WASTE ACCEPTANCE CRITERIA

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RADIATION SAFETY OFFICER *(printed name)*	RADIATION SAFETY OFFICER *(signature)**	DATE
* INDICATES RSO HAS DETERMINED THAT ANY MODIFICATION RESULTING FROM USE OF THIS SOP WILL PROVIDE LEVELS OF RADIATION SAFETY AND ADMINISTRATION CONTROLS THAT ARE AT LEAST EQUIVALENT TO THOSE APPROVED BY THE RESPECTIVE REGULATORY AUTHORITIES		
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1.0 OPERATIONAL AND REGULATORY PARAMETERS

1.1 Overview of Permits and Licenses, and Authorizations

Waste Control Specialists (WCS) is permitted, licensed, or authorized to store, process and/or dispose of the following waste types:

1.2 Industrial Non-Hazardous waste as defined by the Texas Administrative Code (TAC)
1.3. Hazardous Waste as defined by the Resource Conservation and Recovery Act (RCRA)
1.4. Licensed Low Level Radioactive Waste (LLRW) as defined by the Atomic Energy Act (AEA)*
1.5. Polychlorinated Biphenyl (PCB) waste as defined by the Toxic Substance Control Act (TSCA)
1.6. Asbestos Containing Material (ACM) regulated by EPA (NESHAP regulations and TSCA)
1.7. Exempt Radioactive Waste as defined by 30 TAC 336.5 - including Natural Occurring Radioactive Material (NORM)

*WCS is not currently authorized to landfill Licensed Radioactive Waste.

1.2 Industrial Non-Hazardous waste as Defined by the Texas Administrative Code (TAC)

The State of Texas regulates non-hazardous industrial waste by using three classifications, Class 1, Class 2, and Class 3. Guidance for classification of waste in the State of Texas can be found in 30 TAC 335, Subchapter R (503-514). WCS is permitted by the Texas Commission on Environmental Quality (TCEQ) to treat, store, and dispose of all three classes of waste with certain restrictions (see Hazardous Waste section (Section 1.3) of this document for unacceptable waste categories).

1.3 Hazardous Waste as Defined by RCRA (40 CFR Parts 260-268)

WCS is permitted by the TCEQ to treat, store, and dispose of hazardous waste. WCS possesses the capability to perform the following treatment technologies:

- CHOXD
- CHRED
- DEACT
- MACRO
- MICRO
- NEUTR
- STABL
- WTRRX

While WCS is permitted to receive most RCRA Hazardous Waste Codes, there are categories of waste that WCS is prohibited from accepting. These categories include the following:

- Pressurized gases, including those contained in compressed gas cylinders (i.e.- D001 pressurized gases subcategory)
- Pyrophorics (i.e.- D001 flammable solids that are pyrophoric)
- Explosives as defined by the Department of Transportation (DOT) under 49 CFR 173 (i.e.- D003 explosives subcategory)
- Liquid Organic Peroxides
- Infectious, biological, etiological, or pathological wastes
- Municipal garbage or putrescible wastes

WCS is permitted to store, but not treat or dispose, the following RCRA Hazardous Waste Codes:

- F020
- F021
- F022
- F023
- F026
- F027

WCS does not posses the following specified technologies but may dispose of waste carrying the codes required to be treated by the specified technology per 40 CFR Part 268.40 if treated by others to comply with Land Disposal Restrictions:

- CMBST (i.e. D001 - high TOC subcategory- >10% Total Organic Carbon)
- RORGS (i.e. D001 - high TOC subcategory- >10% Total Organic Carbon)
- POLYM (i.e. D001 - high TOC subcategory- >10% Total Organic Carbon)
- RTHRM (i.e. D006 - Cadmium Containing Batteries Subcategory)
- RMERC (i.e. D009 - High Mercury Subcategory- >260 ppm total mercury)
- RLEAD (i.e. D008 - Lead Acid Batteries Subcategory)
- WETOX (i.e. P031 - Cyanogen)
- ADGAS (i.e. P056 - Fluorine)
- RMETL (i.e. P015 - Beryllium dust)
- RTHRM (i.e. P015 - Beryllium Dust)

WCS cannot landfill waste codes assigned the specified technologies of HLVIT, IMERC (D009-hydraulic oil contaminated with Mercury Radioactive Subcategory), MACRO (D008 Radioactive Lead Solids Subcategory), and AMLGM under any circumstance.

1.3.1 Hazardous Waste with Hazardous Organic Constituents

WCS has the capability to treat waste streams with hazardous organic constituents that have a flash point greater than 140 degrees Fahrenheit via chemical oxidation (CHOXD). The success of chemical oxidation treatment is highly dependent upon the specific waste matrix. Specific requirements for different categories of waste are listed below:

1.3.1.1 RCRA waste streams without licensed radioactive material

The waste stream must have less than 500 ppm total VOCs (volatile organic compounds). SVOCs (semi-volatile organic compounds) are handled on a case-by-case basis.

1.3.1.2 Mixed Waste

WCS can treat and/or store mixed hazardous and radioactive waste, but not dispose of it. Storage of mixed waste requiring treatment is contingent upon successful completion of a treatability study. If WCS cannot treat the waste, arrangements will be made to return the waste to the generator or an alternate Treatment, Storage, and/or Disposal Facility (TSDF) per the generator's request. WCS is authorized to store mixed waste that has already been treated to meet LDR.

The VOC and SVOC limits will vary depending upon the specific compounds in question and the matrix of the waste stream. The overall VOC limit for mixed waste is 20%. Each waste stream is handled on a case-by-case basis. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.3.2 Debris as Defined by 40 CFR Part 268 (use of Alternate Treatment Standards)

1.3.2.1 RCRA waste streams without licensed radioactive material

WCS is permitted to treat and dispose of hazardous waste classified as debris that is subject to the alternate treatment standards in 40 CFR Part 268.45.

- Micro-encapsulation

  The main specified technology that WCS uses to treat debris is micro-encapsulation (MICRO) with an upper limit for any single piece of debris of 4.5'x2'x2' and 3,000 lbs. Larger pieces may be accommodated under special circumstances.

- Macro-encapsulation

  WCS has the ability to perform macro-encapsulation (MACRO); however, waste streams requiring this process are reviewed on a case-by-case basis. Please contact the Customer Service Department at (888) 789-2783 for assistance.

- Physical/Chemical Extraction

  WCS can utilize other specified technologies allowed under the alternate treatment standards for debris such as sandblasting or solvent/water washing. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.3.2.2 Mixed Waste

WCS is permitted to treat but not dispose of mixed waste classified as debris that is subject to the alternate treatment standards in 40 CFR Part 268.45..

- Macro-encapsulation/Micro-encapsulation

  WCS has the capability to macro-encapsulate mixed waste destined for disposal at the Nevada Test Site. Due to Energy Solutions restrictions/regulation, WCS does not presently offer an encapsulation technology for disposal at Energy Solutions.

- Shredding of debris for processing

  WCS can also shred debris prior to treatment. The resulting waste will no longer meet the definition of debris and will be treated to meet the normal LDR standards found in 40 CFR 268.40. Limitations on shredding are:

  - No steel, cast iron, etc. may be greater than ¼" thick.
  - No soft metal such as copper, aluminum, lead, brass, etc.
  - No electrical motors
    Maximum dimensions on sheeting type material (such as wood, construction debris, etc.) are 4'x4'x2'
    Maximum dimensions on concrete type material is 3'x3'x2' with a maximum weight of 1,000 pounds per piece.

- Physical/Chemical Extraction

If a generator has a waste stream with debris that does not meet the above guidelines, please contact the Customer Service Department at (888) 789-2783 for assistance. WCS can utilize other specified technologies allowed under the alternate treatment standards for debris such as sandblasting or solvent/water washing.

1.3.3 Alternate Treatment Standards for Soil

RCRA defines soil in 40 CFR Part 268.2(k) as "unconsolidated earth material composing the superficial geologic strata (material overlying bedrock), consisting of clay, silt, sand, or gravel size particles as classified by the U.S. Natural Resources Conservation Service, or a mixture of such materials with liquids, sludges or solids which is inseparable by simple mechanical removal processes and is made up primarily of soil by volume based on visual inspection. Any deliberate mixing of prohibited hazardous waste with soil that changes its treatment classification (i.e., from waste to contaminated soil) is not allowed under the dilution prohibition in §268.3."

1.3.3.1 RCRA waste streams without licensed radioactive material

WCS is permitted to treat and dispose of hazardous waste classified as soil by complying with the alternate treatment standards for soil in 40 CFR Part 268.49(c)(1)-(3).

1.3.3.2 Mixed Waste

Though WCS is permitted to treat mixed waste classified as soil, WCS is not licensed to landfill the material. In order for WCS to treat soil using the alternate treatment standards for soil, the final disposal facility for the waste must recognize the alternate treatment standards. There are states that do not allow hazardous waste landfills to use the alternate treatment standards for soil in order to show compliance with the Land Disposal Restrictions. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.4 Licensed Low Level Radioactive/Mixed Waste (LLRW/LLMW) as Defined by the TCEQ (currently found in 30 TAC)

WCS is licensed by the TCEQ to receive, store and process LLRW that meets the following definition:

"Any radioactive material (includes radioactive waste, byproduct material as defined by the Texas Health and Safety Code paragraph 401.003(3)(B), uranium ore received as waste, NORM waste, and oil and gas NORM waste." This category can be liquid, gas, or solid. The TCEQ has separated radioactive isotopes into 4 category groups in 30 TAC 336.1207(a). WCS is limited to the following maximum activities:

Category I: 2,000 Ci
Category II: 20,000 Ci
Category III: 200,000 Ci
Category IV: 2,000,000 Ci

This definition includes waste classified as Class A, B, C, and greater than Class C. WCS can also accept transuranic (TRU) waste for processing and/or storage. Prior to receipt of TRU waste from a particular customer, an executed, written agreement between an authorized federal agency (AFA) and WCS must be obtained for that customers waste. WCS will assist the customer in obtaining such and agreement.

WCS is licensed by the TCEQ to receive sealed sources for interim storage that do not have a total activity exceeding 150,000 Ci.

All radioactive waste shipped to the WCS facility shall have its radioactivity content determined prior to shipment. The concentration of each radionuclide shall be determined from nuclear assay, direct measurement, process knowledge, or any other approved method. (See Nuclear Regulatory Commission (NRC) Low-Level Waste Licensing Branch Technical Position on Radioactive Waste Classification dated 5/83) This information is required to maintain WCS facility radioactive material inventory levels within Radioactive Material License limits issued by TCEQ.

The concentration of a radionuclide may be determined by indirect methods such as use of scaling factors, which relate the inferred concentration of one radionuclide to another that is measured, or radionuclide material accountability, if there is reasonable assurance that the indirect methods can be correlated with actual measurements. The concentration of a radionuclide may be averaged over the volume of the waste or weight of the waste if the units are expressed as Picocuries (Becquerel) per gram.

1.4.1 Special Nuclear Material (SNM)-Reference 1 (OP-1.2.22)

WCS is licensed by the TCEQ to receive, store and process SNM provided that:

"Concentrations of SNM in individual waste containers and/or during processing must not exceed the following values:"

SNM Isotope[1,4]	Maximum Concentration (g SNM/g waste)	Maximum Concentration (pCi/g)	Measurement Uncertainty (gram SNM/gram waste) Maximum one sigma
U-233	4.7E-04	4.5E+06	7.1E-05
U-235[2]	9.9E-04	2.1E+03 (U-235)	1.5E-04
U-235[3]	6.2E-04	1.3E+03 (U-235)	9.3E-05
Pu-239	2.8 E-04	1.7 E+07	4.2E-05
Pu-241	2.2 E-04	2.3 E+10	3.2E-05

[1] Isotopes of uranium and plutonium not listed can be received in any concentration.
[2] Less than 10 percent enrichment (U-235 mass enrichment)
[3] Greater than 10 percent enrichment (U-235 mass enrichment)
[4] For a mixture of SNM isotopes listed in this table, the sum-of-the-fractions rule applies.

There are several other requirements for SNM material that must be met prior to acceptance. See Reference 1 (OP-1.2.22) for the WCS procedure for receipt of SNM material or contact the Customer Service Department at (888) 789-2783 for assistance.

1.4.2 Storage Restrictions of LLRW

WCS may store unprocessed waste up to 365 days with two exceptions: (1) Waste that cannot be processed into a form that has a current disposal option must be shipped off-site within 60 days of receipt; (2) Waste being treated under a RCRA treatability study is subject to the time constraints set forth by RCRA.

1.5 PCB waste as defined by TSCA (40 CFR Part 761)

The following PCB materials can be received, stored, processed, and/or disposed at WCS:

1.5.1 PCB Soils
1.5.2 PCB Solids
1.5.3 PCB Liquids
1.5.4 PCB Transformers
1.5.5 PCB Capacitors
1.5.6 PCB Fluorescent Light Ballasts

1.5.1 PCB Soils

For purposes of this section, the RCRA definition of soil found in section 1.3.3 of this document should be used.

1.5.1.1 PCB soil (non hazardous non radioactive material)

WCS is authorized by TSCA to accept PCB soils for storage and disposal regardless of concentration. TSCA does not require this material to be treated prior to disposal; however, if there are sorbents added to bulk shipments of a waste stream, WCS must treat the waste prior to disposal. If the waste is shipped in containers less than 110 gallons, WCS can dispose of waste containing non-biodegradable sorbents without treatment, but must treat biodegradable sorbents prior to disposal.

NOTE: TSCA does not allow the solidification of PCB liquids in order to circumvent any incineration requirements the liquids would normally be subject to.

1.5.1.2 RCRA/PCB soil (hazardous non radioactive material)

Waste that is classified as a Hazardous Waste and regulated by TSCA as PCB waste must be treated to meet both TSCA and RCRA treatment requirements. Though TSCA does not require non-liquid PCB waste to be treated; RCRA considers PCB's as an Underlying Hazardous Constituent (UHC), and the waste must be treated to meet Universal Treatment Standards (UTS) prior to disposal. WCS may not treat, under any circumstance, hazardous waste with PCB concentrations equal to or greater than 1,000 ppm. Hazardous waste with PCB concentrations less than 1000 ppm will be evaluated on case-by-case basis for treatment.

WCS is authorized to store, process and dispose of RCRA/PCB waste that is defined as "soil" in 49 CFR Part 268.2 (k) providing the RCRA waste codes and constituents are within the permit restrictions and guidelines for Hazardous Waste as discussed in this WAC.

PCB's found in soils that are characteristic for metals only (D004-D011) do not require treatment per 40 CFR 268.49(d) if the total concentration of PCB's is less than 1,000 ppm per 40 CFR 268.32. The metals will be treated to meet the standards in 40 CFR 268.49.

RCRA/PCB soils with any waste codes other than D004-D011 will require treatment per 40 CFR 268.49 of all RCRA regulated constituents, including PCB's, which are present in the waste stream. WCS reserves the right to deny waste for treatment though it meets all of WCS's licenses, permits, and other requirements.

1.5.1.3 Mixed/PCB Waste (hazardous radioactive material)

Treatment requirements and capabilities at WCS are the same as listed in 1.5.1.2 of this section; however, WCS is not licensed to landfill this type of waste. In order for WCS to treat soil using the alternate treatment standards, the final disposal facility for the waste must recognize the alternate treatment standards. There are states that do

not allow hazardous waste landfills to use the alternate treatment standards for soil in order to show compliance with the Land Disposal Restrictions. WCS can attempt to treat the material to normal treatment standards found in 40 CFR 268.40. Please contact the Customer Service Department at (888) 789-2783 for assistance.

WCS will accept waste streams in this category that have an original PCB concentration of less than 1000 ppm for storage and/or processing on a case-by-case basis. WCS is not currently accepting profiles that have an original PCB concentration of greater than 1000 ppm PCB's for processing at this time. Please contact the Customer Service Department at (888) 789-2783 for further discussion, as there may be some exceptions.

1.5.1.4 LLRW/PCB soils (non hazardous radioactive material)

WCS is authorized to accept this material for storage only. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.5.2 PCB Solids

1.5.2.1 PCB Solids (non hazardous non radioactive material)

WCS is authorized by TSCA to accept PCB solids for storage and disposal regardless of concentration. TSCA does not require this material to be treated prior to disposing of this material; however, if there are sorbents added to bulk shipments of a waste stream, WCS must treat the waste prior to disposal. If the waste is shipped in containers less than 110 gallons, WCS can dispose of waste containing non-biodegradable sorbents without treatment, but must treat biodegradable sorbents prior to disposal.

NOTE: TSCA does not allow the solidification of PCB liquids in order to circumvent any incineration requirements the liquids would normally be subject to.

1.5.2.2 RCRA/PCB Solids (hazardous non radioactive material)

WCS is authorized to store, process and dispose RCRA/PCB non-liquid waste providing the RCRA waste codes and constituents are within the permit restrictions and guidelines for Hazardous Waste as discussed in this WAC. PCB's are considered an Underlying Hazardous Constituent (UHC) under RCRA as defined in 40 CFR Part 268.48, and must be treated to meet the Universal Treatment Standards (UTS). WCS reserves the right to deny waste for treatment though it meets all of WCS's licenses, permits, and other requirements.

WCS is authorized to store and process RCRA/PCB waste classified as debris that is subject to the alternate treatment standards in 40 CFR Part 268.45. Transformers, capacitors and any other man-made objects that have special disposal requirements under TSCA 40 CFR Part 761.60 must be treated to those standards prior to applying a specified technology under the alternate treatment standards for debris. All debris for treatment must meet the size and weight limits found in section 1.3.2 of this document. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.5.2.3 Mixed/PCB Solids (hazardous radioactive material)

Treatment requirements and capabilities at WCS are the same as listed in 1.3.2.2 of this section; however, WCS is not licensed to landfill this type of waste.

WCS is permitted to treat Mixed/PCB classified as debris that is subject to the alternate treatment standards in 40 CFR Part 268.45. Please refer to debris guidance in section 1.3.2 of this document.

WCS will accept waste streams in this category that have an original PCB concentration of less than 1000 ppm for storage and/or processing on a case-by-case basis. WCS is not currently accepting waste for processing that has an original PCB concentration greater than 1000 ppm. Please contact the Customer Service Department at (888) 789-2783 for further assistance.

1.5.2.4 LLRW/PCB solids (non hazardous radioactive material)

WCS is authorized to accept this material for storage only. All material received by WCS for storage must be removed from the WCS facility within one year. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.5.3 PCB Liquids

1.5.3.1 PCB liquids (non hazardous non radioactive material)

WCS is authorized by TSCA to accept PCB liquids for storage only. But, since WCS does not currently possess an approved technology for the treatment/destruction of liquid PCB waste, each waste stream will be evaluated for acceptance on case-by-case basis. Contact the Customer Service Department at (888) 789-2783 for further assistance.

If the waste is between 50 and 500 ppm, and contains liquid which meets the definition of "incidental liquids" as defined by TSCA in 40 CFR Part 761.60(a)(3), WCS may solidify those liquids and dispose of the material. The generator must supply WCS with information that shows that the liquids do not exceed 500 ppm PCB and are not an ignitable waste as described in §761.75(b)(8)(iii).

NOTE: "Incidental liquids" are defined by TSCA as liquids associated with PCB Articles or non-liquid PCB waste from incidental sources, such as precipitation, condensation, leachate, or load separation.

1.5.3.2 RCRA/PCB liquids (hazardous non radioactive material)

WCS is authorized to accept RCRA/PCB liquids for storage. But, since WCS does not currently possess an approved technology for the treatment/destruction of RCRA/PCB liquids, each waste stream will be evaluated for acceptance on case-by-case basis. Please contact the Customer Service Department at (888) 789-2783 for assistance.

If the waste is between 50 and 500 ppm, and contains liquid which meets the definition of "incidental liquids" as defined by TSCA in 40 CFR Part 761.60(a)(3), WCS may solidify those liquids, treat the RCRA constituents if they are within the permit restrictions and guidelines for Hazardous Waste as discussed in this WAC, and dispose of the material. The generator must supply WCS with information that shows that the liquids do not exceed 500 ppm PCB and are not an ignitable waste as described in §761.75(b)(8)(iii).

1.5.3.3 Mixed/PCB liquids (hazardous radioactive material)

WCS is authorized to accept Mixed/PCB liquids for storage. But, since WCS does not currently possess an approved technology for the treatment/destruction of

Mixed/PCB liquids, each waste stream will be evaluated for acceptance on case-by-case basis. Please contact the Customer Service Department at (888) 789-2783 for assistance.

If the waste is between 50 and 500 ppm, and contains liquid which meets the definition of "incidental liquids" as defined by TSCA in 40 CFR Part 761.60(a)(3), WCS may solidify those liquids, and treat the RCRA constituents if they are within the permit restrictions and guidelines for Hazardous Waste as discussed in this WAC. The generator must supply WCS with information that shows that the liquids do not exceed 500 ppm PCB and are not an ignitable waste as described in 40 CFR 761.75(b)(8)(iii).

WCS is not licensed to landfill this type of material.

1.5.3.4 LLRW/PCB liquids (non hazardous radioactive material)

WCS is authorized to accept LLRW/PCB liquids for storage. But, since WCS does not currently possess an approved technology for the destruction of LLRW/PCB liquids, each waste stream will be evaluated for acceptance on case-by-case basis. Please contact the Customer Service Department at (888) 789-2783 for assistance.

If the waste is between 50 and 500 ppm PCB, and contains liquid which meets the definition of "incidental liquids" as defined by TSCA in 40 CFR Part 761.60(a)(3), WCS may solidify those liquids, and send the solidified waste to a licensed LLRW disposal facility. The generator must supply WCS with information that shows that the liquids do not exceed 500 ppm PCB and are not an ignitable waste as described in §761.75(b)(8)(iii).

1.5.4 PCB Transformers

1.5.4.1 PCB transformers (non hazardous non-radioactive material)

WCS is authorized by TSCA to accept PCB transformers for storage, processing and subsequent disposal of the transformer carcass. WCS is authorized to drain and flush transformers according to 40 CFR Part 761.60 (b)(1)(i)(B), and/or 40 CFR Part 761.79. The drained PCB oil and rinsate must be sent to a TSDF with an approved technology to dispose of liquid PCB waste. Though WCS does offer this service, it is done on a limited basis. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.5.4.2 LLRW/PCB transformers (non hazardous radioactive material)

WCS may process transformers that have external radioactive contamination and contain oil that is greater than 50 ppm PCB, provided the following applies:

(1) If the transformer contains greater than 500 ppm PCB, it must be "free-releasable" for disposal at WCS, or WCS must decontaminate the transformer according to 40 CFR 761.79. In other words, if the transformers cannot be free-released, WCS must decontaminate the transformer using TSCA regulations to release the transformers from TSCA. The transformer carcass would then be shipped to a licensed LLRW disposal facility. Transformer carcasses that contained oil between 50 and 500 ppm will be free-released and landfilled at WCS or shipped to a LLRW disposal facility as required.

(2) The oil must NOT be contaminated with radioactivity or the generator must agree to accept the oil and any flushing or rinsate liquids generated by WCS back within

60 days of generation. Any oil not contaminated with radioactivity will be sent to a TSCA authorized incinerator for destruction.

1.5.5 PCB Capacitors (non hazardous non-radioactive material)

1.5.5.1 Small Capacitors

WCS is authorized by TSCA to accept PCB small capacitors for storage and disposal according to 40 CFR Part 761.60 (b)(2)(ii) unless the generator is subject to the requirements of 40 CFR Part 761.60 (b)(2)(iv).

NOTE: A small capacitor is defined by TSCA as "a capacitor which contains less than 1.36 kg (3 lbs.) of dielectric fluid. The following assumptions may be used if the actual weight of the dielectric fluid is unknown. A capacitor whose total volume is less than 1,639 cubic centimeters (100 cubic inches) may be considered to contain less than 1.36 kgs (3 lbs.) of dielectric fluid and a capacitor whose total volume is more than 3,278 cubic centimeters (200 cubic inches) must be considered to contain more than 1.36 kg (3 lbs.) of dielectric fluid. A capacitor whose volume is between 1,639 and 3,278 cubic centimeters may be considered to contain less then 1.36 kg (3 lbs.) of dielectric fluid if the total weight of the capacitor is less than 4.08 kg (9 lbs.)."

1.5.5.2 Large Capacitor

WCS is authorized by TSCA to accept PCB large capacitors for storage only. Large capacitors must be disposed of in a TSCA authorized incinerator as required by 40 CFR Part 761.60 (b)(2)(iii). WCS is not currently accepting this type of material for storage. Please contact the Customer Service Department at (888) 789-2783 for assistance.

1.5.6 PCB Fluorescent Light Ballasts (non hazardous nonradioactive material)

WCS is authorized by TSCA to store and dispose of PCB fluorescent light ballasts according to 40 CFR Part 761 (b)(6)(iii).

1.6 Asbestos Waste Regulated by EPA (CAA (NESHAP regulations) - 40 CFR Part 61, Subpart M, and TSCA- 40 CFR Part 763)

WCS is approved to store, process, and dispose of non-LLRW Asbestos containing material provided that waste stream meets all the other requirements of this WAC. There are special precautions that must be taken when processing Hazardous Waste and Mixed Waste that contains Asbestos; therefore, WCS may require additional notification time in addition to the standard requirements dictated in this document to receive and/or process this waste.

All regulated asbestos that is friable or otherwise capable of giving off asbestos dust must be wetted with a water and surfactant mix and stored in two plastic bags whose combined thickness equals at least 6 mil. The plastic bags must be over-packed in leak-resistant containers that meet applicable shipping requirements for the radioactive content of the material involved, if applicable. Sharp edges and corners within the package shall be padded or otherwise protected to prevent damage to the inner plastic during handling and shipping. Since the asbestos must be wetted during abatement activities, an absorbent must be added to ensure compliance with the free liquid criteria for interim storage of LLRW.

All regulated asbestos shall be packaged, marked, and labeled in accordance with the requirements of 40 CFR 61.150.

1.7 Exempt Radioactive Waste as Defined by 30 TAC 336.5 - Including Natural Occurring Radioactive Material (NORM)

WCS is authorized to dispose of exempt radioactive material as RCRA/TSCA waste. Disposal of material that has been licensed under the Atomic Energy Act may require NRC or Agreement State approval. The following types of waste are acceptable for storage, processing and/or disposal at WCS:

- Source material (uranium or thorium) in any physical or chemical form, solution or alloy in which the source material is <0.05% by weight. This translates to the following concentrations: Th-232=54.5 pCi/g; Th (natural) = 110 pCi/g total thorium (Th-232 + Th-228); U-238 = 166.5pCi/g assuming that U-235 and U-234 are present in their natural abundance ratios or less.
- Unrefined or unprocessed ores containing source material (U or Th)
- Rare earth metals, compounds, mixtures, or products containing <0.25% by weight Th or U or any combination thereof.
- Any finished product or part containing metal thorium alloys with Th <4% by weight.
- Depleted U in counterweights installed in aircraft, rockets, projectiles, or missiles.
- Depleted U used as shielding material in a shipping container.
- Self-luminous products containing H^3, Kr^{85}, Pr^{147} manufactured under a specific license that authorizes the transfer to exempt persons.
- Any other specific item exempt from licensing under 30 TAC 336.5, 25 TAC 289.251(d) or (e), and 25 TAC 289.259(d).
- Radioactive material containing any NORM radionuclide less than 150 pCi/g (this includes any Uranium or Thorium radionuclides if not licensed or classified by the generator as source material) or technologically enhanced radium-226 or radium-228 at less than 30 pCi/g, averaged over any 100 m^2 in the first 15 centimeters of soil below the surface, provided the radon emanation rate is less than 20 pCi per square meter per second. If containerized, the average concentration for the shipment must meet these same limits.

Other criteria for determining if radioactive material is acceptable for disposal at WCS:

- The maximum volume of material over which concentration averaging can be performed is 20 yd^3
- No single measurement that exceeds 10 times the exemption criteria shall be used to calculate an average volumetric concentration.
- The samples are representative of the material (composite samples) or conservative (maximum values).
- Each waste container is considered to be a separate item and must independently meet the exemption criteria.
- Bulk analysis (counting the entire contaminated volume) is an acceptable methodology for release of bulk material for disposal.

For the purpose of demonstrating that radioactive material meets the exemption requirements for disposal, a sampling and/or characterization plan/methodology may need to be submitted with the waste profile (Attachment 10) for site-specific approval. For bulk soil or rubblized debris, a composite sample (or equivalent waste stream specific approved methodology) will normally be required for the equivalent of 20 cubic yards of waste. For other waste streams, such as contaminated equipment, site-specific approval of the sampling and characterization methodology may be required.

Surface contaminated debris can be released for disposal by direct sampling only if the material is rubblized such that bulk samples can be taken and analyzed and the activity is directly expressed as pCi/g. Surface contamination measurements cannot be converted to average bulk activity concentrations for the purpose of meeting the exemption criteria. If not rubblized, contaminated debris must meet the average surface contamination release limits [Equivalent to NRC regulatory Guide 1.86 and 30 TAC 336.364]. No single surface measurement may exceed 10 times the appropriate average limited in WCS procedure RSP-100, Appendix G.

2.0 PRE-SHIPMENT REQUIREMENTS

WCS strives to be a customer-oriented company; however, with all of the government regulations associated with our business, it can seem very difficult to ship waste to WCS. WCS will work with customers to guide them through this process. Each required form that is referenced is attached to this WAC and can also be obtained on our web site (www.wcstexas.com) or by contacting the Customer Service Department at (888) 789-2783.

2.1 Pre-shipment Requirements Overview

Prior to shipping waste to WCS, a customer must do the following:

2.2 Set up an account with WCS
2.3 Review and execute a WCS Environmental Service Agreement
2.4 Ensure each waste meets the Texas State Notification Requirements
2.5 Submit a WCS profile for each waste stream to be shipped and receive an Acceptance Letter from WCS
2.6 If required, submit a representative pre-shipment sample
2.7 Sign a quote letter from WCS for each waste stream to be shipped (Signed Customer generated P.O. will work in certain cases)
2.8 Submit a 5-day advanced shipment request and receive approval from WCS of the 5-day shipment request

Each of these steps is discussed in greater detail below.

2.2 Setting up an account with WCS

A customer may either complete a WCS Credit Application, Attachment 1 or provide a Dunn and Bradstreet number. Depending upon the review of the information, WCS may require payment upon receipt of waste or extend a credit line to the customer. The credit line and terms may vary from customer to customer depending upon credit history.

2.3 Reviewing and Executing a WCS Environmental Service Agreement

WCS requires a customer to review and execute a WCS Environmental Service Agreement, Attachment 2, or Attachment 3 for By-product, or similar contract. WCS will review each agreement/contract on a case-by-case basis.

2.4 State Notification Requirements

The State of Texas has notification requirements for industrial generators of both non-hazardous and hazardous waste. Notification requirements typically pertain to in-state generators that generate greater than 100 kilograms of Class 1 waste in any calendar month, or exceed the Conditionally Exempt Small Quantity Generator (CESQG) status for hazardous waste. Generators that fall into the above categories must register with the state per 30 TAC 335.6(c). Out-of-state generators do not have to register with the state unless the generator wants to classify a waste stream as Class 2 or Class 3 waste. Though out-of-state generators are not required to register with the state, each state has been assigned a generic identification number. This identification number must be listed in section B of each Uniform Hazardous Waste Manifest shipped to WCS. Each waste stream received by WCS for storage, processing, and/or disposal is required to have an 8-digit Texas waste code associated with it. If the waste is generated in the state of Texas and the generator is required to register with the state, the waste stream must also be registered with the state. For waste generated out-of-state, please contact the Customer Service Department at (888) 789-2783 for assistance. This 8-digit waste code must be placed in Section I of each line item of the Uniform Hazardous Waste Manifest.

2.5 Submitting a WCS profile for approval

Each waste stream received by WCS must undergo an approval process. The first step in this process is the completion of a WCS profile, Attachment 10. It is the generators responsibility to ensure waste is classified and characterized correctly through process knowledge and/or analytical results. Regulatory guidance can be found in 40 CFR 262.11. WCS may advise customers in this process; however, the generator must ultimately inform WCS of the waste classification for each waste stream. Additional documentation and/or sampling requirements will differ depending upon the regulatory status of each waste stream. The following guidelines describe the general categories and the required information for each category. Please contact the Customer Service Department to discuss specific waste streams. WCS reserves the right to require samples and/or additional documentation in conjunction with the information listed below.

Categories:

2.5.1 RCRA waste and non-hazardous waste (Texas Class 1) for treatment prior to disposal
2.5.2 RCRA waste for direct disposal
2.5.3 Non-hazardous waste for direct disposal
2.5.4 Exempt/Norm radioactive waste for treatment prior to disposal
2.5.5 Exempt/NORM radioactive waste for direct disposal
2.5.6 Mixed waste or LLRW for treatment and/or storage (without SNM)
2.5.7 Mixed waste or LLRW for treatment and/or storage (with SNM)
2.5.8 Lab packs (includes all above categories)

2.5.1 RCRA waste and non-hazardous waste (Texas Class 1) for treatment prior to disposal

- WCS profile - Attachment 10.
- Representative sample (1-liter) with a WCS Chain of Custody- Attachment 12 (AL-2.1.1-2).
- Any analytical obtained on the waste stream.

Exceptions to sample requirements (WCS may require a sample for recipe development):

- Debris as defined by 40 CFR Part 268.2(g). The waste stream must be 50 percent or greater debris.
- Lab packs - This category will be discussed later in this section, see 2.5.8.

- If the generator has supplied WCS with enough documentation to ensure compliance with WCS permit and operational constraints, a representative sample may not be required.

2.5.2 RCRA waste for direct disposal

- WCS Profile- Attachment 10.
- Representative sample (1-liter) with a WCS Chain of Custody- Attachment 12 (AL-2.1.1-2).
- Any analytical obtained on the waste stream.
- LDR certifications as required by 40 CFR Part 268.
- Description of waste treatment process if waste is a residue from prior treatment.

Exceptions to sample requirements:

- Debris as defined by 40 CFR Part 268.2(g). The waste stream must be free from treatment residue or have been treated by an immobilization technology allowed in 40 CFR Part 268.45.
- If the generator has supplied WCS with enough documentation to ensure compliance with WCS permit and operational constraints, a representative sample may not be required.

2.5.3 Non-Hazardous Waste for Direct Disposal

- WCS Profile - Attachment 10.
- Any analytical obtained on the waste stream (If the generator can not supply sufficient documentation to prove material is non-hazardous, WCS will require a sample of the material).

2.5.4 Exempt Radioactive Waste for Treatment Prior to Disposal

- WCS Profile - Attachment 10.
- Radiological attachment to profile - Attachment 11.
- Representative sample (1-liter) with a WCS Chain of Custody - Attachment 12 (AL-2.1.1-2).

Exceptions to sample requirements (WCS may require a sample for recipe development):

- Debris as defined by 40 CFR Part 268.2(g). The waste stream must be 50 percent or greater debris.
- Lab packs - This category will be discussed later in this Section, see 2.5.8.
- If the generator has supplied WCS with enough documentation to ensure compliance with WCS permit and operational constraints, a representative sample may not be required.

2.5.5 Exempt Radioactive Waste for Direct Disposal

- WCS Profile - Attachment 10.
- Radiological attachment to profile - Attachment 11.
- Any analytical obtained on the waste stream (If the generator can not supply sufficient documentation to prove material is non-hazardous, WCS will require a sample of the material).

2.5.6 Mixed Waste or LLRW for Treatment and/or Storage (without SNM)

- WCS Profile - Attachment 10.
- Radiological attachment to profile - Attachment 11.
- Any analytical obtained on the waste stream (If the generator can not supply sufficient documentation to show waste has been properly characterized, WCS may require a sample in order to ensure compliance with permit and operational constraints).

2.5.7 Mixed Waste or LLRW for Treatment and/or Storage (with SNM)

- WCS Profile - Attachment 10.
- Radiological attachment to profile - Attachment 11.
- SNM certification - Reference 1 (OP-1.2.22).
- Any analytical obtained on the waste stream.

2.5.8 Lab Packs (includes all above categories)

- WCS Profile - Attachment 10.
- Radiological attachment to profile - Attachment 11, if applicable.
- WCS Lab Pack Inventory, Attachment 4 for each container to be shipped. Lab packs are approved on a container-by-container basis. WCS requires generators to use this specific form unless they have obtained approval from the Technical Support Department to use an alternative form. Each Lab Pack Inventory must be approved by the Technical Services Department. Any deviations after original approval will be considered a significant change in the profile and must be approved by the Technical Services Department.
- SNM certification if SNM is present (Reference 1, OP-1.2.22).

2.6 Pre-shipment Samples

All pre-shipment samples should be sent to the following address via Fed Ex, UPS or Courier. No USPS shipments are delivered to this address:

Waste Control Specialists LLC
Pre-shipments sample, C/O (CSR Name)
9998 Hwy 176 W
Andrews, Texas 79714

Pre-shipment samples with SNM must undergo the SNM exemption procedure (Reference 1, OP-1.2.22) prior to receipt by WCS. Please contact the Customer Service Department at (888) 789-2783 for discussion.

The Customer Service Representative (CSR) is responsible for making sure the sample gets to the lab and all information on the Chain-Of-Custody is complete.

2.7 Quote Letters

Once WCS has approved a waste stream, a quote will be generated and faxed to the customer for review. WCS reserves the right to amend budgetary numbers based on the final approved profile. Verbal, undocumented, or written proposals are considered budgetary numbers to which pricing may be adjusted. A signed quote or purchase order is required prior to scheduling waste into WCS. Waste received by WCS that does not conform to the approved profile is subject to alternative treatment and pricing adjustments.

2.8 Inbound Waste Shipment Request Form - Attachment 13

Each shipment of waste to WCS must be pre-approved. A customer must submit Attachment 13 and the applicable information listed in section 3.0 of this document for each shipment at least five (5) days prior to the expected date of arrival. The documents discussed in section 3.0 of this document are listed below. WCS personnel will review the request and approve it or ask for more information. Once the shipment request is approved, Attachment 13 will be signed and faxed to the customer with the approved shipment date(s).

3.1 USEPA Uniform Hazardous Waste Manifest
3.2 Land Disposal Restriction (LDR) notification(s) as applicable - Attachment 7
3.3 540/541 manifests as applicable
3.5 741 form(s) as applicable
3.6 PCB Continuation Sheet(s) as applicable - Attachment 8
3.7 Asbestos Record of Shipment as applicable - Attachment 9
3.8 Lab Pack Inventories as applicable - Attachment 4

3.0 PROPER COMPLETION OF SHIPPING DOCUMENTATION

3.1 USEPA Uniform Hazardous Waste Manifest

All manifests for hazardous wastes must be prepared according to the instructions found in the Appendix to 40 CFR Part 262, and must also contain the Texas Waste Code for each waste. Manifests for Class 1 wastes must be prepared according to the instructions found in the Appendix to 40 CFR Part 262 (pre-printed on the back of the Uniform Hazardous Waste Manifest) with the addition of the Texas Waste Codes for each waste. When itemizing Class 1 waste, the TCEQ solid waste registration numbers will be used when EPA identification numbers are not required. In addition, WCS requires the following information to be placed on the manifest:

- Each line item listed in section 9 must pertain to only one WCS approved profile.
- All containers referenced in a single line item of section 9 must be from the same profile and carry the same RCRA waste codes.
- Section 14 of the manifest must specify the waste profile for each line item of section 9.
- If the manifest has more than one line item in section 9, WCS must be able to determine which containers apply to each line item of section 9. An attached spreadsheet reflecting this information works well. See Attachment 6 for an example.
- For bulk shipments, the identification number of the shipping container associated with the manifest must be placed in section 14 of the manifest.

3.2 LDR Notification- Attachment 7

Generators of hazardous waste or treatment facilities that offer hazardous waste for shipment to a Treatment Storage and Disposal Facility (TSDF) are required to send notification of the land disposal restrictions applicable to each waste stream. The regulations that discuss these requirements can be found in 40 CFR 268.7. WCS has developed an LDR form (Attachment 7) that complies with these requirements. It is recommended that generators use the WCS form in order to ensure timely review of paperwork. If a generator uses an LDR notification form other than the one provided by WCS, it must meet the following criteria:

- The notification(s) must specify which line item(s) of section 11 the notification references.

- The notification(s) or each line item on the notification must state which WCS profile number is associated with the associated containers.
- The notification must list all applicable RCRA waste codes.
- The notification must state whether the material is a Wastewater or Non-Wastewater

  The notification must specify all applicable/possible Underlying Hazardous Constituents. WCS will only test the treated waste for UHC's identified on the LDR notification.

  The notification must list all applicable F001-F005 solvents, and F039 constituents.
- The notification must identify the subcategory (if applicable) of each waste code identified. Subcategories can be found in 40 CFR 268.40
- The notification must list any "specified treatment technology" required by 40 CFR Part 268.40 for each waste code identified.
- If the waste qualifies for any alternative treatment standard found in 40 CFR 268, and there are specific required statement(s), the notification must comply with the requirements. The notification requirements and statements can be found in 40 CFR 268.7. This requirement is mainly directed towards soils and debris. WCS does not incinerate lab packs; therefore, the required statement for lab packs will not be applicable.
- If all or some of the applicable waste codes meet treatment standards, either by treatment or at the point of generation, the applicable, required statements must accompany the notification. The required statements can be found in 40 CFR Part 268.7.

3.3 540/541/542 Manifests

Licensees who must comply with manifesting regulations are defined in Appendix G, Section I, to 10 CFR 20. Typically, all shipments of low-level radioactive waste for which the consignee is a licensed low-level radioactive waste disposal facility are subject to NRC manifesting requirements.

As a low-level radioactive waste treatment and disposal facility, WCS requires generators and collectors to send NRC Form 540, 541, and 542 as required per 49 CFR part 172. Some exempt/NORM radioactive material, although exempted from licensing and/or disposal requirements may require shipping papers in accordance with DOT regulations.

- WCS requires shippers to include these forms, preferably electronically, in a Low Track File format, with their 5-day advance shipment request to verify compliance with waste profiling and WCS license conditions.
- Each package of low-level radioactive material must be listed separately on these forms. WCS does not consider a conveyance to be a package.
- Shippers with specific questions on completing NRC Form 540, 541, or 542 forms may contact WCS's Waste Acceptance Specialist.
- Detailed instructions on completing these forms may be located within 10 CFR 172 or NUREG/BR-0204.

  WCS will accept multiple profiles on a manifest as long as the waste profile number is included within the package identification number.

3.4 741 Forms

NRC Regulations require each licensee who ships, receives, or adjusts their physical inventory or source or special nuclear material to document and report such activities. The documentation is submitted using the DOE/NRC Form 741 or 741A. WCS requires shippers to fill out DOE/NRC Forms 741 or 741A in accordance with 10 CFR 40.64, 70.54, 72.78, 74.15, 75.34, 76.113, 76.115, 76.117, and 150.16.

- Generators who require assistance in completing DOE/NRC Forms may call a WCS' Waste Acceptance Specialist at (888) 789-2783.

  Generators are required to fill out DOE/NRC Form 741 when transferring, receiving, or adjusting their inventory of uranium or thorium source material in any manner by 1 kilogram or more, or whenever the licensee transfers or receives a quantity of SNM of 1 gram or more of contained uranium-235, uranium-233, or plutonium.

- WCS requires the licensee to list the USEPA Uniform Hazardous Waste Manifest number within the miscellaneous box on DOE/NRC Forms 741 or 741A.

3.5 PCB Continuation Sheet- Attachment 8

For each shipment of PCB waste, 40 CFR Part 761.207 requires generators to use the USEPA Uniform Hazardous Waste Manifest. In addition, the generator is required to supply certain information depending upon the type of waste and the way in which it is shipped. The following information is required to be included for PCB shipments regulated by TSCA. If the information cannot be legibly placed on the USEPA Uniform Hazardous Waste Manifest, please use a PCB continuation sheet. WCS has attached an example, Attachment 8, to this document. Generators are not required to use this form; however, it is required that all information below is supplied for each container shipped.

3.5.1 For each Bulk Load of PCB's:

- The identity of the PCB waste
- Earliest date of removal from service for disposal
- Weight in Kilograms of the PCB waste

3.5.2 For each PCB Article Container or PCB Container:

- The unique identifying number, type of PCB waste (e.g., soil, debris, small capacitors)
  Earliest date of removal from service for disposal
  Weight in kilograms of the PCB waste contained (Net weight).

3.5.3 For each PCB Article not in a PCB Container or PCB Article Container:

- The serial number if available, or other identification if there is no serial number
- The date of removal from service for disposal
- Weight in kilograms of the PCB waste in each PCB Article.

3.6 Asbestos Record of Shipment as applicable - Attachment 9

For each shipment of waste that contains asbestos, 40 CFR Part 61.150 (d)(1) requires that the generator submit a Record of Shipment. WCS has attached an example Asbestos Record of Shipment, Attachment 9, to this document. It is not required by WCS that the generator use this form; however, it is required that all information below is supplied for each shipment.

The name, address, and telephone number of the waste generator.

- The name and address of the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program.
- The approximate quantity in cubic meters (cubic yards).
- The name and telephone number of the disposal site operator.
- The name and physical site location of the disposal site.
- The date transported.
- The name, address, and telephone number of the transporter(s).
- A certification that the contents of the consignment are fully and accurately described by proper shipping name; are classified, packed, marked, and labeled; and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

3.7 Lab Pack Inventories- Attachment 4

For each shipment of Lab Packs, it is required that the generator supplies a Lab Pack Inventory for each container shipped. WCS does require generators to use the WCS Lab Pack Inventory, Attachment 4, or similar form that has been approved by the WCS Technical Services Department. Lab Pack Inventories will have already been approved in the profile approval process. Any deviations or changes to inventories will be considered a significant change in the profile and will require the Technical Services Department's approval. The Lab Pack Inventories must accompany the shipping documentation and also be attached to the applicable container.

4.0 TRANSPORTATION REQUIREMENTS

All shipments received by WCS must conform to USDOT regulations in 49 CFR Parts 170-178, USNRC regulations in 10 CFR 71, and RCRA regulations in 40 CFR Parts 261-268.

Each waste 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 by WCS.

4.1 Transporter Requirements

Any person that transports hazardous waste or Texas Class 1 waste to the WCS facility must have the following:

- A TCEQ State Transporter's ID Number per 30 TAC 335.6(d)
- All drivers must have in their possession a current CDL with a hazardous material endorsement.
- Drivers with waste for direct landfill must have proof of current 24-hour HAZWOPER training per 29 CFR 1910. Drivers without proper documentation will not be permitted to progress to the landfill.
- Comprehensive General Liability, Workers Compensation/Employers Liability and a vehicle liability policy showing WCS as a certificate holder.

The WCS Security Guard will direct all transporters delivering waste shipments to the facility. Transporters should remain with their transport vehicle while waiting to off-load.

4.2 Receiving Hours

Normal receiving hours are Monday though Friday from 8:00 a.m. to 3:00 p.m. Central Standard Time. If a generator needs to schedule waste into the facility on the weekend or at a different time, please contact the Customer Service Department at (888) 789-2783 for assistance. WCS will work with customers to try and accommodate specific requests; however, surcharges may apply to shipments received outside normal receiving hours.

4.3 Demurrage

4.3.1 Highway

It is extremely important that transporters arrive at their allotted receiving time. WCS will not compensate generators or transporters for demurrage charges if the transporter is not checked in with the WCS Security Guard within 15 minutes on either side of the scheduled time slot. A typical unloading time at WCS is 4 hours. If a truck is unloaded within 4 hours of the scheduled unloading time, WCS will not compensate generators or transports for demurrage charges. If trucks are delayed for more than 4 hours due to a problem caused by WCS, WCS will compensate transporters or generators for demurrage charges. If trucks are delayed for more than 4 hours due to waste or paperwork non-conformances, WCS will not compensate generators or transporters for demurrage charges.

4.3.2 Rail

Rail service to the WCS facility is outside the control of WCS. Rail demurrage will be handled contractually on a case-by-case basis.

4.4 Unscheduled Shipments

WCS reserves the right to reject unscheduled shipments. The facility will make a reasonable effort to receive the shipments within a timely manner; however surcharges will apply to unscheduled loads.

4.5 Non-Conforming Shipments

The facility will notify the customer/generator of any non-conformances found with a shipment. WCS has 15 days from receipt of the waste to resolve all major discrepancies as defined in 40 CFR 264.72. If major discrepancies are not resolved within the 15-day time period, WCS is required to notify the EPA Regional Administrator.

WCS will work with customers to resolve non-conformances; however, surcharges may apply and pricing may change. If WCS cannot process a non-conforming waste, it will be rejected and returned to the generator or to an alternate TSDF per the generator's instruction. Surcharges will apply to rejected waste.

4.6 Containerized Shipments

Containerized shipments include but are not limited to B-12 boxes, B-25 boxes, electrical equipment on flatbeds, and DOT non-bulk packaging. Containerized shipments do not include typical bulk shipments in roll-offs, intermodals and gondolas unless non-bulk packaging is shipped inside the bulk packages. Generators using "21st Century" containers require special arrangements with the facility. WCS requests all drum containers be shipped palletized.

WCS is equipped to handle containerized shipments in van trailers and flatbed trailers. The maximum weight for any single container 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 facility prior to shipment of any containerized waste weighing over 10,000 lbs.

4.6.1 Labeling, Packaging, and Identification

All shipments received by WCS must be properly labeled and marked according to all DOT, TSCA, TCEQ, NRC, and RCRA regulations. In addition, WCS requests that the following information be placed on all containers including non-hazardous waste:

- Generator of waste
- WCS Profile number associated with container
- Manifest document number associated with container
- Line item of manifest (section 11 of Uniform Hazardous Waste Manifest) associated with container
- Generators unique container ID number

4.6.2 Shipment by Rail

WCS has the capability of unloading rail shipments of containerized waste in standard size containers (20-40 cu yd) boxes up to 75 tons. If the container is larger than 20 to 40 cubic yards but less than 75 tons, or is a standard size container but weights more than 75 tons outside resources may be required and surcharges may apply. If a generator is interested in shipping rail quantities of containerized waste that exceed the standard container size or weigh more than 75 tons, please contact the Customer Service Department at (888) 789-2783.

4.6.3 Shipment by Truck

WCS allows the use of van trailers, flatbeds, SeaLand containers, etc; however, if a conveyance other than a van trailer or flatbed, such as a SeaLand container, is used, pre-approval is required from WCS. Surcharges may apply and the shipping paperwork must conform to this document.

4.7 Bulk Solid Shipments

Bulk solid shipments include but are not limited to roll-offs (20-30 cu yds), intermodals, and gondolas. If containerized material is shipped inside the bulk container, the shipment must conform to the containerized shipment portion of this document, and if required any special arrangements must be made with the facility. Material must be loaded in such a manner as to ensure easy unloading. If WCS must use additional equipment to "dig out" or empty a container, surcharges will apply. All gondolas, intermodals received by rail, and soft-top roll-offs that will be stored on the WCS facility must be covered with a white 6-millimeter tarp.

4.7.1 Labeling, Packaging, and Identification

All shipments received by WCS must be properly labeled, marked and placarded according to all DOT, TSCA, TCEQ, NRC, and RCRA regulations. In addition, WCS requests that the following information be placed on all containers including non-hazardous waste:

4.7.1.1 Shipments by Truck

- No additional information required

4.7.1.2 Shipments by rail

- Attach a copy of the associated hazardous waste manifest to each gondola or intermodal.

4.7.2 Shipments by rail

4.7.2.1 Gondolas

WCS has the ability to unload gondolas. Receipt rates will vary depending upon workload of the facility and the processing flow of the waste within the gondola. Bulk non-containerized debris shipped in gondolas must conform to the following guideline:

- No single piece of debris may weigh more than 7000 pounds.
- No single piece of debris may have dimensions greater than 4.5'X2'X2'.
- No free liquids are to be shipped in a gondola.

Any material that does not conform to the above guidelines will require pre-approval from the facility and surcharges may apply.

4.7.2.2 Intermodals

WCS has the ability to unload intermodals from flat cars on the rail. Maximum gross weight for each intermodal is 45,000 pounds. Receipt rates will vary depending upon workload of the facility and the processing flow of the waste within the intermodal.

4.7.3 Shipment by Truck

4.7.3.1 Roll-off's received on roll-off trailers and End Dumps

These two shipment methods are the preferred modes of receipt by WCS. Receipt rates will vary depending upon workload of the facility and the processing flow of the waste within the bulk containers.

4.7.3.2 Roll-off's, SeaLands or any other bulk containers received on flat beds (requiring crane or other lifting device)

WCS has equipment to off-load several types of bulk containers weighing less than 75 tons, although surcharges may apply for any bulk container weighing more than 20 tons. WCS can contract cranes to off-load containers heavier than 75 tons; however, surcharges will apply. Shipments of this type must be pre-approved by the facility.

4.8 Bulk Liquid Shipments

Bulk liquid shipments include any DOT approved bulk shipping container for liquids. WCS does not have the ability to apply steam or heat to tankers; therefore, any material that must be heated for loading/off-loading may not be shipped to WCS in bulk unless the facility is close enough for WCS to unload the material before it has time to cool. WCS does not offer services to dig out heels from bulk tankers; therefore any heel left after off-loading will be returned to the generator.

4.8.1 Labeling, Packaging, and Identification

All shipments received by WCS must be properly labeled, marked and placarded according to all DOT, TSCA, TCEQ, NRC, and RCRA regulations. There are no additional requirements for bulk liquid shipments.

4.8.2 Shipments by Rail

WCS is not permitted to off-load bulk liquids directly from the rail site; however, WCS can receive bulk liquids in ISO tankers shipped by rail and trans-load the ISO tankers to a permitted storage or off-loading area. Shipments of this kind will be evaluated for acceptance on a case-by-case basis. Contact the Customer Service Department at (888) 789-2783 for further discussion.

4.8.3 Shipments by Truck

WCS has the ability to off-load bulk liquids from tanker trucks. Please contact the Customer Service Department at (888) 789-2783 to ensure WCS can accommodate the type of container to be used.

4.9 Release of Shipping containers and Vehicles

4.9.1 LLRW, and shipments of exempt/Norm wastes that are transported as a DOT radioactive shipment.

DOT and the TCEQ require these shipments to be surveyed upon receipt, and for outgoing vehicles to have an unconditional release survey at the end of a job. WCS will perform these surveys without any specific request from the customer. WCS can provide copies of these surveys or a release certification upon specific request from the customer. Charges for these surveys are determined at the time when the price quote is given.

4.9.2 Exempt/Norm wastes that are shipped as Non-DOT radioactive and any non-radioactive wastes

WCS will conduct surveys on incoming exempt/NORM wastes to verify that the waste meets the specific conditions of the approved waste profile. However, WCS will not normally perform unconditional release surveys of these vehicles or outgoing empty containers. Release surveys can be performed by WCS if specifically requested by customer and a surcharge will apply.

5.0 OPERATIONAL AND BUSINESS HOURS

Normal business hours for the facility are Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time (CST). Normal receiving hours are Monday through Friday, 8:00 a.m. to 3:00 p.m. CST.

5.1 Audits and Tours

WCS must approve all audits and tours. Please contact the Customer Service Department at (888) 789-2783 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 facility.

5.2 Viewing Waste as it is being Processed

If a customer would like to observe WCS process their waste, the facility will customize the schedule to accommodate such activities provided adequate notice is given; however, WCS requests that all visits and viewing be limited to normal operational hours (7:30 a.m. – 4:00 p.m. CST). The facility will generally know how long it will take them to process a waste stream, and

will inform the generator of the day(s) in which their material is to be treated. If a customer would like this service, please advise the Customer Service department at the time of profiling the waste into the facility, and at the latest, when the waste is scheduled into the facility.

6.0 Attachments and References

6.1 Attachments

Attachment 1 - WCS Credit Application (WAC-01)
Attachment 2 - WCS Environmental Service Agreement (WAC-02)
Attachment 3 - WCS Environmental Service Agreement (WAC-03) – By-product
Attachment 4 - WCS Lab Pack Inventory (WAC-04)
Attachment 5 - WCS Instructions to Complete a Uniform Hazardous Waste Manifest (WAC-05) and Sample Uniform Hazardous Waste Manifest (not a WCS document)
Attachment 6 - WCS Spreadsheet for multi-line items manifests (WAC-06)
Attachment 7 - WCS LDR Notification (WAC-07)
Attachment 8 - WCS PCB Continuation Sheet (WAC-08)
Attachment 9 - WCS Asbestos Record of Shipment (WAC-09)
Attachment 10 - WCS Waste Profile (WAC-10)
Attachment 11 - WCS Radiological Attachment to Profile (OP-1.1-2)
Attachment 12 - WCS Chain of Custody Record for Samples for Pre-Acceptance Samples (AL-2.1.1-2)
Attachment 13 - WCS Inbound Waste Shipment Request Form (OP-1.1.1-1)

6.2 Attached References

Reference 1- SNM Procedure (OP-1.2.22)
Reference 2- Acceptable Surface Contamination Levels for Radioactive Material Release (RSP-100 Appendix G)

Waste Control Specialists LLC - Credit Application

Company Information	Principal Name: _____ Parent (if applicable): _____
Invoicing Information	Billing Address: _____ (P.O. Box / Street Address) _____ (City) (State) (Zip Code) Individual To Receive Invoices: _____ (Name) _____ (Title) (Telephone No.) Individual To Authorize Payments: _____ (Name) _____ (Title) (Telephone No.)
Physical Address Same as Billing	_____ (Street Address) _____ (City) (State) (Zip Code)
Bank References	1) _____ (Name of Bank) (Telephone No.) (Acct. #) _____ (Contact Name) (Title) 2) _____ (Name of Bank) (Telephone No.) (Acct. #) _____ (Contact Name) (Title)
Trade References	1) _____ (Name) (Account No.) (Telephone No.) 2) _____ (Name) (Account No.) (Telephone No.) 3) _____ (Name) (Account No.) (Telephone No.)
Company Officers	1) _____ (Name) (Title) 2) _____ (Name) (Title) 3) _____ (Name) (Title)
Credit Requested	D&B Rating _____ Requested Credit ($/Month): $ _____ Net _____ Days Customer Signature: _____
WCS Approvals	**D&B Rating** _____ **Approved Credit ($ / Month): $**_____ **Net** _____ **Days** **WCS Controller:** _____

WASTE CONTROL SPECIALISTS LLC
ENVIRONMENTAL SERVICE AGREEMENT (WAC-02)

As of this ____ day of _____, 20___, _____ a _____ [corporation], with its principal place of business located at _____ (hereinafter called "Customer"), and WASTE CONTROL SPECIALISTS LLC, a Delaware limited liability company with its principal place of business located at 9998 W. Hwy. 176, Andrews County, Texas 79714 (hereinafter called "WCS"), agree as follows:

WCS SERVICES. Provided Customer complies with the terms and provisions of this Agreement, WCS will provide such waste 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 on the following pages numbered 2 through 4 hereof shall constitute the Agreement.

TERM AND TERMINATION. Subject to the provisions contained elsewhere herein, the initial term of this Agreement shall commence on the date first written above 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.

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 facility. 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, by written notice, terminate this Agreement 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 contained on this page and herein the following four (4) pages to be executed by their duly authorized representatives as of the day and year set forth above.

WASTE CONTROL SPECIALISTS LLC

By: _____
Name: _____
Title: _____

USPS Address:
PO Box 1129
Andrews, Texas 79714
Fed Ex/UPS Address:
9998 W. Hwy. 176
Andrews, TX 79714

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

CUSTOMER

By: _____
Name: _____
Title: _____

Address: _____
_____

Phone: _____
Fax: _____

1. CUSTOMER WARRANTY.

A. Waste Profile Document. Prior to WCS's performance of any Services hereunder, Customer agrees to deliver to WCS a completed Waste Profile Document which shall accurately and completely describe any waste material to be managed pursuant to this Agreement (the "Waste Material"). The Waste 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) and processes that generated the Waste Material, as well as the concentration or range of concentrations of the significant constituents of the Waste Material. Customer shall advise WCS of the hazards and risks known to Customer to be associated with the Waste Material. If Customer receives any information, during the term of this Agreement, that the Waste Material, or components of the Waste 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. Customer shall, in addition to any labeling, placarding, marking, manifesting, or other such documentation required by law, provide WCS in advance with a representative sample of the Waste Material, if required. At the same time, Customer will advise WCS of procedures, if known, that would be of material significance to the proper handling of such Waste Material.

C. Waste Material. Customer represents and warrants that it will deliver to WCS only the Waste Material described in Exhibit "B". If the Waste Material is packaged by Customer, Customer warrants that such Waste 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 Waste 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 full 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 Waste Material and providing suitable means to transport and deliver the Waste Materials 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"), and all other statutes and regulations, whether federal, state or local. Customer shall use containers that comply with, and shall cause to be delivered to WCS all shipping papers, manifests, and labels with each shipment of Waste Materials in accordance with, all applicable requirements of DOT, the EPA, and all other statutes and regulations, whether federal, state or local. Vehicles supplied by Customer for the transportation of Waste Material shall be devoid of any residue from previous shipments. Customer shall be responsible for any cleaning, disposal, repair and/or replacement charges related to residue remaining in any vehicle after standard unloading procedures. The transporting party shall maintain in force, and shall require all carriers it engages to carry Waste 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.

4. NON-CONFORMING WASTES. In the event any Waste 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. WCS may make such examination of the Waste Material as it deems necessary prior to acceptance. Waste Material shall be considered "Non-Conforming" for the purposes of this Agreement, if (i) it is not in accordance with the descriptions, limitations or specifications stated in Exhibit "B", or (ii) it has constituents or components not identified in Exhibit "B."

Both Customer and WCS will pursue all reasonable alternative options for disposal, treatment and/or transportation of Non-Conforming Waste 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 Waste Material. In any event, Customer shall be obligated to pay all reasonable charges incurred by WCS for hauling, loading, preparing, storing and caring for Non-Conforming Waste Material, 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 Waste Material ("Title"), if WCS is ultimately going to dispose of the waste in its permitted facility, as follows: (i) if Customer provides transportation, upon WCS's acceptance of conforming Waste Material in the manner provided in Exhibit "A" and (ii) if WCS provides transportation, upon completion of loading of Waste Material onto vehicles used for transportation of the Waste Material. Prior to such time, Title shall remain with Customer. If the waste is to be treated or stored and then disposed in another facility, other than the WCS permitted facility, then title will remain, without exception, with the Customer. Notwithstanding the foregoing, Title to Non-Conforming Waste 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 hold harmless WCS, its present and future officers, directors, managers, members, employees, affiliates and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action (including those based on strict liability), 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.

B. WCS agrees to defend, indemnify and hold harmless Customer, its parents, divisions and subsidiaries, and their present and future officers, directors, employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action (including those based on strict liability), 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 shall, by termination of this Agreement, 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.	General Liability (*Bodily injury and property damage combined*)	$1,000,000	Each Occurrence
B.	Automobile Liability (*bodily injury and property damage combined*)	$1,000,000	Each Occurrence
C.	Workmen's Compensation and Employer's Liability	Statutory	
D.	Excess Liability	$5,000,000	Each Occurrence
E.	Environmental Impairment Liability	$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 Waste Material. All prior agreements and representations relative thereto, whether written or oral, are hereby annulled and superseded.

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Customer Initials

Exhibit A

Service and Pricing Agreement

[as may be attached as Customer purchase orders]

Exhibit B

Waste Profile Document

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

WASTE CONTROL SPECIALISTS LLC
ENVIRONMENTAL SERVICE AGREEMENT for BYPRODUCT MATERIAL (WAC-03)

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

By:_____
Name: _____
Title: _____

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

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

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

CUSTOMER

By:_____
Name: _____
Title: _____

Address: _____
_____

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.	General Liability (*Bodily injury and property damage combined*)	$1,000,000 Each Occurrence
B.	Automobile Liability (*Bodily injury and property damage combined*)	$1,000,000 Each Occurrence
C.	Workmen's Compensation and Employer's Liability	Statutory
D.	Excess Liability	$5,000,000 Each Occurrence
E.	Environmental Impairment Liability	$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]

WCS

WASTE CONTROL SPECIALISTS LLC

LAB PACK INVENTORY
(WAC-04)

Generator: _____ **Waste Profile Number:** _____

DOT Proper Shipping Name: _____ **Manifest Number:** _____

Additional Description: _____ **Container Number:** _____

Packaging Medium: _____ **Container Type:** _____ **Accumulation Date:** _____

DOT Labels: _____ **Container Size:** _____ **Date Packaged:** _____

ITEM (S)	Description *All Items must be 100% identified with all components listed*	Physical State	QTY	Hazard Class	Sub Hazard Class	PG I II III	Land Disposal Restriction Notification Information				Weight (lbs)	Container Size (ft^3)
							RCRA Waste Code(s)	Subcategory Code	UHC Codes	WW NWW		

☐ **Certification- For lab packs to be incinerated**
I certify under penalty of law that I personally have examined and am familiar with the waste and that the lab pack contains only waste that have not been excluded under appendix IV to 40 CFR Part 268 and that this lab pack will be sent to a combustion facility in compliance with the alternate treatment standards for lab packs at 40 CFR 268.42. I am aware that there are significant penalties for submitting a false certification, including the possibility of fine or imprisonment.

☐ **Certification- Lab pack for retort of mercury**
The waste in this lab pack contains mercury compounds in excess of 260 ppm total and must be retorted

☐ **Certification- Lab pack for treatment/disposal at WCS**

The waste in this lab pack does not contain Volatile Organic Compounds in excess of 85 ppm and can be treated by means other than combustion or mercury retort.

_____ _____ _____

Signature **Name/Title** **Date**

WCS

WASTE CONTROL SPECIALISTS LLC

LAB PACK INVENTORY CONTINUATION SHEET

ITEM (S)	**Description** *All Items must be 100% identified with all components listed*	Physical State	QTY	Hazard Class	Sub Hazard Class	PG I II III	Land Disposal Restriction Notification Information				Weight (lbs)	Container Size (ft^3)
							RCRA Waste Code	Subcategory Code	UHC Codes	WW NWW		

WCS - Instructions to Complete a Uniform Hazardous Waste Manifest And Sample Uniform Hazardous Waste Manifest (WAC-05)

Uniform Hazardous Waste Manifest and Instructions

Public reporting burden for this collection of information is estimated to average: 37 minutes for generators, 15 minutes for transporters, and 10 minutes for treatment, storage and disposal facilities. This includes time for reviewing instructions, gathering data, and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to: Chief, Information Policy Branch, PM-223, U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

GENERATORS

Item 1. Generator's U.S. EPA ID Number -- Manifest Document Number

Enter the generator's U.S. EPA twelve digit identification number and the unique five digit number assigned to this Manifest (e.g., 00001) by the generator.

Item 2. Page 1 of -- --

Enter the total number of pages used to complete this Manifest, i.e., the first page (EPA Form 8700-22) plus the number of Continuation Sheets (EPA Form 8700-22A), if any.

Item 3. Generator's Name and Mailing Address

Enter the name and mailing address of the generator. The address should be the location that will manage the returned Manifest forms.

Item 4. Generator's Phone Number

Enter a telephone number where an authorized agent of the generator may be reached in the event of an emergency.

Item 5. Transporter 1 Company Name

Enter the company name of the first transporter who will transport the waste.

Item 6. U.S. EPA ID Number

Enter the U.S. EPA twelve digit identification number of the first transporter identified in item 5.

Item 7. Transporter 2 Company Name

If applicable, enter the company name of the second transporter who will transport the waste. If more than two transporters are used to transport the waste, use a Continuation Sheet(s) (EPA Form 8700-22A) and list the transporters in the order they will be transporting the waste.

Item 8. U.S. EPA ID Number

If applicable, enter the U.S. EPA twelve digit identification number of the second transporter identified in item 7.

Note: If more than two transporters are used, enter each additional transporter's company name and U.S. EPA twelve digit identification number in items 24-27 on the Continuation Sheet (EPA Form 8700-22A). Each Continuation Sheet has space to record two additional transporters. Every transporter used between the generator and the designated facility must be listed.

Item 9. Designated Facility Name and Site Address

Enter the company name and site address of the facility designated to receive the waste listed on this Manifest. The address must be the site address, which may differ from the company mailing address.

Item 10. U.S. EPA ID Number

Enter the U.S. EPA twelve digit identification number of the designated facility identified in item 9.

Item 11. U.S. DOT Description [Including Proper Shipping Name, Hazard Class, and ID Number (UN/NA)]

Enter the U.S. DOT Proper Shipping Name, Hazard Class, and ID Number (UN/NA) for each waste as identified in 49 CFR 171 through 177.

Note: If additional space is needed for waste descriptions, enter these additional descriptions in item 28 on the Continuation Sheet (EPA Form 8700-22A).

Item 12. Containers (No. and Type)

Enter the number of containers for each waste and the appropriate abbreviation from Table I (below) for the type of container.

Table I -- Types of Containers

DM=Metal drums, barrels, kegs

DW=Wooden drums, barrels, kegs

DF=Fiberboard or plastic drums, barrels, kegs

TP=Tanks portable

TT=Cargo tanks (tank trucks)

TC=Tank cars

DT=Dump truck

CY=Cylinders

CM=Metal boxes, cartons, cases (including roll-offs)

CW=Wooden boxes, cartons, cases

CF=Fiber or plastic boxes, cartons, cases

BA=Burlap, cloth, paper or plastic bags

Item 13. Total Quantity

Enter the total quantity of waste described on each line.

Item 14. Unit (Wt./Vol.)

Enter the appropriate abbreviation from Table II (below) for the unit of measure.

Table II -- Units of Measure

G=Gallons (liquids only)

P=Pounds

T=Tons (2000 lbs)

Y=Cubic yards

L=Liters (liquids only)

K=Kilograms

M=Metric tons (1000 kg)

N=Cubic meters

Item 15. Special Handling Instructions and Additional Information

Generators may use this space to indicate special transportation, treatment, storage, or disposal information or Bill of Lading information. States may not require additional, new, or different information in this space. For international shipments, generators must enter in this space the point of departure (City and State) for those shipments destined for treatment, storage, or disposal outside the jurisdiction of the United States.

Item 16. Generator's Certification

The generator must read, sign (by hand), and date the certification statement. If a mode *other than* highway is used, the word "highway" should be lined out and the appropriate mode (rail, water, or air) inserted in the space below. If another mode *in addition to* the highway mode is used, enter the appropriate additional mode (e.g., *and rail*) in the space below.

Primary exporters shipping hazardous wastes to a facility located outside of the United States must add to the end of the first sentence of the certification the following words "and conforms to the terms of the EPA Acknowledgment of Consent to the shipment."

In signing the waste minimization certification statement, those generators who have not been exempted by statute or regulation from the duty to make a waste minimization certification under section 3002(b) of RCRA are also certifying that they have complied with the waste minimization requirements.

Generators may preprint the words, "On behalf of" in the signature block or may hand write this statement in the signature block prior to signing the generator certifications.

Note: All of the above information *except* the handwritten signature required in item 16 may be preprinted.

TRANSPORTERS

Item 17. Transporter 1 Acknowledgement of Receipt of Materials

Enter the name of the person accepting the waste on behalf of the first transporter. That person must acknowledge acceptance of the waste described on the Manifest by signing and entering the date of receipt.

Item 18. Transporter 2 Acknowledgement of Receipt of Materials

Enter, if applicable, the name of the person accepting the waste on behalf of the second transporter. That person must acknowledge acceptance of the waste described on the Manifest by signing and entering the date of receipt.

Note: International Shipments -- Transporter Responsibilities.

Exports -- Transporters must sign and enter the date the waste left the United States in item 15 of Form 8700-22. *Imports* -- Shipments of hazardous waste regulated by RCRA and transported into the United States from another country must upon entry be accompanied by the U.S. EPA Uniform Hazardous Waste Manifest. Transporters who transport hazardous waste into the United States from another country are responsible for completing the Manifest (40 CFR 263.10(c)(1)).

Owners and Operators of Treatment, Storage, or Disposal Facilities

Item 19. Discrepancy Indication Space

The authorized representative of the designated (or alternate) facility's owner or operator must note in this space any significant discrepancy between the waste described on the Manifest and the waste actually received at the facility.

Owners and operators of facilities located in unauthorized States (i.e., the U.S. EPA administers the hazardous waste management program) who cannot resolve significant discrepancies within 15 days of receiving the waste must submit to their Regional Administrator (see list below) a letter with a copy of the Manifest at issue describing the discrepancy and attempts to reconcile it (40 CFR 264.72 and 265.72).

Owners and operators of facilities located in authorized States (i.e., those States that have received authorization from the U.S. EPA to administer the hazardous waste program) should contact their State agency for information on State Discrepancy Report requirements.

EPA Regional Administrators

Regional Administrator, U.S. EPA Region I, J.F. Kennedy Fed. Bldg., Boston, MA 02203

Regional Administrator, U.S. EPA Region II, 26 Federal Plaza, New York, NY 10278

Regional Administrator, U.S. EPA Region III, 6th and Walnut Sts., Philadelphia, PA 19106

Regional Administrator, U.S. EPA Region IV, 345 Courtland St., NE., Atlanta, GA 30365

Regional Administrator, U.S. EPA Region V, 77 West Jackson Blvd., Chicago, IL 60604

Regional Administrator, U.S. EPA Region VI, 1201 Elm Street, Dallas, TX 75270

Regional Administrator, U.S. EPA Region VII, 324 East 11th Street, Kansas City, MO 64106

Regional Administrator, U.S. EPA Region VIII, 1860 Lincoln Street, Denver, CO 80295

Regional Administrator, U.S. EPA Region IX, 215 Freemont Street, San Francisco, CA 94105

Regional Administrator, U.S. EPA Region X, 1200 Sixth Avenue, Seattle, WA 98101

Item 20. Facility Owner or Operator: Certification of Receipt of Hazardous Materials Covered by This Manifest Except as Noted in Item 19

Print or type the name of the person accepting the waste on behalf of the owner or operator of the facility. That person must acknowledge acceptance of the waste described on the Manifest by signing and entering the date of receipt.

Items A-K are not required by Federal regulations for intra- or interstate transportation. However, States may require generators and owners or operators of treatment, storage, or disposal facilities to complete some or all of items A-K as part of State manifest reporting requirements. Generators and owners and operators of treatment, storage, or disposal facilities are advised to contact State officials for guidance on completing the shaded areas of the Manifest.

Instructions -- Continuation Sheet, U.S. EPA Form 8700-22A

Read all instructions before completing this form.

This form has been designed for use on a 12-pitch (elite) typewriter; a firm point pen may also be used -- press down hard.

This form must be used as a continuation sheet to U.S. EPA Form 8700-22 if:

&sbull; More than two transporters are to be used to transport the waste;

&sbull; More space is required for the U.S. DOT description and related information in Item 11 of U.S. EPA Form 8700-22.

Federal regulations require generators and transporters of hazardous waste and owners or operators of hazardous waste treatment, storage, or disposal facilities to use the uniform hazardous waste manifest (EPA Form 8700-22) and, if necessary, this continuation sheet (EPA Form 8700-22A) for both inter- and intrastate transportation.

GENERATORS

Item 21. Generator's U.S. EPA ID Number -- Manifest Document Number

Enter the generator's U.S. EPA twelve digit identification number and the unique five digit number assigned to this Manifest (e.g., 00001) as it appears in item 1 on the first page of the Manifest.

Item 22. Page -- --

Enter the page number of this Continuation Sheet.

Item 23. Generator's Name

Enter the generator's name as it appears in item 3 on the first page of the Manifest.

Item 24. Transporter -- -- Company Name

If additional transporters are used to transport the waste described on this Manifest, enter the company name of each additional transporter in the order in which they will transport the waste. Enter after the word "Transporter" the order of the transporter. For example, Transporter *3* Company Name. Each Continuation Sheet will record the names of two additional transporters.

Item 25. U.S. EPA ID Number

Enter the U.S. EPA twelve digit identification number of the transporter described in item 24.

Item 26. Transporter -- -- Company Name

If additional transporters are used to transport the waste described on this Manifest, enter the company name of each additional transporter in the order in which they will transport the waste. Enter after the word "Transporter" the order of the transporter. For example, Transporter 4 Company Name. Each Continuation Sheet will record the names of two additional transporters.

Item 27. U.S. EPA ID Number

Enter the U.S. EPA twelve digit identification number of the transporter described in item 26.

Item 28. U.S. DOT Description Including Proper Shipping Name, Hazardous Class, and ID Number (UN/NA)

Refer to item 11.

Item 29. Containers (No. and Type)

Refer to item 12.

Item 30. Total Quantity

Refer to item 13.

Item 31. Unit (Wt./Vol.)

Refer to item 14.

Item 32. Special Handling Instructions

Generators may use this space to indicate special transportation, treatment, storage, or disposal information or Bill of Lading information. States are *not* authorized to require additional, new, or different information in this space. TRANSPORTERS

Item 33. Transporter -- -- Acknowledgement of Receipt of Materials

Enter the same number of the Transporter as identified in item 24. Enter also the name of the person accepting the waste on behalf of the Transporter (Company Name) identified in item 24. That person must acknowledge acceptance of the waste described on the Manifest by signing and entering the date of receipt.

Item 34. Transporter -- -- Acknowledgement of Receipt of Materials

Enter the same number as identified in item 26. Enter also the name of the person accepting the waste on behalf of the Transporter (Company Name) identified in item 26. That person must acknowledge acceptance of the waste described on the Manifest by signing and entering the date of receipt.

OWNERS AND OPERATORS OF TREATMENT, STORAGE, OR DISPOSAL FACILITIES

Item 35. Discrepancy Indication Space

Refer to item 19.

Items L-R are not required by Federal regulations for intra- or interstate transportation. However, States may require generators and owners or operators of treatment, storage, or disposal facilities to complete some or all of items L-R as part of State manifest reporting requirements. Generators and owners and operators of treatment, storage, or disposal facilities are advised to contact State officials for guidance on completing the shaded areas of the manifest.

[49 FR 10501, Mar. 20, 1984, as amended at 51 FR 28685, Aug. 8, 1986; 51 FR 35192, Oct. 1, 1986; 53 FR 45091, Nov. 8, 1988; 62 FR 1834, Jan. 14, 1997]

Please print or type. (Form designed for use on elite (12-pitch) typewriter.) Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number

GENERATOR

5. Generator's Name and Mailing Address | Generator's Site Address (if different than mailing address)

Generator's Phone

6. Transporter 1 Company Name | U.S. EPA ID Number

7. Transporter 2 Company Name | U.S. EPA ID Number

8. Designated Facility Name and Site Address | U.S. EPA ID Number

Facility's Phone

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	1.					
	2.					
	3.					
	4.					

14. Special Handling Instructions and Additional Information

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name | Signature | Month | Day | Year

INTL

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:

Transporter signature (for exports only) Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name | Signature | Month | Day | Year

Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) | U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) | Month | Day | Year

19. Hazardous Waste Report Management Method Codes (i.e. codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name | Signature | Month | Day | Year

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039 Expires 9-30-91

UNIFORM HAZARDOUS WASTE MANIFEST *(Continuation Sheet)*

21. Generator's US EPA ID No. | Manifest Document No.

22. Page | Information in the shaded areas is not required by Federal law

23. Generator's Name

L. State Manifest Document Number

M. State Generator's ID

24. Transporter ____ Company Name | 25. US EPA ID Number

N. State Transporter's ID

O. Transporter's Phone

26. Transporter ____ Company Name | 27. US EPA ID Number

P. State Transporter's ID

Q. Transporter's Phone

GENERATOR

28. US DOT Description *(Including Proper Shipping Name, Hazard Class, and ID Number)*	29 Containers No.	Type	30 Total Quantity	31 Unit Wt./Vol.	R Waste No.
a.					
c					
d					
f					
g					
h					
i					

S. Additional Descriptions for Materials Listed Above

T. Handling Codes for Wastes Listed Above

32. Special Handling Instructions and Additional Information

TRANSPORTER

33. Transporter ____ Acknowledgement of Receipt of Materials — Date

Printed/Typed Name | Signature | Month Day Year

34. Transporter ____ Acknowledgement of Receipt of Materials — Date

Printed/Typed Name | Signature | Month Day Year

FACILITY

35. Discrepancy Indication Space

EPA Form 8700-22A (Rev. 9-88) Previous edition is obsolete.

Waste Control Specialists, LLC
Multi-line Item Manifest Spreedsheet

Generator:_____ Additional Information for manifest #:_____ Page ____ of ____

Line Item of Manifest	Generator unique ID #	EPA Hazardous Waste Codes	Underlying Hazardous Constitiuents	Size of Container	Gross Weight	Net Weight	ERG No.

WCS

WASTE CONTROL SPECIALISTS LLC

Land Disposal Restrictions
NOTIFICATION (WAC-07)

One time notification ☐ yes ☐ no

Generator Name: _____ **Manifest #:** _____

1. EPA Hazardous Waste Codes

Manifest Line Item	Profile Number	EPA Haz. Waste Codes	Subcategory	Specified Technology	WW/ NWW	F001-F005 Solvents*	UHC's 40 CFR 268.9

***Use corresponding number in table above for F001-F005 Solvents.**

1. Acetone	7. O-Cresol	13. N-Butyl Alcohol	19. Carbon Disulfide	25. Carbon Tetrachloride
2. Chlorobenzene	8. O- Dichlorobenzene	14. M-Cresol	20. P-Cresol	26. Mixed Cresols
3. Isobutyl Alcohol	9. Methanol	15. Ethyl Acetate	21. Ethyl Benzene	27. Ethyl Ether
4. Nitrobenzene	10. Pyridine	16. Methylene Chloride	22. Methyl Ethyl Ketone	28. Methyl Isobutyl Ketone
5. 1, 1, 2 Trichloroethane	11. 1,1,2-Trichloro 1,2,2-Triflouroethane	17. Tetrachloroethylene	23. Toluene	29. 1, 1, 1-Trichloroethane
6. Benzene	12. Cyclohexanone	18. Trichloroethylene	24. Trichloromono-fluoromethane	30. Mixed Xylene

a. Is 2-Nitropropane or 2-Ethoxyethanol present ☐ **Yes** ☐ **No (F005 Only)** ☐ **N/A**

b. Is your waste an F001-F005 solvent containing only one or more of the following: carbon disulfide, cyclohexanone, methanol ☐ **Yes** ☐ **No** ☐ **N/A**

2. If your waste is an F039 listed waste, please list the applicable regulated constituents *(use an attachment if necessary)*: _____

3. Is your waste subject to the alternate treatment standards for hazardous debris ☐ **Yes** ☐ **No.**
If yes, does the waste contain D001 or D003 ☐ **Yes** ☐ **No**

4. Is your waste subject to the alternate treatment standards for soil ☐ **Yes** ☐ **No**
If yes, complete certification section on next page.

WCS
WASTE CONTROL SPECIALISTS LLC

Land Disposal Restrictions

CERTIFICATION

☐ **Waste or soil meeting treatment standards at the point of generation.** I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR part 268 subpart D. I believe that the information I submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(a)(3)(i)*
☐ **Treatment residuals meeting treatment standards.** I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the treatment process has been operated and maintained properly so as to comply with the treatment standards specified in 40 CFR 268.40 without impermissible dilution of prohibited waste. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(b)(4)*
☐ **Contaminated soil that has been treated to meet treatment standards.** I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification and believe that it has been maintained and operated properly so as to comply with treatment standards specified in 40 CFR 268.49 without impermissible dilution of the prohibited wastes. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(a)(3)(i)*
☐ **Organic wastes that have been treated to a concentration level in order to meet a treatment standard.** I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the nonwaste water organic constituents have been treated by combustion units as specified in 268.42, Table 1. I have been unable to detect the nonwaste water organic constituents, despite having used best good-faith efforts to analyze for such constituents. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(b)(4)(iii)*
☐ **Waste that has been treated to remove a characteristic but still contains UHC's.** I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 or 268.49 to remove the hazardous characteristic. This decharacterized waste contains underlying hazardous constituents that require further treatment to meet treatment standards. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(b)(4)(iv)*
☐ **Waste that has been treated to remove a characteristic and meets UHC standards.** I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 to remove hazardous characteristic and underlying hazardous constituents, as defined in § 268.2*(i)* have been treated on-site to meet the § 268.48 Universal Treatment Standards. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(b)(4)(v)*
☐ **Debris that has been treated to meet the alternate treatment standards for debris.** I certify under penalty of law that the debris has been treated in accordance with the requirements of 40 CFR 268.45. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.	Applies to manifest line items: _____ *Reference: 268.7(d)(3)(iii)*
☐ **Waste that requires treatment.** The waste(s) listed on this document require treatment as specified in 40 CFR 268.40 or 268.45 prior to disposal.	Applies to manifest line items: _____ ☐ **Check if applicable to all hazardous waste on this manifest.**

I certify under penalty of law that I personally have examined this contaminated soil and it ☐ does/☐ does not contain listed hazardous waste and ☐ does/☐ does not exhibit a characteristic of hazardous waste and ☐ is subject to (requires treatment) / ☐ complies with the soil treatment standards as provided by 268.49(c) or the Universal Treatment Standards.

WCS reserves the right to properly manage waste as received, i.e. debris.

Generator's Signature	Printed/Typed Name & Title	Date

WCS Waste Control Specialist
9998 W. State Hwy 176
EPA ID# TXD 988088464

PCB Continuation Sheet

Generator Name	Address	EPA ID #	Manifest #

Idicate the Type of PCB: Bulk, Article Container, Article or Container, and Describe the waste (I.e. (oil and debris)	Serial Number or Assigned # (If Article cont. or Container)	Date Removed From Service	Date transported	Weight (Kg)	Profile #	Manifest Line item

WCS ASBESTOS RECORD OF SHIPMENT

1. WORK SITE NAME AND MAILING ADDRESS	OWNERS NAME	OWNER'S TELEPHONE NUMBER

2. OPERATOR'S NAME AND ADDRESS	OPERATOR'S TELEPHONE NUMBER

3. WASTE DISPOSAL SITE (WDS) NAME, MAILINGADDRESS AND PHYSICAL SITE LOCATON	WDS TELEPHONE NUMBER

4 NAME AND ADDRESS OF RESPONSIBLE AGENCY

5. DESCRIPTION OF MATERIALS	6. CONTAINERS		7. TOTAL QUANTITY (MUST BE CUBIC METERS OR YARDS)
	NUMBER	TYPE	

8 SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION

9. OPERATOR'S CERTIFICATION

I HEREBY DECLARE THAT THE CONTENTS OF THIS CONSIGNMENT ARE FULLY AND ACCURATELY DESCRIBED ABOVE BY THE PROPER SHIPPING NAME AND ARE CLASSIFIED, PACKED, MARKED AND LABELED, AND ARE IN ALL RESPECTS IN PROPER CONDITION FOR TRANSPORT BY HIGHWAY ACCORDING TO APPLICABLE INTERNATINAL AND GOVERNMENT REGUALTIONS.

PRINTED/TYPED NAME & TITLE	SIGNATURE	MONTH	DAY	YEAR

10. TRANSPORTER 1 (ACKNOWLEDGEMENT OF RECEIPT OF MATERIALS)

PRINTED/TYPED NAME	SIGNATURE	MONTH	DAY	YEAR

ADDRESS	TELEPHONE NUMBER
	( ) -

11. TRANSPORTER 2 (ACKNOWLEDGEMENT OF RECEIPTOF MATERIALS

PRINTED/TYPED NAME	SIGNATURE	MONTH	DAY	YEAR

ADDRESS	TELEPHONE NUMBER
	( ) -

12. DISCREPANCY INDICATION SPACE

13. WASTE DISPOAL SITE OWNER OR OPERATOR:

CERTIFICATION OF RECEIPT OF ASBESTOS MATERIALS COVERED BY THIS WASTE SHPMENT RECORD EXCEPT AS NOTED N ITEM 12

PRINTED/TYPED NAME	SIGNATURE	MONTH	DAY	YEAR

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

Waste Profile Sheet (OP-1.1-1)

Sales Representative | Exhibit "B" | Profile Number

Requested Facility (check all that apply):	☐ RCRA TSDF- EPA ID # TXD988088464 State ID# HW-50358 ☐ LLRW/LLMW Treatment/Storage Facility- TCEQ Lic. # R04971 ☐ Byproduct Materials Landfill TCEQ Lic. # R05807

Regulatory Status of Material or Waste/Attachments (check all that apply)	☐ RCRA Hazardous Waste ☐ Licensed Radiological Waste ☐ Non-Hazardous Waste	☐ Exempt Radioactive Waste ☐ Byproduct Material ☐ other (please note):

Attachments: ☐ Chain of Custody ☐ MSDS ☐ Attachment for Radioactive Material (includes NORM/Exempt) ☐ Other ☐ RCRA Analytical ☐ Radiological Analytical **Representative Sample:** ☐ Yes ☐ No

List any unacceptable treatment methods: | **PO Required for Invoicing:** ☐ Yes ☐ No

SECTION 1:		☐ Check if billing information is the same address.	
Generator Name:		**Billing Company:**	
Physical Address:		**Mail Address:**	
City, State, Zip:		**City, State, Zip:**	
Technical Contact: **e-mail:**		**Billing Contact:** **e-mail:**	
Phone #:	**Fax #:**	**Phone #:**	**Fax #:**
Manifest Return Address:			

SECTION 2: Generator Regulatory Status				**State ID#:** ____		**EPA ID#:** ____	
☐ Industrial	☐ Municipal	☐ PST Waste	☐ Universal Waste	☐ SQG	☐ CESQG	☐ Oil & Gas Exempt	☐ Oil & Gas Non-Exempt

SECTION 3: General Description and Regulatory Information | **State Waste Code #:** ____

Waste Name: ____

Process Generating Waste: ____

Is this a US EPA hazardous waste? ☐ Yes ☐ No **If yes, list all codes and LDR subcategories in table below (attach additional pages if necessary).**

Waste Code	Subcategory	Waste Code	Subcategory	Waste Code	Subcategory

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

Does material contain any regulated UHC's ☐ ☐ 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 ≥ 100%

Metals ☐ **TCLP** ☐ **Totals** ☐ **Generator's Knowledge** ☐ **ppm** ☐ **ppb**

Antimony:	Beryllium:	Lead:	Silver:	Mercury: ____ If waste carries D009, please check appropriate box below
Arsenic:	Cadmium:	Nickel:	Thallium:	
Barium:	Chromium:	Selenium:	Zinc:	☐ Mercury<260 ppm totals ☐ Mercury >260 ppm totals

Inorganic Constituents: ☐ **% by Wt** ☐ **% by Vol**

Chlorine: ____%	: ____%			
Cyanides: ____Total ____ Amenable ____Reactive		:	☐ TCLP	☐ Totals ☐ Gen. Knowledge
Sulfides: ____Total ____ Reactive		:	☐ TCLP	☐ Totals ☐ Gen. Knowledge

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

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	☐ 0-2	☐ Transparent	
Sludge ____ %	Debris ____%	Color ____	☐ >200	☐ >2.1-4	☐ Translucent	☐ Light (water)
☐% by Weight	☐% by Volume	Odor ____	☐ >140-200	☐ >4-10	☐ Opaque	☐ Medium (syrup)
Specific Gravity ____ Density ____			☐ >100-139	☐ >10-12.4	☐ Other____	☐ Heavy (tar)
Other Characteristics:			☐ <100	☐ >12.5-14	☐ N/A	☐ N/A

Other Characteristics of Waste ☐ **None Apply**

Yes	No		Yes	No		Yes	No	
☐	☐	Oxidizer	☐	☐	Dioxin Listed (Storage Only)	☐	☐	Liquid Organic Peroxide (not acceptable)
☐	☐	Explosive (not acceptable)	☐	☐	Infectious or Etiological (not acceptable)	☐	☐	Fuming/Smoking Waste
☐	☐	Pyrophoric (not acceptable)	☐	☐	Putrescible (not acceptable)	☐	☐	Pressurized Gasses (other than aerosols, not acceptable)
☐	☐	Water Reactive	☐	☐	Autopolymerizable	☐	☐	Solid Organic Peroxide

SECTION 6: Shipping Information DOT Shipping Name: ____

Hazard Class/Div. ____	ID# (UN/NA)____	Packing Group (PG)____	RQ ____
☐ Soft Top Rolloff	☐ B-25 ☐ B-12	☐ 55 gal. ☐ Metal ☐ Poly ☐ Fiber	Quantity
☐ Hard Top Rolloff	☐ Cu Yd Box or Super Sack	☐ 30 gal. ☐ Metal ☐ Poly ☐ Fiber	Frequency
☐ Gondola	☐ Shrink Wrapped Pallet	☐ 15 gal. ☐ Metal ☐ Poly ☐ Fiber	Overpacked Drums:
☐ Intermodal	☐ Tanker	☐ 5 gal. ☐ Metal ☐ Poly ☐ Fiber	Type ____ Size ____
☐ 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 know 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

WASTE CONTROL
SPECIALISTS LLC

Radiological Profile Attachment (OP-1.1-2)

PROFILE #:____

Requested Facility (check all that apply):	☐ RCRA TSDF- EPA ID # TXD988088464 State ID# HW-50358 ☐ LLRW/LLMW Treatment/Storage Facility- TCEQ Lic. # R04971 ☐ Byproduct Materials Landfill TCEQ Lic. # R05807

Regulatory Status of Material or Waste (check all that apply)	☐ Exempt Radioactive Waste ☐ Byproduct Material ☐ Licensed Mixed Waste	☐ Licensed Radiological Waste ☐ Federal Facility Waste ☐ Other (please list):____

Check Appropriate Box:	☐ Storage Only ☐ Direct Disposal	☐ Treatment/Disposal ☐ Treatment/Return to Generator	☐ Treatment/3rd Party Disposal Disposal Site:

Chemical Form: ____

Is material waste (Check one): ☐ Yes ☐ No | Is material exempt (Check one): ☐ Yes ☐ No (WAC Section 3.2.1)

If Waste, what waste class (Check one): ☐ A ☐ B ☐ C or ☐ >C (see Title 10 CFR 61.55 and 30 TAC 336.362

Is material NORM (Check one): ☐ Yes ☐ No | Is material source material (Check one): ☐ Yes ☐ No

If NORM radium, please indicate Radon emanation rate: _____ $pCi/m^2/sec$

Grams of special nuclear material (Total for Profile):
Pu _____ U-233 _____ U-235 _____

If material/waste contains special nuclear material, please complete WCS OP-1.2.22 Attachment 1

Highest dose rate in mR/hr: On contact_____ At 1 ft. _____

Are the containers verpacked? (Check one): ☐ Yes ☐ No

Describe the packaging: _____

_____Total Cubic Feet

Radioactive Constituents:

List all radionuclides present in the waste, the concentration pCi/gm and the total activity in millicuries. (Attach additional sheets if necessary-please use the same table format as below.)

Nuclide	Concentration Range (pCi/gm) Min.	Max.	Avg.	Total Activity (mCi)

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:** _____

Form AL-2.1.1-2 "Chain of Custody Record for Samples for Pre-Acceptance Samples" (WAC-12)

WASTE CONTROL SPECIALISTS LLC

9998 W State Hwy 176
Andrews, TX 79714
Phone (575)-394-4300
FAX (575)-394-3427

Chain of Custody Record for Pre-Acceptance Samples

Customer Name:	WCS Customer Service Rep.:
Waste Generator:	WCS Sales Rep.:

USEPA Waste Codes (If Known) :

☐ D001 ☐ D002 ☐ D003 ☐ D004 ☐ D005
☐ D006 ☐ D007 ☐ D008 ☐ D009 ☐ D010 ☐ D011 ☐ D018 ☐ F006
☐ F037 ☐ F038 ☐ K048 ☐ K049 ☐ K050 ☐ K051 ☐ K169 ☐ K170
☐ K171 ☐ K172 ☐ Others (specify): _____

Expected Treatment Process(es):

LAND DISPOSAL

☐ Stabilization ☐ Neutralization
☐ Macroencapsulation ☐ Deactivation ☐ Solidification
☐ Microencapsulation ☐ Direct Landfill ☐ Other (specify)

Comments:

Form AL-2.1.1-2 "Chain of Custody Record for Samples for Pre-Acceptance Samples" (Continued)

Expected analytical requirements based on generator knowledge of waste and expected waste treatment process(es)

TCLP-Metals	TCLP Volatile Organic Aromatics	*Specify others below:*
Total Metals	**Total Volatile Organic Aromatics**	
%Solids, Water and Oil	TCLP Semi-Volatile Organic Aromatics	
BTU's, %H_2O, % Hal.	Total Semi-Volatile Organic Aromatics	
Reactive Sulfide	BTEX: Benzene, Toluene, Ethyl Xylenes	
Total, Amenable Cyanide	PCB's: Polychlorinated Biphenyls	

	Sample Collection Data Sample Identification / Description	Collection Date Time	# of Containers Volume	Sample Matrix Type	Sample Preservation Method	Sample Collectors Signature
Sample 1		__-__-__ ____ ____	each @ mL	Solid Aqueous Sludge	Ice Pack H_2SO_4 HNO_3	
Sample 2		__-__-__ ____ ____	each @ mL	Solid Aqueous Sludge	Ice Pack H_2SO_4 HNO_3	
Sample 3		__-__-__ ____ ____	each @ mL	Solid Aqueous Sludge	Ice Pack H_2SO_4 HNO_3	

Sample(s) Relinquished By: Date / Time Sample Received By: Date / Time

Form AL-2.1.1-2

WASTECONTROL SPECIALISTS LLC

OP-1.1.1-1 INBOUND- WASTE SHIPMENT REQUEST FORM

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:

Waste Shipment Information:

WCS PROFILE NUMBER:	UNIFORM HAZARDOUS WASTE MANIFEST NUMBER:	CONTAINERS/PACKAGING:			PROPOSED SHIPMENT SCHEDULE:			
		TYPE	SIZE	QUANTITY	DEPARTURE DATE	DEPARTURE TIME	ARRIVAL DATE	ARRIVAL TIME

CONVEYANCE MODE: (Check all that apply)	☐ RAILWAY	☐ GONDOLA	☐ INTERMODAL	☐ SEALAND
☐ HIGHWAY ☐ ROLLOFF BOX	☐ FLATBED TRAILER	☐ ENCLOSED TRAILER	☐ VACUUM BOX	☐ 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.
TRANSPORTER EPA ID#:		

Waste Container Handling and Safety Information:

A	If material is radioactive, are the radiation dose rates for any container > 100 mr/hr on contact?	☐ YES	☐ NO	☐ NA	Max Contact Dose Rate = mr/hr
B	If material is radioactive, are the radiation dose rates for any internal item > 100 mr/hr on contact?	☐ YES	☐ NO	☐ NA	Max Contact Dos Rate = mr/hr
C	Is waste subject to become readily airborne (low-density, dry, dusty)?	☐ YES	☐ NO	☐ NA	If Yes, please describe in Remarks below.
D	Is the waste subject to release of radioactive gases such as Radon?	☐ YES	☐ NO	☐ NA	If Yes, please describe in Remarks below.
E	Does the waste or any container contain any debris>4 ft. in any dimension?	☐ YES	☐ NO	☐ NA	If Yes, please describe in Remarks below.
F	Does shipment contain drums or smaller packages that are not palletized?	☐ YES	☐ NO	☐ NA	If Yes, please describe in Remarks below.
G	If shipment is in an enclosed trailer, does any container weigh >7,000 lbs.?	☐ YES	☐ NO	☐ NA	Max. Container Weight lbs.
H	If shipment is by flatbed trailer, does any container weigh > 10,000 lbs.?	☐ YES	☐ NO	☐ NA	Max. Container Weight lbs.
I	If shipment is in bulk container(s), does any container weigh > 65,000 lbs.?	☐ YES	☐ NO	☐ NA	Max. Container Weight lbs.
J	Are there any containers inside the shipping container (e.g., drums in intermodal)?	☐ YES	☐ NO	☐ NA	If Yes, please describe in Remarks below.
K	Are there 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?	☐ YES	☐ NO	☐ NA	If Yes, please describe in Remarks below.

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

GENERATOR / CUSTOMER (*PRINTED NAME*)	**GENERATOR / CUSTOMER (*SIGNATURE*)**

SNM EXEMPTION

PROCEDURE APPROVALS		
Ryan Williams TECHNICAL SUPPORT MANAGER *(printed name)*	TECHNICAL SUPPORT MANAGER *(signature)*	4/17/08 DATE
Jeff Shouse DIRECTOR OF OPERATIONS *(printed name)*	DIRECTOR OF OPERATIONS *(signature)*	4/17/08 DATE
Tim Greene RADIATION SAFETY OFFICER (printed name)	RADIATION SAFETY OFFICER (signature)	4-17-08 DATE
INDICATES RSO HAS DETERMINED THAT ANY MODIFICATIONS RESULTING FROM USE OF THIS SOP WILL PROVIDE LEVELS OF RADIATION SAFETY AND ADMINISTRATIVE CONTROLS THAT ARE AT LEAST EQUIVALENT TO THOSE APPROVED BY THE RESPECTIVE REGULATORY AUTHORITIES		
Pete Rodriquez QUALITY ASSURANCE MANAGER *(printed name)*	QUALITY ASSURANCE MANAGER *(signature)*	4/17/0 DATE
Linda Beach VP / GENERAL MANAGER *(printed name)*	VP / GENERAL MANAGER *(signature)*	4/17/08 DATE

1.0 PURPOSE AND SCOPE

1.1 This procedure describes the waste acceptance requirements for Special Nuclear Material (SNM). Sampling and documentation requirements for the waste generator and for Waste Control Specialists (WCS) are described. The procedure lists concentration limits for SNM and the sampling frequency required for characterizing the shipments of various concentrations of SNM.

1.2 This procedure implements license conditions in the WCS Radioactive Materials License No. R04971 issued by the Texas Commission on Environmental Quality (TCEQ).

1.3 The requirements of this procedure must be satisfied for all SNM received and processed at WCS. This procedure does not apply to SNM received prior to the effective date of DSHS License Amendment 17 of January 10, 2002. SNM received on or after January 10, 2002 may be stored separately from SNM received prior to January 10, 2002.

1.4 The requirements of this procedure are in addition to the requirements of other WCS procedures for accepting waste.

1.5 In accordance with the License Condition 19.C., prior to receipt of transuranics with concentrations exceeding 100 nanocuries per gram, WCS will obtain an executed, written agreement from an authorized federal agency. The agreement shall meet the terms of the agreement specified in License Condition 15.B.

2.0 DEFINITIONS

2.1 Special Nuclear Material - SNM is defined by Title I of the Atomic Energy Act of 1954 as plutonium, uranium-233, or uranium enriched in the isotopes uranium-233 or uranium-235. For this procedure and based upon license R04971 requirements, the only plutonium defined as SNM will be plutonium 239 and 241. The definition includes any other material that the Commission determines to be special nuclear material, but does not include source material.

2.2 Homogeneity – is defined as a waste stream where the average specific activity is within a factor of 5 of the minimum and maximum specific activities for each SNM radionuclide present.

3.0 RESPONSIBILITIES

3.1 The **Waste Generator** is responsible for completing the SNM Exemption Certification Attachment, and for ensuring that sampling requirements and documentation provide a complete and accurate characterization of the SNM.

3.2 The **Waste Acceptance Specialist (WAS)** is responsible for the performance of this procedure and ensuring that all the requirements for receipt, sampling, and analysis are satisfied prior to processing SNM.

3.3 The **Radiation Safety Officer (RSO)** is responsible for review of the SNM Exemption Certification Attachments and the WCS verification sampling and analysis, and the WCS SNM acceptance checklist.

3.4 The **Operations Department** is responsible for performing sampling as required by this procedure.

4.0 PREREQUISITES, PRECAUTIONS AND LIMITATIONS

4.1 PREREQUISITES

4.1.1 WAS performing this procedure will have attended Special Nuclear Material Training.

4.1.2 A completed Waste Profile, Exhibit B of the WCS Service Agreement, is required of the Waste Generator. The Waste Generator must comply with all SNM requirements specified in this procedure.

4.2 PRECAUTIONS AND LIMITATIONS

4.2.1 Special Nuclear Material concentration limits specified in this procedure shall not be exceeded.

4.2.2 When more than one SNM radionuclide is present in the mixture, the sum of the ratios of each radionuclide to its limit shall not exceed 1.

5.0 INSTRUCTIONS

Special Nuclear Material Limits

5.1.1 The License Limits for SNM are shown in Table 1 below. The license limits are in units of grams of SNM per grams of waste and are converted to activity concentration limits of (pCi/g).

Table 1

Maximum Allowable Concentrations of SNM In Individual Waste Containers

SNM Isotope[1,4]	Maximum Concentration (g SNM/g waste)	Maximum Concentration (pCi/g)	Measurement Uncertainty (gram SNM/gram waste) Maximum one sigma
U-233	4.7E-04	4.5E+06	7.1E-05
U-235[2]	9.9E-04	2.1E+03 (U-235)	1.5E-04
U-235[3]	6.2E-04	1.3E+03 (U-235)	9.3E-05
Pu-239	2.8 E-04	1.7 E+07	4.2E-05
Pu-241	2.2 E-04	2.3 E+10	3.2E-05

[1]Isotopes of uranium and isotopes of plutonium that are not listed in this table can be received in any concentration. There is no limiting concentration for the isotopes that are not listed.

[2]Less than 10 percent enrichment (U-235 mass enrichment)

[3]Greater than 10 percent enrichment (U-235 mass enrichment)

[4]For a mixture of SNM isotopes listed in this table, the sum-of-the-fractions rule applies.

5.1.2 Waste Generator Sampling Frequency Guidelines

5.1.2.1 The Waste Generator shall submit a sampling plan for characterizing the SNM waste. The plan shall include:

- Sampling methods, alternative methods available
- Sampling points,
- Number of samples,
- Analysis methods,
- Detection levels,
- Data reduction and analysis

  Review of the data, and
- Increasing the sampling frequency when the data show higher concentrations of SNM than originally assumed or non-homogeneous concentrations.

5.1.2.2 The Waste Generator is expected to follow the sampling frequency guidelines in Table 3. The guidelines require a higher frequency of samples to be obtained and documented as the concentration of SNM increases.

5.1.2.3 Table 2 lists the activity concentrations for each SNM radionuclide. The columns show the concentrations (action levels) that will define the sampling frequency.

5.1.2.3.1 Column 1 shows the WCS SNM concentration limit. This value shall not be exceeded.

5.1.2.3.2 Column 2 shows one-tenth of the WCS SNM concentration limit

5.1.2.3.3 Column 3 shows one-hundredth of the WCS SNM concentration limit.

5.1.2.4 The MDA, Minimum Detectable Activity (95% confidence level) listed, applies to samples that are low in activity (at or below one-hundredth of the WCS limit). When the sample contains measurable activity, achieving the MDA is not required. Samples should be counted long enough to achieve 15% relative error (1 sigma total analysis uncertainty). Measurement uncertainty applies when there is activity at least 5 times the detection level. The uncertainty for measurements near the detection level will be greater and likely will not be within 15%.

5.1.2.5 If the measured concentration plus the error band is less than one-hundredth of the limit, then a larger error band may be acceptable.

Table 2

Activity Concentration Action Levels

		Column 1	Column 2	Column 3	
Radionuclide	**Maximum Mass Concentration Limit**	**Maximum Activity Concentration Limit**	**0.1 Limit**	**0.01 Limit**	**MDA**
	(gram SNM / g waste)	**(pCi/g)**	**(pCi/g)**	**(pCi/g)**	**(pCi/g)**
U-233	4.7E-04	4.5E+06	4.5E+05	4.5E+04	1.0E+02
U-235 < 10%	9.9E-04	2.1E+03 U-235	2.1E+02 U-235	2.1E+01 U-235	4.0E+00
U-235 > 10%	6.2E-04	1.3E+03 U-235	1.3E+02 U-235	1.3E+01 U-235	2.5E+00
Pu-239	2.8E-04	1.7E+07	1.7E+06	1.7E+05	1.0E+02
Pu-241	2.2E-04	2.3E+10	2.3E+09	2.3E+08	4.0E+02

The minimum sampling frequency required by the Waste Generator is shown in Table 3.

Table 3

Waste Generator – Minimum Sampling Frequency

Activity Range (See columns in Table 2)	**Minimum Sampling Frequency**
Column 2 - Column 1 or when shipment is not homogeneous (min and max samples within a factor of 5 of the average)	One sample for every 600 kg (1300 lbs) of waste
Column 3 - Column 2	One sample for every 6,000 kg (13,000 lbs) of waste
< Column 3	One sample for every 60,000 kg (130,000 lbs) of waste

5.1.3 SNM Waste Profile Homogeneity of Concentrations

5.1.3.1 The SNM concentrations will be accepted as homogeneous if the waste profile shows that the maximum and minimum concentrations are within a factor of 5 of the average concentrations.

5.1.3.2 If the container sample concentration uniformity cannot be demonstrated by process knowledge, then the Waste Generator will perform additional sampling and additional information will be required in the sampling plan from the Waste Generator.

5.1.3.3 Additional sampling requirement (Waste Generator sample and analysis) when the homogeneity cannot be demonstrated: four uniformly distributed aliquots per composite sample for every 600 kg (1300 lbs) of waste will be required.

5.1.3.4 Direct sampling is the preferred method of waste characterization. Scaling factors and/or process knowledge may be used as an alternative or supportive method of characterization; however, the information must be of sufficient detail and quality to justify its use.

5.1.4 Sample Analysis Methods

5.1.4.1 The analysis method used to analyze the SNM should be an industry accepted method, and analysis should only be performed by a certified lab.

5.1.4.2 Generally accepted methods of analysis include:

- Gamma Spectroscopy
- Isotopic Uranium (alpha spectroscopy)
- Isotopic Plutonium (alpha spectroscopy)
- Liquid Scintillation Counting by plutonium separation/alpha spec to determine separation yield/ gas proportional counting.
- Inductively Coupled Plasma (ICP) mass spectroscopy

5.1.5 Direct Analysis Techniques

Some direct measurement techniques, such as Non-Destructive Assay (NDA) may also be accepted. The measurement detection levels and uncertainties will need to meet the same criteria as that of direct sampling.

5.1.6 Waste Generator – Special Nuclear Material Exemption Certification

The Waste Generator shall complete Attachment 1 to this procedure, Special Nuclear Material Exemption Certification, to certify that all requirements for shipment and receipt of SNM to WCS have been met. A completed and signed Attachment 1 shall be attached to the waste profile and the waste manifest.

5.1.7 WCS Review of Special Nuclear Material Exemption Certification and Verification Sampling required in Attachment 1 using the guidelines specified in Attachment 2 for pre-acceptance of SNM at the WCS facility.

5.1.8 WCS will review and approve the SNM exemption certification documentation required in Attachment 1 using the guidelines specified in Attachment 3 for final acceptance of SNM at the WCS facility. WCS will perform verification sampling of the waste shipments when the waste arrives on site at the frequency described in Attachment 3 to this procedure.

5.1.9 As verification sampling is performed, any SNM results:

- Shall be sent by overnight mail to the RSO or delegate

  The time and date of receipt of the report at WCS shall be noted on the report.

- Upon receipt at WCS, all SNM analytical reports shall be transmitted immediately to the RSO or designate for review.

- If the RSO or designate determines that notification in 5.1.11 might be required, an investigation will be conducted concurrently with the notifications

5.1.10 Processing of mixed waste containing SNM will be limited to chemical stabilization (i.e., mixing waste with reagents). For batches with more than 600 kilograms of waste, the total mass of SNM shall not exceed the concentration limits in License Condition 19.A.1, times 600 kilograms of waste.

5.1.11 If waste is received that violates any of the Conditions in Attachments 1 & 2 notify the NRC, Region IV office and the Texas Commission on Environmental Quality (TCEQ) within 24 hours; and then provide a written notification within seven days.

5.1.12 WCS shall obtain TCEQ and/or NRC approval, as required, prior to changing any activities associated with the Conditions delineated in this procedure.

5.1.13 To perform SNM Pre-acceptance Sampling or Characterization on incoming SNM wastes that consist of primarily surface contaminated objects and are not amenable to conventional sampling methods, the following alternative method may be used. Other alternate methods may also be used if approved by the RSO.

- Collect several smears from representative objects within the package. These smears may be combined to form a composite sample, or may be

considered as separate samples. Analyze these smears for the SNM nuclides referenced in this procedure.

- Estimate the average surface area for each area that has a specific sample (single smear or group of smears). Also, estimate the total surface area of all the objects in the package.
- After receiving the results for the smears extrapolate the activity to the areas represented by the sample(s), and then further extrapolate it to the total area of the objects in the package. Total the activity for each SNM nuclide, divide it by the total net waste weight in the package, and then compare it to the SNM limits in this procedure.
- Contact the RSO as desired for further guidance.

6.0 RECORDS

6.1 Records demonstrating performance of this procedure shall be created and retained in accordance with all:

6.1.1 Applicable statutory and regulatory requirements;

6.1.2 Supplemental WCS records management policies and procedures.

6.1.3 WCS procedure QA-17.0.1, Quality Assurance Records; and

6.2 The following completed and authenticated documents are official WCS records:

6.2.1 Attachment 1, Special Nuclear Material Exemption Certification Special Nuclear Material Waste Acceptance Criteria (to be completed by the Waste Generator) Records will be retained for the life of the plant

6.2.2 Attachment 2, Guidelines for Pre-acceptance Review of Shipments Containing Special Nuclear Material for the Purpose of Meeting the Exemption Under 10 CFR 70. (To be completed by WCS) Records will be retained for the life of the plant

6.2.3 Attachment 3, Guidelines for Final Acceptance Review of Shipments Containing Special Nuclear Material for the Purpose of Meeting the Exemption Under 10 CFR 70. (To be completed by WCS) Records will be retained for the life of the plant

7.0 References

7.1 10 CFR 70

7.2 WCS procedure QA-17.0.1, "Quality Assurance Records"

7.3 TCEQ Radioactive Materials License No. R04971

7.4 OP-1.1.1, "Approval & Scheduling of Inbound Waste Shipments"

7.5 OP-1.1.2, "Shipment Document Review"

7.6 OP-1.2.1, "Arriving Vehicle Safety Inspection"

7.7 OP-1.2.2, "Waste Shipment Acceptance"

7.8 OP-1.2.24, "Sampling & Process WO for low Level Waste"

7.9 RS-4.2.1, "Surveys of Incoming and Outgoing Shipments"

7.10 RS-1.9.1 "Chain of Custody Record"

Attachment 1 **Page 1 of 2**

Special Nuclear Material Exemption Certification Attachment
Special Nuclear Material Waste Acceptance Criteria
(To be completed by the Waste Generator)

If SNM (Special Nuclear Material) is present, in the waste, this certification form must be completed and signed, certifying the following conditions. This form and all required information must be attached to the waste profile form and the waste manifest.

Condition 1: Please check at least one of the following that applies to the waste stream:

Table 1
Maximum Allowable Concentrations of SNM in Individual Waste Containers

SNM Isotope[1,4]	Maximum Concentration(g SNM/g waste)	Maximum Concentration (pCi/g)	Measurement Uncertainty (gram SNM/gram waste) Maximum one sigma
U-233	4.7E-04	4.5E+06	7.1E-05
U-235[2]	9.9E-04	2.1E+03 (U-235)	1.5E-04
U-235[3]	6.2E-04	1.3E+03 (U-235)	9.3E-05
Pu-239	2.8 E-04	1.7 E+07	4.2E-05
Pu-241	2.2 E-04	2.3 E+10	3.2E-05

[1]Isotopes of uranium and isotopes of plutonium that are not listed in this table can be received in any concentration. There is no limiting concentration for the isotopes that are not listed.
[2]Less than 10 percent enrichment (U-235 mass enrichment)
[3]Greater than 10 percent enrichment (U-235 mass enrichment)
[4]For a mixture of SNM isotopes listed in this table, the sum-of-the-fractions rule applies.

Condition 2: Please certify that the following conditions have been satisfied by checking each box:

a. Concentrations of SNM in individual waste containers do not exceed the applicable values listed in Table 1, above.

b. The SNM is homogeneously distributed throughout the waste or the SNM concentrations in any contiguous mass of 600 kilograms (1300 lbs) do not exceed on average the specified limits. (Based on process knowledge or testing).

c. Waste does not contain "pure forms" of chemicals containing carbon, fluorine, magnesium, or bismuth in bulk quantities (e.g., a pallet of drums, a B-25 box). By "pure forms," it is meant that mixtures of the above elements such as magnesium oxide, magnesium carbonate, magnesium fluoride, bismuth oxide, etc. do not contain other elements. The presence of the above materials will be determined and documented by the generator, based on process knowledge or testing.

d. Waste does not contain total quantities of beryllium, hydrogenous material enriched in deuterium, or graphite above one-tenth of one percent of the total weight of the waste. The presence of the above materials will be determined and documented by the generator, based on process knowledge, or testing.

e. Waste packages do not contain highly water soluble forms of SNM greater than 350 grams of U-235 or 200 grams of U-233 or Pu. The sum of the fractions rule will apply for mixtures of U-233, U-235, and Pu. When multiple containers are processed in a larger container, the total quantity of soluble SNM shall not exceed these mass limits. Highly soluble forms of SNM include, but are not limited to; uranium sulfate, uranyl acetate, uranyl chloride, uranyl formate, uranyl fluoride, uranyl nitrate, uranyl potassium carbonate, uranyl sulfate, plutonium chloride, plutonium fluoride, and plutonium nitrate. The presence of the above materials shall be determined and documented by the generator, based on process knowledge or testing.

Condition 3: Please indicate that the following information is attached to the Radioactive Waste Profile Record by checking each box. (Note: Only the two-page SNM Exemption Certification form needs to be included with each manifest, unless an alternative sampling plan was approved at the pre-acceptance stage).

a. Provide a description of how the waste was generated, list the physical forms in the waste, and identify the uranium chemical composition and other chemicals that may be present in the waste.

b. Provide a general description of how the waste was characterized (including the volumetric extent of the waste, and the number, location, type, and results of any analytical testing), the range of SNM concentrations, and the analytical results with error values used to develop the concentration ranges.

c. Describe the process by which the waste was generated showing that the spatial distribution of SNM must be uniform or other information supporting spatial distribution.

d. Describe the methods to be used to determine the concentrations on the waste profile and manifests. These methods could include direct measurement and the use of scaling factors. Describe the uncertainty associated with sampling and testing used to obtain these concentrations.

4. Generator's certification of compliance with the SNM exemption: I certify that the information provided on this form is complete, true, and correct and is based on process knowledge, physical observations, or laboratory testing. I also certify that any supporting documentation and analytical results have been submitted to WCS. I understand that this information is required to meet the requirements of the U.S. Nuclear Regulatory Commission and the Texas Department of State Health Services and is complete and accurate in all material respects.

Waste Generator Name _____ WCS Waste Profile #:_____

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Attachment 2 **Page 1 of 3**

Guidelines for Pre-acceptance Review of Shipments Containing Special Nuclear Material for the Purpose of Meeting the Exemption under 10 CFR 70.
(To be completed by WCS)

Pre-acceptance review of the waste profile information shall be performed in accordance with OP-1.1.1 and supplemented by this procedure when SNM is present in the waste.

A Special Nuclear Material Exemption Certification (Attachment 1 of this procedure) must be attached to the waste profile if any of the radionuclides in condition 1 (of the SNM Exemption Certification) appear on the waste profile.

The Special Nuclear Material Exemption Certification Attachment shall be reviewed and verified as follows:

Condition 1: Verify that at least one box has been checked in Condition 1 and this matches the information on the waste profile.

Condition 2: Verify that all boxes in Condition 2 have been checked.

2.a. The value for the checked radionuclide is less than the maximum indicated limit in Condition 1 and that no other radionuclides listed in Condition 1 appear on the waste profile. If other radionuclides are checked insure that the sum–of-the-fractions is less than one.

2.b. Based on review of information in Condition 3.c. and the radiological data in the waste profile, verify that the SNM concentration is homogeneous. (Maximum and minimum concentrations within a factor of five times the average.) Additional sampling with documentation in the sampling plan may be required if this condition cannot be verified by process knowledge and/or initial sampling. If not checked or verified see guidelines for condition 3.b. below.

2.c. Verify by review of the waste profile and the information in Condition 3.a. that the listed chemicals are not present.

2.d. Verify by review of the waste profile and the information in Condition 3.a. that the listed materials do not exceed 0.1%.

2.e. Verify by review of the waste profile and the information in Condition 3.a. that the waste does not contain soluble forms of plutonium and uranium greater than the amounts indicated.

Condition 3: Verify that all boxes in Condition 3 have been checked and the required additional information is attached.

3.a. Review the information to verify that it supports the certification provided in condition 2.c., d., and e.

3.b. Verify that the Waste Generator's waste sampling and characterization methodology meets the following guidelines.

3.b.1 If Condition 2.b. has been verified and:

3.b.1.1 The average concentration of the SNM radionuclide with the highest concentration is between the limit in Condition 1 and one-tenth of the limit: At least four uniformly distributed aliquots per composite sample for every 600 kg (1300 lbs) of waste is required.

3.b.1.2 The average concentration is between one-tenth and one-hundredth of the limit in Condition 1: At least four uniformly distributed aliquots per composite sample for every 6,000 kg (13000 lbs) of waste.

3.b.1.3 The average concentration is less than one-hundredth of the limit in Condition 1: At least four uniformly distributed aliquots per composite sample for every 60,000 kg (130,000 lbs) of waste.

3.b.2 If Condition 2.b. has not been verified (the distribution of SNM is not homogeneous): At least four uniformly distributed aliquots per composite sample for every 600 kg (1300 lbs) of waste will be required.

3.b.3 Direct sampling is the preferred method of waste characterization. Scaling factors and/or process knowledge may be used as an alternative or supportive method of characterization, however the information provided in 3.d. must be of sufficient detail and quality to justify its use.

3.b.4 If direct sampling is performed and the sample frequency is not otherwise limited by the above weights, the following is the minimum sampling frequency for acceptance at WCS. However, process knowledge can also be used in conjunction with direct sampling or direct measurement techniques as an equivalent way of satisfying the minimum sampling requirements."

20-yd^3 Rolloffs: A composite sample consisting of at least four uniformly distributed aliquots per composite sample from the box.

Boxes, Drums, and Smaller Containers: A composite sample consisting of one aliquot from each container to achieve the above total weight per sample.

Debris. Sampling should be performed by taking representative cuttings, borings, or small pieces. If this is not possible, the concentration may be determined by performing surface surveys and converting the survey data to total mass of each SNM radionuclide, and then dividing by the mass of the material.

3.c. Verify that the information submitted is supported by measurements and/or other data that provides reasonable assurance that the conclusion of uniform distribution is valid. Additional documentation and sampling may be required if this condition cannot be verified by process knowledge and/or initial sampling.

3.d. Verify that the uncertainty in the methods used to obtain the SNM concentrations on the waste profile is within the limits of Condition 1. If other than direct measurements are used, additional statistical or other data should be provided to show that these correlations meet the uncertainty requirements under Condition 1.

3.e. Verify that the SNM Exemption Certification is appropriately dated and signed.

If proper justification has been given to WCS, a different sampling plan (site characterization data) may be submitted for approval at the pre-acceptance (waste profile) stage. If pre-acceptance approval is given on this basis then the entire package of information (Condition 1, 2, and 3) must again be submitted at the final acceptance (waste manifest) stage.

Attachment 2 **Page 3 of 3**

I certify that written documentation for all the above information has been reviewed and verified and is on file.

WCS Waste Profile #:_____

Reviewed by _____ _____ _____
Signature Title Date

Pre-Acceptance Approval_____ Date:_____
Radiation Safety Officer

Attachment 3 **Page 1 of 2**

Guidelines for Final Acceptance Review of Shipments Containing Special Nuclear Material for the Purpose of Meeting the Exemption Under 10 CFR 70.
(to be completed by WCS)

The receipt and inspection of all incoming low level waste shipments shall be performed in accordance with OP-1.2.2.

Final acceptance review of the waste manifest information shall be performed in accordance with OP-1 1.2 and as supplemented by this procedure if SNM is present in the waste.

A Special Nuclear Material Exemption Certification form (Attachment 1 from this procedure) must be attached to each waste manifest. Upon receipt of the waste, perform the same review and verification of the Special Nuclear Material Exemption Certification form against each waste manifest using the guidelines for only Condition 1 and 2 of the above pre-acceptance review, unless an alternative sampling plan was approved at the pre-acceptance stage, then a full review is required.

WCS Verification Sampling

After arrival at the site, WCS will perform verification sampling of all waste containing SNM at the following frequency:

If Condition 2.b. has been verified and:

- The average concentration of the SNM radionuclide with the highest concentration is between the limit in Condition 1 and one-tenth of the limit: WCS shall obtain one sample for every 1,500 kg (3,300 lbs) of waste for the first shipment and one sample for every 6,000 kg (13,000 lbs) of waste for each shipment after the first.
- The average concentration is between one-tenth and one-hundredth of the limit in Condition 1: WCS shall obtain one sample for every 20,000 kg (44,000 lbs) of waste for the first shipment and one sample for every 60,000 kg (130,000 lbs) of waste for each shipment after the first.
- The average concentration is less than one-hundredth of the limit in Condition 1: WCS shall obtain one sample for every 600,000 kg (1,300,000 lbs) of waste.
- If Condition 2.b. has not been verified (the distribution of SNM is not homogeneous): One sample for every 1,500 kg (3,300 lbs) of waste for the first shipment and one sample for every 6,000 kg (13,000 lbs) of waste for each shipment after the first will be required.

Acceptance sampling of the waste by WCS shall be performed in general accordance with OP-1.2.24.

Sample handling, chain of custody, and quality assurance shall be performed in accordance with RS-1.9.1.

Attachment 3 **Page 2 of 2**

The minimum detectable activity (MDA) at the 95 % confidence level and the 1 sigma relative error uncertainty for the various SNM radionuclides shall be as follows:

Radionuclide	MDA (pCi/gm)	Uncertainty*
U-235 <10%	4.0	15%
U-235 >10%	2.5	15%
U-233	100	15%
Pu-239	100	15%
Pu-241	400	15%

*Measurement uncertainty applies when there is activity at least 5 times the detection level. The uncertainty for measurements near the detection level will be greater and likely will not be within 15%.

Analysis will be performed by a certified laboratory using industry-accepted methods. Specify that the analysis report SHALL be sent using overnight service to the attention of the Radiation Safety Officer of designee, for review. All analytical records for SNM will have the time and date received noted on the document.

If the result of the verification sampling for the SNM radionuclides is greater/less than three times the manifest values, the customer will be contacted to resolve the discrepancy in results. For low activity waste (near the MDL), the verification sampling results may be up to a factor of ten different than the manifest values.

Note: If any of the Conditions have been violated, notify the NRC, Region IV office and the DSHS within 24 hours; and then provide a written notification within seven days. Any investigations concerning the validity of analytical results shall be made in concurrence with the required notifications.

I certify that written documentation for the above information has been reviewed and is on file.

WCS Waste Profile #:_____

TCEQ Manifest #:_____ NRC 540/541 Manifest#:_____

Reviewed by _____ _____ _____
Signature Title Date

Final Acceptance Approval_____ Date: _____
Radiation Safety Officer

APPENDIX G: ACCEPTABLE SURFACE CONTAMINATION LEVELS

Appendix G -Acceptable Surface Contamination Levels

Radionuclide[1]	Average[2,3,6]	Maximum[2,4,6]	Removable[2,3,5,6]
U-natural, U-235, U-238, and associated decay products except Ra-226, Th-230, Ac-227, and Pa-231	5,000 dpm alpha/100 cm^2	15,000 dpm alpha/100 cm^2	1,000 dpm alpha/100 cm^2
Transuranics, Ra-223, Ra-224, Ra-226, Ra-228 Th-natural, Th-228, Th-230, Th-232, U-232, Pa-231, Ac-227, Sr-90, I-125, I-126, I-129, I-131, and I-133	1,000 dpm/100 cm^2	3,000 dpm/100 cm^2	200dpm/100 cm^2
Beta-gamma emitters (radionuclides with decay modes other than alpha emission or spontaneous fission) except Sr-90 and others noted above	5,000 dpm beta-gamma/100 cm^2	15,000 dpm beta-gamma/100 cm^2	1,000 dpm beta-gamma/100 cm^2

1. Where surface contamination by both alpha- and beta-gamma-emitting radionuclides exists, the limits established for alpha- and beta-gamma-emitting radionuclides should be applied independently.
2. As used in this appendix, 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.
3. Average contamination level shall not be measured over more than 1 square meter. For objects of less surface area, the average shall be derived for each object.
4. The maximum contamination level applies to an area of not more than 100 square centimeters (cm^2)
5. The amount of removable radioactive material per 100 cm^2 of surface area shall be determined by wiping that area with dry filter or soft absorbent paper, applying moderate pressure, and assessing the amount of radioactive material on the wipe with an appropriate instrument of known efficiency. When removable contamination on objects of less surface area is determined, the pertinent levels shall be reduced proportionally and the entire surface shall be wiped.
6. The average and maximum radiation levels associated with surface contamination resulting from beta-gamma emitters shall not exceed 0.2 milli-rad/hour at 1 cm and 1.0 milli-rad/hour at 1 cm, respectively, measured through not more than 7 milligrams/cm^2 of total absorber.