



## Special Waste Summary Report

Contract Number: 40742412483

Landfill : PLEASANT OAKS

Sales Rep ALDERETE-533

Bill To: UPSHUR COUNTY CENTRAL BARN

Acct #: 333539

Generator Name: UPSHUR COUNTY CENTRAL BARN

Origin: C1 SOLIDS, NON INDUSTRIAL

Waste Name: WASTE OIL AND DIESEL AFFECTED SOIL

Trux Waste Code Cont. Soil-VG

Inbound Rate: \$ 44.00 UOM: \_\_\_\_\_

Minimum: \$ 185.00 Fee/Taxes (This should be set up at the Account level w/ Division)  
(ERF/FRF/Admin/Local)

Other Charges: \_\_\_\_\_  
(Trans, Backfill, App, etc.)

### Transporter Information:

Name: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

### Additional Notes:

EXPI 8/20/25

ENTERED BY: JANICE WRIGHT DATE 8/23/24

ADDITIONALLY APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## SPECIAL WASTE DISPOSAL SERVICES AGREEMENT FOR NON-HAZARDOUS WASTES

Special Waste Profile No: 40742412483

INVOICE TO (Generator Billing Information)	
GENERATOR NAME (the "Generator") Upshur County Central Barn ACCT #: TBD	
ATTN: Gene Dolle PHONE: 903-680-8155 EMAIL: <a href="mailto:gene.dolle@countvofupshur.com">gene.dolle@countvofupshur.com</a> ADDRESS PO Box 730	
CITY Gilmer	ZIP CODE 75644
STATE TX	

LANDFILL FACILITY ("Company")	
LEGAL ENTITY NAME Pleasant Oaks Landfill	
ADDRESS 3031 FM 3417	
CITY Mt Pleasant	ZIP CODE 75456
STATE TX	
TEL. NO. 903-577-3100	FAX NO.
AUTHORIZED BY: Bill Firestone	TITLE GM
CONTACT Chris Alderete	TITLE Sales Rep

- Special Waste Services.** Subject to the terms and conditions contained in this Agreement (as defined in Section 4), Generator agrees to dispose of all Acceptable Waste (as defined in Section 6) in their possession, or which they receive, that is applicable to the Special Waste Profile listed herein at the Facility designated above. Company agrees to accept, at the Facility designated above, Acceptable Waste (as defined in Section 6).
- Rates:**

A. Rates for Disposal:				
Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
Waste Oil and Diesel		\$44.00 Per Yard		<i>WCF</i>
Affected Soil-Class 1	Landfill	\$185.00 Min per Load		<i>AW</i>

Additional Information: Admin Fee: \$5.25 per Invoice

**Price Increase annually-30 day notice prior to effective date. \*\*\*DISPOSAL WILL BE CALCULATED BY CONTAINER SIZE\*\*\***

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

- Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.
    - \_\_\_\_\_
    - \_\_\_\_\_
  - Taxes, Fees & Other Charges.** Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws, ordinances and regulations, and all charges set forth in Section 9, including, without limitation, site specific fees, host fees, fuel recovery fees, environmental recovery fees and administrative fees.
- Term of Agreement.** This Agreement is effective for 12 months beginning on 8/21/24 (the "Initial Term") and shall automatically renew for successive 12 month periods (each, a "Renewal Term"), unless written notice of non-renewal is delivered in accordance with Section 19 by one party to the other party at least 30 days before the expiration of the Initial Term or any Renewal Term.

Except for requests for bids that Generator must send to multiple parties under any Applicable Laws, Generator grants to Company the right to bid and/or compete for any future services sought by Generator, whether by means of competitive bids or otherwise, that are for services comparable to those provided under this Agreement.

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

GENERATOR

*[Signature]*

SIGNATURE (AUTHORIZED REPRESENTATIVE)

**TODD TEPTICLER**

NAME AND TITLE (PLEASE PRINT)

DATE: 8-21-2024

**UPSHUR CO. JUDGE**

COMPANY

*Chris Alderete*

SIGNATURE (AUTHORIZED REPRESENTATIVE)

Chris Alderete

NAME AND TITLE (PLEASE PRINT)

DATE: 08/23/2024

4. **The Agreement.** This agreement of the parties ("Agreement") for the exclusive right to disposal of all Acceptable Waste that Generator possesses applicable to the Special Waste Profile listed herein, and shall consist of this Agreement, riders to the Agreement (if any), any Special Waste Profiles (including any approved changes and re-certifications) and any Application, permit and approval that may be applicable to the disposal of such Acceptable Waste ("Acceptable Waste Documentation").
5. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Acceptable Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same (collectively, "Applicable Laws").
6. **Acceptable Waste.** Only waste that satisfies each of the following criteria shall be accepted for disposal at the Facility ("Acceptable Waste"): (a) the waste conforms to the description set forth in the Acceptable Waste Documentation; (b) the waste does not contain any Unacceptable Waste; (c) the waste is accurately reflected on any Special Waste Profile(s) as directed by the Company pursuant to Section 7; (d) the waste is acceptable for disposal at the Facility under all Applicable Laws; and (e) the transportation to and disposal of the waste at the Facility is otherwise in accordance with this Agreement. The parties may incorporate additional Acceptable Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Acceptable Waste and Company has approved disposal of such Acceptable Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to and liability for any and all Acceptable Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
7. **Rights of Refusal/Rejection.** The Generator shall inspect all waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if the Company believes (a) Generator has breached (or is breaching) its representations, warranties, covenants or agreements in this Agreement or any Acceptable Waste Documentation, or any Applicable Laws; or (b) that the waste contains Unacceptable Waste. The Company has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility if the Company has reason to believe, in its sole discretion, that the waste: (1) emits excessive odors; and/or (2) negatively impacts operations at the Facility. Company shall have the right to inspect all vehicles and containers of waste haulers, including the Generator's vehicles, in order to determine whether the waste is Acceptable Waste pursuant to this Agreement and all Applicable Laws. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement.
8. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to: speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
9. **Charges and Payment.** Payment shall be made by Generator within twenty (20) days after receipt of invoice from Company. If any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Acceptable Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator. For the purposes of this section, written notice may be provided via email, certified mail, or overnight courier.
10. **Termination/Suspension.** Company shall have the right to immediately terminate and/or suspend this Agreement upon the occurrence of any of the following events of default: (a) Generator's failure to timely pay any amounts due under this Agreement to Company; (b) Generator's breach of any of its obligations, representations, warrants or covenants under this Agreement or any Acceptable Waste Documentation; or (c) the filing of a voluntary or involuntary petition for reorganization or bankruptcy against Generator. Generator shall be liable for any losses, claims, expenses and damages incurred by Company as a result of suspension or termination hereunder. Generator's obligations, representations, warranties and covenants regarding the Acceptable Waste delivered and all indemnities contained in this Agreement shall survive expiration and termination of this Agreement. Additionally, Company shall have the right to terminate this Agreement for convenience at any time on 30 days notice to Generator.
11. **Personnel Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Acceptable Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
12. **Indemnification.** Generator agrees to indemnify, defend and hold harmless Company, the legal entity owning and/or operating the Facility, their subsidiaries, affiliates and parent corporations, as applicable, and each of their respective officers, directors, lenders, employees, subcontractors and agents (collectively, the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or related to (a) the transportation to and/or disposal of any Unacceptable Waste at the Facility, whether or not Generator or Company was negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste at the Facility; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation and/or disposal of Unacceptable Waste; (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed of at the Facility following discovery of potentially Unacceptable Waste; and (e) the Company's inability to use the Facility due to the presence of Unacceptable Waste including without limitation any consequential damages. Company may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste at Generator's sole expense. The indemnification and other obligations stated in this Section 12 shall survive the expiration and termination of this Agreement.
13. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,000,000 combined single limit
Automobile Liability (if Generator hauling)	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Generator shall deliver the Certificates of Insurance evidencing the foregoing policies to Company before Generator delivers any waste to the Facility pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Generator's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form".

- Said policies shall not thereafter be canceled, be permitted to expire or laps, or be changed without 30 days advance written notice has been given to Company. With the exception of workers' compensation, Company shall be shown as additional insureds under all of the insurance policies required by this Section 13. The policies required by this Section 13 shall be primary and non-contributory with respect to Company, and the insurance providers shall agree to waive their rights of subrogation against Company.
14. **Failure to Perform.** Except for Generator's obligation to pay amounts due to Company, neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations at the Facility; or (b) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, Company shall have the right to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice; provided, however, that Generator's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.
15. **Assignment; Performance of Services.** Generator may not assign, transfer, subcontract or otherwise vest in any other company, entity or person, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement or any of its rights or obligations thereunder, to any other company, entity or person, in its sole discretion. Additionally, Company may freely use any of its affiliates to provide the services and fulfill Company's obligations under this Agreement.
16. **Right of Disposal.** This Agreement does not grant any rights to dispose of waste other than as specifically set forth in this Agreement.
17. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Special Waste profiles on the waste(s) offered for disposal or, (ii) providing appropriate certification that the waste being offered for disposal is accurately reflected by the appropriate Special Waste Profile or, (iii) re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or any Acceptable Waste Documentation.
18. **Miscellaneous.**

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) Unless otherwise provided for herein, no modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.
- (I) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.
19. **Notices.** All notices required under this Agreement shall be considered as having been given upon being placed in the mail, certified postage prepaid, addressed to Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
20. **Liquidated Damages.** If Generator terminates this Agreement before its expiration other than as a result of a breach by Company, Generator shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. If Customer fails to deliver all of its Acceptable Waste to Republic, then Customer shall pay Republic an amount equal to the then current disposal rate per ton for all tonnage not provided to Republic. The parties agree that in the event Customer fails to provide all Acceptable Waste then actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable, and objective estimate of the actual damages to Republic, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

GENERATOR: [Signature] COMPANY: GA

8-21-2024

**CONTRACT DETAILS**

**Customer:** 333539 - UPSHUR COUNTY CENTRAL BARN

**Start Date:** August 20, 2024

**Default Origin:** C1 SOLID Non Industria

**Contract:** 40742412483

**Expiration Date:** August 20, 2025

**Waste Generator:** UPSHUR COUNTY CENT

**Type:** Inbound

**Special Waste:**

**Apply Load Rate:**

**Sales Rep:** ALDERETE, CHRISTOPHER

**Permanent:**

**Load Rate Misc. Transaction Code:**

**Po Number:**

**Load Rate:** (\$0.00)

**Cash Only:**

**Service Agreement Effective Date:**

**Prepaid:**

**Service Agreement Expiration Date:**

**Collect:**

**Note:** WASTE OIL AND DIESEL AFFECTED SOIL

**Material:** SW-CONT SOIL

**Bill UOM:** YD

**Tracking UOM:** YD

**Leed:**

**Price Type:** Flat Rate

Rate	Tier Formula	Effective Date	Expiration Date	Billed Qty	Tracked Qty	Billed \$	Min \$	Max \$	Ord. Qty	Max Qty
\$ 44.000		08/20/2024		0.00	0.00	0.00	185.00	0.00	0.00	500.00



# Republic Services

18500 N. Allied Way, Phoenix, AZ 85054

## SPECIAL WASTE DEPARTMENT DECISION

Waste Profile #  
40742412483

Expiration Date  
8/20/2025

### I. Decision Request:

Initial    Recertification    Change

Disposal Facility: 4074 - Pleasant Oaks LF

Generator Name: UPSHUR COUNTY CENTRAL BARN

Generator Site Address: 2255 US HIGHWAY 271 N

City: GILMER

County:

State: TX

Zip:

Name of Waste: WASTE OIL AND DIESEL AFFECTED SOIL

Estimated Annual Volume: 500 Cubic Yards

### II. Special Waste Department Decision:

Approved    Rejected

Management Method(s):

Landfill    Solidification    Bioremediation    Deep Well    Transfer Facility

Problematic Special Waste according to Republic?

Yes    No

If yes, which one?

Approved by Special Waste Review Committee?

Yes    No    Not Applicable

### Precautions, Conditions or Limitations on Approval

CLASS 1 DISPOSAL REQUIRED

Special Waste Analyst Signature: 

Date: 8/20/2024

Name (Printed): Stephen Brown

### III. Facility Decision:

Approved    Rejected

### Precautions, Conditions or Limitations on Approval

By signing below, the General Manager or Designee agrees that a fully executed Special Waste Service Agreement is on file for this profile and that the special waste file is complete.

General Manager or Designee: 

Date: 8/20/2024

Name (Printed): Bill Firestone

# Special Waste Profile



Disposal Facility: Pleasant Oaks Landfill

Waste Profile #: 40742412483

Sales Rep #: 533

## I. Generator Information

Generator Name: Upshur County Central Barn

Generator Site Address: 2255 US Highway 271 N

City: Gilmer County: Texas State: TX Zip: 75644

State ID/Reg No: N/A State Approval/Waste Code: N/A NAICS:

Generator Mailing Address: PO Box 730

City: Gilmer County: Upshur State: TX Zip: 75644

Generator Contact Name: Gene Dolle Email: Gene.dolle@countyofupshur.com

Phone Number: 903-680-8155 Ext: Fax Number:

## II. Billing Information

Bill To: Upshur County

Contact Name: Gene Dolle

Billing Address: PO Box 730

Email: Gene.dolle@countyofupshur.com

City: Gilmer State: TX Zip: 75644 Phone: 903-680-8155

## III. Waste Stream Information

Name of Waste: Waste oil and diesel affected soil

Process Generating Waste: Spills/overfills from containers and equipment

Type of Waste: Pollution Control Physical State: Solid

Method of Shipment: Bulk Estimated Volume: 500 Volume Type: Cubic Yards

Frequency: One Time Disposal Consideration: Landfill

## IV. Representative Sample Certification

No Sample Taken  Sample Taken Type of Sample: Composite

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

Sample Date: May 21, 2024

Sample ID Numbers Waste Comp. Sample, or SDS:

Remember to attach Laboratory Analytical Report (and/or Material Safety Data Sheet) including Chain of Custody and required parameters provided for this profile.

# Special Waste Profile



## V. Physical Characteristics of Waste

Characteristic Components (must equal 100%): % By Weight (out of 100% - ranges acceptable):  
 1. Waste oil and Diesel affected soil typical/actual: 100%

## V. Physical Characteristics of Waste cont.

Color: Black (Gray)

Odor (describe): Does Waste Contain Free Liquids? % Solids: pH: Flash Point:  
 Hydrocarbon (slight)  Yes  No : 98% : 4.90 : N/A °F

**Attach Laboratory Analytical Report (and/or Material Safety Data Sheet) including Chain of Custody and required parameters provided for this profile.**

## RCRA Regulatory Questions

1. Does this waste or generating process contain regulated concentrations of the following Pesticides and/ or Herbicides: Chlordane, Endrin, Heptachlor (and its epoxides), Lindane, Methoxychlor, Toxaphene, 2,4-D, or 2,4,5-TP Silvex as defined in 40 CFR 261.337  Yes  No
2. Does this waste contain reactive sulfides (greater than 500 ppm) or reactive cyanide (greater than 250 [reference 40 CFR 261.23(a)(5)])?  Yes  No
3. Does this waste contain regulated concentrations of Polychlorinated Biphenyls (PCBs) as defined in 40 CFR Part 761?  Yes  No
4. Does this waste contain concentrations of listed hazardous wastes defined in 40 CFR 261.31, 261.32, 261.33, including RCRA F-Listed Solvents?  Yes  No
5. Has this waste been delisted under 40 CFR 260.20 and 260.22? If yes, attach the final decision to delist the waste as published in the Federal Register.  Yes  No
6. Does this waste exhibit a Hazardous Characteristic as defined by Federal and/or State regulations?  Yes  No
7. Does this waste contain regulated concentrations of 2,3,7,8-Tetrachlorodibenzodioxin (2,3,7,8-TCDD), or any other dioxin as defined in 40 CFR 261.31?  Yes  No
8. Is this a regulated Medical or Infectious Waste as defined by Federal and/or State regulations?  Yes  No
9. Is this a regulated Radioactive Waste as defined by Federal and/or State regulations?  Yes  No
10. Is this a solid waste that is not a hazardous waste in accordance with 40 CFR 261.4(b)? If yes, please provide the corresponding regulatory citation.  Yes  No

## Republic Services Waste Handling Questions

1. Does this waste generate heat or react when contacted with water/moisture?  Yes  No
2. Does the waste contain sulfur or sulfur by-products?  Yes  No
3. Is this waste generated at a State or Federal Superfund cleanup site subject to regulation under CERCLA?  Yes  No
4. Is this waste from a TSD facility, TSD-like facility or consolidator (i.e. multiple wastes/multiple generators)? If yes, please provide clarification.  Yes  No

10833984-11/-4573-248C-003691108474

# Special Waste Profile



## VI. Certification

I hereby certify that I have knowledge about the waste material being offered for disposal ("Waste") and have the requisite authority to bind the Generator to the information contained in this Special Waste Profile ("Profile"). I further certify that to the best of my knowledge and belief, the information contained herein is a true, complete and accurate description of the Waste and all known or suspected hazards have been disclosed. All Analytical Results/ Safety Data Sheets submitted are truthful and complete and are representative of the Waste.

I further certify that by utilizing this Profile, neither myself nor any other employee or representative of the company identified below ("Company") will deliver for disposal or attempt to deliver for disposal any Waste that: (i) is classified as toxic waste, hazardous waste or infectious waste; (ii) that does not conform to this Profile; or (iii) that this Disposal Facility is prohibiting from accepting by law. I shall immediately give written notice of any change or condition pertaining to the Waste not provided herein. Our Company hereby agrees to fully indemnify this Disposal Facility against any damages resulting from this Profile or Certification being inaccurate or untrue.

I understand that by attaching an electronic signature, I am signing this document and Company consents to complete this transaction and receive all related communications electronically, and agrees this document will be binding as though it had been physically signed. A printout of this Profile may be accepted with the same authority as the original.

*Gene Della*  
Gene Della  
Authorised Representative Name  
(Printed)  
*OPSWUR CO. SUDGE*  
Title  
(Printed)  
*OPSWUR COUNTY, TX*  
Company Name  
Aug 2, 2024  
Date  
*Gene Della*  
Authorised Representative Signature

FILED  
TERRY ROSS  
COUNTY CLERK  
2024 AUG 15 PM 1:53  
BY *T. Ross*  
DEPUTY  
UPSHUR COUNTY, TX.

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