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October 23, 2012

Mr. Justin Green, Environmental Administrator
FDEP, Division of Air Resource Management
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

SUBJECT: Covanta Lake II, Inc., Lake County Resource Recovery
Project Nos. 069-0046-013-AC, and 069-0046-014-AV
DEP Request for Additional Information dated 8/15/12

Dear Mr. Green:

Covanta Lake II, Inc. (Covanta) hereby provides the following responses to the Department's Request for Additional Information dated August 15, 2012 as follows (our responses are in italic):

1. Please provide the baseline actual emissions and projected actual emissions and determine the increase (if any) due to the expanded fuel slate.

Response: We have analyzed our past emissions data and have calculated the "past actual emissions", which are presented in Table 1 below. Unfortunately, the projected "future actual emissions" are difficult, if not impossible, to predict. Other Covanta-operated facilities that process upwards of 20% of their total throughput as segregated loads have similar emissions characteristics as those at the Lake facility. This leads us to believe that the "future actual emissions" will not be discernibly different from the "past actual emissions." In order to provide the Department with on-going reasonable assurance that the PSD SER is not exceeded as a consequence of increasing the current 5% limitation, we propose to calculate the actual emissions on a monthly basis for a period of 5 years. We will monitor the emissions and, if necessary, make adjustment to the MSW throughput rate, air control device parameters, and/ or operating parameters to stay below the PSD SER. For your convenience, the fourth column in Table 1 summarizes the annual not-to-exceed emission limit

Table 1
 Lake County Resource Recovery Facility

Pollutant	Baseline Actuals¹ (TPY)	PSD SER (TPY)	Annual Not-to-Exceed Emissions (TPY)
<i>CO</i>	28.2 (2009-2010)	100	128.2
<i>NOx</i>	393 (2009-2010)	40	433
<i>PM</i>	6.53 (2007-2008)	25	31.53
<i>PM10</i>	6.53 (2007-2008)	15	21.53
<i>SO₂</i>	6.05 (2009-2010)	40	46.05
<i>VOC</i>	1.68 (2009-2010)	40	41.68
<i>Lead</i>	2.20E-02 (2009-2010)	0.6	0.622
<i>MSW Combustor Acid Gases²</i>	31.1 (2009-2010)	40	71.1

NOTES: ¹ Equal to the sum of emissions from for EU001 and EU002.

² Measured as SO₂ and HCl emissions.

2. Please advise regarding the capability of the units to accept increased level of segregated nonhazardous solid and liquid waste in lieu of conventional municipal solid waste.

Response: Covanta's experience with processing increased level of segregated nonhazardous solid and liquid waste at the Huntsville and Tulsa facilities indicates that these units can process up to 20% segregated waste without significant effects to the boilers and the air pollution control systems.

3. Please provide your planned operating procedures for the acceptance and processing of nonhazardous solid and liquid waste.

Response: Attached please find Covanta Lake's "Standard Operating Procedure For The Supplemental Waste Program". The acceptance procedures consider the effects of the type of wastes on environmental compliance as well as boiler operation. The

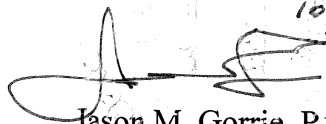
approval process generates waste specific operating instructions to be followed by the plant operators.

4. Please advise a reasonable upper limit for segregated waste considering the design of the two Units.

Response: Our experience with processing segregated loads at our Tulsa, OK facility and our Huntsville, AL facility suggest that a reasonable upper limit is 20%. The Tulsa facility is limited by permit to a 40% segregated loads limitation, but routinely processes approximately 10% with no problems. The Huntsville facility has no permit limitation and routinely processes up to 20% with no problems.

If additional information is needed, please do not hesitate to contact me at (813) 215-2266.

Sincerely,



10/23/2012

Jason M. Gorrie, P.E., BCEE
Regional Environmental Manager
Covanta Energy Corporation

Copy: G. Main
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B. Crispell

STANDARD OPERATING PROCEDURE FOR THE SUPPLEMENTAL WASTE PROGRAM



COVANTA LAKE, INC.

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FORMS

INTRODUCTION

This document contains the standard operating procedure for the Supplemental Waste Program at Covanta Lake, Inc. (CLI). It details the processes and methods used at CLI to ensure that all supplemental waste is managed and processed in accordance with all operational, environmental and safety criteria. It is intended as a reference and training guide for:

- ✓ CLI Facility Manager
- ✓ CLI Business Manager
- ✓ CLI Receptionist / Supplemental Waste Coordinator (SWC)
- ✓ CLI Equipment Operator / Supplemental Waste Operator (SWO)
- ✓ CLI Site Safety Coordinator
- ✓ CLI operations personnel
- ✓ CLI environmental and health & safety personnel
- ✓ CLI administrative personnel providing support to the Supplemental Waste Program
- ✓ CLI temporary employees

CLI Management is responsible for implementing this procedure by ensuring that:

- ✓ Employees have access to this Standard Operating Procedure (SOP) and all applicable Covanta Waste to Energy (CWTE) Safety Procedures (SP), including:
 - ✓ SP 3: Hazard Communication Program
 - ✓ SP 3A: Hazard Communication Safety Training
 - ✓ SP 3B: HAZCOM and HAZCOM Training for Facility Personnel involved with Supplemental Waste
 - ✓ SP 16: Confined Space Entry
 - ✓ SP 43: Personal Protective Equipment
- ✓ Employees are trained in the safe and correct technique for inspecting, unloading, handling, staging and disposing of supplemental waste
- ✓ Employees understand how to manage a spill of supplemental waste
- ✓ Supplemental waste deliveries are scheduled to allow time for compliance with the provisions of this Standard Operating Procedure
- ✓ Employees have access to the supplemental waste approval packages

WASTE APPROVAL AND REVIEW

Covanta Secure Services, Inc. (CSS) and Covanta Energy Group (CEG) have established a process to review waste materials prior to their acceptance at CLI. The customer, or authorized representative, submits a Request for Disposal (RFD) to the CSS for review. A representative from the CSS Environmental Health and Safety (EH&S) Group, along with the Facility Manager, reviews the information submitted by the customer to ensure that the waste can be processed safely.

The review process involves five areas:

- ✓ Technical Completeness of the RFD
- ✓ Environmental Compliance Review
- ✓ Health and Safety Review
- ✓ Operations Review
- ✓ Final CSS Review

Technical Completeness

The RFD will be composed of various documents submitted by the customer and assembled by a CSS Account Executive (AE):

- ✓ Supplemental Waste Request Form ('Yellow Sheet')
- ✓ Material Characterization Form (MCF)
- ✓ Back-up information such as Material Safety Data Sheets (MSDS), product inserts or labels, analytical results, formulation sheets, etc.

EH&S works with the customer to ensure that the information submitted in these documents is complete, accurate and sufficiently representative of the proposed waste stream.

EH&S will use the Supplemental Waste Request Form ('Yellow Sheet') to communicate the profiled waste stream's acceptability parameters and approval specifications.

Environmental Compliance Review

EH&S then compares the material characteristics outlined in the RFD with CLI permits (air and solid waste) and federal, state and local regulations. This determines if the facility can process the profiled waste without violating permits or applicable regulations. During this review, specific processing requirements and handling precautions are identified to maintain environmental compliance.

Health and Safety Review

EH&S analyzes the material in the supplemental waste stream to determine how, or if, they may be safely handled at CLI. Standards established by OSHA, ACGIH and other recognized industrial hygiene and occupational health organizations are used. Specific processing requirements, handling precautions, PPE and IH Monitoring requirements are then identified to ensure worker and public safety.

Upon successful completion of the Environmental Compliance and Health and Safety Reviews, EH&S will: 1) use the Supplemental Waste Request Form ('Yellow Sheet') to communicate the profiled waste streams acceptability parameters and approval specifications, and 2) send a copy of the RFD, with all environmental and health & safety considerations, to the CLI SWC for the Operations Review.

If the material is unacceptable from either an environmental or health and safety perspective, the RFD is rejected.

Operations Review

The SWC ensures that the Facility Manager reviews the RFD and the comments provided by the EH&S Group to determine if the material can be processed at CLI. This review focuses on the logistics and mechanics of safe processing at CLI.

The Facility Manager makes the final determination of the acceptability of the waste stream based on the facility's capabilities and service agreements.

Once the Facility Manager has signed the approval package, the SWC:

- ✓ Retains the original
- ✓ Faxes the 'Yellow Sheet' (signed by the Facility Manager) to the EH&S Group Representative for use in the Final CSS Review
- ✓ Files the RFD as a 'Potential' waste stream

Final Review

The CSS EH&S Representative and AE work together to issue an approval letter to the customer outlining the conditions under which the waste stream is acceptable at CLI.

Each waste stream must successfully complete this approval process before it can be accepted for processing by CLI under the Supplemental Waste Program.

Lake County reserves the right to accept or reject any waste stream.

Under no circumstances will CLI accept a delivery that has not met these requirements and for which the following documents are not available:

- ✓ Request for Disposal
 - ✓ Supplemental Waste Request Form ('Yellow Sheet')
 - ✓ Material Characterization Form (MCF)
 - ✓ Back-up information such as Material Safety Data Sheets (MSDS), product inserts or labels, analytical results, formulation sheets, etc.
- ✓ CSS Approval Letter with Terms and Conditions
- ✓ Preshipment Notification
- ✓ Non-Hazardous Certification

1 SCHEDULING

- 1.1 How to Schedule a Load*
 - 1.2 Distribution of Schedules*
 - 1.3 Receiving Hours*
 - 1.4 Scheduling Documentation*
 - 1.5 Witness Destruction*
 - 1.6 Pricing and Billing*
-

It is the responsibility of the SWC to schedule all waste streams for delivery and processing at CLI. This section outlines the scheduling process.

1.1 How to Schedule a Load

Customers of CLI are required to schedule all deliveries in advance to allow CLI adequate time to prepare for the delivery. This provides the SWC with enough time to review and compare the scheduling documentation (see 1.4) with the CSS approval package, allowing for proper communications with the customer.

The customer or CSS Customer Service Representative (CRS) will contact the SWC of CLI to determine an appropriate date and time to deliver the approved waste stream.

The SWC is to:

- ✓ Request a completed Preshipment Notification confirming the scheduling information (typically completed and sent by the customer, but may come via the CSR).
- ✓ Verify that the approval package is on file and corresponds to the Preshipment Notification (see 2.4).
- ✓ Notify the customer of any special conditions of the approval, as noted on the comment page of the Supplemental Waste Request Form ('Yellow Sheet') - i.e. required analytical, no steel drums, five-pound packages, etc.
- ✓ Determine if the load will arrive with special security, such as coded or numbered seals (see 4.5).
- ✓ Discuss loading and unloading procedures with the customer.
- ✓ Confirm billing address and price.
- ✓ Determine whether the customer requires a Certificate of Destruction, witness destruction, etc.
- ✓ Notify the customer that the load must be accompanied with a Non-Hazardous Certification and either a Straight Bill-of-Landing or Non-Hazardous Waste Manifest.

1.2 *Distribution of Schedules*

The SWC is responsible for creating a seven-day running schedule of supplemental waste deliveries. The SWC is the only one with full access to the schedule; all other employees will be given read-only access. All schedules are to be retained for future reference. Each day that supplemental waste is received, the schedule is to be updated.

The schedule must contain the following information for each supplemental waste delivery:

- ✓ Customer name (Broker / Generator)
- ✓ Approval number

This schedule must not contain any confidential information. As a matter of policy, every effort should be made to maintain the confidentiality of all information supplied to us by our customers. At no time are delivery schedules to be discussed or distributed outside of the company; nor shall they be posted in areas of CLI frequented by outside visitors.

1.3 Receiving Hours

8:00AM to 4:30 PM Monday through Friday

CLI has established the above receiving hours to provide the most consistent service available. These hours may be altered by the Facility Manager to allow special arrangements to be made for deliveries arriving outside regular receiving hours. However, it is necessary to explain to the customer at the time of scheduling, particularly first time customers, that deliveries not arriving on schedule may be delayed or rescheduled (see 4.2).

1.4 Scheduling Documentation

As well as discussing labeling (see Appendix) and the function of the manifest (see 3.2), the SWC or CSR will discuss the following requirements with the customer at the time of scheduling to ensure that the approved waste stream will arrive with correct and complete documentation.

➤ Preshipment Notification

CSS and CLI require the use of a Preshipment Notification prior to each shipment of supplemental waste. The SWC is responsible for reviewing all preshipment documentation to confirm that it is complete and corresponds to the approval and waste characterization documents. If the Preshipment Notification is incomplete or inconsistent, the CSR or customer must be notified immediately and the situation resolved prior to the shipment of the specified waste.

- If the delivery was scheduled through CSS, the CSR must be notified immediately. The CSR will contact the customer, as necessary, to resolve the issue(s).
- If CLI scheduled the delivery directly with the customer, the customer must be notified immediately to resolve the issue.

➤ Non-Hazardous Certification

The Generator Non-Hazardous Certification must be signed by the customer or authorized representative.

1.5 *Witness Destruction*

Some CSS customers require that a witness be present for the destruction of certain materials. These customers may include:

- ✓ Government agencies, such as:
 - ✓
 - ◆ Food and Drug Administration (FDA)
 - ◆
 - ◆ Drug Enforcement Administration (DEA_
 - ◆
 - ◆ Foreign embassies
 - ◆
 - ◆ FBI
- ✓ Pharmaceutical manufacturers
- ✓ Financial institutions

If a customer requires this service, it will be the SWC's responsibility to coordinate the date and time for witness destruction to take place. When arranging such activities, the SWC must take into consideration the needs of the customer, the availability of the facility and CWTE safety procedures regarding CLI visitors and guests.

All visitors are required to sign the CLI Visitor's Agreement at the front desk, sign in upon arrival and sign out before leaving the Facility.

All visitors must be escorted in the presence of Facility personnel at all times.

1.6 Pricing and Billing

It is the responsibility of the SWC to fully understand the pricing and billing details related to the services being provided. These may include:

- ✓ Disposal cost
- ✓ Labor/special handling (as required)
- ✓ Transportation mark-up to be invoiced
- ✓ Transportation costs to be paid
- ✓ Demurrage
- ✓ Consumer Price Index (CPI) Annual Price Increases

To determine pricing, the SWC may use any of the following documents:

- ✓ Supplemental Waste Billing Information ('Green Sheet')
- ✓ Approval Letter
- ✓ Transportation Invoice Form
- ✓ Price Exception Form

➤ Transportation Invoice Form

When the CSR coordinates transportation for a customer, CLI must receive a CSS Transportation Invoice Form along with the Preshipment Notification prior to delivery. This form will give all pertinent information related to the:

- ✓ Rate the facility will be billed by the transporter
- ✓ CSS mark-up to be charged
- ✓ Rate the customer will be billed by the facility
- ✓ Anticipated fuel surcharges

The SWC must forward this information to the appropriate CLI accounting personnel

The Transportation Invoice Form is an internal, company document and must not be distributed outside the company.

2 PREPARING FOR A SUPPLEMENTAL WASTE DELIVERY

- 2.1 Activities*
 - 2.2 Personal Protection Equipment*
 - 2.3 Daily Communications*
 - 2.4 Review of Preshipment Notification*
-

2.1 Activities

The SWC must work with the CLI Operations and Maintenance Departments to ensure that all equipment needed for receiving, unloading and processing of inbound supplemental waste is in proper working order (i.e. hand tools, pallet jack, forklift, PPE and on-line boilers). When necessary, Maintenance Work Orders are entered by the SWC to ensure the availability of such equipment.

The SWC must be trained on all CWTE Safety Procedures and ensure that:

- ✓ Appropriate personal protective, and/or industrial hygiene monitoring equipment is available (See 2.2).
- ✓ The daily running schedule has been distributed to the appropriate operations personnel (See 1.2).
- ✓ A labor force is organized to process deliveries when appropriate.
- ✓ The pit is adequately prepared.
- ✓ Tipping floor traffic controls are in place where appropriate.
- ✓ Prior to feeding any supplemental waste, the boilers are stable and operating within normal parameters.
- ✓ Witness destruction is coordinated when needed (see 1.5).
- ✓ Crane and control room operators are alerted to all supplemental waste deliveries.

2.2 Personal Protective Equipment

➤ Minimum Requirement

Below is the minimum PPE required for all employees. For additional requirements, please refer to the Regional Safety Specialist, SP 43 and the approval packages.

- ✓ Long-sleeved shirt and long pants
- ✓ ANSI approved hard hat
- ✓ ANSI, Z-87 approved eye protection
- ✓ Work shoes, hard sole with leather uppers (steel toe & shank recommended)
- ✓ Hearing protection
- ✓ Leather palmed gloves
- ✓ Half-face respirator with HEPA filters for comfort unless approval recommends different (MSA 9970)
- ✓ Face shield when needed
- ✓ Combustible gas meter
 - ✓ Used initially to monitor oxygen and combustible gas levels in enclosed trailers (see SP 16)

➤ Additional Equipment

Additional equipment that may be required and must be kept on-hand, include:

- ✓ nitrile rubber gloves and boots
- ✓ coveralls (cloth or tyvek)
- ✓ goggles
- ✓ full-face respirator, PAPR, and SCBA
- ✓ Industrial Hygiene Monitoring Equipment (Dräger pump or equivalent, waste stream specific detector tubes)
- ✓ first-aid kit
- ✓ eye wash station(s)
- ✓ fire extinguishers
- ✓ two-way radios
- ✓ service air lines & hoses
- ✓ service water lines & hoses
- ✓ spill kit

2.3 Daily Communications

The SWC must meet with CLI management each morning and on an as-needed basis to coordinate supplemental waste deliveries and CLI activities. This is to ensure that the Supplemental Waste Program does not conflict with facility operations, tours, scheduled and unscheduled outages, etc.

The SWC prepares for the deliveries that begin each day. Each day, the SWC and Shift Supervisor meet to discuss the turnover of responsibilities. The Facility Manager, Chief Engineer, Shift Supervisor, Control Room Operator, Environmental Engineer, Site Safety Coordinator have access to all information needed to receive and process all scheduled supplemental waste deliveries.

2.4 Review of Preshipment Notification

In preparing for a supplemental waste delivery, the SWC must thoroughly review all information available on the Preshipment Notification to ensure that the request is in accordance with existing approvals and procedures. If the form is incomplete or if there are inconsistencies, including discrepancies with previous deliveries, the SWC must contact the CSR or customer to resolve the concerns prior to receiving the specified waste.

- If the delivery was scheduled through CSS, the CSR must be notified immediately. The CSR will contact the customer (as necessary) to resolve the issue(s).
- If CLI scheduled the delivery directly with the customer, the customer must be notified immediately to resolve the issue(s).

3 TRANSPORTATION

3.1 DOT Requirements

3.2 Transportation Documentation

A customer may choose to have CSS coordinate transportation of their supplemental waste to CLI. All transportation coordination will be done through the CSS Customer Service Group in Fairfield, NJ. If the SWC receives a request to provide transportation services, the request should be forwarded to the CSS Customer Service Group.

3.1 *DOT Requirements*

It is the responsibility of the customer/transporter to ensure that all materials are delivered according to federal, state and local Department of Transportation regulations and restrictions.

It is the responsibility of the SWC to communicate any known state or local transportation requirements to the customer/transporter at the time of scheduling.

3.2 *Transportation Documentation*

All deliveries to CLI must be accompanied by a Non-Hazardous Certification and at least one of the following:

- ✓ Straight Bill-of-Lading
- ✓ Non-Hazardous Waste Manifest

➤ Bill-of-Lading and Non-Hazardous Waste Manifests

Bills-of-Lading and Non-Hazardous Waste Manifests are documents carried by the transporter that inform the facility of the:

- ✓ pick-up location
- ✓ receiving destination
- ✓ contents of the vehicle

CSS can provide Non-Hazardous Waste Manifests for direct generators. The SWC must contact the appropriate CSR when customers request a transportation manifest.

Manifests must contain the approval number and description of the corresponding waste

4 RECEIVING

- 4.1 Arrival at CLI*
 - 4.2 Unscheduled, Early and Late Deliveries*
 - 4.3 Driver Instructions*
 - 4.4 Receiving Documentation*
 - 4.5 Verification of Security Seals*
-

DOT placarded vehicles and vehicles containing RCRA hazardous material will not be unloaded and must leave the site immediately.

4.1 Arrival at CLI

There is one way a delivery may arrive at CLI:

- ✓ standard delivery

➤ Standard Delivery

A standard delivery occurs when a driver delivers material to the facility and will wait until the truck is unloaded prior to leaving the site.

When a scheduled supplemental waste delivery arrives at CLI, the driver must report to the scale house where a scale ticket is generated.

The SWC/SWO must verify that each truck has been weighed-in prior to unloading.

4.2 *Unscheduled, Early and Late Deliveries*

The SWC/SWO will remain as flexible as possible with untimely deliveries. Some deliveries arriving outside of their scheduled arrival time may have to wait or be rescheduled.

➤ Early Arrivals

The SWC/SWO may choose to:

- ✓ hold the delivery until the scheduled arrival time
- ✓ move it forward on the schedule for earlier receipt and processing

➤ Late Arrivals

The SWC/SWO may choose to:

- ✓ hold the delivery until those on schedule have been processed
- ✓ receive the delivery immediately
- ✓ request that the delivery be rescheduled

➤ Unscheduled Arrivals

The SWC/SWO may choose to:

- ✓ turn the truck away and request that the delivery be scheduled
- ✓ hold the delivery, pending receipt of the appropriate scheduling, transportation and receiving documentation (i.e., Preshipment Notification, Approval Letter, etc.). Upon receipt and review of this documentation the truck may be received and unloaded.

If a load arrives unscheduled the CLI Facility Manager must be notified. A Discrepancy Report must be completed and e-mailed to the CSS Customer Service Group.

The appropriate CSR (or customer when appropriate) must be notified of any delays or rescheduling that may occur as a result of untimely deliveries.

- ***If the delivery was scheduled through CSS, the CSR must be notified.***
- ***If the delivery was scheduled through CLI, the customer must be notified.***

4.3 *Driver Instructions*

When CLI personnel greet the driver, prior to entering the tipping floor, unloading procedures must be discussed to avoid unnecessary delays.

The SWC/SWO must be familiar with the terms and conditions of the CSS Supplemental Waste Transport Agreement and provide the driver with specific instructions throughout the unloading process:

- ✓ where exactly to position the truck
- ✓ not to remove the truck seal until it is verified by the SWC/SWO
- ✓ when to open the truck door
- ✓ to cease unloading when a discrepancy arises

The unloading area must be out of the way of CLI traffic and other activities to provide an adequate staging area on the tipping floor for the QA/QC inspection.

4.4 Receiving Documentation

All supplemental waste deliveries to CLI will arrive with a Non-Hazardous Certification. A supplemental waste delivery may also arrive with several combinations of documents. These may include, but are not limited to:

- ✓ Bills of Lading and/or manifests
- ✓ Shipping Orders from the transportation company
- ✓ miscellaneous weight tickets

All documentation must be reviewed for correctness and consistency. The SWC must make certain that the:

- ✓ delivery destination is CLI
- ✓ waste is manifested as non-RCRA hazardous
- ✓ approval numbers agree
- ✓ quantity, container type and seal numbers are accurate
- ✓ seal is intact
- ✓ documentation is signed by the customer (generator and/or authorized broker)

➤ Bill-of-Lading and Non-Hazardous Waste Manifests

Bills-of-Lading and Non-Hazardous Waste Manifests are documents carried by the transporters that inform the facility of the:

- ✓ pick-up location
- ✓ receiving destination
- ✓ contents of the vehicle

CSS can provide non-hazardous waste manifests for direct generators. The SWC must contact the appropriate CSR when customers request a transportation manifest.

Manifests must contain the approval number and description of the corresponding waste

The SWC/SWO should retain two copies of all documents accompanying a load. In cases where only one copy is provided, a photocopy must be made for record-keeping purposes.

4.5 Verification of Security Seals

Customers who request secured or witness destruction normally require, at minimum, that the delivery be secured with a coded or numbered seal. This seal number should appear on all associated scheduling and/or transportation documentation and must be verified by the SWC/SWO. Some customers have specific procedures for what to do in the event of a missing or broken seal. CLI personnel must follow those customer-specific procedures for instructions on load resolution. If there is no customer-specific procedure, CLI personnel are instructed to follow those listed below.

- ✓ If there is **no seal number on the shipping documents** but there is a seal on the delivery, the SWC/SWO should hand-write the seal number on the Preshipment Notification as verification.
- ✓ Upon customer request, CLI may confirm that the seal was intact or return the seal for verification.
- ✓ If it is discovered that the seal has been tampered with or does not match the shipping documentation, the SWC/SWO must:
 - ✓ leave the seal in place and contact the CSR or customer immediately
 - ✓ if the delivery was scheduled through CSS, the CSR must be notified
 - ✓ if the delivery was scheduled through the CLI, the customer must be notified
 - ✓ if the truck has arrived after normal business hours and the customer is not available, the truck should be sealed and instructed to wait until the customer can be contacted
 - ✓ complete a Discrepancy Report and e-mail it to the CSS Customer Service Group

CLI has been provided with generic truck seals for use in the above situations. To order more seals contact the CSR Group.

Once the document review and seal verification is complete unloading may begin.

5 SAFE UNLOADING

5.1 Unloading Equipment

5.2 Types of Unloading

5.3 Truck Entry (Without Using Forklift and Ramp)

5.4 Shifted Loads and Improperly Loaded Vehicle

Truck to truck transfers of hazardous or unacceptable waste are prohibited on CLI property. Trucks containing hazardous material will not be unloaded and must leave the site immediately.

- If during unloading or QA/QC there is a discrepancy between the paperwork and the materials, the CLI Facility Manager must be notified. A Discrepancy Report must be completed and e-mailed to the CSS Customer Service Group.*
 - If during unloading and processing an operations related incident occurs, the CLI Facility Manager must be notified. An Incident Report must be completed and e-mailed to the CSS Customer Service Group.*
-

- All costs associated with load shifts, spills and/or damaged containers, which can not be unloaded due to improperly loaded vehicles, will be the responsibility of the customer.*
- If CLI receives a supplemental waste delivery from an CSS hired transporter, and there is a discrepancy as a result of an improperly loaded vehicle or a load shift en route, the SWC is instructed to notify the assigned CSR before the customer is contacted.*

5.1 Unloading Equipment

For the purposes of unloading, CLI will provide a:

- ✓ pallet-jack
- ✓ forklift

The SWC/SWO will unload the truck with the driver. The driver must deliver the material to the tail end of the vehicle. This is referred to as 'tail-gating' and allows the forklift to access the material from the ground level.

5.2 Types of Unloading

There are two primary means of unloading a truck at CLI:

- ✓ self-unloading vehicle
- ✓ load being 'tailgated' by the driver

For required PPE, please refer to section 2.2 and additional specifications on the approval package.

➤ Self-Unloading Vehicles

Self-unloading vehicles include:

- ✓ walking floor trailers
- ✓ transfer trailers
- ✓ roll-offs
- ✓ compactor boxes
- ✓ dump trailers

The SWC/SWO must ensure that the immediate area around the delivery vehicle is clear for all personnel prior to initiating the driver to unload the vehicle.

The SWC/SWO will determine if the material will be unloaded on the tipping floor or directly into the pit depending upon:

- ✓ requirements of the approval
- ✓ physical properties of the waste material
- ✓ prior experience with similar materials

Containerized waste arriving on a self-unloading vehicle (dump trailer, roll-off or walking floor trailer) must be removed with a forklift to avoid container damage.

➤ Tailgating

The SWC/SWO will request that the driver 'tailgate' the load. 'Tailgating' provides that the driver deliver the materials to the rear of the truck so that they may be unloaded without the SWC/SWO entering the vehicle.

- ✓ CLI will provide a pallet jack
- ✓ the SWC/SWO will remove the pallets from the rear of the truck
- ✓ if it is necessary for the SWC/SWO to assist the driver in 'tailgating', the instructions in 5.3 must be followed

5.3 Truck Entry (Without Forklift and Ramp)

At no time are CLI employees to enter any delivering vehicle which presents an unsafe environment, i.e.:

- *odors emanating from vehicle*
- *presence of flammable vapors*
- *oxygen-deficient atmosphere*
- *crushed pallets*
- *waste shifted off the pallets*
- *damaged or leaking containers*

If the driver is having difficulty getting the material to the tailgate and requests assistance from the SWC/SWO, the SWC/SWO must contact the shift supervisor, chief engineer, Facility Manager or designee to evaluate if it is safe to enter the truck. If good judgment shows the truck is safe, authorization may be given to enter the trailer and assist the driver. However, the SWC/SWO must:

- ✓ only enter the trailer while another CLI employee is present outside the truck
- ✓ maintain a clear means of egress from the truck
- ✓ maintain an awareness of changing conditions in the truck
- ✓ be equipped with the appropriate PPE required by the approval package
- ✓ check back of truck for combustible gas and oxygen deficiency per SP 16

CLI employees are not to unload the trailer **for** the driver. In every situation where a CLI employee provides assistance in unloading a delivery, the SWC/SWO must note the man-hours spent on providing assistance. Additional labor is a billable service provided by CLI.

5.4 Shifted Loads and Improperly Loaded Vehicles

At no time are CLI employees to enter any delivering vehicle which presents an unsafe environment, i.e.:

- *odors emanating from vehicle*
- *presence of flammable vapors*
- *oxygen-deficient atmosphere*
- *crushed pallets*
- *waste shifted off the pallets*
- *damaged or leaking containers*

An improperly loaded vehicle or a load that has shifted during transportation may create an unmanageable, or a potentially unsafe condition for unloading. In this case the SWC/SWO should assess the situation, and if:

- ✓ safe and manageable, the SWC/SWO may proceed with caution
- ✓ unmanageable and/or unsafe, the SWC must instruct that the doors be closed and contact the Facility Manager immediately
- ✓ a determination can not be made, the SWC/SWO should contact the CSR

Should the situation remain unresolved, the load is to be rejected at the discretion of the Facility Manager and the decision communicated to the CSR and the customer.

If the customer cannot be reached, the load is to be staged in a holding area until the customer can be notified for further instructions. The SWC/SWO should apply a CSS seal to the door of the truck to ensure unauthorized personnel or persons do not enter the truck and write the seal number on the Preshipment Notification form.

During any type of load discrepancy, the SWC, Facility Manager (or designee), CSR and customer must discuss the situation and agree on a resolution. The customer may:

- ✓ allow CLI personnel to assist in the unloading and clean-up of the truck at an additional charge
- ✓ if this task is too extensive or poses a health and safety risk, the customer may ask CLI to coordinate a third-party emergency response contractor to unload and clean-up the truck. This option is executed at the discretion of CLI management and contracts must be in place with the third-party contractor
- ✓ request to have the truck returned to their location for re-loading and incur any additional transportation costs

6 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

- 6.1 Responsibilities*
 - 6.2 PPE Required for QA/QC*
 - 6.3 Self-Unloading Vehicles*
 - 6.4 Drums, Boxes and Gaylords (Poly & Fiber)*
 - 6.5 Unacceptable and Rejected Loads*
-

If during unloading or QA/QC there is a discrepancy between the paperwork and the materials, the CLI Facility Manager must be notified. A Discrepancy Report must be completed and e-mailed to the CSS Customer Service Group.

The QA/QC process must be completed prior to the delivery vehicle departing, to prevent the accidental storing of unacceptable material. The SWC/SWO must hold the truck until the entire QA/QC process has been completed.

The SWC/SWO must maintain complete awareness during QA/QC, use good judgment and always 'expect the unexpected'.

6.1 Responsibilities

The SWC/SWO conducting the QA/QC inspection must:

- ✓ Be currently certified in an CWTE approved HAZWOPER training.
- ✓ Use HAZWOPER training to approach any situation regarding supplemental waste.
- ✓ Verify the accuracy of all receiving documentation.
- ✓ Conduct on-site I.H. Monitoring as required.
- ✓ Confirm proper labeling of all containers.
- ✓ Visually inspect received waste for discrepancies.
- ✓ Confirm proper feed method (hopper vs. pit) .
- ✓ Communicate mixing feed ratio or hopper feed rate to the appropriate CLI operations personnel.
- ✓ Adhere to all applicable CWTE Safety Procedures.
- ✓ Inspect a percentage of the material on each delivery.

6.2 PPE Required for QA/QC

PPE required for QA/QC includes:

- ✓ minimum requirements as listed in Section 2.2
- ✓ outer layer of clothing over uniform (coveralls or tyvek)
- ✓ full-face respirator w/ HEPA filter plus additional cartridges as required by approval package (for QA/QC of drums, boxes and gaylords containing Class B through F materials)
- ✓ face shield, rubber nitrile gloves and rubber apron (for QA/QC of liquids)
- ✓ additional PPE as required by approval package

6.3 Self-Unloading Vehicles

'Self-unloading vehicles' must be inspected after being positioned for unloading on the tipping floor.

For required PPE, please refer to section 2.2, 6.2 and additional specifications on the approval package.

➤ Roll-Off Containers and Dump Trailers

Roll-off containers and dump trailers must be 'untarped' by the driver. The SWC/SWO must then make a visual inspection from the top of the container. Only after the top inspection has been completed may the driver open the rear door and the SWC/SWO conduct a visual inspection from the floor.

➤ Walking Floor Trailers

The driver may use the walking floor mechanism to move the containerized material (palletized boxes, drums or Gaylord boxes) to the rear of the truck. The SWC/SWO must then use the forklift to lift the materials off the truck. This ensures the containers maintain their integrity during QA/QC and processing. Bulk deliveries of non-palletized materials (carpeting, plastic, etc.) may be 'walked' off the truck onto the tipping floor for further inspection unless otherwise noted on the approval package.

When climbing any vehicle, the SWC/SWO must remain aware, at all times, of the physical condition of the vehicle and the condition of climbing apparatus. The SWC/SWO must always maintain clear and sound judgment as to whether the vehicle is safe to climb. If there are any questions, the SWC/SWO should contact the Shift Supervisor for assistance.

6.4 Drum, Boxes and Gaylords (Poly & Fiber)

For required PPE, please refer to section 6.2 and additional specifications on the approval package.

CLI may choose to stage units for processing during off-hours, but **only after** the QA/QC process has been completed.

➤ Inventory

An inventory of all units delivered must be taken to ensure the quantity delivered is in accordance with the manifested quantity. If there is a discrepancy, the CSR and the customer should be notified as soon as possible and a Discrepancy Report completed and e-mailed to CSS Customer Service Group.

➤ Outer Inspection

The SWC/SWO should visually inspect all containers prior to opening for QA/QC.

- ✓ observe the physical condition of the container
- ✓ be extremely cautious of containers that are
 - ✓ bulging or collapsing containers
 - ✓ wet or rusty
- ✓ read the labels on containers
- ✓ look for containers that appear inconsistent with the remaining population

➤ Weight of Container

Prior to opening a container the SWC/SWO can tip or rock the drum slightly to feel the weight of its contents.

- ✓ drums containing liquids should be very heavy
- ✓ drums containing tablets, granules and powders should be moderately heavy
- ✓ drums containing debris and consumer products should be relatively light

➤ Releasing the Lid

The SWC/SWO should use the proper tools when opening a drum, box or gaylord. The container should be opened properly so that the lid may be re-secured if necessary. The following tools must be available:

- ✓ proper wrenches and ratchets
- ✓ wire-cutters and screwdrivers
- ✓ box-cutters or utility knife

➤ Opening the Container

Wearing the proper PPE, the SWC/SWO must maintain proper body posture when opening containers.

- ✓ drum lids should open easily
- ✓ lids must be opened from the opposite side
- ✓ maintain solid footing
- ✓ maintain proper route of egress

6.5 Unacceptable and Rejected Loads

Deliveries determined partially or fully unacceptable shall be rejected and returned to the customer. The CLI Facility Manager must be notified and a Discrepancy Report must be completed and e-mailed to the CSS Customer Service Group.

The CSR must be notified of a load discrepancy and will work with CLI and the customer to ensure the rejected waste has been properly removed from the site and the customer understands why the material was unacceptable.

When unacceptable, unknown or rejected materials are found on a delivery, the SWC/SWO must indicate on the Certificate of Disposal:

- ✓ which portion of the load (pallet count, # drums and/or boxes) was not accepted and processed
- ✓ which portion of the load was not processed and was returned to the customer

The QA/QC process must be completed prior to the delivery vehicle departing, to prevent the accidental storing of unacceptable material.

Demurrage, detention and related return shipping charges resulting from the return of unacceptable or rejected items will be the responsibility of the customer.

7 STAGING

7.1 Tipping Floor

7.2 Charging Floor

7.1 Tipping Floor

Supplemental Waste material may be staged on the tipping floor until it is ready for processing. Containers that need to be staged on the tipping floor must:

- ✓ be located out of the way of all equipment traffic and drop-boxes to avoid being unintentionally moved, ruptured or punctured
- ✓ not be stacked higher than two pallets
- ✓ under no circumstance, exceed any OSHA or other regulatory standard or criteria

When staging containers, factors that should be considered include:

- ✓ physical condition of the containers
- ✓ strength of the containers
- ✓ contents of the containers

The staging area(s) must be marked to keep drivers, contractors, public visitors and other non-CEG/CLI employees away.

Mixed loads of supplemental waste should only be staged after a review for incompatible materials or containers. Assistance is available from the CSS EH&S Group regarding staging compatibility.

At no time are damaged or leaking containers to be staged on CLI property. Containers that are accidentally crushed or damaged during unloading or while in the staging area must be cleaned-up and processed immediately.

7.2 Charging Floor

Supplemental waste containers that need to be staged on the charging floor must:

- ✓ be located out of the way of the crane set-down and maintenance area(s)
- ✓ not block or interfere with any routes of egress
- ✓ not block access to firefighting equipment or the wall-mounted SCBA

The staging area(s) must be marked to keep drivers, contractors, any public visitors and other non-CEG/CLI employees away.

Mixed loads of supplemental waste should only be stored after a review for incompatible materials or containers. Assistance is available from the CSI EH&S Group regarding staging compatibility.

At no time are damaged or leaking containers to be staged on CLI property. Containers that are accidentally crushed or damaged during unloading or while in the staging area must be cleaned-up and processed immediately.

8 INCIDENTAL SPILL: RESPONSE, CONTAINMENT AND CLEAN-UP

- 8.1 Spill Clean-Up and Containment Kits*
 - 8.2 PPE Required for Incidental Spill Containment and Clean-Up*
 - 8.3 IH Monitoring*
 - 8.4 Incidental Spills*
 - 8.5 Incidental Spills of Dry Powders and Tablets/Capsules*
 - 8.6 Incidental Spills of Liquids and Sludges/Slurries*
 - 8.7 Hazardous Materials Emergency Response Team*
-

If during unloading and processing an operations related incident occurs, the CLI Facility Manager must be notified. An Incident Report must be completed and e-mailed to the CSS Customer Service Group.

This section deals with Incidental Spills as defined in 8.4. For spills outside of this classification the CLI Emergency Action Plan (EAP) must be activated.

Any supplies or additional labor provided to affect spill containment and/or clean-up is a service billable to the customer.

8.1 Spill Clean-Up and Containment Kits

Spill Clean-up and Containment Kits must be available in areas where supplemental waste is received and processed (particularly on the tipping and charging floors). It is recommended that an inventory of the following items be kept on site:

- ✓ 1 - 85 gallon over-pack drum (plastic or metal)
- ✓ Oil Dry (Speedy-Dri)
- ✓ absorbent booms, pads and socks
- ✓ 2 - shovels (non-sparking if available)
- ✓ 2 - short handled brooms
- ✓ tyvek coveralls (3 pair)
- ✓ nitrile rubber gloves and boots (3 pair)
- ✓ goggles and/or face shields (enough for 3 people)
- ✓ red "DANGER" and yellow "CAUTION" tape
- ✓ short-handled mop and bucket (for dry powder spills)
- ✓ 1 - a 30 or 55 gallon fiber drum for re-packaging spilled material
- ✓ 4 - cardboard boxes
- ✓ rolls of tape (clear or duct tape)
- ✓ 1 - wipe sample kit
- ✓ 2 - VOA tubes for sampling spilled material
- ✓ 1 - Dräger pump
- ✓ Dräger sampling tubes
 - ✓ cyanide
 - ✓ benzene
 - ✓ acid
 - ✓ polytest
 - ✓ H₂S
 - ✓ mercury
 - ✓ acrylate
- ✓ service water hose and nozzle

8.2 *PPE Required for Incidental Spill Containment & Clean-Up*

PPE required for incidental spill containment and clean-up includes:

- ✓ minimum requirements as listed in Section 2.2
- ✓ requirements as listed in Section 6.2
- ✓ Tyvek coveralls
- ✓ additional PPE as required by approval package

8.3 *IH Monitoring*

Industrial hygiene monitoring, including workplace air sampling using either sorbent tubes or IH sampling devices and/or workplace surface wipe sampling, may be performed for selected substances contained in the spilled supplemental waste to provide additional assurances that clean-up procedures have been adequately performed and completed and that no additional measures are required. Information related to employee exposure must be documented according to Safety Procedure 38.

In consultation with the EH&S Group, industrial hygiene monitoring is intended to assess the toxicity potential of the spilled supplemental waste.

8.4 Incidental Spills

CLI employees are to adhere to the instructions in the following sections **only** if the spill can be classified as 'incidental'.

An incidental spill is a spill of:

- ✓ one or less than one 55-gallon drum or Gaylord box
- ✓ a known material
- ✓ all classes of supplemental waste with the exclusion of some Class B materials (see below)

➤ Class B Powders

Spills of some Class B materials may meet the conditions above but may require specialized clean-up tools, PPE and/or clean-up techniques. To determine if the SWC/SWO is to contain and clean-up a spill of a Class B material or follow the Emergency Action Plan (EAP), they may consult the:

- ✓ MSDS
- ✓ 'Yellow Sheet' of the approval package
- ✓ CLI Management
- ✓ EH&S Group in Fairfield, NJ

If a determination can not be made, then the Emergency Action Plan (EAP) must be followed.

➤ Spills Contained Inside the Truck

If a spill is contained inside a truck, the SWC/SWO must contact the CLI Facility Manager and CSR to determine if:

- ✓ the truck should be sent back
- ✓ the spill can be cleaned in accordance with this procedure
- ✓ a third party contractor should be contacted

CLI personnel may offer assistance to the transporter in the form of:

- ✓ spill containment materials
- ✓ clean-up materials
- ✓ tools

The customer must be notified and a Incident Report must be completed and e-mailed to the CSS CSR.

➤ Spills Leaking from Vehicles

If material has spilled inside the delivering vehicle and is leaking from the trailer onto CLI grounds, personnel are to follow HAZWOPER and Health & Safety procedures for 'spill containment' and the EAP.

The customer must be notified immediately to discuss clean-up response and associated cost.

8.5 *Incidental Spills of Dry Powders and Tablets/Capsules*

For required PPE, please refer to section 6.2 and additional specifications on the approval package.

The CSS Waste Classifications are described in the Appendix.

➤ Class A: Consumer Packaged Products

For spills in which the consumer containers have not been broken, the material can be pushed by front-end loader directly into the pit or shoveled directly into the feed hopper. For spills where the consumer container has ruptured or released material - absorb liquids with a suitable material, or if dry, mist with water and deposit material directly in the pit and cover with municipal solid waste or mist with water and shovel directly into the feed hopper after donning personal protective equipment.

➤ Class B, C and E: Products And Waste

To the exclusion of Class B Hopper Feed Powders.

All spilled material and opened/ruptured containers shall be thoroughly wetted before being deposited directly into the pit by the front end loader or being swept wet into piles on the charging floor and then shoveled directly into the feed hopper. The feed hopper sides, etc. shall also be cleaned by wet methods and the cleaning materials / absorbing agents shoveled directly into the feed hopper.

8.6 *Incidental Spills of Liquids and Sludges/Slurries*

For required PPE, please refer to section 6.2 and additional specifications on the approval package.

The wet material shall be absorbed with oil dry or other suitable material. Every effort shall be made to limit the spread of the liquid material.

8.7 Hazardous Materials Emergency Response Team

CLI must identify and maintain an active relationship with a Hazardous Materials Emergency Response Team that can be called to respond in the event of a spill. This number should also be available to the control room operator for quick emergency response. This Team should be invited to CLI at least once every year to discuss facility layout, operation, and procedures to follow when an emergency arises.

The Hazardous Materials Emergency Response Team must be notified to clean up spills of bulk quantities of NIOSH listed hazardous drugs. The list of NIOSH hazardous drugs can be found at www.cdc.gov/niosh. CSSI is responsible to alert the facility when bulk quantities of NIOSH hazardous drugs are submitted for approval.

9 MATERIAL PROCESSING

- 9.1 Approval Specifications*
 - 9.2 PPE Required for Material Processing*
 - 9.3 Witness Destruction*
 - 9.4 Pit Delivery*
 - 9.5 Hopper Delivery*
 - 9.6 Initial Waste Stream Report*
-

If during unloading and processing an operations related incident occurs, the CLI Facility Manager must be notified. An Incident Report must be completed and e-mailed to the CSS Customer Service Group.

9.1 Approval Specifications

All materials are to be handled and processed in accordance with the instructions outlined in the corresponding approval package. These instructions may include:

- ✓ selected feed rates
- ✓ inventory lists or matrixes of approved and rejected material
- ✓ materials which must be hopper fed and/or pit fed
- ✓ approved CSS waste classification (A, B1, B2, B3, C, D, E or F)
- ✓ any H&S requirements (required PPE, I.H. Monitoring, specific handling instruction etc.)

9.2 PPE Required for Material Processing

PPE required for material processing will include:

- ✓ minimum requirements as listed in Section 2.2
- ✓ additional PPE as required by approval package

9.3 *Witness Destruction*

Some CSS customers require that a witness be present for the destruction of certain materials. These customers may include:

- ✓ government agencies, such as
 - ◆ Food and Drug Administration
 - ◆ Drug Enforcement Administration
 - ◆ foreign embassies
 - ◆ FBI
- ✓ pharmaceutical manufacturers
- ✓ financial institutions

If a customer requires this service it will be the SWC/SWO's responsibility to coordinate the date and time for witness destruction to take place. When arranging such activities, the SWC must take into consideration the needs of the customer, the availability of the facility and CWTE safety procedures regarding CLI visitors and guests.

All visitors are required to sign the CLI Visitor's Agreement at the front desk, sign in upon arrival and sign out before leaving the Facility.

All visitors must be escorted in the presence of Facility personnel at all times.

9.4 Pit Delivery

After QA/QC of the waste, those materials approved for pit delivery shall be deposited into the pit by either the forklift or front-end loader and mixed with municipal solid waste (MSW) in a way that produces a blended fuel with properties similar to MSW and minimizes dusting from materials.

Each approved waste stream is given a mixing instructions. Operations must ensure materials are mixed in accordance with the established instructions. If necessary, the Facility Manager may increase the mix ratio. Slug feeding should be avoided when indicated on approval packages.

The SWC/SWO must:

- ✓ ensure that the materials are mixed in accordance with the established approval conditions listed on the RFD (i.e. mixing ratio, feed rate)
- ✓ with CLI operations personnel, maintain an awareness of the location of the supplemental waste within the pit to avoid materials being buried prior to mixing
- ✓ control regular traffic to avoid MSW loads from being placed on top of a supplemental waste load
- ✓ use a two-way radio to communicate with the tipping floor and crane operators
- ✓ discuss the status of current supplemental waste operations during shift changes

9.5 Hopper Delivery

A waste stream may be designated for direct grapple feed either at the request of the customer for security concerns or for environmental compliance and/or health and safety concerns. EH&S may determine that some materials need to be hopper fed to avoid operational concerns such as melting and catching fire beneath the grate or inside the under fire plenums. The feed rates for these materials must be strictly adhered to and monitored. If necessary, the Facility Manager may decrease the feed rate to avoid such situations.

Direct Hopper Feed

➤ Direct Grapple Feed

When a waste stream requires direct grapple feeding, the SWC/SWO communicates with the Crane Operator to determine an area of the pit at or near the tipping floor level where the material can be placed. The Crane Operator will use the crane grapple to feed the material into the hopper without additional mixing with MSW.

9.6 *Initial Waste Stream Review*

When a specific waste stream arrives at the CLI facility for the first time, an initial burn report will be done only when there is a problem burning the new material or when the Covanta Secure Services EH&S group request that an initial burn report be done for that specific waste stream. The SWC will retain a completed copy and file it with the approval package. An e-mail copy will be sent to the Covanta Secure Services EH&S Representative who requested the initial report.

10 RECORDKEEPING

- 10.1 Approval Packages*
 - 10.2 Billing Packages*
 - 10.3 Customer Correspondence File*
 - 10.4 Document Retention*
-

It is important to maintain complete and organized files related to the CSS Supplemental Waste Program. This information will be kept by the SWC in the designated area.

10.1 *Approval Packages*

The following waste-specific documentation must be filed together. These files may be arranged alphabetically (by customer name) or numerically (by approval number):

- ✓ Approval Letters with Terms and Conditions
- ✓ Supplemental Waste Request Form ('Yellow Sheet')
- ✓ Process Description
- ✓ Material Characterization Form (MCF)
- ✓ Initial Waste Stream Reports relating to that approval number
- ✓ Discrepancy Reports relating to that approval number
- ✓ Incident Reports that are material specific relating to that approval number
- ✓ Price Exemption Forms (must be completely executed)
- ✓ Supplemental Waste Billing Information ('Green Sheet')
- ✓ Back-up information such Material Safety Data Sheets (MSDS), product inserts or labels, analytical results, formulation sheets, etc.

10.2 *Billing Packages*

The following documentation will be filed together. These packages should be kept separate from the approval packages and filed by delivery by month:

- ✓ weekly schedules (preliminary & finals)
- ✓ Preshipment Notification
- ✓ inventory lists
- ✓ Certifications
- ✓ scale tickets
- ✓ all receiving documentation (see Section 4.4)
- ✓ invoices

10.3 *Customer Correspondence File*

Some documents are not included in the approval or billing packages. This paperwork should be kept separately in a file specific to each customer. These files should be kept alphabetically by customer name:

- ✓ customer purchase orders
- ✓ audit reports & questionnaires
- ✓ executed confidentiality agreements and visitors agreements
- ✓ contracts/disposal agreements
- ✓ general correspondence

10.4 Document Retention

For the purpose of maintaining an organized database of clients and activities the approval packages should be separated into three different categories:

➤ Active

Customers who have actively shipped in the last two years

➤ Inactive

Customers who:

- ✓ had shipped at one time but have not shipped in the last two years
- ✓ have never shipped and the approval had been originally issued over two years prior

➤ Potential

Customers for whom the approval has been issued in the past two years but has not yet shipped.

On a periodic basis, these files should be reviewed and the inactive files should be archived.

Appendix A: Labeling

The customer may request labels from their CSR @ (800) 950-8749

Purpose

Proper labeling of incoming Supplemental Waste deliveries is an important part of our on-site quality assurance program. Accurate labeling of these materials also facilitates the proper handling of specific waste streams and other operational conditions. Covanta requires that all waste containers be labeled as nonhazardous or nonregulated waste material. In addition, each movable unit on a waste delivery must be labeled appropriately:

- ✓ box, crate, drum, Gaylord (cubic yard) box,
- ✓ palletized and shrink wrapped set of boxes or drums (poly or fiber)
- ✓ dumpster, roll-off box, dump trailer or walking floor unit

Label Elements

Labels must contain, at a minimum, the following:

- ✓ name of waste
- ✓ CSS four digit approval number (s)
- ✓ CSS Waste Classification letters (A,B,C,D,E or F)
- ✓ "Nonhazardous" if the material is non-hazardous or non-regulated.

Materials Requiring Special Handling

Materials that require special handling, including those under Health and Safety and/or Environmental restrictions, must be segregated from the remainder of the delivery and loaded last, on the tail end of the delivering vehicle (I.E. hopper feeds, grapple feeds, or conveyor feeds).

Unnecessary "old" Labels

All labels, markings, or insignias that do not relate to the identification of the waste materials inside the containers must be removed, blacked-out or obliterated prior to delivery. Containers labeled with any such labels must be rejected in every case. If approved nonhazardous waste material is received with improperly labeled containers, these containers are not to be stored or processed by CU at any time.

Re-use of boxes/containers

Often our customers reuse containers to send waste to Covanta. Materials may be delivered in commercial boxes such as: "banana" boxes, beverage boxes, diaper boxers, etc. Materials may be delivered in raw-material containers that have been re-used for disposal purposes. In any case, good judgment should be used to determine if the remaining labels are inappropriate.

Appendix B: CSS Supplemental Waste Transport Agreement

This Transport Agreement (the "Agreement") is made as of this _____ day _____, _____ of between Covanta Secure Services USA, Inc., (Covanta) with general offices at 40 Lane Road, Fairfield, New Jersey USA 07007-2615 and _____ ("Carrier"), with general offices at _____.

Covanta operates solid waste resource recovery facilities (Facility or Facilities) throughout the United States, licensed for the disposal of Supplemental Waste, as that term is defined and described in this Agreement, generated by municipal and private entities.

Covanta has contracted with certain of these entities for the pick-up and delivery of the Supplemental Waste to Covanta's Facilities and wishes to engage the Carrier to transport these materials.

Carrier represents that it has the personnel, equipment, expertise and authorization, is capable of providing such services, and desires to perform the pick up, delivery and transport service for Covanta.

Therefore, in consideration of the obligations undertaken, and intending to be legally bound, Covanta and the Carrier (together, the Parties) agree as follows:

SUPPLEMENTAL WASTE shall mean any waste as may now or from time to time be acceptable to Covanta under this Agreement, excluding however in each case HAZARDOUS WASTE and UNACCEPTABLE WASTE.

HAZARDOUS WASTE shall mean any waste which is listed, has the characteristics of, or is otherwise identified as a hazardous waste or subject waste under Applicable Law, as may be amended from time to time, including, but not limited to: (i) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq.), and the regulations contained in 40 C.F.R. Parts 260-281; or (ii) any state rules or regulations of similar or related impact in the state where the Facility is located.

UNACCEPTABLE WASTE shall mean waste such as, but not limited to: (i) any waste type or waste volume not permitted to be processed under the Facility's then current operating permit; (ii) any waste type or volume not permitted to be processed at the Facility under then current Applicable Law, including, but not limited to: (1) waste restricted from disposal pursuant to the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations thereunder; (2) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Sections 2011 et seq.) and the regulations thereunder; (iii) asbestos-containing material; (iv) mercury-containing devices; or (v) any waste which Covanta, in its sole judgment at the time such waste is tendered by Carrier, deems to be dissimilar from any representations regarding such waste made to Covanta by Carrier or otherwise inappropriate for receipt or processing at the Facility. Supplemental Waste must be approved in writing by Covanta in advance of delivery to the Facility.

APPLICABLE LAW shall mean any law, ordinance, rule, direction, legal instrument, regulation, reporting requirement, permit, approval, license, judgment or order of any federal, state or local agency, court or other governmental body applicable to the operation of the Facility and the performance of any obligations, including Waste acceptance, tracking,

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Covanta Lake, Inc.

record keeping and reporting requirements, or applicable to Carrier's operations, including those pertaining to the handling, disposal, transportation, spilling or cleanup of Supplemental Waste, Hazardous Waste and Unacceptable Waste.

1. Representations of the Carrier. The Carrier represents that:

(a) it is a corporation duly organized in good standing under the laws of the state or country of its incorporation and is duly licensed and registered in those jurisdictions in which Carrier is required to perform its services;

(b) it is properly permitted, equipped, professionally staffed, financed and experienced to perform the services as provided in this Agreement and to conduct business wherever necessary to perform its obligations under this Agreement;

(c) it has the full power, authority and legal right to enter into and perform its obligations under this Agreement;

(d) this Agreement will not violate any judgment, order, law or regulation applicable to the Carrier or any provisions of the Carrier's charter or by-laws and constitutes a legal, valid and binding obligation of the Carrier, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles.

2. Carrier's Obligations.

(a) The Carrier shall supply at its own expense all containers, hauling vehicles and personnel necessary for the Carrier to pickup, load and transport Supplemental Waste from the points designated by Covanta for delivery to the designated Covanta Facility. Container shall mean a leak-resistant transportable container or other hauling equipment, equipped with covers or with properly sealed doors for the purpose of preventing spills and releases or the escape of fugitive dust and rainwater infiltration, which are suitable for the storage and transport of Supplemental Waste. Containers or other hauling equipment shall meet requirements of Applicable Law for the transport of such Waste to the extent that the law is more stringent than this definition.

(b) The Carrier at its sole expense shall maintain the Containers and all of its vehicles and associated equipment in good working condition and, to the extent more stringent, in as good a condition as required by Applicable Law. The Carrier shall have an absolute obligation to protect against any spillage or leakage from the Containers or vehicles and shall clean up to the standards imposed by Applicable Law and be solely liable for any spillage or leakage from the Containers or its vehicles at all times during pick up, loading, removal and transport operations, as well as being solely liable for any and all damage, damages, cost and costs resulting from any spill, leak, discharge, emission, deposit, event or accident during and/or after such operations. Any spill or leakage shall be reported to governmental authorities as required by Applicable Law and to the Covanta designated coordinator by the Carrier within twelve (12) hours of such an incident. No obligation or responsibility as to such spillage or leakage shall attach to Covanta. If Carrier fails to comply with Applicable Requirements, Covanta shall have the right to take action, at Carrier's expense, as Covanta deems appropriate and consistent with its permits and Applicable Law. Carrier shall reimburse Covanta for all costs and expenses incurred, including cleanup, transportation, disposal and other costs, attorneys' fees, and fines for penalties imposed by any governmental entity.

(c) For security purposes, the Carrier shall provide all such personnel who appear at the pick-up points and at any Facility with identification satisfactory to Covanta and shall notify Covanta in advance of the identity of such personnel.

(d) The Carrier shall perform its obligations so as not to interfere with normal operation of any Facility. The Carrier shall comply with all procedures, rules and regulations from time to time established by any Covanta Facility concerning use of the Facilities, particularly as to entry, weighing, traffic, parking, unloading and clean-up. General Facility rules are set forth in Appendix B. In addition, Carrier's drivers shall abide by the regulations and directives of the individual Facility served by Carrier.

(e) At all times during the term of this Agreement, the Carrier shall at its own expense be duly licensed by all applicable licensing authorities in performing its obligations under this Agreement. Carrier shall comply and remain in compliance at all times with Applicable Law and all applicable industry codes, specifications and standards.

(f) The Carrier shall give advance written notification of any changes in its operations which would have a material effect on its performance of this Agreement and shall provide the effective date or dates of such changes. These include changes in name, mailing address or phone numbers, or the sale, lease or transfer of a substantial portion of Carrier's business operations.

(g) The Carrier shall not deliver or transport to any Facility any Hazardous Waste or Unacceptable Waste as those terms are defined in this Agreement. Carrier acknowledges that delivery of Unacceptable Waste or Hazardous Waste could have a material adverse effect on the operation of the Facility and be grounds for rejection, barring of future deliveries, termination of this Agreement, and recovery of damages.

(h) Covanta, in its sole discretion, shall have the right to inspect the contents of any vehicle to determine the presence of Unacceptable Waste or Hazardous Waste, including the right to require the person operating such vehicle to unload the contents as directed by Covanta, and Covanta may test samples drawn from the waste. If the results indicate that the vehicle contains Unacceptable Waste or Hazardous Waste, Covanta may reject all or part of the load and the cost of the testing shall be charged to Carrier.

(i) At Covanta's request, Carrier shall promptly contain, clean up and remove any Unacceptable Waste or Hazardous Waste delivered to the Facility, transporting and disposing of it in accordance with Applicable Law. Covanta's sole obligation shall be to notify Carrier of delivery of Hazardous Waste or Unacceptable Waste. Covanta shall have the right but not the obligation to take such action at Carrier's expense as Covanta deems reasonably appropriate consistent with the permits governing the Facility and Applicable Law. Any action Covanta takes in response to such deliveries shall be as agent for Carrier and at no time does Covanta take title to the Hazardous Waste or Unacceptable Waste. Carrier shall reimburse Covanta for any expense or loss incurred, including cleanup, transportation and other costs, attorneys' fees, and fines for penalties imposed by any governmental agency.

(j) Carrier (or its agent) shall ensure that all material being transported and delivered to each Covanta Facility is handled, secured and transported in a lawful manner calculated not to create a risk of harm to public health or the environment and in compliance with Applicable Law. In the event of a spill or release of Supplemental Waste, Hazardous Waste or Unacceptable Waste while such Waste is in Carrier's (or its agent's) control at Covanta's Facility, under the supervision of Covanta's representative, Carrier shall take immediate action to contain and clean up to the standards imposed by Applicable Law and Covanta's spill response and cleanup guidelines. Carrier shall comply with all applicable verbal and written spill reporting requirements. No obligation or responsibility as to such spill shall attach to Covanta or Carrier, unless Carrier fails to comply with applicable spill response and reporting rules and regulations; in that event, Covanta shall have the right to take action, at Carrier's expense, as Covanta deems appropriate and consistent with the permits governing the Facility and Applicable Law. Any action Covanta takes in response to such spills or releases shall be as agent for Carrier and Carrier shall reimburse Covanta for all costs and expenses incurred, including attorneys' fees, and fines for penalties imposed by any governmental entity.

3. Obligations of Covanta.

(a) Covanta shall arrange for and designate pick-up and delivery points, Carrier's access to the Facilities and Carrier's assistance and direction in the unloading of the Containers and vehicles at the designated Facility.

(b) The Parties shall each designate a representative who shall be authorized to coordinate and arrange the performance of Carrier's services, including scheduling, throughout Covanta's and the Carrier's respective systems.

(c) A list of Covanta Facilities is appended to this Agreement as Appendix C, any of which may be or become a designated Facility.

4. Payment and Billing.

(a) Carrier shall provide Covanta with a complete schedule of rates and charges which shall be attached as Appendix A. Such rates and charges shall remain in force for at least the initial term of this Agreement and shall not thereafter be increased without a minimum of thirty (30) days written notice. Covanta shall pay the Carrier in accordance with Appendix A at the rates in effect at the time the Carrier's services are requisitioned for the transport of the Supplemental Waste.

(b) The Carrier shall provide Covanta with an invoice statement within ten (10) days of delivery of each load setting forth the total number of tons or pounds of Supplemental Waste which the Carrier has transported together with

weight scale tickets or other evidence of such deliveries. Covanta shall pay to the Carrier the amount due and owing on or before the forty-fifth (45th) day following the receipt of such statement.

5. Insurance.

(a) Carrier shall obtain and maintain at its expense the following insurance coverages from insurers who are licensed in the state where the Facility is located and who have a Best's rating of B+ or better: (i) workers compensation insurance as required by law; (ii) employer's liability insurance having a minimum limit of \$1,000,000 per occurrence; (iii) commercial general liability insurance (Broad Form) including employment, personal injury and blanket contractual liability coverage with a minimum combined single limit of \$1,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence; (v) pollution liability insurance having a minimum limit of \$2,000,000 per occurrence; (vi) all-risk property insurance covering Carrier's equipment used during the performance of this Agreement with a minimum limit sufficient to replace all such equipment; and (vii) excess of (ii), (iii) and (iv) above, umbrella liability insurance with a minimum limit of \$1,000,000 per occurrence.

(b) Each policy obtained pursuant to subsections (a)(ii) through (vii) shall designate Covanta as an additional insured, shall be primary to any insurance coverages maintained by or on behalf of Covanta or Covanta, shall be non-contributory, shall contain a severability of interest provision and shall contain a clause or endorsement stating that the waiver of claims set forth below shall not affect the right of any insured to recover under such policy.

(c) Carrier waives any claim for recovery from Covanta for any injury, loss or damage to Carrier arising out of the performance of this Agreement, to the extent compensation for such injury, loss or damage shall have been recovered under any insurance policy. This paragraph shall not apply to any injury, loss or damage to Carrier arising out of the sole, gross negligence of Covanta or Covanta, except that to the extent that compensation is recovered under any insurance policy carried by Covanta or Covanta, this Section shall remain in effect.

(d) Carrier shall furnish Covanta at the time this Agreement is executed with certificates of insurance evidencing the insurance coverages required by this Agreement. Each certificate shall provide 30 days prior written notice be given to Covanta in the event of an expiration or cancellation of, or other material change in, any such coverages.

6. Indemnity. Supplier shall defend, protect, hold harmless and indemnify Covanta, its affiliates, officers, directors, partners, employees, other agents and Covanta's client community where the Facility that is to receive the Waste is located (individually and collectively, the Indemnitees) from and against any cost, expense, loss, claim, damage, penalty, judgment, amount in contribution or settlement, or liability whatsoever, including attorneys' fees and consultants' fees, costs and expenses, and shall defend the Indemnitee(s) in any proceeding, including appeals, arising out of: (i) the negligence, willful act or omission or wrongful misconduct of Supplier, its drivers whether employed by or otherwise retained by Supplier, transporters, its directors or partners, officers, employees, agents; (ii) the failure by Supplier, its drivers, transporters, directors or partners, officers, employees, or other agents or representatives to comply with Applicable Law; or (iii) any breach by Supplier of any representation or covenant made in this Agreement, including the supply, transport and/or delivery of Unacceptable Waste or Hazardous Waste. Supplier shall initially defend, but is not required to hold harmless or indemnify any Indemnitee, including costs of defense for any liability to the extent caused by the Indemnitee's negligence or wrongful misconduct. Subrogation is waived by Supplier except in the case of the negligence or wrongful conduct of an Indemnitee.

7. Term and Termination. This Agreement shall become effective as of the date first above written and unless earlier terminated pursuant to this Section, shall continue in effect for a period of one year subject to such extensions as the Parties shall agree. Covanta may earlier terminate this Agreement at any time for convenience or cause. Upon termination for convenience, Carrier shall be paid for the services performed to the date of termination. If Carrier is terminated for cause, Covanta shall be entitled to complete the services or cause them to be completed and the balance due to Carrier for services performed to the date of termination shall be adjusted by an amount equal to the difference between the sum of any amounts paid or owed to Carrier pursuant to this Agreement and the cost to Covanta of completing the services. If the adjustment results in a net amount owing to Covanta, Carrier shall promptly remit such amounts to Covanta. Any obligation for the payment of money, indemnity or otherwise, which shall have arisen from the conduct of the Parties pursuant to this Agreement shall survive expiration or earlier termination of this Agreement and shall remain in full force and effect until satisfied. Carrier in no event shall be entitled to consequential damages or other damages or expenses in the event of Covanta's termination of this Agreement for convenience or cause.

8. **Relationship of the Parties; Beneficiaries.** This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship between the Parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as specifically provided for herein.

9. **Assignment.** This Agreement shall not be assigned or subcontracted by Carrier without the prior express written consent of Covanta. A permitted assignment or subcontract shall neither be effective nor relieve Carrier of its obligations under this Agreement unless this Agreement shall have been assumed by the assignee or subcontractor.

10. **Notices.** Any notices or communications required or permitted under this Agreement shall be in writing and either delivered in person, transmitted by telecopier followed by a mailed confirmation copy or sent by certified or registered mail, return receipt requested, postage prepaid, at the addresses of the Parties set forth above. Changes in the phone numbers through which such telecopies may be transmitted or the addresses to which such notices shall be delivered may be made by written notice given in accordance with this Section.

11. **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.

12. **Entire Agreement; Modifications; Schedules.** The provisions of this Agreement (except captions), including any appendices or schedules annexed hereto or incorporated herein by reference, shall constitute the entire agreement between the Parties, superseding all prior or contemporaneous negotiations, understandings or agreements and shall not be modified or amended in any respect except by express written agreement executed by the Parties. In the event of any conflict between the text of this Agreement and such schedules or appendices, the text of this Agreement shall govern.

13. **Severability.** If any provisions of this Agreement shall be determined to be invalid, illegal or unenforceable, the Parties shall make good faith efforts to modify this Agreement to implement the intent of the Parties embodied in this Agreement. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Compliance with Laws.** In the performance of its services, Carrier shall comply with Applicable Law, including all applicable health and safety, anti-discrimination, affirmative action and minority business opportunity laws, and all applicable codes, specifications and standards governing Carrier's business and activities under this Agreement.

15. **Governing Law.** The enforcement and venue of this Agreement shall be governed by the laws and determined in the courts of the state of New Jersey, provided that if for any reason jurisdiction of a Party cannot be obtained in New Jersey, venue shall be the state of either Party's domicile or incorporation.

16. **Publicity and Property Rights.** Carrier shall not advertise or otherwise use its contact with Covanta hereunder in any public disclosure without the prior written consent of Covanta. Such disclosure shall include, without limitation, brochures, reference listings, advertisements and the making of any announcement or release of any information concerning the existence or content of this Agreement or its services. Carrier shall not permit any photographing, filming, taping or other audio or visual recording at or allow any person to enter any Covanta facility unless prior express written consent is obtained from Covanta's authorized representative. Carrier shall not use or permit the use of the trade or service names, marks or logos of Covanta or any of its affiliates in any manner.

17. **Independent Contractor.** In performing the Services and incurring expenses under this Agreement, Carrier shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of Covanta. As an independent contractor, Carrier shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the personnel and any subcontractor of Carrier engaged in the performance of the Services.

18. **Force Majeure.** No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party and could not reasonably have been avoided by that Party's exercise of due diligence and foresight. Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. Covanta's or Carrier's financial inability to perform shall not be deemed to be an event of Force Majeure.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date of this Agreement.

COVANTA SECURE SERVICES, INC.

By: _____

Senior Vice President

(Carrier)

By: _____

Name Typed: _____

Title: _____

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Covanta Lake, Inc.

(sub) APPENDIX A

RATES AND CHARGES

To be agreed and attached hereto and to include at a minimum:

- ! statement of included loading and unloading times
- ! base rates for short hauls
- ! base loaded mileage rate
- ! discounts to base loaded mileage rate
- ! point to point flat rates as quoted, and confirmed by Covanta for each lane to be traveled, to be added to this schedule as addendum
- ! validity dates for all such rates or quotations
- ! demurrage rates for trailers, containers and tractors
- ! any detection rates, spotting charges or rental rates which may apply
- ! any other surcharge or discounts which may apply

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Covanta Lake, Inc.

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(sub) APPENDIX B

FACILITY RULES, REGULATIONS AND PROCEDURES

ANY VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN PENALTIES, INCLUDING THE SUSPENSION OF PROCESSING PRIVILEGES.

Tipping Requirements and Procedures:

1. All deliveries must be scheduled.
2. Carrier's vehicles shall properly display and be in compliance with state and local rules, regulations and ordinances regarding vehicle and equipment registration, identification and permitting, including tare and gross weights and capacity. Vehicles arriving at the scale house which do not have appropriate identification may be refused entry to the Facility.
3. All vehicles shall check through security gates and proceed to the scale house. After weighing in, the scale house operator will direct the vehicle to the tipping area.
4. During periods of peak deliveries, vehicles awaiting weigh-in will queue at the entrance to scales. If the line of vehicles reaches the capacity of the Facility entrance road, a Facility staff member will direct the vehicles to a holding area.
5. Upon exiting the scale, vehicles shall enter the tipping area and position to unload as directed. After unloading, the driver shall thoroughly clean the tail gate and rear assembly of his vehicle before exiting the Facility.
6. Vehicles may be directed periodically to a specific area on the tipping floor and requested to unload for examination. If this spot check results in materials being rejected or in the discovery of Hazardous Waste or Unacceptable Waste, the following procedures shall be observed:
 - a) For Unacceptable Waste which is not Hazardous Waste, Carrier will be required to reload such materials for disposal elsewhere.
 - b) For Hazardous Waste, vehicles may be required to remain at the Facility until appropriate public health, environmental agency or other enforcement officials arrive.
 - c) Weight tickets issued for loads which are found to contain a portion of rejected waste shall not receive a credit for such deliveries.
7. Carrier's vehicles shall be unloaded in an expedient manner to assure and maintain an even traffic flow through the Facility.
8. After unloading and being released, the vehicle shall proceed to the scale house and be weighed out. The driver of each vehicle shall be presented with a weight ticket from the scale house attendant. Such tickets shall indicate the company name, vehicle identification, weight and tons delivered. Each driver shall sign the weight ticket and retain the appropriate copy for Carrier's records of deliveries to the Facility. A driver who fails to sign for or receive a weight ticket shall be deemed to have made such delivery as if a weight ticket had been signed and received.

Driver Regulations:

1. Drivers shall follow standard vehicle safety practices at all times and shall observe all other Covanta traffic and safety regulations while on the Facility site.

2. All containers must be absolutely secured so as not to allow leakage or spillage.
3. Vehicles, whether or not they are disabled, are not to be left unattended while on the Site or off the Site if such vehicles would impede approach to or exit from Facility. No vehicle shall be allowed to remain on the Facility Site overnight. Noncompliance with this regulation will result in having the vehicle towed at Carrier's expense.
4. All vehicles shall proceed with extreme care at all times and drivers shall follow directions issued by appropriate Facility staff.
5. Manual unloading will only be permitted on designated area.
6. Vehicles shall not bump or roll into pit guard rails.
7. Drivers shall ascertain the correct placements of truck-beds and containers before releasing loads. No driver will be allowed to bank containers on tipping floor to aid in releasing the load.
8. Smoking is prohibited in and around the pit and Dumpster areas.
9. No driver shall possess, consume, or be under the influence of any illegal or intoxicating substances. No firearms, explosives or weapons of any kind shall be permitted on the Facility Site.
10. Foul, offensive language and other inappropriate behavior (i.e., littering, spitting, swearing, lewd gestures, etc.) are not permitted on Site.
11. 10 m.p.h. speed limit is enforced on all roadways on the Site.

Emergencies and Damages:

1. Drivers with fire in their loads (hot loads) shall be diverted immediately to a designated safe area, and shall assist Covanta employees in extinguishing the fire. The local fire department shall be called upon if judged necessary by Facility personnel.
2. In the event of an accident, explosion, or breakdown of or to vehicles, equipment or the Facility which impairs the flow of traffic or the ability of the Facility to operate efficiently, drivers shall follow directions of Facility employees in dealing with such events. Any damage to Broker's vehicles or equipment including injury to personnel or to the Facility's premises or property shall be promptly reported to the Facility manager with all necessary details.

Appendix C: Mixed Class A Protocol

Procedure for Secure Disposal of a random collection of mixed Class A waste, where no more than 10% of any one material is present in the load.

INTRODUCTION

Like many pharmaceutical, consumer products, and health and beauty aid manufacturers, BMS may operate or work with third party reverse distribution centers for your return products. These products are consumer packaged merchandise that may be out of date, off specification, part of a recall, etc. CSSI has developed this protocol specifically to facilitate the disposal of this type of nonhazardous waste at Covanta waste-to-energy facilities through the Covanta Supplemental Waste Program. It is intended to assist BMS with the requirements and procedures for disposing of mixed loads of CSSI Class A waste. By CSSI classification, Class A waste is consumer packaged, finished formulation products, including:

- ◆ over-the-counter and prescription pharmaceuticals,
- ◆ health and beauty aid products,
- ◆ consumer products,
- ◆ Drug Enforcement Administration (DEA) controlled substances (see Section 19 for additional information on DEA materials).

Mixed Class A waste is a random collection of these products where no more than 10% of any one material is present in the load.

IMPORTANT:

- # This protocol is not intended to be used with dedicated loads of one commodity of Class A materials. In addition, certain categories of waste are not acceptable for processing at Covanta waste-to-energy facilities under this protocol. Please refer to Appendix A of this protocol for a list of unacceptable wastes.

WASTE CHARACTERIZATION REQUIREMENTS

To begin the approval process for mixed Class A waste, an authorized representative from the BMS location completes the CSSI Material Characterization Form (MCF) for Class A Protocol, available from the CSSI Technical and Client Services Group (see Section 28). Supporting Documentation is also required as follows:

1 *Inventory List*

This is a list from the BMS location of all waste materials by chemical name, trade name or product name. If the inventory is catalogued by a reference number or other code, specific to the generator, a key should be provided so that the waste can be properly identified. In addition to maintaining this list as part of our permanent approval records, the list is provided to the receiving facility for hazard communication, first aid and tracking purposes. This list is held confidential.

2 *Material Safety Data Sheet*

An MSDS or product insert should also be provided, if available.

3 *Hazardous vs. Nonhazardous Determination*

Hazardous waste is not acceptable at Covanta waste-to-energy facilities. The BMS representative is responsible for characterizing the waste and must provide the backup documentation used to make the hazardous/nonhazardous characterization. BMS will provide written certification that the waste materials to be delivered for disposal are nonhazardous according to federal definition. In addition, BMS must certify that the waste is nonhazardous based upon state and local regulations. This information is required to determine if the waste is acceptable in the state of disposal.

4 *Aqueous Solution Exemption.*

A common question related to RCRA ignitability characterization occurs when waste contains alcohol and has a flashpoint below 140°F. If the alcohol content is less than 24% and the water content is greater than 50%, BMS can use the EPA Aqueous Solution Exemption (Reference 40CFR Part 261.21 (a)(1)). Third party operators of the distribution/reverse distribution facilities should be knowledgeable of the process used to apply this exemption and be prepared to discuss the process, if necessary.

5 *Segregation Procedures*

The BMS location must provide a brief description of the system used for segregating CSSI unacceptable waste. This should include:

- ◆ who makes the nonhazardous determination
- ◆ what that determination is based on (testing, process knowledge, etc.)
- ◆ how the unacceptable waste is separated and tracked so that it does not inadvertently re-enter the waste stream

6 *Site Visit*

Prior to issuance of an approval for Class A waste materials under this protocol, a representative of CSSI may choose to visit the waste generation site to review the capabilities of the operator (third party), compliance history and the characterization of the waste. The local BMS representative and/or the reverse distribution facility operator are also encouraged to visit the Covanta waste-to-energy facility that will be receiving the materials for disposal.

WASTE CATEGORIES

Some mixed Class A materials may be nonhazardous by federal, state and local law, but still may not be acceptable for processing at an Covanta facility because of health and safety concerns or operational issues. Each of these waste types is handled on a case-by-case, facility-by-facility basis during the approval process. The following is a brief discussion of these waste types.

1 Sharps.

Unused sharps in their original containers may be acceptable at some Covanta Facilities, depending on state regulatory definitions. Please contact Justin Davis (800.950.8749) to identify the Covanta facilities that can, by state regulation, accept unused sharps.

2 Vaccines and Viruses

Vaccines and Viruses may be acceptable at some Covanta Facilities, depending on state regulatory definitions. Please contact Justin Davis (800.950.8759) to identify the Covanta facilities that can, by state regulation, accept vaccines and viruses.

3 Antiperspirants.

Antiperspirants using an organically based active ingredient are acceptable under this protocol. Antiperspirants using a metal based active ingredient (such as titanium dioxide) may be acceptable under this protocol at some Covanta Facilities if the quantity is less than 5%, by weight, of the total load (i.e., less than 1000 pounds per 20,000 pound delivery). If the quantity will be greater than 5%, this may limit which facilities can accept the load. When the quantity of metal based antiperspirants is greater than 5%, CSSI requires that the antiperspirants be segregated from the rest of the delivery. Metal based antiperspirants represent a potential operational problem. Therefore, segregating these antiperspirants gives the facility operators better control over when and how they are fed to the combustion unit.

4 Waxes

Waxes must be treated very similar to antiperspirants. Covanta facilities can accept waxes under this protocol if the quantity is limited to less than 5% by weight of the total load. Depending on how the wax is packaged, some facilities may be able to take quantities greater than 5%. As with the antiperspirants, if the quantity of waxes will be greater than 5%, CSSI prefers to have the waxes segregated from the rest of the load.

5 Antineoplastics.

Antineoplastics must be treated very similar to antiperspirants and waxes. Covanta facilities can accept antineoplastics under this protocol if the quantity is limited to less than 5% by weight of the total load. These materials can only be received in their consumer packaged

form of tablets, pills or capsules (no loose powders). Depending on how these tablets, pills or capsules are packaged, some facilities may be able to take quantities greater than 5%. As with the antiperspirants and waxes, if the quantity of antineoplastics will be greater than 5%, CSSI prefers to have the antineoplastics segregated from the rest of the load and reviewed separately.

6 *Air Permit Criteria.*

In addition to determining that the waste is nonhazardous and can be managed operationally at an Covanta Facility, the next step is to ensure that processing the waste will not cause a violation of our air permit at the receiving facility. Compliance with the facility specific permit can be ensured by limiting the concentration of halogens (fluorine, chlorine, bromine and iodine) or halogenated constituents in the waste. Halogenated constituents may be found in formulations of such things as diagnostics, radiopaque, pills, tablets, capsules, elixirs, creams, etc. The Covanta standard for pharmaceuticals containing iodine and bromine is that they are not acceptable under this protocol due to operating constraints. However, we understand that some products may contain limited or trace amounts of these substances and cannot be segregated from the rest of the load. If pharmaceuticals containing iodine or bromine are present in the waste, Covanta can review these on a case-by-case basis to determine if we can safely process these materials.

HEALTH AND SAFETY REQUIREMENTS

In addition to Covanta's safety procedures for handling supplemental waste (Safety Procedure 42), Covanta has a safety procedure specifically for the handling of mixed Class A deliveries. A copy of this procedure, AFirst Aid Guidelines for Accidental Exposure to Packaged Pharmaceutical Products, is found in Appendix B of this protocol. If any of the waste intended to be delivered under this protocol requires specific precautions in addition to those specified in Appendix B of this protocol, these must be clearly defined, in writing, and submitted with the waste profile package. Once the waste is approved, the Approval Letter gives specific details on how the precautionary information is to be communicated with the load. Generally, this information may be required on the Preshipment Notification Form, the manifest, the waste profile package accompanying the delivery and the labels on the waste packaging itself.

Appendix D: Unauthorized Scavenging Policy

It is an established policy of Covanta that scavenging of any material from waste-to-energy facilities is strictly forbidden. Unauthorized rummaging through waste and/or retrieving or removing materials from the tipping floor, refuse pit, conveyor systems, holding containers, ash building and/or facility maintenance scrap storage areas is prohibited.

All employees are expected to support Covanta's obligations to our clients by maintaining in strictest confidence the identity of waste and/or the waste generator, as requested, and to promptly report all cases of unauthorized scavenging or removal of material by other employees as well as outside personnel.

Scavenging is considered a very serious infraction which will result in disciplinary action, up to and including termination.

Excerpted from the Covanta Energy Corporation Resource Recovery Employee Manual.

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Covanta Lake, Inc.

Appendix E:

CSSI SUPPLEMENTAL WASTE CLASSIFICATIONS OF MATERIALS

CSSI SUPPLEMENTAL WASTE CLASSIFICATIONS OF MATERIALS

***** ALL SUPPLEMENTAL WASTES DELIVERED TO OWTE FACILITIES MUST BE PRE-APPROVED, PACKAGED AND LABELED ACCORDING TO OWTE POLICIES *****

- CLASS A** CONSUMER PACKAGED PRODUCTS: OTC and Prescription Pharmaceuticals, Healthcare Products, and Consumer Products must be in original consumer packaging, over packed in boxes or fiber drums, palletized and shrink-wrapped.
- CLASS B1** BULK POWDER 100% ACTIVE INGREDIENTS AND 100% INACTIVE INGREDIENTS: Powders, Dust and Granules in boxes, bags or drums.
- CLASS B2** BULK POWDER PRODUCTS: Powders, Dusts and Granules which are bulk products. These materials are waste found prior to the final pressing, encapsulation or packaging process. These may include: Offspec, Rejected or Expired formulations.
- CLASS B3** BULK POWDER INTERMEDIATE WASTE: Powders, Dusts and Granules which consist of a combination of: active and inactive ingredients, Class B2 Materials, Rejected Pressed Pills and Capsules, and clean-up materials (tyvek, rags, etc.) Used in the clean-up of the manufacturing process or from a dust collection system.
- CLASS C** BULK PRESSED TABLETS AND CAPSULES: Complete products no in consumer package. NO POWDERS, OR DUSTS! NO CLASS B1 OR B2! NO CLEAN-UP MATERIALS! NO DEBRIS!
- CLASS D** BULK CREAMS, LIQUIDS AND PASTES IN DRUMS, TOTES AND BULK TANK TRUCKS: These materials are not consumer packaged however they are flowable, non-dusting bulk products, ingredients and raw materials.
- CLASS E** DEBRIS: Production, Industrial Plant scraps contaminated with less than 1% Class B1, B2, and B3 and D. Material may include plastic containers, paper bags, cardboard, Tyvek, etc. Debris including filter media, filter cakes, absorbents, containers and general trash.
- OILY DEBRIS: Oil filters, oily debris, filter media and absorbent.
- CLASS F** NON-HAZARDOUS REPACKED MATERIALS: Small quantities of reagent grade-off specification, unused or discarded non-hazardous laboratory chemicals and products that have been designated as non-hazardous waste for disposal. These materials will be in laboratory type containers of five gallon size or smaller as specified by the approval. These five gallon and smaller packages will be over packed in 55 gallon and smaller fiber/poly/steel drums and gaylord boxes. Each delivery must conform to specific repacking procedures.

Note 1. The classifications described above do not include hazardous materials or any mixtures of hazardous and non-hazardous materials.

Appendix F:

FIRST AID GUIDELINES FOR ACCIDENTAL EXPOSURE TO PACKAGED PHARMACEUTICAL PRODUCTS

These guidelines are intended for use involving persons who may have inadvertent contact with packaged pharmaceutical products at an OWTE facility. During the course of operations it is possible that a person could have incidental contact with a packaged pharmaceutical product which breaks or is otherwise accidentally dispersed inside the facility.

Inadvertent contact could involve the skin, eye, inhalation or possibly incidental ingestion. Such contact would not be expected to produce any significant health problems. In the event of such an exposure the following first aid procedures should be followed.

Immediate First Aid Guidelines

1. Skin Exposure

Immediately flush exposed skin with water and remove any exposed clothing. Continue flushing affected are with water for at least 15 minutes. Do not attempt to neutralize or wash product with anything other than water unless directed to do so by a physician or poison control center.

2. Inhalation Exposure

Cease exposure by moving person to fresh air.

3. Eye Exposure

Gently irrigate exposed eye with either wash solution or if not available, tap water from an eye wash station or faucet. Use whatever is most rapidly available. Irrigate for a minimum of 15 minutes. If using bottled sterile saline a minimum of one liter irrigation solution is required for each eye. If this is not available switch to tap water. Do not put anything in the eye other than water or sterile saline. Do not use any eye drops

F1

Covanta Lake, Inc.

(Visine, etc.).

F2

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SOP

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4. Accidental Ingestion

Do not induce vomiting unless directed to do so by a physician or poison control center. If there was irritation to the mouth, an unusual taste in the mouth or a significant amount of material was swallowed, contact the nearest poison control center.

Follow-up Actions

1. Product Identification

Covanta plant management should identify the product involved by observing the consumer package label of the broken container. The exposed persons should be provided this information.

2. Ongoing Care

If the exposed person has obvious injuries or symptoms, they should be evaluated by a physician immediately. Examples include burns or dizziness. Persons who have received eye irrigation should be evaluated by a physician.

If the exposed persons have no symptoms, immediate medical care is not required. However, a follow-up medical evaluation should be performed for any significant contact including all situations where first aid was rendered. Covanta plant management or the exposed persons should seek advice about appropriate follow-up care from the nearest local poison control center or consult a physician. In cases of trivial or insignificant exposure a telephonic evaluation could be adequate.

Physical Trauma

If the victim is in the obvious need of emergency medical care, begin basic life support if necessary. Such severe injuries are unlikely from discarded pharmaceutical products alone, but accidental exposure may be associated with a larger incident such as vehicle collision.

In situations where there has been significant physical trauma and an associated exposure of pharmaceutical products, do not move the victim if there is a significant risk of further aggravating or causing worsening of the injury (e.g., cervical fracture associated with a vehicular accident). If there is a significant trauma, call 911.

Figures
