



# Commission Staff Report

**DATE:** May 26, 2016

**COMMISSION MEETING DATE:** June 23, 2016

**SUBJECT:** Chemical Waste Management, Inc. First Amendment Staff Report

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Ken Speer	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Geothermal	1T

<b>IMPACTED MEMBERS:</b>			
<b>All Members</b>	<input type="checkbox"/>	<b>City of Lodi</b>	<input checked="" type="checkbox"/>
<b>Alameda Municipal Power</b>	<input checked="" type="checkbox"/>	<b>City of Lompoc</b>	<input checked="" type="checkbox"/>
<b>Bay Area Rapid Transit</b>	<input type="checkbox"/>	<b>City of Palo Alto</b>	<input type="checkbox"/>
<b>City of Biggs</b>	<input checked="" type="checkbox"/>	<b>City of Redding</b>	<input type="checkbox"/>
<b>City of Gridley</b>	<input checked="" type="checkbox"/>	<b>City of Roseville</b>	<input checked="" type="checkbox"/>
<b>City of Healdsburg</b>	<input checked="" type="checkbox"/>	<b>City of Santa Clara</b>	<input checked="" type="checkbox"/>
		<b>City of Ukiah</b>	<input checked="" type="checkbox"/>
		<b>Plumas-Sierra REC</b>	<input checked="" type="checkbox"/>
		<b>Port of Oakland</b>	<input type="checkbox"/>
		<b>Truckee Donner PUD</b>	<input type="checkbox"/>
		<b>Other</b>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>
<p><i>Turlock Irrigation District</i></p> <p>_____</p> <p>_____</p>			
<p><i>Place an X in the box next to the applicable Member(s) above.</i></p>			

## **RECOMMENDATION:**

Approval of Resolution 16-XX authorizing the General Manager or his designee to enter into a First Amendment to the existing 36-month Industrial Waste Services & Disposal Agreement with Chemical Waste Management, Inc. which expires on April 26, 2018, increasing the not to exceed amount from \$150,000 to \$500,000, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at the Geothermal Facility (GEO).

## **BACKGROUND:**

A byproduct of the geothermal gas removal operation and the Stretford abatement system at the GEO is elemental Sulfur. The facility generates approximately four dumpsters per week of Sulfur. During the last 15 years or more, 95% of that Sulfur has been tested as non-hazardous and has been used in the farming industry (primarily for a soil amendment). The company that historically took the Sulfur has retired from the industry and will no longer accept Sulfur. Staff is actively pursuing other options for the Sulfur. Until other alternatives are available, the only destination in California for the Sulfur is the Kettleman Hills Waste disposal site, owned by Chemical Waste Management, Inc. The cost of disposal is approximately \$1,500 to \$2,000 per bin. In addition to the Sulfur, the Geo does produce an occasional hazardous bin of Sulfur and other byproducts from the geothermal activities that will need to go to that site as well.

On April 27, 2015, NCPA entered into a 36-month Industrial Waste Services & Disposal Agreement which included a provision that compensation paid by NCPA under the agreement shall not exceed \$150,000. The proposed First Amendment seeks to increase the not to exceed amount to \$500,000 to allow for costs of this disposal.

## **FISCAL IMPACT:**

When executed, the agreement will have a not to exceed of \$500,000 over the 36 month term. GEO will use NCPA approved budgets (505-023-000-632-044-000 Solid Hazardous Waste Disposal) as Purchase Orders are issued. The Purchase Orders will reference the terms and conditions of the agreement will be issued following NCPA Procurement policies and procedures. Cost allocation will be based on project participation percentages.

## **SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

## **ENVIRONMENTAL ANALYSIS:**

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

The recommendation was reviewed by the Facility Committee on June 1, 2016 and was *recommended for Commission approval. For Facilities Committee meetings where a quorum was not present: No formal action was taken due to the lack of a quorum, however, the Project participants present at the meeting voiced their support for the recommendation below and no other meeting attendees had any objections.*

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments: (3)

- Resolution
- First Amendment to Industrial Waste Services & Disposal Agreement
- Industrial Waste Services & Disposal Agreement with Chemical Waste Management, Inc.

## RESOLUTION 16-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT WITH CHEMICAL WASTE MANAGEMENT, INC. FOR KETTLEMAN HILLS LANDFILL

(reference Staff Report #xxx:16)

WHEREAS, the geothermal facility consists of two power plants and a steam field consisting of over 70 production and injection wells; and

WHEREAS, a byproduct of the geothermal gas removal operation and the Stretford abatement system is elemental sulfur which must be disposed of off-site; and

WHEREAS, Chemical Waste Management, Inc. at its Kettleman Hills landfill provides disposal services for industrial waste;

WHEREAS, on April 27, 2015, NCPA and Chemical Waste Management, Inc. entered into a 36-month Industrial Waste Services & Disposal Agreement for use by the geothermal facility; and

WHEREAS, NCPA seeks to amend the agreement to increase the not-to-exceed amount from \$150,000 to \$500,000 over the term; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the existing Industrial Waste Services & Disposal Agreement with Chemical Waste Management, Inc. for its Kettleman Hills landfill, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$150,000 to \$500,000 over the 36-month agreement term which expires on April 26, 2018.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____

Santa Clara  
Truckee Donner  
Ukiah  
Plumas-Sierra

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
CAROL GARCIA  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**FIRST AMENDMENT TO INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND CHEMICAL WASTE MANAGEMENT, INC. FOR  
KETTLEMAN HILLS LANDFILL**

This First Amendment ("Amendment") to the Industrial Waste Services & Disposal Agreement is entered into by and between the Northern California Power Agency ("Agency") and Chemical Waste Management, Inc. ("Company") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2016.

WHEREAS, the Parties entered into a 36-month Industrial Waste Services & Disposal Agreement dated effective April 27, 2015, (the "Agreement") for disposal of Agency's Industrial Waste at Company's Kettleman Hills landfill facility; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a not to exceed amount of \$150,000 to a not to exceed amount of \$500,000; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

NOW, THEREFORE, the Parties agree as follows:

1. Notwithstanding the compensation set forth on the current Exhibit A, a copy of which is attached hereto and made a part hereof, the Pricing reflected on Exhibit A shall be amended to state that "Compensation paid by NCPA under this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000)."
2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

CHEMICAL WASTE MANAGEMENT, INC.

\_\_\_\_\_  
RANDY S. HOWARD, General Manager

\_\_\_\_\_  
LARRY METTER, Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

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Assistant General Counsel





## INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

COMPANY: CHEMICAL WASTE MANAGEMENT CUSTOMER: Northern California Power Agency  
A WASTE MANAGEMENT COMPANY INC.

Name: Larry Metter 6/3/15  
Title: Vice President Date

Name: John Koos 4/27/2015  
Title: Compliance Manager Date

Initial Term: 36 months

Effective Date of Agreement: April 27, 2015

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

### TERMS AND CONDITIONS

**1. SERVICES PROVIDED.** The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. Solid Waste means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Hazardous Waste means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

**2. CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws,

ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

**3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL.** The initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**4. INSPECTION; REJECTION OF WASTE.** Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

**5. SPECIAL HANDLING; TITLE.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

**6. COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state



and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

**7. LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

**8. CHARGES AND PAYMENTS.** Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of invoice date. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of 2.5% per month or, if less, the maximum rate allowed by law.

**9. INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

**10. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit

changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**11. ASSIGNMENT.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

**12. ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

**13. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law. fin

**14. MISCELLANEOUS.** (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

**Agreed & Accepted**

**COMPANY**

Signed:

**CHEMICAL WASTE MANAGEMENT, INC.**

*Larry Metter*  
Authorized Signatory *Via President*

**CUSTOMER**

Signed:

*Randy S. Howard*  
Authorized Signatory  
General Manager  
Northern California Power Agency





## INDUSTRIAL WASTE &amp; DISPOSAL SERVICES AGREEMENT

EXHIBIT A

SITE: Kettleman Hills Landfill  
for use only


PROFILE

CA607930

Billing Customer Information		Job Site Contact Information		Service Location (Generator)	
Northern CA Power Agency 12000 Ridge Rd Middletown, CA 95461 John Koos Phone 707-987-4032 Fax 707-987-4039 Email john.koos@ncpa.com		Phone Fax Email		Northern CA Power Agency 12000 Ridge Rd Middletown, CA 95461 John Koos Phone 707-987-4032 Fax 707-987-4039 Email john.koos@ncpa.com	
PO Required <input type="checkbox"/> No		PO Number		N/A	
Sales Contacts					
WM TSR:	Stephanie Berggreen	WM TSR Phone:	559/834-52866	WM TSR Fax:	666/270-2742
WM Sales Rep:	B Mansfield	Sales Rep ID	322		
SERVICE INFORMATION					
Material / Volume:		Sulfur Sludge Cake / 20 Yards			
PRICING: Compensation paid by NCPA under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).					
Profile Approval Fee:		\$75.00			
Profile Recertification Fee:					
Disposal Price:		\$245.00 per Ton			
Fuel & Environmental Fee:		13%			
Taxes:		Add			
RCR Charge:		Add			
Transportation Fee:		N/A per Ton / ton minimum per load			
Demurrage:		N/A per Hour / after 1 hour loading/unloading			
Liner:		N/A Each			
Roll-off Can Delivery Fee:		N/A Load			
Rent:		N/A Day			
No Load Fee:		N/A Load			
SPECIAL FEES (WHEN APPLICABLE):					
Minimum Charge per Drum Load:		\$250.00 per Invoice	% of 55 Gal Drum Price, if not specified in price above:		
Minimum Charge for Bulk Load:		\$1,000.00 per Load	600% > 300 Gal. Toles 5x		
Rush Approval Fees:		\$250.00 Priority <48 Hours	400% 250-275 Gal. Toles 4x		
		\$500.00 Priority <24 Hours	300% Flexbins, CY Box, Super Sacks and Pallets 3x		
Manifest Correction Fee:		\$75.00 per Manifest	150% 66-110 Gal. Drums 1.5x		
Hazardous Waste Manifest:		\$10.00 Each + Shipping			
Non Hazardous Shipping Document:		\$5.00 Each + Shipping	Man Hours (1 Hour Minimum):		
Incidental Liquids in Drum Fee:		\$75.00 per Drum	Manager \$85.00 per Hour		
Incidental Liquids in Bulk Load Fee:		\$400.00 per Container	Laborer \$55.00 per Hour		
Overweight Load (>80,000 Lb) Fee:		\$100.00 Each	Clerk \$35.00 per Hour		
Rejected Load (per Manifest):		\$100.00 Each	Customer Service \$60.00 per Hour		
Reports / Document Copy Fee:		\$0.60 per Page	Per Diem \$175.00 per Night		
Unscheduled or Late Load Fee:		\$500.00 per Load	Travel Time \$55.00 per Hour		
Digout Fee:		\$250.00 per Hour			
Tonnage Report Fee:		\$10.00 per Report	Equipment:		
Washout Fee (\$250.00 Minimum):		\$0.90 per Gallon	Backhoe \$125.00 per Hour		
Drums <90% Full Fee:		\$75.00 per Drum	Truck (i.e. Roll-Off) \$90.00 per Hour		
ERS/Spill Clean Up Fee:		\$500.00 plus Time & Materials	Forklift \$80.00 per Hour		
Inverted Drum in Over Pack Fee:		\$75.00 per Drum	Pickup Truck \$60.00 per Hour		
Witness Destruction:		\$85.00 per Hour			
Special Handling Burial:		\$150.00 per Hour	Materials:		
3rd Party Analytical:		Cost + 25%	Absorbent Cost + 25%		
Mailing & Overnight Fees:		\$25.00 Each Package	Overpack (55 Gallon Poly) Cost + 25%		
Copies of Invoices:		\$25.00 Each Invoice	Overpack (55 Gallon Steel) Cost + 25%		
Records Search:		Hours @ \$30.00	Drum (55 Gallon and Less) Cost + 25%		
PCB/Asbestos Search:		Hours @ \$30.00	Trital Cost + 25%		
Contract Expiration Date: Pricing will be held for 30 days from date of quote					
Additional Information:		These prices are subject to final confirmation via the WM approval and contracting process initiated by submission of sample/analysis and/or paperwork. Terms and Conditions of Approval will be listed in WM Solutions Account under the WAM Approval Form upon final approval confirmation. The services provided by Waste Management on this Exhibit are not subject to prevailing wage or other special labor wage agreements.			
THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT BETWEEN THE PARTIES DATED: _____					
Waste Management is permitted and licensed to process the waste that has been identified in the profile referenced above.					

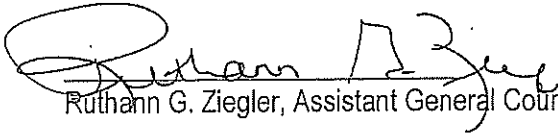
CUSTOMER  
By: John Koos  
Name: John Koos  
Title: Compliance Mgr6.2.15  
DateCOMPANY:  
By: Larry Metter  
Name: Larry Metter  
Title: Vice President6/3/15  
Date

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Ruthann G. Ziegler, Assistant General Counsel