Profile Tracking # _____

# WASTE PROFILE FORM

*For assistance in completing this document or for additional information on service offerings, please visit our website at www.usecology.com, or call 800-592-5489.*

**US Ecology will choose the appropriate facility and method of waste management for your waste from the technologies offered at each operation.**

**If you wish to direct this waste to a specific facility(s) or treatment technology please indicate here:**

## Waste Common Name: Non-RCRA, Non-DOT Regulated Material (Debris)

## *Section 1 – Generator & Customer Information*

**Generator EPA ID #** NYN000206699
NAICS/SIC Code
Generator Site US EPA Region 2-Niagara Falls Boulevard
Facility Address 9450 Niagara Falls Boulevard
City Niagara Falls State NY Zip 14304
**24-hour Emergency Response Number**
908-420-1707
Mailing Address 2890 Woodbridge Avenue
City Edison State NJ Zip 08837
Generator Contact Eric Daly
Title On-Scene Coordinator
Phone 908-420-1707 Fax
E-mail daly.eric@epa.gov

Internal Use Only: EQ Division
EQ Customer No.
**Invoicing Company** Guardian Environmental Services Company, Inc.
Address 70 Albe Drive
City Newark State DE Zip 19702
Country United States
Invoicing Contact Accounts Payable
Phone 302-918-3070 Fax 302-834-1959
Technical Contact Janelle Kite
Phone 302-518-1917 Fax 302-834-1959
Cell Phone
E-mail jkite@gesoncall.com

## *Section 2 – Shipping & Packaging Information*

2.1) Shipping Volume & Frequency:
a) Volume of Waste to be Shipped: 18,800 Tons
b) Frequency: ☒ One time ☐ Month ☐ Year ☐ Other:

2.2) DOT Information
a) Is this a U.S. Department of Transportation (USDOT) Hazardous Material? ☐ Yes ☒ No
b) If "Yes", indicate the proper shipping name per 49CFR 172.101 Hazardous Materials Table:

## *Section 3 – Special Properties*

3.1) Color Varies

3.2) Odor ☒ None ☐ Ammonia ☐ Amines ☐ Mercaptans ☐ Sulfur ☐ Organic Acid ☐ Amines/Ammonia ☐ Other:

3.3) Consistency at 70$^0$F: ☒ Solid ☐ Dust/Powder ☐ Debris ☐ Sludge ☐ Liquid ☐ Gas/Aerosol ☐ Varies

3.4) What is the pH? ☐ $\leq$2 ☐ 2.1-4.9 ☐ 5 – 10 ☐ 10.1 – 12.4 ☐ $\geq$12.5 ☒ N/A

3.5) What is the flash point? ☐ <90$^0$F ☐ 90-139$^0$F ☐ 140-199$^0$F ☐ >200$^0$F ☒ N/A

3.6) Does this waste exhibit any of the following properties? **(check all that apply)**

☐ **None** ☐ Free Liquids ☐ Metal Fines ☐ Water Reactive ☐ Biohazard
☐ Shock Sensitive ☐ Oily Residue ☐ Dioxins ☐ Furans ☐ Aluminum
☐ Asbestos – non-friable ☐ Asbestos – friable ☒ Other Radioactive ☐ Air Reactive ☐ Isocyanates
☐ Biodegradable Sorbents ☐ Pyrophoric ☐ Reactive Sulfide ☐ Reactive Cyanide ☐ Explosives
☐ Temperature Controlled Organic Peroxide ☐ NORM ☐ TENORM

## *Section 4 – Composition and Generating Process*

4.1) Provide a physical and chemical composition of the waste (e.g. soil, water, PPE, debris, etc.). List the percent ranges of the material, either estimated or known.

Soil 0 to 50 % Concrete 0 to 5 %

Asphalt 0 to 40 % to %

Debris 0 to 5 % to %

4.2) Provide a description of the generating process. *Remediation & IDW Sites: please provide a site history.*
Cleanup of an USEPA Superfund site

4.3) Are there any known previous handling or treatment issues involving this waste? ☐ Yes* ☒ No
*If yes, describe:

## *Section 5 – Hazardous Wastes*

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

5.1) Is this waste exempted from RCRA? ☒ Yes, please provide exemption: ☐ No

5.2) Is this an EPA RCRA listed hazardous waste (F, K, P or U)? ☐ Yes: ☒ No
a) For F006–F009, F012, does this come from a generator that conducts a cyanide plating process? ☐ Yes ☒ No

5.3) Is this an EPA RCRA characteristic hazardous waste (D001-D043)? ☐ Yes: ☒ No

5.4) Do any State Specific Hazardous Waste Codes apply? ☐ Yes: ☒ No

***If you answered 'no' to 5.2, 5.3 and 5.4, please proceed to Section 6.***

5.5) EPA Source Code: EPA Form Code:

5.6) Waste Code Determination Is Based On: ☐ Generator Knowledge ☐ Analysis ☐ MSDS
*Analysis and/or MSDS may be required for review and approval for hazardous and non-hazardous waste streams.*

5.7) Does this waste exceed Land Disposal Restriction levels? ☐ Yes ☐ No

a) Is this stream a wastewater (WW) or non-wastewater (NWW)? ☐ WW ☐ NWW
b) If this waste stream is greater than 50% soil, does it meet the alternative soil treatment standards of 40CFR 268.49? ☐ Yes ☐ No
c) Does this waste contain greater than 50% debris, by volume? ☐ Yes ☐ No
(Debris is greater than 2.5 inches in size.)
d) If the debris is larger than 3 ft x 3 ft x 3 ft, please provide the approximate dimensions and weight:

5.8) If this is a characteristic hazardous waste, does it contain Underlying Hazardous Constituents? ☐ Yes* ☐ No

*If Yes, please list:

*For a complete list of UHC constituents, please refer to 40 CFR 268.48*

## *Section 6 – Non-Hazardous Wastes*

**Please list applicable waste code(s):**

6.1) Do any State Specific Non-Hazardous Waste Codes apply? ☐Yes ☒No
6.2) Is this a Universal (UNIV) waste or a Recyclable Good (RG)? ☐UNIV ☐RG ☒N/A
6.3) Is this waste used oil as defined by 40 CFR Part 279? ☐Yes ☒No
a) If yes, is the total halogen content of the used oil waste stream greater than 1,000 ppm? ☐Yes ☒No
b) If yes, what is the source of the halogen content?
☐ This is a metalworking oil/fluid containing chlorinated paraffins.
☐ This is used oil contaminated with chlorofluorocarbons from refrigeration units.
☐ This oil contains halogenated solvents. List specific solvents:
☐ Other, describe:

## *Section 7 – TSCA Information*

7.1) What is the concentration of PCBs in the waste? ☒None ☐0-49 ppm ☐50-499 ppm ☐500+ ppm
7.2) Does the waste contain PCB contamination from a source with a concentration ≥ 50 ppm? ☐Yes ☒No ☐Unknown
***If you answered "none" or "0-49 ppm"' to 7.1 and "no" to 7.2, please proceed to Section 8.***
7.3) Has this waste been processed into a non-liquid form? ☐Yes*☐No
*If yes, what was the concentration of PCBs prior to processing? ☐0-499 ppm ☐500+ ppm
7.4) Is this non-liquid PCB waste in the form of soil, rags, debris, or other contaminated media? ☐Yes ☐No
7.5) Are you a PCB capacitor manufacturer or a PCB equipment manufacturer? ☐Yes ☐No
7.6) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained/flushed of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? ☐N/A ☐Yes ☐No

## *Section 8 – Clean Air Act Information*

8.1) Is this waste subject to regulation under 40 CFR, Part 264, Subpart CC (VOC > 500 ppmw)? ☐Yes ☒No
8.2) Is this waste subject to regulation under 40 CFR, Part 63, Subpart DD (VOHAP > 500 ppmw)? ☐Yes ☒No
8.3) Is the site, or waste, subject to any other NESHAP/MACT standard(s)? ☐Yes*☒No

*If Yes this document serves as notification that this waste contains chemicals , required to be managed in accordance with Part ☐61 ☐62 ☐63 Subpart of NESHAP/MACT standards.

8.4) Does this waste stream contain Benzene? ☐Yes ☒No
***If you answered "no" to 8.4, please proceed to Section 9.***
8.5) Does the waste stream come from a facility subject to 40 CFR 61, Subpart FF (Benzene NESHAP)?

☐Yes, please provide the SIC/NAICS code: ☐No

***If you answered "no" to questions 8.5, please proceed to Section 9.***
8.6) Does your facility manage the waste subject to Benzene NESHAP in a manner other than shipping off-site?

☐Yes, please specify: ☐No

8.7) Is the generating source of this waste a facility with Total Annual Benzene (TAB) ≥10 Mg/year? ☐Yes ☐No
8.8) Does the waste contain >10% water? ☐Yes ☐No
8.9) What is the TAB quantity for your facility? Mg/Year

8.10) What is the total Benzene concentration in your waste? Percent or ppmw.
***Supporting analysis must be attached. Do not use TCLP analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602 and 624.***

## *Section 9 – Certification*

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

***If I am an agent acting on behalf of the generator, I also certify that I have permission to sign any and all waste characterization paperwork on the generator's behalf and that I can produce such certification in writing upon request.***

Generator Signature _____ Printed Name _____

Company _____ Title _____ Date _____

## STANDARD TERMS AND CONDITIONS

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

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

**Definitions**

The following definitions shall apply for purposes of this Agreement:

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

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

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

**Control of Operations**.

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

**Identification of Waste**.

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

**Non-Conforming Wastes**.

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

**Customer Warranty - Acceptable Wastes**.

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

**Customer Warranty - Title to Wastes**.

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

**Customer Warranty - Compliance with Laws**.

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

**Customer Warranty - Updating Information**.

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

**Customer Indemnity**.

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

**Force Majeure**

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

**Governing Laws**

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

**Bulk Disposal Charges**

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