

# Appendix A. Compliance Agreements

## 1. Example Compliance Agreement for Movement of GRG Bales From Hawaii

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE  <b>COMPLIANCE AGREEMENT</b>	According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0054. The time required to complete this information collection is estimated to average 1.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.	
1. NAME AND ADDRESS OF PERSON OR FIRM <b>Hawaiian Waste Systems, LLC</b> <b>91-165 Kalaeloa Boulevard</b> <b>Kapolei, HI 96810</b>	2. LOCATION  Kapolei, HI	
3. REGULATED ARTICLE(S) <b>Garbage and Regulated (domestic) Garbage from Honolulu, Hawaii</b>		
4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS 7 CFR 330.400, 7 CFR 318.13, 7 CFR 318.47, 7 CFR 318.30, 7 CFR 318.60, 9 CFR 94.5 ,		

5. PORTS OF COVERAGE:

**Honolulu, Hawaii Areas (Covered by) USDA OFFICES IN: Honolulu.**

6. I/We agree to the following:

### General

This Compliance Agreement (CA) on Garbage and Regulated (domestic) Garbage Handling Procedures authorizes Hawaii Waste Systems, LLC (HWS) and its authorized representatives to handle and transport Garbage and Regulated (domestic) Garbage from Honolulu, Hawaii to the Roosevelt Regional Landfill, Washington, in accordance with the provisions of the applicable Federal Quarantines and the Administrator’s approval and under the following conditions approved by the United States Department of Agriculture, Animal Plant Health Inspection Service, Plant Protection and Quarantine (USDA, APHIS, PPQ). Specifically, this Compliance Agreement applies to the baling, wrapping, and handling of Garbage and Regulated (domestic) Garbage from the city and county of Honolulu, Hawaii. The bales are to be free of all agricultural waste and wrapped according to APHIS regulations. The bales are to be transported from Honolulu by barge to Roosevelt, Washington, and then buried without breaking and spreading waste in accordance with the regulations for solid waste disposal and all applicable Federal, State, and Local ordinances. All Foreign Garbage, not of Hawaii origin, is specifically prohibited from movement under this compliance agreement.

### DEFINITIONS

Terms found in the agreement shall refer to the following:

**Agricultural waste** - Byproducts generated by the rearing of animals and the production and harvest of crops or trees. Animal waste, a large component of agricultural waste, includes (e.g.) feed waste, bedding and litter, and feedlot and paddock runoff from livestock, dairy, and other animal-related agricultural and farming practices.

**Bale** means the confined unit of Garbage and Regulated (domestic) Garbage that has been approved for transport and burial. Bales are formed meeting all APHIS requirements in 7CFR330.

**Barge** means the conveyance via ocean and the Columbia River on which the baled Garbage and Regulated (domestic) Garbage will be carried.

**Collections of agricultural waste and yard waste** refers to bulk collections/pick-up of waste which is made up of primarily agricultural waste and yard waste. All collections of agricultural and yard waste shall not be accepted.

**Commingling** means the mixing of any regulated and non-regulated materials (including incinerated ash) within the bales, at any staging or transport area.

**Company Name** – Hawaiian Waste Systems, LLC; (HWS)

**Compression** refers to the process in which the waste articles are crushed under high pressure, expelling air from, and compacting waste articles into a high density bale.

**Foreign garbage** means all materials, associated with fruits, vegetables, meats or animal products, that have been removed (in Hawaii) from any means of conveyance originating from a port outside the continental United States (including Alaska) or Canada, which has not been treated in accordance with 7 CFR part 330 for foreign pests and animal diseases. The disposal method described in this compliance agreement has not been evaluated for the risk of animal diseases.

**Garbage** is defined as urban (commercial and residential) solid waste from municipalities on any Hawaiian island.

**HWS** refers to **Hawaiian Waste Systems, LLC**, 91-165 Kalaehoa Boulevard, Kapolei, HI 96707. It is the location of the HWS Transfer Station operated by HWS

**Inspector** A properly identified employee of the USDA or other person authorized by the USDA to enforce the provisions of the Plant Protection Act and related legislation, quarantines, and regulations.

**Offloading** means to move bales from the means of conveyance to its final destination spot; the bales will not be placed on any other means of conveyance.

**Patch** is made of impermeable film made of low density polyethylene, of at least 16 micrometers thickness, that is coated on one side with a non-hardening mastic/adhesive.

The patch must be sufficient to establish an airtight seal.

**Plant pest** means any living stage of any insects, mites, nematodes, slugs, snails, protozoa, or other invertebrate animals, bacteria, fungi, other parasitic plants or reproductive parts thereof, viruses, noxious weeds, or any organisms similar to or allied with any of the foregoing, or any infectious substances which can directly or indirectly injure or cause disease or damage in any plants or parts thereof, or any processed, manufactured, or other products of plants.

**PPQ Hawaii** means the local office of the United States Department of Agriculture, Animal Plant Health Inspection Service, Plant Protection and Quarantine (USDA, APHIS, PPQ), Port of Honolulu located at 3375 Koapaka Street, Honolulu, HI 96819, phone number, (808) 861-8446 and fax, (808) 861-8450.

**PPQ Washington** means an office of the USDA, APHIS, PPQ in Washington State; located at 222 N. Habana Street, Spokane, WA 99202, phone number, (509)353-2950 and fax, (509)353-2637.

**Puncture** - any hole which is found in the plastic of the bale which goes through all four layers of the wrapping.

**Regulated Garbage** refers to waste articles generated in Hawaii that are restricted from movement to the continental U.S. under various quarantine regulations established to prevent the spread of plant pests (including insects, disease, and weeds) into areas where the pests are not prevalent.

**Roosevelt Regional Landfill** refers to the landfill site located at 500 Roosevelt Grade Road, Roosevelt, Washington.

**Rupture** refers to a rupture or tear in the wrapping film where an observer or inspector is able to see Garbage and Regulated (domestic) Garbage that is no longer covered by film.

**Shredding** refers to the process used to reduce bulky articles into scraps.

**Soil** means the loose surface material of the earth in which plants grow, in most cases consisting of disintegrated rock with an admixture of organic material and soluble salts.

**Staging Area** refers to the defined area where bales with apparent air tight seals are held and monitored to ensure air tight integrity. The Staging Area is located at Barber's Point, Pier 5 at Barber's Point Deep Water Harbor located in Campbell Industrial Park, Kapolei, HI. Barber's Point shall be the site of the secondary Wrapping Area, the Storage Area, the Transport Area and the barge loading site (unless APHIS-approved alternative site is designated). Attached hereto is a site map illustrating the location of Barber's Point and the operational sites as described herein.

**Tear** - any rupture found in the plastic of the bales which goes through all four layers of

wrapping.

**Transloading** means the movement of regulated articles from one means of conveyance to any other means of conveyance.

**Transport Area** refers to the location where bales approved for movement onto the barge are positioned for loading. The transport area is located at Barber's Point, Pier 5 at Barber's Point Deep Water Harbor located in Campbell Industrial Park, Kapolei, HI.

**Washington compliance agreement** refers to the agreement between PPQ Washington and Hawaiian Waste Systems, LLC, 1011 SW Klickitat Way #C-109, Seattle, WA 98134.

**Wrapping** - The wrapping material shall be an impermeable film made of low density polyethylene, of at least 16 micrometers thickness, that is coated on one side with a non-hardening mastic/adhesive. Bales are mechanically wrapped to achieve an air tight seals.

**Wrapping Area** refers to the station where the bale wrapping machinery is located. The wrapping equipment should be located at each point where bales are handled. The two wrapping areas identified for this compliance agreement are: The initial wrapping area shall be located at HWS Transfer Station at 91-165 Kalaeloa Blvd., Kapolei, Oahu; and a wrapping area will be located at Barber's Point, Pier 5 at Barber's Point Deep Water Harbor located in Campbell Industrial Park, Kapolei, HI. The HWS Transfer Station is located approximately [2.5] miles from the Barber's Point Pier facility. Attached hereto is a map showing the relative locations of the two facilities and the proposed trucking route.

**Yard waste** – Solid waste composed predominantly of grass clippings, leaves, twigs, branches, and other garden refuse.

### **Collection of Garbage and Regulated (domestic) Garbage for transport**

Garbage and Regulated (domestic) Garbage collected by refuse trucks shall be delivered to the HWS facility at HWS Transfer Station at 91-165 Kalaeloa Blvd., Kapolei, HI 96707. Trucks of agricultural waste and yard waste shall not be accepted. Waste materials, containers, and bins associated with Foreign Garbage are strictly prohibited and shall not be accepted. The ground surface of the all areas for handling the Garbage and Regulated (domestic) Garbage should be level, solid, and impervious surface of asphalt or cement.

The risk assessments for the movement of Garbage and Regulated (Domestic) Garbage were conducted based on the specific details provided by HWS. These details included the exclusion of incinerator ash and the removal of all hazardous and liquid waste prior to baling. HWS will notify PPQ if the company plans change to include such materials so that the proper risk assessments can be conducted.

### **Preparation and Baling of Garbage and Regulated (domestic) Garbage for transport**

The following is a description of the Garbage and Regulated (domestic) Garbage waste handling and processing steps:

The waste transfer station will receive only household and commercial waste acceptable for disposal at Roosevelt Regional Landfill. Collection trucks will deliver waste picked up from existing collection routes. After waste is tipped onto the tipping floor it will be inspected for unacceptable waste including yard waste, (other than incidental amounts not to exceed 3% of the total waste stream pursuant to 7 CFR Part 330), agricultural waste, industrial waste, infectious waste, loads predominantly of construction and demolition waste and regulated hazardous waste. Any segregated unacceptable waste will be separated for further processing. Loads consisting predominately of construction and demolition (C&D) waste will be transferred to a C&D handling facility. Other waste will be drummed or otherwise contained and arrangements made for its proper transportation and disposal. Notwithstanding the foregoing, it is acknowledged and agreed that follow-up inspection of the route that was the source of the unacceptable waste will be conducted to try to locate the source and correct the waste handling process that allowed unacceptable waste to be collected.

Each load of waste received at the facility will be weighed and the date, time, company, driver name, truck number (i.e., company fleet number), weight (loaded), weight (empty), and origin of load, will be recorded. Records will be kept for a minimum of three years.

Step-by-step waste receiving and processing description is as follows:

1. Waste is delivered by collection truck to the HWS Transfer Station. The truck is weighed and then proceeds to the baling facility where it tips its waste onto the tipping floor. The collection truck is weighed again as it exits the site and continues on its collection routes. A weigh ticket is generated and kept on file.
2. A loader operator inspects the waste and segregates any non-household or non-commercial waste. Household and commercial waste is pushed onto the in-feed conveyor by the loader. Segregated waste is set aside and handled separately as described previously.
3. Garbage and Regulated (domestic) Garbage moves along the conveyor to the intake feed of the baler. The baler operator introduces waste into the baler where it is compressed using a compactor that produces bale densities of approximately 1000 kg per cubic meter for the most waste materials. The same force compaction will be used regardless of the material in the processing line. Companies will provide documentation of the equipment used and compactor specifications. The baler operator monitors the baler operation and replaces baling wire or strapping and makes other adjustments as needed.
4. The compacted bale moves from the baler via conveyor belt to the plastic wrapper. The plastic wrapper automatically wraps the bale with a minimum of 4 layers of pre-stretched, mastic-backed polyethylene plastic, of at least 16 micrometers thickness, and extrudes it onto a roller conveyor. The baler operator or loader operator will inspect each bale for integrity of the plastic wrap. Any bale with unsatisfactory wrapping will be re-sent through the wrapper.
5. The wrapped bale moves down the roller conveyor and is removed by a loader with a special attachment that picks up the bale by squeezing it between two hydraulically

- operated smooth faced arms, or another piece of equipment designed to handle the bales without tearing or damaging them in any way. The smooth faced arms prevent damage to the plastic wrap.
6. The loader moves the bale onto the bale storage area - which has a solid, impervious (concrete or asphalt) surface that is kept free of soil or other contaminants -- or directly onto a flat bed truck, if one is available. The loader then returns to pick up another bale from the roller conveyor.
  7. Bales that are placed onto the bale storage area will be loaded onto flat bed trucks as they become available.
  8. Flat bed trucks will haul the bale to Barber's Point where they will be unloaded and stacked in the Staging Area. The same type of loader attachment (or equivalent equipment) will be used for unloading to prevent damage to the plastic wrap. The loader operator will inspect each bale for damage to the plastic wrap. If damage is found it will be returned to a wrapping area for rewrapping.
  9. Bales cannot be loaded onto the barge until they have been staged for at least five days. After five days, the bales are considered ready for transport and the area will be designated the Transport Area. HWS will maintain a clear separation between those bales ready for transport and those bales in the staging process.
  10. Bales at the Barbers Point Harbor facility will be stored until a barge is ready to be loaded. Barge loading will occur approximately monthly. When a barge is ready for loading, the bales in the Transport Area will be transferred onto the barge, again using squeeze-arm hydraulic equipment or other comparable, appropriate lifting equipment to prevent damage to the plastic wrap. The loading supervisor will inspect each bale once the bale is loaded onto the barge. Any damaged bale will be returned to the Transfer Station for rewrapping and restaging or be rewrapped and restaged on site at Barber's Point.
  11. When the barge is fully loaded it will proceed to its destination at the Roosevelt Regional Landfill in Washington State.

The compression settings on the baler shall be 1,000 kg per per cubic meter or more.

Records indicating the size and weight of each bale shall be maintained.

Garbage and Regulated (domestic) Garbage which has fallen apart from an unwrapped compressed bale, or has been otherwise improperly compressed, shall be set aside for a subsequent compression cycle.

The unwrapped, compressed bales shall be bound with plastic or metal clamps, netting, or strapping devices to retain its shape.

Compressed bales that do not hold together shall be rejected and set aside for a subsequent compression cycle. Records of re-compressed bales shall be maintained by HWS and available for monitoring by PPQ.

Each compressed bale will be wrapped by HWS using a process approved by USDA, APHIS.

The wrapping process will follow the compliance agreement guidelines as outlined below:

The compressed bale shall be physically isolated by an air tight barrier. The air tight barrier shall be built with multiple layers of highly tensile, impermeable film (made of low density polyethylene wrap, of at least 16 micrometers thickness, coated on one side with a non-hardening mastic/adhesive), covering all surfaces of the bale, and completely isolating the internal contents.

To ensure a strong air tight barrier, a minimum four layers of wrap shall be used to isolate each bale.

Machinery that repeatedly achieves the criteria required shall be used.

Machinery used for wrapping shall be programmed to dispense a standard amount (length) of polyethylene wrap, in each wrap cycle. The length of the wrap programmed into each cycle, shall be in excess of the amount needed to provide four layers of wrap around a bale of maximum handling size and meet the wrapping specifications as listed in the definitions of this compliance agreement.

HWS will examine each wrapped bale to ensure the air tight integrity and proper wrapping. Any bales that are punctured, ruptured, or torn will be re-wrapped by HWS.

HWS will ensure that all wrapped bales will not contact surfaces contaminated by Garbage and Regulated (domestic) Garbage or soil. Any bales which come in contact with contaminated surfaces will be either re-wrapped or cleaned, and removed of any outside debris.

### **Maintaining records of bales produced**

HWS must maintain a log which records bale identification, date of baling, inspections done, any remedial measures (e.g., patches, rewrapping). A manifest for each bale produced shall be maintained by HWS for statistical and tracking purposes. Information recorded shall include:

Bale identification number

Date wrapped

Weight of bale

Size of bale

Records of ruptures, punctures or tears to include the date, name of inspecting personnel, action taken and names of personnel completing action

Dates of entry into the staging, transport, and barge controlled areas and the name of personnel responsible for inspecting and authorizing movement of the bale into

those areas

Barge information (name and voyage #)

Date of departure (Honolulu)

Date of arrival (Washington)

Inspection reports of the condition of the bale upon arrival its arrival at the Roosevelt Regional Landfill in WA and any subsequent patching or re-wrapping required.

The records must be maintained and be available upon request by USDA-APHIS-PPQ. To ensure compliance, PPQ officers will be permitted access to the firm's premises and relevant records without prior appointment. Records will be kept for a minimum of 3 years from the date the bale is shipped to the continental U.S.

### **Marking and Identification of Bales**

The bales must be permanently marked with the words "REGULATED GARBAGE," printed in a contrasting color to the wrap. The size of the letters shall be 3 inches in height and easily visible and legible.

Manifest and tracking identification numbers required on each bale include the Bale Identification Number, the Date Wrapped, and the Date Placed in Staging Area. These marking must be in a contrasting color to both the wrap and the words "REGULATED GARBAGE."

Markings on all bales must be viewable without moving the bales or climbing on top bales by the USDA APHIS PPQ inspector and/or designated cooperators. If markings are not viewable as stated above, a HWS operator will need to move the bales for viewing.

### **Movement to the Designated Staging Area**

Bales approved for movement to the staging area shall be trucked by HWS or its authorized representative to the designated Staging Area.

Bales shall be moved using machinery best designed for holding, lifting and supporting its load with minimum or no breakage.

Bales shall be inspected upon placement onto the truck. Trained HWS personnel shall ensure that punctured, ruptured, or torn bales and bales that are externally contaminated by garbage or soil are not forwarded.

Bales that are punctured, ruptured, or torn while being loaded onto the truck shall be removed from the truck and re-wrapped. The date of re-wrapping shall be indicated in the bale manifest as specified under “Marking and Identification of Bales.”

Bales that have been rewrapped shall be returned to the staging area for a minimum of 5 days. The date of placement in the Staging Area shall be indicated on the bale manifest.

### **Staging Area Operation Requirements**

A wrapping machine which meets all approved wrapping technology shall be located at the HWS Transfer Station within [2.5] miles of Barber’s Point. If wrapping machinery is located at the Staging area, HWS will ensure that the wrapping machinery located at the Staging Area shall be programmed to dispense a standard amount (length) of polyethylene wrap in each cycle. The length of the wrap programmed into each cycle shall be in excess of the amount needed to provide four layers of wrap around a bale of maximum handling size.

HWS will ensure that the Staging Area be kept clean and free of loose garbage and soil. The Staging Area shall be clearly marked and physically separated from the Transport Area. Operational procedures pertinent to the Staging and Transport areas shall be posted in a location visible to all HWS personnel and authorized representatives.

HWS shall develop and enforce plans for pest exclusion and eradication programs to control pests that may be attracted to the bales in the staging and loading area (i.e. rodents, birds, mollusks, etc.) These plans shall be submitted for approval by USDA, APHIS, PPQ in Honolulu, Hawaii.

### **Movement into the Staging Area**

Bales with air tight integrity shall be forwarded to the staging area. The date of placement into the staging area shall be indicated in the bale manifest.

The bales shall be off loaded from the truck using machinery best designed for holding, lifting and supporting its load with minimum or no breakage.

Bales shall be inspected for punctures, ruptures and tears and external contaminants (i.e. garbage, soil or mollusks). Records of dates and identification of the personnel responsible for the inspection shall be indicated in the bale manifest.

Bales shall be grouped together by their projected lapse date in the staging area. Physical separations shall be used to differentiate these groups and signage indicating such separation shall be posted in a position visible to all personnel.

Bales shall be retained in the staging area for a minimum of 5 days.

Bales that have been punctured, ruptured, or torn enroute to the (staging area) site shall be

marked with colored tape and set aside for re-wrapping and returned to a wrapping area. The date of re-wrapping shall be indicated in the bale manifest and on the outside of the bale as indicated in the “Marking and Identification” section of this agreement.

Bales that have been rewrapped shall be returned to the staging area for a minimum of 5 days. The date of placement in the Staging Area shall be indicated on the bale manifest.

After the minimum 5 day hold, bales shall be inspected for punctures, ruptures and tears and external contaminants. Date and identification of personnel responsible for inspection shall be indicated in the bale manifest.

### **Transport Area Operation Requirements**

HSW will ensure that the Transport Area be kept clean and free of loose Garbage and Regulated (domestic) Garbage and soil. The Transport Area shall be clearly marked and physically separated from the Staging Area. Operational procedures pertinent to the Staging and Transport areas shall be posted in a location visible to all HWS personnel and authorized representatives.

HSW shall develop and enforce plans for pest exclusion and eradication programs to control pests that may be attracted to the bales in the staging and loading area (i.e. rodents, birds, mollusks, etc.) These plans shall be submitted for approval by USDA, APHIS, PPQ in Honolulu, Hawaii.

### **Movement into the Transport Area**

Bales with air tight integrity are allowed movement to the designated transport area. Date and identification of personnel responsible for authorization of the movement shall be indicated in the bale manifest.

Any movement of bales shall be forwarded with machinery best designed for holding, lifting and supporting its load with minimum or no breakage.

Bales moved to the transport area, shall be inspected for punctures, ruptures, and tears upon placement. Date of placement in the transport area and the identification of the personnel responsible for the inspection shall be indicated in the bale manifest.

HWS will manage the placement of bales, such that the handling of bales will be minimized. HWS will track bales placement and date, such that all bales completing the 5-day staging requirement prior to a scheduled barge loading are maintained in a readily identified area. These bales shall be separated from bales that will not meet the 5-day staging requirement by the scheduled barge loading date. In this manner, the bales are not physically moved from the Staging Area to the Transport Area, but rather the bales achieving the minimum 5-day staging criteria are then designated to be within the Transport Area. The date of designation and the person authorizing the designation shall be indicated in the bale manifest

For example, if the barge is scheduled for loading beginning on August 1<sup>st</sup>, then only those bales

staged on or before July 26<sup>th</sup> will be eligible for loading. HWS will maintain physically separate areas for those bales stacked on or before July 26<sup>th</sup> from those stacked on July 27<sup>th</sup> or after. The bales in the area stacked on or before July 26<sup>th</sup> will have transitioned into the Transport Area and are eligible for loading onto the barge. The bales stacked on July 27<sup>th</sup> or after will be eligible for loading onto the next barge arriving in approximately one month.

Bales found punctured, ruptured, or torn shall be immediately marked with colored tape and removed from the transport area for rewrapping.

Bales with contaminants on the outside of the bale (e.g. soil, debris, pests, etc) shall be immediately cleaned or removed from the transport area.

Re-wrapped bales shall be moved back into the staging area for a minimum 5 day holding period. The date of re-wrapping and placement into the Staging area shall be indicated in the bale manifest and on the outside of the bale as indicated in the “Marking and Identification” section of this agreement.

Bales held for more than 75 days shall be re-wrapped. The date of re-wrapping and placement into the Staging area shall be indicated in the bale manifest and on the outside of the bale as indicated in the “Markings and Identification” section of this agreement.

Bales in the transport area which have met the requirements for the transport to the mainland are authorized for movement onto the barge and shall be forwarded by machinery best designed for holding, lifting and supporting its load with minimum or no breakage.

The bales must be permanently marked as specified in the “Markings and Identification” section on this agreement.

Markings on all bales must be viewable without moving the bales or climbing on top bales by the USDA APHIS PPQ inspector and/or designated cooperators. If markings are not viewable as stated above, a HWS operator will need to move the bales for viewing.

### **Movement onto the Barge**

HWS personnel or their authorized representative shall conduct a full inspection of each bale upon placement onto the barge. Bales shall be inspected for any punctures, ruptures, or tears and external contaminants (i.e. soil, garbage, mollusks) upon placement onto the barge. The date and identification of the personnel responsible for the inspection and authorization for forward movement shall be indicated in the bale manifest.

Barge information (Name and Voyage no.) and Date of departure from Honolulu shall be indicated on the bale manifest.

Any bale found punctured, ruptured, or torn before the barge leaves the port shall be immediately marked with colored tape and removed from the barge for re-wrapping. Re-wrapped bales shall be moved back into the staging area for a minimum 5 day holding period.

The date of re-wrapping and placement into the Staging area shall be indicated in the bale manifest and on the outside of the bale as indicated in the “Marking and Identification” section of this agreement.

Any other material (regulated or non-regulated, such as non-rolling equipment, empty containers, and non-regulated recyclables) placed on the same barge as the bales of Garbage and Regulated (domestic) Garbage must be secured to the barge in such a manner that they will not move or come in contact with the wrapped bales. Any other material placed on the same barge must be separated from the bales of Garbage and Regulated (domestic) Garbage approved for movement under this compliance agreement and must be easily distinguishable from the bales of Garbage and Regulated (domestic) Garbage approved for movement under this compliance agreement.

### **CLEANUP PROCEDURES FOR GARBAGE AND REGULATED (DOMESTIC) GARBAGE SPILLS AND EQUIPMENT**

HWS must provide personnel and appropriate measures to control the Garbage and Regulated (domestic) Garbage in the event of a spill or other emergency. HWS will follow the clean-up protocols specified for spills as outlined in Appendix 1 of this compliance agreement. Any changes to these protocols must be reviewed and approved by USDA, APHIS, PPQ, and all appropriate Federal, State and Local regulations.

A contingency plan should be in place to handle any spills or breakage during any part of the voyage, transloading, offloading, and/or transportation of the bales. All company employees, designees, drivers, and handlers of the baled Garbage and Regulated (domestic) Garbage shall be informed of the contingency plan.

**APPENDIX 1 clean up protocols will be followed. APPENDIX 1 is attached to this document.**

If spillage occurs during transport, USDA, APHIS, PPQ must be notified immediately. See list of contact numbers provided below:

#### **Contact Numbers**

Compliance Officer	Honolulu, HI 808-861-8446
Supervisory Compliance Officer	Honolulu, HI 808-861-8465

For after hour, seven days a week Operations Desk	Honolulu, HI 808-861-8490
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#### **PPQ CLEARANCE IN HONOLULU**

USDA, APHIS, PPQ in Honolulu, Hawaii shall be notified by facsimile 48 hours in advance of

the departure date for each shipment of baled Garbage and Regulated (domestic) Garbage destined to Washington. The notification shall include:

Barge name and Voyage no.

Date of departure from Honolulu

First U.S. mainland port of entry

Estimated date of arrival at the first U.S. mainland port of entry

Name and phone number of the contact personnel responsible for the shipment.

A list of the identification numbers for all bales included in the shipment.

HWS personnel are responsible for notifying PPQ by facsimile 48 hours in advance of the barge departure. PPQ may schedule or conduct a compliance inspection prior to departure of the barge.

Movement of the bales of Garbage and Regulated (domestic) Garbage is authorized only to the state of Washington through the Roosevelt Seaport. The tug/barge shall not be diverted to any other seaport.

Bales must remain on the same barge from the port of Honolulu to the authorized port. Transloading to any other barge or means of conveyance prior to arrival at the authorized U.S. mainland port of entry is prohibited.

Before leaving Hawaii, all bales must be well secured on the barge and within the railing to prevent falling during the voyage.

## **TRAINING**

HWS shall present a training program to employees before they are permitted to handle and transport or supervise the handling and transport of Garbage and Regulated (domestic) Garbage. This training program should be at least one (1) hour in duration. Previously trained employees shall be provided review training annually. A record of employees and their training dates shall be maintained and available for PPQ review.

The training package must be approved by the local PPQ officer in charge, and may include both formal classroom training and on-the-job training. It must contain the following topics:

Procedures for maintaining control of Garbage and Regulated (domestic) Garbage

Define "Garbage" and "Regulated (domestic) Garbage" and "Foreign Garbage"

Explain the regulation and its purpose.

Explain the compliance agreement and its purpose.

Include film, slides, or other training aids on Hawaiian soil, plant diseases and pests

Specifically outline, by demonstration, illustration, or picture, proper regulated garbage handling procedures and transport

Explain the manifesting process

Be presented in English and other appropriate languages.

Procedures for reporting and data; procedures and reporting results of inspection of bales

Procedures for cleaning and disinfecting contaminated equipment and areas.

Records of training administered to employees shall be made available to PPQ personnel upon request.

### **RECORDS AND MONITORING (INSPECTIONS)**

HWS must maintain a log which records all information as specified in the “Maintaining records of bales produced” section of this compliance agreement. This includes bale identification, date of baling, inspections completed and any remedial measures performed (e.g., patches, rewrapping).

These records must be kept for a minimum of 3 years from the date that the bale was shipped to the continental U.S.

To ensure compliance, USDA, APHIS, PPQ personnel shall be allowed to monitor operations during normal business hours without prior notification. HWS shall ensure a safe location is available for the inspector to conduct all aspects of the inspection. Safe viewing areas will be established as approved by PPQ Hawaii. This may be a stanchioned area near, but not directly in the path of the barge loading operators. The handling equipment shall allow tilting of the bale or offer some other method of inspection for the bottom of the bale without requiring the PPQ inspector to stand underneath or within the drop line of a machine-held bale.

Inspectors shall be allowed to safely view any unwrapped bales at the time of inspection.

The compression process and the scale station and readouts shall be visible to the inspector from a safe location.

The wrapping procedure and wrapping readouts showing calibration shall be visible to the inspector from a safe location.

Records of all bales shall be maintained and made available to inspectors during business hours.

### **ENVIRONMENTAL PROTECTION AND OTHER REGULATORY AGENCIES**

By signing this agreement, the signer certifies that his/her facility has met or will meet the requirements of all applicable environmental and any other applicable regulatory authorities in addition to the Garbage and Regulated (domestic) Garbage handling regulated by the Animal and Plant Health Inspection Service.

### **ENDANGERED SPECIES ACT COMPLIANCE**

For the barging of Garbage and Regulated (domestic) Garbage bales from Honolulu, Hawaii to the continental United States (mouth of the Columbia River), the following protection measures will be adhered to for the Steller sea-lion and Humpback whale. This is required for compliance with the Endangered Species Act:

#### **Steller sea-lion**

No barge will approach within 3 nautical miles of the steller sea lion rookeries in Oregon (Rogue Reef: Pyramid Rock and Orford Reef: Long Brown Rock and Seal Rock) and California (Ano Nuevo I., Southeast Farallon I., Sugarloaf I. and Cape Mendocino).

#### **Humpback whale**

Within 200 nautical miles of the Hawaiian Islands, the barge will not approach or cause an object to approach within 100 yards of any humpback whale and the speed of the vessel will not exceed 13 knots.

### **NOTIFICATION**

PPQ shall be notified within 7 days of any change in business status, business operations, telephone number, business address, management, ownership or business dissolution.

### **COMPLIANCE**

This compliance agreement is only valid in conjunction with a valid Washington compliance agreement issued to HWS, for handling Garbage and Regulated (domestic) Garbage from Hawaii destined to the Roosevelt Regional Landfill.

This compliance agreement is nontransferable. If the person identified in section 7 of PPQ Form 519 leaves their present employer, HWS or position, then he/she must notify the local PPQ office immediately. This agreement will then be terminated.

If Garbage and Regulated (domestic) Garbage is handled by other personnel within the HWS, those persons must be under the permittee's supervision and must be aware of and able to adhere to all stipulations in this agreement.

This compliance agreement may be amended as necessary by USDA, APHIS, PPQ. HWS will be notified of all amendments.

**NOTE:** “Any person who knowingly violates the Plant Protection Act (PPA) (7 U.S.C. §§ 7701 et. Seq.) And/or the Animal Health Protection Act (AHPA) (7 U.S.C. §§ 8301 et. Seq.) may be criminally prosecuted and found guilty of a misdemeanor which can result in penalties, and one year prison term, or both. Additionally, any person violating the PPA and/or the AHPA may be assessed civil penalties of up to \$250,000 per violation or twice the gross gain or gross loss for any violation that results in the person deriving pecuniary gain or causing pecuniary loss to another, whichever is greater.”

**WITHDRAWAL OF COMPLIANCE AGREEMENT**

This compliance agreement may be canceled, by a PPQ Officer orally or in writing, if such officer determines that the holder thereof has not complied with any of the conditions stated in this compliance agreement. If the cancellation is oral, the cancellation and the reasons for the cancellation will be confirmed in writing as promptly as circumstances allow. Any person whose compliance agreement has been canceled may appeal the decision in writing to USDA- APHIS- PPQ within ten (10) days after receiving the written notification of the withdrawal. The appeal must be directed to the State Plant Health Director of Hawaii. The appeal must state all of the facts and reasons upon which the person relies to show that the compliance agreement was wrongfully canceled. USDA-APHIS-PPQ shall grant or deny the appeal, in writing, stating the reasons for such decision, as promptly as circumstances allow. If there is a conflict as to any material fact, a hearing shall be held to resolve such conflict. Rules of practice concerning such a hearing will be adopted by USDA-APHIS-PPQ.

**Agreement**

By signing this agreement, the primary holder of Hawaiian Waste Systems, LLC agrees to maintain the scope and intention of this compliance agreement. The signature further certifies that the listed business has met or will meet the requirements of all other applicable environmental authorities prior to the processing of any USDA regulated garbage.

This agreement may be immediately canceled or revoked for noncompliance.

I have read and understand the conditions of this compliance agreement.

6. Signature	7. Title	8. Date Signed
The affixing of the signatures below will validate this agreement, which shall remain in effect until canceled, but may be revised as necessary or revoked for noncompliance.		
10. Date of Agreement	11. Agreement Number	
PPQ OFFICIAL (Name and Title)	ADDRESS	

Signature	
-----------	--

PPQ FORM 519  
(FEB 2002)

## COMPLIANCE AGREEMENT

### APPENDIX 1 - Spill Response Plan for Hawaiian Waste Systems, LLC

#### HWS Emergency Response Planning

HWS shall, either directly or through its contracted service providers, at all times have emergency response procedures in place at all times while shipment of baled, wrapped Hawaiian waste is occurring.

HWS has contracted with Brusco Tug and Barge (Brusco) for the transport of baled and wrapped MSW from Oahu to the Roosevelt Intermodal Facility. As a marine carrier with over 35 years of tug and barge experience throughout the West coast and Hawaii, Brusco has longstanding internal response plans in place and in addition, Brusco is and shall remain under contract with MSRC Corporation and the Cowlitz County Clean Sweep. A copy of the MSRC contract is attached.

HWS has contracted with Regional Disposal Company (RDC, a wholly owned subsidiary of Allied Waste, Inc.) for the handling, transportation and disposal of the bales, such contract commencing at the Roosevelt Intermodal and includes acceptance of the bales on RDC trucks, transport of the bales to the Landfill, offloading of the bales at the Landfill and disposal of the bales at the Landfill. RDC, with over fifteen years of operational experience and over 30 million tons disposed of to date, has long standing emergency response plans (ERPs) in place. A copy of the standard form RDC ERP, amended to address the specifics of baled Hawaiian waste handling, is attached.

In brief, spills will be addressed as follows:

- **On Oahu**: If a bale ruptures or there is a spill in transit to the barge facility or in loading, such bale and any loose waste shall be loaded into a roll-off container and returned to the Campbell park baling/wrapping facility for re-processing. Any affected spillage site shall be cleaned so as to restore the affected site to its pre-spill state.
- **In marine transit**: If a bale is dislodged from the barge, Brusco shall report such incident as promptly as practicable and using either Brusco equipment (available for mobilization from its Longview facilities) or contracted equipment shall locate and retrieve such bale as practicable using a crane or other appropriate equipment. If a bale is ruptured as a result of being dislodged from the barge or being recovered, 6-mil hazardous waste bags will be available on the barge, which will be used to contain the ruptured bale in a manner similar to the “burrito” style burst bale protocol as described in the Compliance Agreement. The sealed bag will be delivered to the Roosevelt dock for offloading, transport to and disposal in the Landfill.
- **In Klickitat County**: Any bales that significantly rupture or are ‘spilled’ during off-loading shall be handled in accordance with the burst bale protocol provided for in the Compliance Agreement. In transit from the Roosevelt Intermodal to the Landfill, any spill shall be handled in accordance with RDC’s existing spill protocols – which entail a prompt

## **COMPLIANCE AGREEMENT**

response, clean up of the affected area, and burial of the spilled material in the Landfill. Such spill response is laid out in greater detail in the attached RDC ERP.

### **WASTE SPILL PROTOCOL ON LAND**

#### **REGIONAL DISPOSAL COMPANY (RDC)**

#### **EMERGENCY RESPONSE PLAN (ERP)**

#### **TRANSPORT OF BALED AND WRAPPED HAWAIIAN MUNICIPAL SOLID WASTE FROM THE ROOSEVELT DOCK TO ROOSEVELT LANDFILL**

Prepared by

Regional Disposal Company (RDC)

June 2006

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### **FOR 24-HOUR EMERGENCY RESPONSE CALL**

**Primary Number: (800) 275-5641**  
**or**  
**Secondary Number: (206) 332-7700**

## **COMPLIANCE AGREEMENT**

### **1.0 INTRODUCTION AND PURPOSE**

The purpose of the Emergency Response Plan (ERP) is to outline emergency response procedures and establish a notification schedule for responding to emergencies involving the handling, transport, and disposal of Baled and Wrapped Municipal Solid Waste from Hawaii (“Hawaiian Waste”) by the Regional Disposal Company (RDC). The primary facilities for handling, transport, and disposal of waste include the dock facility at the Roosevelt Intermodal (“Dock”) and the Roosevelt Regional Landfill. RDC will transport the waste from the Dock to the Roosevelt Regional Landfill.

#### **1.1 Emergency Response Team (ERTeam) Scope**

The RDC Emergency Response Team (the ERTeam) will respond to any emergency involving Hawaiian Waste from Hawaii, once offloaded from marine-based equipment, during its transport to and disposal at the Roosevelt Regional Landfill.

#### **1.2 Objective**

RDC will maintain a team of emergency response personnel, under the direction of an Emergency Response Coordinator (the ERCoordinator) and Emergency Response Leader (ERLeader), trained and equipped to respond to any emergency involving Hawaiian Waste en route from the Dock to the Roosevelt Regional Landfill.

### **2.0 EMERGENCY RESPONSE PROCEDURES AND NOTIFICATION SCHEDULE**

This section discusses the following: ERTeam duties and responsibilities; emergency response notification procedures; the Emergency Response Plan (ERP); transportation procedures; public relations; and post-emergency procedures.

#### **2.1 ERTeam Duties And Responsibilities**

The ERTeam includes an ERCoordinator, ERLeader, and ERTeam Members. In an emergency, the ERCoordinator will be located at the Roosevelt Regional Landfill site office, and the ERLeader will assemble the ERTeam Members and accompany them to the scene of the emergency, if an off-site response is necessary. Duties and responsibilities of the ERCoordinator, ERLeader and ERTeam

## COMPLIANCE AGREEMENT

Members are described in this section.

### 2.1.1 ERCoordinator

#### Preparedness

- Maintain written, detailed, up-to-date emergency response procedures
- Be experienced and knowledgeable in emergency response procedures, and on-call and available on a 24-hour basis
- Be thoroughly acquainted with the properties and general characteristics of RDC's primary transport and disposal system for Hawaiian Waste
- Maintain list of locations and contacts for outside resources
- Keep record of training received by each ERTeam Member
- Be prepared to respond to questions from the news media about emergency situations, if necessary
- Serve as ERLeader, if necessary

#### Response

- Coordinate response planning with ERLeader
- Arrange transportation for ERTeam to scene of emergency
- Communicate with caller to give additional advice and notify that ERTeam is responding
- Contact regulatory agencies, as necessary
- Maintain frequent communication with ERTeam at scene
- Arrange for additional personnel and supplies at the scene, if necessary
- Update RDC contacts regularly on status of emergency
- Arrange for relief ERTeam Members, as needed

### 2.1.2 ERLeader

#### Preparedness

- Maintain emergency equipment in operable condition at all times
- Ensure availability of sufficient number of ERTeam Members
- Be experienced and knowledgeable in emergency response procedures, and on-call and available on a 24-hour basis
- Participate in exercises at least annually to demonstrate emergency preparedness
- Evaluate and update equipment at least yearly
- Serve as ERCoordinator, if necessary

## **COMPLIANCE AGREEMENT**

### **Response**

- Coordinate assembly of ERTeam Members and equipment
- Maintain contact with person or official in charge at scene
- Consult and work under the direction of the person in charge at scene
- Direct ERTeam in on-site activities
- Communicate frequently with ERCoordinator for advice and, if necessary, assistance in obtaining additional equipment
- Monitor the health and safety of ERTeam Members
- Ensure equipment is cleaned and stored after emergency
- Complete post-emergency critique and Emergency Response Report

### **2.1.3 ERTeam Members**

#### **Preparedness**

- Train and practice on emergency response equipment
- Serve as ERLeader, if necessary

#### **Response**

- Work under direction of ERLeader at scene
- Work in a safe, efficient manner
- Ask for help from ERLeader, if necessary

## **2.2 Emergency Response Notification**

Because RDC's handling of Hawaiian Waste will commence after offloading from marine-based equipment, such handling will occur almost exclusively on RDC-controlled property. The exception to this will be transportation on Roosevelt Grade Road and the crossing of WA SR14. The ERTeam will likely receive notification of an emergency from RDC personnel, but may receive notification of an emergency, generally by telephone, from several sources including outside customers or facilities, government agencies, or other interested parties. The person receiving the call (the Contact), who may or may not be a member of the ERTeam, will get as much information as possible from the caller, using the Call Report (contained in Appendix 3.1) to record the information. The Contact will transfer the information to the ERCoordinator, or ERTeam Member on-call (see Figure 1), which will initiate the ERTeam Emergency Response Plan (ERP).

## COMPLIANCE AGREEMENT

### 2.3 Emergency Response Plan

Upon receiving a call from the Contact regarding an emergency call received, the ERCoordinator will determine the type of response that is necessary.

#### 2.3.1 Criteria and Circumstances for Implementing ERP

Based on an immediate initial assessment, the ERCoordinator will use his or her best judgment to determine when to initiate the ERP. An emergency poses a threat requiring implementation of the ERP if the emergency has the potential to:

- Expose Hawaiian Waste to the environment and thus quarantine risk through a tear or rupture to a waste bale
  - Threaten human health or the environment from fire and/or explosion, or exposure to Municipal Solid Waste or contaminated water
- Contaminate surface water or ground water
- Result in significant soil contamination
- Result in impacts to fisheries resources or
- Disrupt commonly-used transportation routes

If any of these criteria are satisfied, the ERCoordinator will implement the ERP immediately.

Circumstances that have the potential to satisfy one more of the above criteria include:

- Release of solids and/or liquids en route to the Roosevelt Regional Landfill
- Release of liquids from the Roosevelt Regional Landfill
- Fire and/or explosion en route or at the Roosevelt Regional Landfill
- Release of gases en route or at the Roosevelt Regional Landfill
- Vehicle accident en route or at the Roosevelt Regional Landfill

Each circumstance is described briefly in Section 2.3.2.

#### 2.3.2 Types of Emergencies and Actions Required

Table 1 identifies the types of emergencies that have the potential to occur and the nature of response that will be required. The table also identifies who will be responsible for initial response, who will be responsible for mobilizing for a response, and under what circumstances. Emergency situations rarely involve local agencies.

Each type of emergency and the actions that will be required are described in this section. Section

## COMPLIANCE AGREEMENT

2.3.3 describes specific procedures that will be followed in emergencies which will require either minor or full ERTeam response by RDC.

**Table 1: EMERGENCY RESPONSE**

<b>Emergency Situation</b>	<b>Responsible for Response</b>		<b>Type of Response</b>	
	<b>Initial Response</b>	<b>Mobilization Responsibility</b>	<b>Minor ERTeam Response</b>	<b>Full ERTeam Response</b>
Broken Bale - Release of Solids, Gases, and/or Liquids en Route to the Roosevelt Regional Landfill.	RDC	RDC	Likely	Possible
Fire and/or Explosion en Route or at the Roosevelt Regional Landfill.	RDC	RDC	Possible	Likely
Release of Gases en Route or at the Roosevelt Regional Landfill.	RDC	RDC	Possible	Likely

## COMPLIANCE AGREEMENT

**Table 1: EMERGENCY RESPONSE, CONTINUED**

Emergency Situation	Responsible for Response		Type of Response	
	Initial Response	Mobilization Responsibility	Minor ERTeam Response	Full ERTeam Response
Truck Accident en Route or at the Roosevelt Regional Landfill.	RDC	RDC	Possible	Unlikely
Problem With a Truck or Chassis During Short Haul.	RDC	RDC	Possible	Unlikely

### **Broken Bale and Potential Release of Solids and/or Liquids en Route to the Roosevelt Regional Landfill**

In the event of a broken bale and the potential release of solids and/or liquids en route to the Roosevelt Regional Landfill, RDC will be responsible for the initial response which includes determination of the actual response necessary. Response procedures are described in Section 2.3.3 of this ERP.

If solids and/or liquids are released along the transportation route, RDC will be responsible for response.

## **COMPLIANCE AGREEMENT**

### **Fire and/or Explosion En Route or at the Roosevelt Regional Landfill**

In the event of fire and/or explosion en route to the Roosevelt Regional Landfill, RDC will be responsible for the initial response and will determine the response necessary. Response procedures are described in Section 2.3.3 of this ERP.

### **Release of Gases En Route or at the Roosevelt Regional Landfill**

The release of gases en route is extremely unlikely. Methane gas generation is highly unlikely due to the baling, wrapping and handling protocols associated with the Hawaiian Waste prior to its delivery to the Dock. If an ERTeam response is required, the procedures described in Section 2.3.3 of this ERP will be followed, as appropriate.

### **Truck Accident En Route or at the Roosevelt Regional Landfill**

In the event of a truck accident en route or at the Roosevelt Regional Landfill, RDC will be responsible for any required response. The ERCoordinator will be notified as soon as possible by the truck driver. The ERCoordinator will notify the Washington State Patrol and Washington State Department of Transportation, as appropriate, to describe the nature, location, date and time of the accident, and other pertinent information. If the accident involves a release of Hawaiian Waste, response procedures described in Section 2.3.3 of this ERP will be followed.

### **2.3.3 Response to All Other Emergencies**

Emergencies either will require minor response to the scene of the emergency, or full ERTeam response to the scene (see Table 1 in Section 2.3.2). It is anticipated that most emergencies will require minor ERTeam response. Procedures that will be followed for each type of emergency are discussed in this section.

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### Emergencies Requiring Response to the Scene

If a response to the scene of the emergency is necessary, the ERCoordinator will determine, to the extent possible, the type of response required. Emergencies either will require minor response, involving one or two ERTeam members, or full ERTeam response. In either case, the ERLeader first will determine how many ERTeam Members will respond. The ERLeader will notify the ERTeam Members chosen to respond and brief them on the situation.

At the same time, the ERCoordinator, located at RDC's Roosevelt office, will:

- Contact the caller and advise the caller on response measures to take while the ERTeam is traveling to the scene
- Gather as much information as possible from the caller to determine personnel and equipment needed for the response
- Contact the ERLeader to discuss the type of response necessary and the transportation mode to be used
- Arrange for necessary transportation
- Contact, if necessary, government agencies and officials at the scene to notify them of the ERTeam's location and approximate time of arrival
- If the response involves air transport, arrange for land transport when the ERTeam arrives.

Upon arriving at the scene, the ERLeader will:

- Contact the individual in charge, or take charge if he or she is the only response person on site
- Thoroughly evaluate the situation
- Consult with officials at the scene
- Determine what action will be taken
- Communicate the information to the ERCoordinator, who will then decide if additional resources are necessary.

If the incident involves a broken bale and/or release of Hawaiian Waste, upon arriving at the scene, the ERLeader, will:

- Identify the character, source, amount, and extent of the release
- Assess the direct, indirect, or immediate impacts to human health and the environment that may result
- Direct the ERTeam in containing the release
- Initiate remedial action and cleanup (See Appendix 3.3 for Broken Bale Remediation protocol)
- Arrange for reloading of the waste
- Document the release (i.e., with photographs), and complete the Emergency Response Report (see Appendix 3.5).

## COMPLIANCE AGREEMENT

### Follow-up Actions for All Emergencies Requiring ERTeam Response

After the initial evaluation, the ERLeader will contact the ERCoordinator with updated information on the situation, and request additional personnel or equipment, if necessary. The ERLeader and ERCoordinator will maintain periodic communications throughout the incident until the emergency has been resolved.

The ERTeam will remain at the scene until released by the person in charge. The ERCoordinator will arrange travel for the ERTeam's return to base. The ERCoordinator will contact appropriate government agencies and other interested parties to advise them that the emergency is over.

Refer to Section 2.6 of this ERP for a description of the required post-emergency critique.

## 2.4 Transportation Procedures

If an ERTeam response to the scene of the emergency is necessary, transportation will be required. The type of transportation used will be determined by the ERCoordinator, based on several factors:

- Urgency of response
- Distance to scene
- Available access to scene
- Amount of equipment needed
- Number of team members required to respond, and
- Weather conditions.

If immediate response is necessary, the fastest mode of transportation to the scene will be used. If air transportation is used, arrangements will be made for travel to the scene from the nearest airfield. The ERCoordinator will make travel arrangements.

If the response is less urgent, or is to provide backup or to relieve another ERTeam Member at the scene, then ground transportation will be used.

## 2.5 Public Relations

Calls from the news media will be directed to the ERCoordinator identified in Appendix 3.2 of the ERP. If the ERCoordinator is not available, calls will be directed to the person designated by the ERCoordinator as the appropriate media contact. If an ERTeam Member is approached at the scene by a reporter or photographer, the team member will direct the inquiry to the ERLeader.

## COMPLIANCE AGREEMENT

Upon arrival at the scene, the ERLeader will:

- Check with the person in charge and notify him or her that the ERTeam will to keep all appropriate people up-to-date on the status of the emergency
- Offer to have appropriate questions from the news media directed to the ERLeader
- Be prepared to answer questions about the ERTeam and its activities
- Keep an informal log of reporters and camera crews with whom the ERLeader has interacted, including their affiliations, telephone numbers, and information communicated.

In talking to the news media, the ERLeader will:

- Be available to respond to questions in the early morning and early afternoon, the most likely times when reporters on deadline will be seeking information
- Brief the news media at least once every 30 minutes on the status of the emergency and, even when new information is not available, be accessible to answer questions that may arise
- Treat television and newspaper representatives equally
- Be brief and factual in responses, never speculate on probable causes, and explain the facts simply, so the reporter will not have to check back later
- Know the facts (an inaccurate or misleading answer can be more detrimental than no answer); if a response is not available, indicate when a response is expected
- Be courteous and responsive, maintain a level, factual tone of voice, and do not get agitated
- Never speak "off the record"
- Never use the words "no comment," use the response: "I don't have enough information to answer that question" or "I really don't think I can talk about that."
- Never attempt to assign a dollar estimate to damage that has occurred
- Never release names of injured people; tell reporters the hospital where the injured people have been taken, if appropriate
- Never comment on the competency or performance of another person responding to the emergency.
- Never attempt to physically restrain a member of the news media (i.e., at a barricade); notify local law enforcement personnel, who will respond appropriately.

## **COMPLIANCE AGREEMENT**

### **2.6 Post-Emergency Critique**

Upon return to base, the ERLeader will supervise the cleaning and storage of equipment. The ERLeader will conduct a critique of the incident with all ERTeam Members. The ERLeader will complete an Emergency Response Report (see Appendix 3.5) and provide a copy to the ERCoordinator, RDC management and other responsible agents upon request.

## COMPLIANCE AGREEMENT

### 3.0 APPENDIX

### 3.1 CALL REPORT

<b>RDC EMERGENCY CALL REPORT</b>
--------------------------------------

Date \_\_\_\_\_ Call Report No. \_\_\_\_\_  
Time (on/off) \_\_\_\_\_ Call Taken By \_\_\_\_\_

EMERGENCY DISPATCH AGENCY \_\_\_\_\_

EMERGENCY CALLER NAME \_\_\_\_\_  
ORGANIZATION \_\_\_\_\_

CALL BACK LOCATION \_\_\_\_\_  
(City, County, State)

CALL BACK TELEPHONE \_\_\_\_\_

PROBLEM \_\_\_\_\_  
(Include Type of Emergency) \_\_\_\_\_

Time \_\_\_\_\_

Details/Injuries \_\_\_\_\_

IMMEDIATE \_\_\_\_\_

ENVIRONMENTAL \_\_\_\_\_

CONCERNS \_\_\_\_\_

#### ACTION ALREADY TAKEN

Police and/or Fire Called? \_\_\_\_\_

Railroad and/or RDC Called? \_\_\_\_\_

## **COMPLIANCE AGREEMENT**

ERCoordinator Called? \_\_\_\_\_

## COMPLIANCE AGREEMENT

### LOCATION OF EMERGENCY

(City, County - if other than caller location) \_\_\_\_\_

Hwy No./Distance-Direction From \_\_\_\_\_

Weather/Temperature\_

Populated/Open Area\_

Terrain (flat/hilly/etc.) \_\_\_\_\_

Nearest Airfield \_\_\_\_\_

Directions to Scene \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## COMPLIANCE AGREEMENT

### 3.2 EMERGENCY RESPONSE REPORT

(Attach Additional Pages as Necessary)

Date: \_\_\_\_\_ Emergency Response Report No.: \_\_\_\_\_

Time: \_\_\_\_\_ Completed By: \_\_\_\_\_

Location & Phone Number Where Report may be Located: ( ) \_\_\_\_\_

Type and Location of Incident: \_\_\_\_\_

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

Remediation Completed: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Response Taken: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Number of ERTeam Members Reporting to Scene: \_\_\_\_\_

Names of all Team Members Responding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Possible Impacts to Human Health or the Environment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Actions Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Extent of Injuries, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## COMPLIANCE AGREEMENT

If Release of Solid Waste is Involved:

Disposition of Recovered Material: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Identification of Material: \_\_\_\_\_

Quantity: \_\_\_\_\_

Appearance of Site after Cleanup (include before and after photos): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Equipment & Supplies Used: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

## **COMPLIANCE AGREEMENT**

### **3.3 Broken Bale Remediation and Cleanup Protocol**

#### **Substantially Damaged/Broken Bale Remediation Protocol**

Bales that incur only minor ruptures will be repaired by resealing the opening with appropriate adhesive and plastic liner/sheeting.

In the event that a bale is substantially ruptured during RDC transport to the Landfill, the following mitigation measures will be immediately enacted:

- 1) The ruptured bale and its contents will be isolated.
- 2) A cleanup crew will scoop up the contents and any remnants of the broken bale and place it in waiting super-sacks – polypropylene bags lined on the interior with a minimum 6-mil plastic liner. The 6-mil plastic liner will be wrapped/folded over the waste and sealed with duct, thus creating a “burrito” wrapped waste bale. The sealed waste bale will then be secured inside the super sack to allow lifting the recovered waste to and from transportation equipment. This “burrito” wrapping of waste has been used effectively, under Washington State Department of Ecology supervision, to manage “contained-in” regulated remediation waste delivered to Roosevelt Landfill.
- 3) Once the super sack is secured it will be placed on a flatbed trailer for transport to the active face of the Landfill where it will be lifted from the trailer and placed in the waste pile for subsequent coverage by other waste or soil cover. The “burrito” bag will be lifted and placed rather than tipped to ensure that it is not ruptured during tipping.

## COMPLIANCE AGREEMENT

### 3.4 EMERGENCY RESPONSE DIRECTORY

#### Emergency Response Team (ERTeam) Contacts

##### Regional Disposal Company

ERCoordinator	Matt Henry (Landfill) (800) 275-5641 (Roosevelt Office) (509) 727-1488 (Mobile)
ERLeader	Dan Wedgwood (800) 275-5641 (Office) (541) 288-7027 (Mobile)
ERLeader (Backup)	Dave Gunderson (800) 275-5641 (Office) (509) 366-2646 (Mobile)
ERTeam Member	Jim Wright (800) 275-5641 (Office)

### EMERGENCY RESPONSE DIRECTORY

#### For 24-Hour Emergency Response Call

**Primary Number: (800) 275-5641**

## **COMPLIANCE AGREEMENT**

### **Agencies And Locations Where ERP Is Available**

The agencies and locations listed below will receive copies of the AOP:

- RDC's Corporate Headquarters  
54 S Dawson St.  
Seattle, WA 98134  
(206)332-7700
- Hawaiian Waste Systems, LLC  
1011 SW Klickitat Way, #C-109  
Seattle, WA 98134  
(206)292-2929
- Klickitat County Public Works  
205 S. Columbus, Room 103  
Goldendale, Washington 98620  
(509) 773-4616
- Roosevelt Regional Landfill Main Office  
P.O. Box 204  
1800 Roosevelt Grade Road  
Roosevelt, Washington 99356  
(509) 374-5641 or  
(800) 275-5641
- State of Washington Department of Ecology  
Central Regional Office  
15 Yakima Way, Suite 200  
Yakima, WA 98902  
509-575-2490

### **3.5 EQUIPMENT INVENTORY**

#### **REQUIRED EQUIPMENT INVENTORY**

## **COMPLIANCE AGREEMENT**

RDC maintains several vehicles and pieces of equipment on site at the Roosevelt Regional Landfill for responding to accidents or emergencies in the Roosevelt area, including the following:

- 
- tow vehicles
- water storage trucks equipped with a fire hose.

RDC will use these vehicles to assume responsibility for first response for landfill-related accidents or emergencies in the Roosevelt area.

Table 3.5.1A contains a list and brief description of required emergency equipment, its function, and location at the Roosevelt Regional Landfill.

**Table 3.5.1A Emergency Equipment (RDC)**

<b>Material/Equipment</b>	<b>Function</b>	<b>Location</b>
Telephone	For routine and emergency communication.	Administration Building
Emergency Vehicle	To provide transport of injured people.	On site
Tow Vehicle	To move disable trucks.	On site
Diesel-powered generator	To provide power for essential equipment.	Maintenance Building
First Aid Kits	To treat minor injuries.	Administrative Building, Shop, Selected Vehicles
Safety Locker	To store emergency equipment.	Maintenance Building
Two-way Radios	For routine and emergency communication.	Administrative Building, assigned to operations personnel
Portable and fixed cellular phones	For routine and emergency communication.	Administrative Building, assigned to operations personnel
Dump Truck	To transfer solid waste to landfill.	On site
Wheelloader	To load spilled solid waste.	On site
<b>Equipment</b>	<b>Manufacturer/Model</b>	<b>Number</b>
Dozer	Caterpillar/D10R WDA	1
Dozer	Caterpillar/D9L WDA	1
Dozer	Caterpillar/D6H WDA	1
Grader	Caterpillar/14G and 140G	1
Compactor	Various Models	1
Wheelloader	Caterpillar/980 and 966B	1
Excavator	Caterpillar 235 and 320	1
Backhoe	Caterpillar/466	1
Fuel Truck		1
Service Truck		1
Dump Truck		1

**WASTE SPILL PROTOCOL ON WATER**

AUG-21-2006 MON 03:13 PM BRUSCO TUG & BARGE

POX NO. 3606361521

P. 02

**MARINE SPILL RESPONSE CORPORATION  
SERVICE AGREEMENT**

**EXECUTION INSTRUMENT**

The **MSRC SERVICE AGREEMENT** attached hereto (together with this execution instrument, the "Agreement"), a standard form of agreement amended and restated as of September 27, 1996, is hereby entered into by and between

Brusco Tug & Barge

[Name of COMPANY]

a Marine Transportation Corporation In State of Washington

[Type of entity and place of organization]

with its principal offices located at 548 14th Ave. Longview, WA 98632

(the "COMPANY"), and **MARINE SPILL RESPONSE CORPORATION**, a nonprofit corporation organized under the laws of Tennessee ("MSRC"), and shall be identified as

**SERVICE AGREEMENT No. 6MPA-048** [This is to be provided by MSRC.]

IN WITNESS WHEREOF, the parties hereto each have caused this Agreement to be duly executed and effective as of Jan 21 1996, 2000

Brusco Tug & Barge, [COMPANY]

By: [Signature] [signature]

Roland H. Brusco [print name]

Title: C.E.O.

Address: 548 14th Ave.

Longview, WA 98632

Telephone: 360-636-3341 Fax 360-636-1521

**MARINE SPILL RESPONSE CORPORATION:**

By: [Signature]

Judith A. Roos  
Marketing & Customer Service Manager  
455 Spring Park Place, Suite 200  
Herndon, Virginia 20170

703/326-5617; Fax: 703/326-5660

**MARINE SPILL RESPONSE  
CORPORATION  
SERVICE AGREEMENT**

**STANDARD FORM OF  
AGREEMENT**

*Parties and Background*

This is a **SERVICE AGREEMENT** with attached signature pages (the "Agreement") between the **COMPANY** and **MARINE SPILL RESPONSE CORPORATION**, a nonprofit corporation organized under the laws of Tennessee ("MSRC").

For convenience and simplicity, as between the **COMPANY** and Covered Entity (if any), references to the party for performance are made to a "Covered Entity," but the **COMPANY** can exercise the rights and will guarantee the performance of a Covered Entity as set forth more fully in this Agreement.

In consideration of the promises and the mutual covenants of this Agreement, MSRC and the **COMPANY** agree as follows:

*Articles*

**ARTICLE I CALLOUT**

**1.01. Call-Out of Resources**

**1.01(a). Alert.** A Covered Entity may alert MSRC of the possibility of a call-out under this Agreement. Upon receipt of an alert MSRC will review its readiness to respond in the event of a call-out under Section 1.01(b). Such alert does not (i) obligate the Covered Entity to pay MSRC's rates or any costs incurred by MSRC, (ii) obligate MSRC to Mobilize any Resources, or (iii) give the Covered Entity any rights to obtain any particular Resources, unless and until MSRC is called out in accordance with this Agreement.

**1.01(b). Call Out Process.** An Authorized Representative, or an individual MSRC reasonably believes is acting on behalf of a Covered Entity, may obtain and

MSRC will provide any of the Resources available under this Agreement by calling an MSRC response manager through one of the telephone call-out numbers provided by MSRC from time to time by notice to the **COMPANY**. This Initial Callout Notice shall consist of a specific request for desired Resources to be provided from the list on Schedule 3 (or as otherwise made available by MSRC at the time of callout), in consultation with one of MSRC's response managers. The Authorized Representative or the Incident Commander of a Covered Entity may add to or discontinue use of any Resources, in consultation with MSRC's response manager, at any time. The Covered Entity and MSRC will document the Resources requested and provided. If MSRC Subcontractors are required to provide the requested Resources, MSRC will call out and supervise those MSRC Subcontractors, unless and until other arrangements are made as described in Section 3.04. Part II of Schedule 3 contains the special terms and conditions and call out procedures for MSRC support for transfer operations requiring "Average Most Probable Discharge" response capability under OPA.

**1.02. Response to Non-Covered Vessels and Facilities and Other Sources.** If MSRC is called to respond to a Vessel or Facility or other source of a Discharge for which the **COMPANY** has not demonstrated financial responsibility in accordance with Schedule 2 (including a Vessel or Facility for which MSRC is not cited in OPA Response Plans as a spill response contractor), the **COMPANY** must promptly furnish evidence of financial responsibility under Schedule 2 for that Vessel or Facility or source of Discharge.

**1.03. Mobilizing MSRC Response Resources.** As soon as practicable under the circumstances after MSRC receives an Initial Call-Out Notice or subsequent change to a request, MSRC will Mobilize the requested Resources including MSRC Subcontractors.

**ARTICLE II. CAPABILITIES**

**2.01. Resource Availability.** Except as otherwise directed by governmental

authorities, agreed by mutual consent or as described below, Resources are provided to the COMPANY and others on a first-come/first-served basis. Any of the Resources can be requested for any Spill Event, subject to the following restrictions and qualifications, as applicable:

**2.01(a). Oil Spill Event outside MSRC's Operational Area.** For an Oil Spill Event occurring within U.S. Jurisdictional Waters but outside the Operational Area, MSRC will not provide any Resources whose movement is prohibited by law or order of the applicable Governmental Body, or if such movement would invalidate any Response Plan within the Operational Area. In such event, MSRC will coordinate with the Covered Entity to seek a waiver of any such prohibition, order or invalidation from the applicable Governmental Body in order to remove this restriction.

**2.01(b). Responder Immunity.** If at any time Responder Immunity is not available for a Spill Event, MSRC may withdraw, or decline to provide, MSRC Response Personnel or any Resources requiring such MSRC Response Personnel, unless other arrangements acceptable to MSRC in its sole discretion are made to offset any additional legal and financial risk that may result.

**2.01(c). Discharges of substances other than Oil or Discharges outside U.S. Jurisdictional Waters.** MSRC may offer from time to time to provide Resources under this Agreement to Spill Events involving substances other than Oil (including Hazardous Substances) or Spill Events outside U.S. Jurisdictional Waters as permitted and in accordance with MSRC's policies and procedures adopted from time to time. Any additional or different terms and conditions applicable to the provision of Resources for such non-Oil and non-U.S. Spill Events will be set forth in an addendum to this Agreement executed by MSRC and the COMPANY in advance or at the time of callout for the Spill Event.

**2.01(d). Conflicting Requests.** If the Covered Entity and some other person with whom MSRC has a contract both desire the same Resources or otherwise have conflicting requests, MSRC will immediately notify and consult with each of the respective incident commanders regarding the conflict. MSRC will continue to follow a first-come/first-served approach unless and until it receives timely non-conflicting directions from the incident commanders to redirect Resources or activities. If, after such notice and consultation the conflicting parties still do not agree, MSRC will follow the relevant FOSC(s)' non-conflicting directions, if any.

**2.02. Changes in Resources Offered.** MSRC will periodically update Schedule 3 to reflect changes in the Resources offered under this Agreement, and will give prompt notice to the COMPANY in advance where practicable of any significant reduction in response capability.

## ARTICLE III ROLES AND PROCEDURES FOR RESPONSE PERFORMANCE

### 3.01 Responsibilities of the COMPANY and Covered Entity

**3.01(a) General Management and Overall Direction.** Subject to the power and authority of Governmental Bodies, the Covered Entity will provide general management and overall direction and control of all Response Activities under this Agreement. The Covered Entity shall designate an Incident Commander, who shall be in frequent communication with MSRC while MSRC is providing Resources under this Agreement. The designated Incident Commander will advise MSRC in writing of any non-apparent limitations and restrictions on the authority of the Covered Entity's employees, contractors, and agents to authorize and direct Response Activities of MSRC and MSRC Subcontractors. The Incident Commander will also advise MSRC of any directions or pertinent concerns of Governmental Bodies or the Unified

Command that affect, or that may reasonably be expected to affect, any Resources or activities under this Agreement. All activities of MSRC under this Section 3.01(a) will be subject to the overall direction and control of the Covered Entity.

**3.01(b) Care of Resources.** The Covered Entity will use its best efforts to operate, maintain, and store any MSRC Response Equipment provided without associated MSRC Response Personnel in a careful and proper manner under the circumstances and in accordance with applicable law.

### **3.02 Responsibilities of MSRC**

**3.02(a) Operational Supervision.** MSRC will, within the limits of its available resources, at the Covered Entity's cost and expense, and in accordance with applicable law, provide operational supervision and coordination (i) for Resources, including any MSRC Subcontractor called out by MSRC prior to assignment under Section 3.04, and (ii) upon request of the Covered Entity, for any subcontractors called out by or assigned to the Covered Entity. Such supervision shall be in accordance with and subject to the overall direction and control of the Covered Entity's Incident Commander, as described in Section 3.01(a).

**3.02(b) Initial Coordination and Communication.** MSRC will, upon request, provide an on-scene point of coordination and communication between the Covered Entity and the FOSC and other response officials until the first to occur of: (i) 24 hours after initial callout; or (ii) the Covered Entity's response management team (as contemplated by 33 CFR 155.1035(d)) arrives on-scene and assumes direct management and control.

**3.02(c) Governmental Directions.** MSRC will immediately notify the Covered Entity's Incident Commander of any directions MSRC receives from any Governmental Body which MSRC believes may conflict with previous guidance or

direction MSRC may have received from the Covered Entity. If the FOSC or SOSC gives directions to MSRC and MSRC does not receive timely directions from the Incident Commander, MSRC will follow those FOSC or SOSC directions. In any event, MSRC will immediately act on directions from any Governmental Body that relate to personnel safety, alleged violations of law or regulations, immediate endangerment of public health or the environment, or directions that constitute an order or command of a Governmental Body with apparent legal authority. MSRC will notify the Incident Commander of those directions and immediate actions as soon as practicable under the circumstances.

**3.03. Response Methods.** The Covered Entity will use its best efforts to direct Response Activities, and MSRC will provide Resources, in a manner that will (i) comply with all applicable law and (ii) maintain the applicable Responder Immunity of MSRC and MSRC Integral Subcontractors. Subject to the provisions of Section 3.02(c), MSRC will commit only those resources as are reasonably necessary to carry out the Response Activities or response objectives that MSRC has been directed or authorized by the Covered Entity, an Authorized Representative, or Incident Commander to carry out, unless a specific resource(s) is requested by any one of the above-named entity or Persons.

**3.04 Covered Entity Directions.** When MSRC follows directions pursuant to the procedures of Section 3.02, those directions will be deemed to have been provided by the Covered Entity unless and until further or alternative directions are provided in accordance with the terms of this Agreement by the Covered Entity, its Authorized Representative, or Incident Commander.

**3.05 Subcontractors.** MSRC will retain MSRC Subcontractors under terms and conditions agreeable to the MSRC Subcontractors and MSRC. MSRC will provide to a Covered Entity, on request, a

copy of MSRC's contract with any MSRC Subcontractor (except for MSRC Integral Subcontractors). Upon request by a Covered Entity and consent of the MSRC Subcontractor, MSRC will assign the rights and obligations of MSRC under the subcontractor contract with respect to that Spill Event to the Covered Entity (except for MSRC Integral Subcontractors whose contracts are not assignable). Unless the Covered Entity directs otherwise, MSRC generally will provide, at the Covered Entity's expense in accordance with Schedule 3, support services necessary to sustain and support ongoing response operations of MSRC and MSRC Subcontractors, including food service, lodging, local transportation, safety and medical support, and other support for personnel, and fuel, docking, garage, hangar and similar support services for vessels, aircraft, and vehicles. However, the Covered Entity must provide such support services if the response occurs outside MSRC's Operational Area and MSRC does not have preexisting arrangements for such support services.

### 3.06 Safety

**3.06(a) MSRC and its Subcontractors.** MSRC will observe and require its employees and MSRC Subcontractors to observe relevant safety laws and regulations and applicable MSRC safety policies and procedures. While on a Covered Entity's facilities or vessels, MSRC will comply and require its employees and MSRC Subcontractors to comply with the Covered Entity's specific instructions concerning safety policies and procedures provided to them by the Covered Entity. MSRC will report and require its employees and MSRC Subcontractors to report to the Covered Entity as promptly as practicable any accidents associated with the Resources resulting in or that reasonably could have resulted in serious personal injury, death, or material property damage or loss. At the completion of the applicable Response Activities by MSRC but in any event within the time required by law, MSRC will provide to the Covered Entity all

Occupational Safety and Health Act (OSHA) injury and illness reports involving MSRC employees provided under this Agreement.

**3.06(b) Covered Entity and its subcontractors.** The Covered Entity will observe and require its employees and subcontractors to observe relevant safety laws and regulations and applicable Covered Entity safety policies and procedures. While on MSRC's facilities or vessels, the Covered Entity will comply and require its employees and contractors to comply with MSRC's specific instructions concerning safety policies and procedures provided to them by MSRC. The Covered Entity will report and require its employees and subcontractors to report to MSRC as promptly as practicable any accidents associated with the Resources resulting in or that reasonably could have resulted in serious personal injury, death, or material property damage or loss. At the completion of the Response Activities by MSRC but in any event within the time required by law, the Covered Entity will provide to MSRC all OSHA injury or illness reports relating to the employees of the Covered Entity suffering injury or illness while on MSRC's facilities or vessels.

**3.06(c) Reasonable Interpretation.** The obligations of MSRC and Covered Entity under this Section 3.06 are not intended to hold the parties to a standard that would be unreasonable under the actual conditions of a particular Discharge or threat of Discharge and the inherent difficulties and danger of emergency response. All MSRC and Covered Entity actions carried out consistently with the directions of the FOSC or SOSC, or with approval of applicable safety officials, will be deemed to be in compliance with this Section 3.06.

### 3.07. Recovered Product or Waste.

**3.07(a) Definitions.** For purposes of this section:

(i) "Management" means generation, recovery, transportation, storage, treatment,

handling, disposal, disposition, possession, control, operation, ownership, importation, or exportation.

(ii) "Recovered Product or Waste" means contained or recovered Oil, oily waste, Hazardous Substances, or mixtures thereof, including contaminated properties.

(iii) "Charges" means license fees, import or export duties, tariffs, taxes, tipping fees or other costs or charges imposed by any Governmental Body with respect to Recovered Product or Waste.

**3.07(b) Allocation of Responsibility.** As between MSRC and the Covered Entity, the Covered Entity bears all risk, liability, and responsibility for and will perform or otherwise satisfy all duties and obligations and pay all Charges associated with the Management of Recovered Product or Waste.

**3.07(c) Covered Entity's Responsibilities.** The Covered Entity will promptly provide to MSRC:

(i) the necessary documentation for MSRC to deliver Recovered Product or Waste for transportation by others to the selected facilities;

(ii) appropriate instructions (orally and promptly confirmed in writing) for the Management of Recovered Product or Waste;

(iii) access to facilities, vessels or other receptacles for receipt or disposal of Recovered Product or Waste.

**3.07(d) MSRC Actions.** If the Covered Entity fails to meet any of its obligations in (a) or (b) within a reasonable time after request by MSRC, MSRC can:

(i) discontinue operations that depend on the Covered Entity's actions; or

(ii) make the appropriate arrangements for Management of Recovered Product or Waste in the name, on behalf, and at the sole cost and expense of, the Covered Entity.

**3.08. Information Coordination and Control.** Except as provided below or as otherwise directed or permitted by the Covered Entity, MSRC will maintain as confidential all information that (i) MSRC obtains from any Covered Entity, MSRC Subcontractor or other subcontractor participating in the Spill Event on behalf of the Covered Entity and (ii) the Covered Entity reasonably designates as confidential. MSRC will coordinate all media and public responses by MSRC with the Covered Entity, in advance of the responses if feasible. The Covered Entity may provide MSRC with a Public Information Plan ("PIP") that identifies the Covered Entity's specific processes, policies, and guidelines with respect to interaction with the public and the media, which the Covered Entity may amend or supplement from time to time. MSRC will follow those policies and guidelines and may reference that guidance in responding to any media inquiries. If the Covered Entity has not provided MSRC with a PIP, MSRC will handle inquiries using its judgment considering MSRC's view of the overall best interests of the Covered Entity, restricting its remarks to factual information about the activities of MSRC and MSRC Subcontractors. In any event, MSRC's officers also may respond to unsolicited inquiries by giving factual information about the activities of MSRC and MSRC Subcontractors, but will avoid speculation or expression of opinion about the Spill Event or the conduct of the Covered Entity in response to the Spill Event.

#### **ARTICLE IV. LIMITS ON WHAT IS OFFERED**

**4.01. Excluded Services.** MSRC's services do not include: (1) Disposal of waste, including recovered Oil, oily waste, and any Hazardous Substances; (2) Source control; (3) Wreck removal; (4) Natural resource damage assessment; (5) Third-party damage claims evaluation or adjustment; (6) Acting as Incident Commander for the Covered Entity; (7) Development or preparation of Response Plans; or (8)

shoreline remediation performed in conjunction with the Natural Resource Trustees to restore the shoreline to its pre-spill condition, rather than as part of the cleaning process carried out under the oversight of the POOSC. However, if MSRC becomes involved in any of these activities, these activities will be governed by the terms and conditions of this Agreement.

**4.02. Limits on Use by Covered Entity.** The Resources provided under this Agreement will be used only for the Spill Event or exercise for which they were requested.

**4.03. Personnel with Equipment.** The Covered Entity may obtain the requested MSRC Response Equipment with or without MSRC Response Personnel, at the option of the Covered Entity. However, if MSRC reasonably believes, under the circumstances of a given event or request, that MSRC Response Personnel are required to ensure proper care, operation, and maintenance of certain MSRC Response Equipment as indicated in Schedule 3, MSRC may require that the MSRC Response Equipment be obtained only with the appropriate MSRC Response Personnel.

**4.04. Acknowledgment of Representations and Conditions.** The Initial Call-Out Notice will constitute an acknowledgment to MSRC that:

**4.04(a). Representations and Warranties True and Correct.** To the best actual knowledge of the COMPANY, each of the representations and warranties of the COMPANY set forth in Section 8.01 is true and correct in all material respects at the time of the Initial Call-Out Notice.

**4.04(b). Conditions to Response Satisfied.** The Covered Entity has made a good faith determination (based on the information reasonably available to the Covered Entity at the time) that the Spill Event meets or will meet each of the applicable restrictions or qualifications under Article II relating to the requested Resources,

and the following criteria:

- (i) No Event of Default exists at the time of the Initial Call-Out Notice;
- (ii) For response in U.S. Jurisdictional Waters to a Discharge or threat of Discharge that equals or exceeds 1200 barrels, the POOSC is either Directing or monitoring the Response Activities or the Discharge or threat of Discharge where the Resources are to be deployed; and
- (iii) The Covered Entity will be able to take, on a timely basis, all actions required in Article VII.

## ARTICLE V. TERMINATION or SUSPENSION OF RESOURCES

### 5.01. Suspension of MSRC's Obligation to Provide Resources.

MSRC may suspend its obligation to provide Resources in whole or in part under this Agreement for a Spill Event upon written notice to the Covered Entity if and to the extent MSRC reasonably determines such suspension is necessary to protect MSRC's material interests as a result of the occurrence and continuation of any of the following:

- (a) a Covered Entity instructs MSRC to act under this Agreement in a manner which would be illegal, unsafe, or in violation of or breach this Agreement in any material respect,
- (b) a Force Majeure Event,
- (c) the unavailability of Responder Immunity,
- (d) the unavailability of subcontractors essential to enable MSRC to provide requested Resources, or
- (e) the existence of other similar circumstances beyond MSRC's reasonable control that materially adversely affect MSRC's ability to perform as contemplated under this Agreement and that MSRC is unable with reasonable diligence to timely

**SCHEDULE 3****PART I  
RESOURCES**

April 15, 2001

Resources for onwater containment and recovery, shoreline protection and other activities are available through selection of specific MSRC Response Equipment, MSRC Response Personnel and MSRC Subcontractors, as further described below.

**A. MSRC Response Resources (Equipment and Personnel):**

To provide the Covered Entity maximum flexibility in selecting what Resources are needed based on the unique circumstances of each Spill Event, MSRC offers MSRC Response Equipment and MSRC Response Personnel at the rates set forth in Part III of this Schedule 3. Part III of this Schedule 3 also identifies: (i) the menu of MSRC Response Equipment; (ii) the major components of each system of MSRC Response Equipment; (iii) the MSRC Response Equipment which must be accompanied by MSRC Response Personnel; and (iv) the MSRC Response Equipment which may require MSRC Subcontractor support. Part III of this Schedule 3 will be effective from and after April 15, 2001.

**B. MSRC Subcontractors and Other Response Capabilities:**

Through MSRC Subcontractors and arrangements with other contractors, MSRC offers additional Resources and capabilities as follows:

1. **Onwater Resources and Other Support for Spill Response:** MSRC can assist the Covered Entity by calling out and supervising MSRC Subcontractors to provide various spill response equipment and personnel, response support, and specialized expertise to supplement MSRC Response Equipment and MSRC Response Personnel. Examples include: additional types or quantities of boom, skimmers, storage barges, vessels (for various tasks such as skimming platform, booming, personnel and/or supply transport, etc.), consumables, portable toilets, lighting, trailers/tractors for land transportation, safety supplies and services, security services, and material handling equipment.
2. **Shoreline Clean-up:** MSRC offers shoreline clean-up capabilities through MSRC Subcontractors.
3. **Firefighting (FV/FI), Salvage and Lightering Services:** MSRC can assist the Covered Entity in contracting for FV/FI, salvage and lightering services. The contract for such services will be between the FV/FI, salvage and Lightering contractor and the Covered Entity.
4. **Average Most Probable Discharge (AMPD):** MSRC will arrange for appropriate resources to satisfy the planning requirements for AMPD in accordance with the procedures outlined in Part II of this Schedule 3.
5. **Wildlife Hazing, Rescue or Rehabilitation:** MSRC will assist in identifying an appropriate available Contractor to provide resources necessary for wildlife hazing, rescue or rehabilitation.

SCHEDULE 3

PART I  
RESOURCES  
April 15, 2001

6. *Non-Spill Events:* MSRC may offer assistance with natural and manmade disasters other than Spill Events. MSRC services for such Non-Spill Events are provided at the rates (and other terms and conditions) set forth in this Schedule 3, and will require execution of a Non-Spill Event Addendum to this Service Agreement.

## 2. Example Compliance Agreement for Handling Hawaiian GRG in the Continental United States.

<p>UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE PLANT PROTECTION AND QUARANTINE</p> <p><b>COMPLIANCE AGREEMENT</b></p>	<p>According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0054. The time required to complete this information collection is estimated to average 1.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p>
<p>1. NAME AND ADDRESS OF PERSON OR FIRM <b>Hawaiian Waste Systems, LLC 1011 SW Klickitat Way, #C-109 Seattle, WA 98134</b></p>	<p>2. LOCATION</p>
<p>3. REGULATED ARTICLE(S) <b>Garbage and Regulated (domestic) Garbage from the State of Hawaii</b></p>	
<p>4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS 7 CFR 330.400, 7 CFR 318.13, 7 CFR 318.47, 7 CFR 318.30, 7 CFR 318.60, 9 CFR 94.5 ,</p>	

5. PORTS OF COVERAGE:

**WASHINGTON STATE AREAS (Covered by) USDA OFFICES IN: Spokane, Seattle, Ellensburg**

6. I/We agree to the following:

### General

This Compliance Agreement (CA) that regulates the handling and transport of Garbage and Regulated (domestic) Garbage of Hawaiian origin only authorizes Hawaiian Waste Systems, LLC and its authorized representatives to handle and transport Garbage and Regulated (domestic) Garbage from the State of Hawaii to the Roosevelt Regional Landfill, Washington, in accordance with the provisions of the applicable Federal Quarantines and the Administrator's approval and under the following conditions approved by the United States Department of Agriculture, Animal Plant Health Inspection Service, Plant Protection and Quarantine (USDA, APHIS, PPQ). Specifically, this Compliance Agreement applies to the handling and disposal of Garbage and Regulated (domestic) Garbage from the State of Hawaii, baled in adhesive backed plastic film barriers made of low density polyethylene (LDPE). The bales are to be transported from the State of Hawaii by barge to Roosevelt, Washington, by truck to the Roosevelt Regional Landfill in Klickitat County, and then buried without breaking and spreading waste and in accordance with the regulations for solid waste disposal and all applicable Federal, State, and Local ordinances. All Foreign Garbage, not of Hawaii origin, is specifically prohibited from movement under this compliance agreement.

### DEFINITIONS

Terms found in the agreement shall refer to the following:

**Agricultural waste** Byproducts generated by the rearing of animals and the production and harvest of crops or trees. Animal waste, a large component of agricultural waste, includes (e.g.) feed waste, bedding and litter, and feedlot and paddock runoff from livestock, dairy, and other animal-related agricultural and farming practices.

**Bale** means the confined unit of Garbage and Regulated (domestic) Garbage that has been approved for transport and burial. Bales are formed meeting all APHIS requirements in 7CFR330.

**Barge** means the conveyance via ocean and Columbia River on which the Garbage and Regulated (domestic) Garbage will be carried.

**Collections of agricultural waste and yard waste** refers to bulk collections/pick-up of waste which is made up of primarily agricultural waste and yard waste. All collections of agricultural and yard waste shall not be accepted.

**Commingling** means the mixing of any regulated and non-regulated materials (including incinerated ash) within the bales, at any staging or transport area.

**Company Name** – Hawaiian Waste Systems, LLC; (HWS)

**Compression** refers to the process in which the waste articles are crushed under high pressure, expelling air from, and compacting waste articles into a high density bale.

**Foreign Garbage** means all materials, associated with fruits, vegetables, meats or animal products, that have been removed (in Hawaii) from any means of conveyance originating from a port outside the continental United States (including Alaska) or Canada, which has not been treated in accordance with 7 CFR part 330 for foreign pests and animal diseases. The disposal method described in this compliance agreement has not been evaluated for the risk of animal diseases.

**Garbage** is defined as urban (commercial and residential) solid waste from municipalities on any Hawaiian island.

**Inspector** A properly identified employee of the USDA or other person authorized by the USDA to enforce the provisions of the Plant Protection Act and related legislation, quarantines, and regulations.

**Offloading** means to move bales from the means of conveyance to its final destination spot; the bales will not be placed on any other means of conveyance.

**Patch** is made of impermeable film made of low density polyethylene, of at least 16 micrometers thickness, that is coated on one side with a non-hardening mastic/adhesive. The patch must be sufficient to establish an airtight seal.

**Plant pest** means any living stage of any insects, mites, nematodes, slugs, snails, protozoa, or other invertebrate animals, bacteria, fungi, other parasitic plants or reproductive parts thereof, viruses, noxious weeds, or any organisms similar to or allied with any of the foregoing, or any infectious substances which can directly or indirectly injure or cause disease or damage in any plants or parts thereof, or any processed, manufactured, or other products of plants.

**PPQ Hawaii** means the local office of the United States Department of Agriculture, Animal Plant Health Inspection Service, Plant Protection and Quarantine (USDA, APHIS, PPQ), Port of Honolulu located at 3375 Koapaka Street, Honolulu, HI 96819, phone number, (808) 861-8446 and fax, (808) 861-8450.

**PPQ Washington** means an office of the USDA, APHIS, PPQ in Washington State; located at 222 N. Havana Street, Spokane, WA 99202, phone number, (509)353-2950 and fax, (509)353-2637.

**Puncture** - any hole which is found in the plastic of the bale which goes through all four layers of the wrapping.

**Regulated (domestic) Garbage** refers to articles generated in Hawaii that are restricted from movement to the continental U.S. under various quarantine regulations established to prevent the spread of plant pests (including insects, disease, and weeds) into areas where the pests are not prevalent.

**Rewrapping** means the entire bale is rewrapped again using the exact same material and same amount of materials as in the initial wrap of bales. The original wrap will not be removed from the bale.

**Roosevelt Regional Landfill** refers to the landfill site located at 500 Roosevelt Grade Road, Roosevelt, Washington.

**Rupture** refers to a rupture or tear in the wrapping film where an observer or inspector is able to see Garbage and Regulated (domestic) Garbage that is no longer covered by film.

**Shredding** refers to the process used to reduce bulky articles into scraps.

**Soil** means the loose surface material of the earth in which plants grow, in most cases consisting of disintegrated rock with an admixture of organic material and soluble salts.

**Staging Area** refers to the solid flat impervious surface of asphalt or cement located at Roosevelt, WA where the bales will be staged pending transport to final destination. Wrapping machine will be located at this location.

**Tear** means any rupture found in the plastic of the bales which goes through all four layers of wrapping.

**Transloading** means the movement of Garbage and Regulated (domestic) Garbage from one means of conveyance to any other means of conveyance.

**Transport Area** refers to the location where bales approved for movement onto the barge are positioned for loading. The transport area is located pier side of Pier 5 at Kalaeloa Barbers Point Harbor.

**Washington compliance agreement** refers to the agreement between PPQ Washington and Hawaiian Waste Systems, LLC, 1011 SW Klickitat Way #C-109, Seattle, WA 98134.

**Wrapping** The wrapping material shall be an impermeable film made of low density polyethylene, of at least 16 micrometers thickness, that is coated on one side with a non-hardening mastic/adhesive. Bales are mechanically wrapped to achieve an air tight seal.

**Wrapping Area** refers to the station where the bale wrapping machinery is located. The wrapping equipment will be located at the baling facility in Hawaii and the staging area at the Port of Roosevelt.

**Yard waste** – Solid waste composed predominantly of grass clippings, leaves, twigs, branches, and other garden refuse.

### **Garbage and Regulated (domestic) Garbage Handling Procedures**

The risk assessments for the movement of Garbage and Regulated (Domestic) Garbage were conducted based on the specific details provided by HWS. These details include the exclusion of incinerator ash and the removal of all hazardous and liquid waste prior to baling. HWS will notify PPQ if the company plans change to include such materials so that the proper risk assessments can be conducted.

Garbage and Regulated (domestic) Garbage arriving by transport barge in Washington State from State of Hawaii will be categorized as Garbage and Regulated (domestic) Garbage. All Garbage and Regulated (domestic) Garbage arriving in Washington State will be baled using technology specified in 7 CFR 330.400, to create wrapped bales weighing approximately 1.5 to 4 tons. All waste bales shall be structurally sound and wrapped with a minimum of four layers of low density impermeable plastic film to provide an airtight and leak-proof enclosure. This will be demonstrated by conformance to applicable Hawaii Compliance Agreements. The Garbage and Regulated (domestic) Garbage will be continually maintained in securely closed and leak-proof bales which have been properly sealed in Hawaii, and will be disposed of in an approved manner at the Roosevelt Regional Landfill in Washington State. Every necessary precaution must be taken to reduce risk of opening or damage to the bale in Washington where the garbage is a quarantine article.

Upon arrival in Washington State the bales of Garbage and Regulated (domestic) Garbage will be routed directly to the Port of Roosevelt and inspected by a HWS supervisor to verify that the wrapping of the bales is intact. The condition of bales will be noted on the manifest for each numbered bale. The Garbage and Regulated (domestic) Garbage will be kept completely segregated at all times from all other kinds of waste and non-regulated garbage during packaging and staging to eliminate commingling of materials. Any other material (regulated or non-regulated, such as non-rolling equipment, empty containers, and non-regulated recyclables) placed on the same barge as the bales of Garbage and Regulated (domestic) Garbage must be secured to the barge in such a manner that they will not move or come in contact with the wrapped bales. Any other material placed on the same barge must be separated from the bales of Garbage and Regulated (domestic) Garbage approved for movement under this compliance agreement and must be easily distinguishable from the bales of Garbage and Regulated (domestic) Garbage approved for movement under this compliance agreement.

Equipment used during transloading operations will be appropriately blunted to minimize the potential for punctures, ruptures, or tears. A HWS supervisor will be present during all trans-loading and ensure proper handling equipment is used.

Each bale will be inspected and marked with a manifest and tracking identification number. The inspection of the wrapping of the bale will be noted on the bale manifest prior to allowing the bale to progress to the next protocol step.

Any time a puncture, rupture, or tear is detected, the bale will be visibly marked and moved to a designated area for subsequent patching or rewrapping. Punctures, ruptures, and tears which are 6 inches or smaller, will be covered with an adhesive patch which will extend at least 6 inches beyond the limits of the tear or puncture. Punctures, ruptures, and tears which are more than 6 inches, will be covered with a patch and then re-wrapped. Any bales that have been repaired shall be prioritized for immediate transport to the landfill. The bale manifest will note any patch, any re-wrapping, and delivery to the landfill. If a bale is broken open, appropriate clean up procedures will be implemented per the clean up protocols of this compliance agreement.

A wrapping machine will be located at the Port of Roosevelt which is currently the only transfer, staging and handling point approved for transloading. HWS will establish protocols for ensuring wrapped bales are properly inspected throughout the handling and loading processes. These protocols will be written, and available to USDA APHIS and/or its designated cooperators and HWS supervisors.

The protocol must include at least one point in the process where the wrapping around the bale is completely and thoroughly inspected from every angle for punctures or tears. HWS will have a supervisor present at the transloading from barge to truck at the Port of Roosevelt, WA docks and must be able to safely view this inspection in action. A record on the bale manifest will show by initials or some other accountable way that a thorough inspection was performed and that no punctures or tears were found.

Imperfectly sealed bales will be visibly marked and sent to the staging area for rewrapping. Movement and rewrapping of bales will be recorded on the bale manifest. Bale identification numbers of bales requiring rewrapping prior to departure from Hawaii will also be available for review.

Bales will be re-inspected for punctures, ruptures, and tears any time the bales are moved or an incident occurs that would increase risk of puncturing, rupturing or tearing the bales.

### **The Staging and Transport Area**

This is a new process for handling Garbage and Regulated (domestic) Garbage from Hawaii. The integrity of the bales at the Hawaii port is important to review and maintain throughout the entire baling and transportation process. All punctures, ruptures, and tears will be documented and reported regularly. All spills will be documented on the bale manifest and reported immediately to the HWS Supervisor for proper cleaning in accordance with Appendix 1 of this compliance agreement. All spills will be reported to PPQ immediately.

Garbage and Regulated (domestic) Garbage handling procedures pertinent to the transport and staging areas will be conspicuously posted. The procedures must be in English and other appropriate languages.

The staging and transport area shall be kept clean and free of loose garbage and soil. The areas will be controlled for birds, rodents, mollusks, and any other pests that may be attracted to the bales.

Very little biodegradation or production of gases occurs in the properly compressed and wrapped bales. Therefore, wrapped bales which exude unusual odors, or bulges could indicate improper processing and will immediately be completely rewrapped. The bale identity and the company's supervisor inquiry will be noted for tracking results. Re-wrapped bales will be prioritized for movement to the landfill.

After inspection at the first port of call at Roosevelt, Washington the Garbage and Regulated (domestic) Garbage will be trucked to the Roosevelt Regional Landfill.

The designated landfill, Roosevelt Regional Landfill meets the criteria of a modern facility that meets regulations and EPA guidelines for design and operations. HWS will immediately notify Honolulu and Washington PPQ if the landfill fails to meet these standards and will discontinue transport of Garbage and Regulated (domestic) Garbage until authorized by PPQ.

USDA, APHIS, or its designated cooperators in Washington shall be notified by facsimile 48 hours in advance (during normal business hours -Monday-Friday, 0730-1600 hours) of each Garbage and Regulated (domestic) Garbage shipment arrival at the mouth of the Columbia River. This notification may be followed up with alternate means of communication (i.e. phone, email) at the discretion of HWS.

The notification shall include:

Barge name and Voyage no.

Date of departure from the State of Hawaii

First Port of Entry to continental U.S.

Estimated date and time of arrival at the first port of entry to Continental U.S.

Name and phone number of the contact personnel responsible for the shipment.

A list of the identification numbers for the bales in the shipment.

USDA APHIS or its designated cooperators will be notified by facsimile 48 hours prior to the trans-loading of the Garbage and Regulated (domestic) Garbage from the staging area to road trailers (during normal business hours -Monday-Friday, 0730-1600 hours). This notification may be followed up with alternate means of communication (i.e. phone, e-mail) at the discretion of HWS. The company must have a supervisor on site at all

times to monitor the loading and securing of the bales on the trailers before transport to the Roosevelt Regional Landfill.

Garbage and Regulated (domestic) Garbage staged at the Port of Roosevelt will be cleared from the staging area prior to the arrival of a second barge but in no way shall the total of 75 days from the date of wrapping be exceeded. Once the bales are transported from the staging area to the landfill they must be buried in lined landfill cells under a minimum of 6 inches of soil in the Roosevelt Regional Landfill within 24 hours of arrival as required by EPA guidelines. The landfilled bales must be completely buried under a minimum of 7 feet of material in the Roosevelt Regional Landfill within 75 days of being staged in Hawaii.

A HWS supervisor will be present during all handling and transport of Garbage and Regulated (domestic) Garbage. The company operates under this compliance agreement and operations will be monitored by USDA APHIS and/or its designated cooperator.

The vehicle transporting the bales of Garbage and Regulated (domestic) Garbage from the Roosevelt, WA docks must take a direct and expeditious route to the Roosevelt Regional landfill where burial will take place. Drivers must report any spills or breakage immediately to the HWS Supervisor for proper cleaning. The spill or breakage must be cleaned immediately according to Appendix 1 of this compliance agreement. All spills or breakages must be documented on bale manifest and reported to PPQ immediately.

HWS will arrange and ensure the transport of Garbage and Regulated (domestic) Garbage directly to the Roosevelt Regional landfill by the transportation method and route approved under the APHIS-PPQ Washington State Compliance Agreement. Routing will be shown on the shipping manifests for the barge, and will be available for review.

The routing of Garbage and Regulated (domestic) Garbage from Hawaii is to be directly to the Roosevelt, WA dock. Hawaii PPQ will approve the routing which shows the designated Port of Entry. No other stops are approved while enroute to the Roosevelt, WA dock.

Transloading of the Garbage and Regulated (domestic) Garbage from barge to barge is prohibited. Transloading of the Garbage and Regulated (domestic) Garbage from barge to over-the-road carriers/trailers will be restricted to the designated staging area at the Port of Roosevelt dock and inter-modal facility.

HWS will use only the Roosevelt Regional Landfill as described under the APHIS-PPQ Washington State office Compliance Agreement. Any deviation from this designated landfill must be authorized through a different Compliance Agreement approved by USDA-APHIS-PPQ.

HWS is responsible for all Garbage and Regulated (domestic) Garbage it transports and will not allow its unauthorized removal, diversion, or use.

Should HWS subcontract transport, handling, storage, or final destination of Garbage and Regulated (domestic) Garbage to another firm then that firm must also be a USDA approved company and under compliance with USDA, APHIS, PPQ. PPQ in Hawaii and Washington will be notified in advance if another firm is to be used. Substitution and approval is NOT automatic. Movement of Garbage and Regulated (domestic) Garbage may be temporarily or indefinitely delayed depending on the outcome of the approval process.

Bales which are punctured, ruptured, or torn and require rewrapping must be visibly marked for easy observation. The marked bales will be moved to the designated staging area for bales requiring rewrapping. The staging area will clearly separate bales for rewrapping from other bales.

Garbage and Regulated (domestic) Garbage must be processed under the described conditions and securely lodged on the barge prior to departure from Hawaii. To avoid accidental shipment of bales marked for rewrapping, bales for rewrapping must be immediately removed and separated from the bales for immediate transport. This separate area will be clearly designated for both the garbage handlers and the inspector.

### **Marking and Identification of Bales**

The bales must be permanently marked with the words “**REGULATED GARBAGE,**” printed in a contrasting color to the wrap. The size of the letters shall be 3 inches in height and easily visible and legible.

Manifest and tracking identification numbers required on each bale include the Bale Identification Number, the Date Wrapped, and the Date Placed in Staging Area. These markings must be in a contrasting color to both the wrap and the words “**REGULATED GARBAGE.**” Markings on all bales must be viewable without moving the bales or climbing on top bales by the USDA APHIS PPQ inspector and/or designated cooperators. If markings are not viewable as stated above, a HWS operator will need to move the bales for viewing.

### **Transport, staging and handling areas**

Wrapped bales are clean and shall be handled so that they stay free of soil and attractant debris. No “grounding” or staging of the bales on Washington soil will be allowed. All staging will be conducted on a level, solid and impervious surface of asphalt or cement.

All necessary safety precautions and anticipated precautions will be discussed with Washington PPQ prior to set up of the equipment.

Any bale dropped or torn during the transport process must be immediately patched or removed and rewrapped.

Bales will not be lifted higher than 3 meters except by recorded incident/explanation.

All Garbage and Regulated (domestic) Garbage must be protected from birds, rodents, and mollusks during staging and transport.

The bales of Garbage and Regulated (domestic) Garbage will be isolated from close proximity to exposed fresh fruits, plants, or other activities which may attract hitchhiking plant pest. Barriers will be erected if this occurs due to unusual and unavoidable circumstances if the operations cannot be moved.

### **CLEANUP PROCEDURES FOR GARBAGE AND REGULATED (DOMESTIC) GARBAGE SPILLS AND EQUIPMENT**

HWS must provide personnel and appropriate measures to control the Garbage and Regulated (domestic) Garbage in the event of a spill or other emergency. HWS will follow the clean-up protocols specified for spills as outlined in Appendix 1 of this compliance agreement. Any changes to these protocols must be reviewed and approved by USDA, APHIS, PPQ, and all appropriate Federal, State and Local regulations.

In the event of a spill or leak the trailer must be cleaned at the disposal site by using a method approved for use at the site. The barge transport must also be inspected for spills that may have occurred during transit.

A contingency plan should be in place to handle any spills or breakage during any part of the voyage, transloading, offloading, and/or transportation of the bales. All company employees, designees, drivers, and handlers of the baled Garbage and Regulated (domestic) Garbage shall be informed of the contingency plan.

### **Waste Spill Protocol for the breakage of bales on land**

In the event that a bale is ruptured during offloading, the following mitigation measures will be immediately enacted:

- 4) The ruptured bale and its contents will be isolated .
- 5) A cleanup crew will scoop up the contents and any remnants of the broken bale and place it in waiting super-sacks – polypropylene bags with spread straps for machine lifting --lined on the interior with a 6-mil plastic liner.
- 6) Once loaded, the plastic liner inside the super-sack will be folded over the material and sealed with duct tape, thus creating a “burrito” wrapped waste bale. The sealed waste bale will then be secured inside the super sack to allow lifting the recovered waste to and from transportation equipment.
- 4) The super-sacks will be lifted with a forklift or similar equipment and placed on a flatbed trailer or similar transportation equipment for transport to the active face of the Landfill.

Upon reaching the active face of the Landfill the super sacks containing “burrito” bags will be lifted and placed in the waste pile for subsequent coverage by other waste or soil cover.

**APPENDIX 1 clean up protocols will be follow, attached to this document.**

If spillage occurs during transport, USDA, APHIS, PPQ must be notified immediately. See list of contact numbers provided below:

**Contact Numbers**

The contact phone and fax numbers for the USDA offices are as follows:

<b>USDA OFFICE</b>	<b>CONTACT</b>	<b>PHONE</b>	<b>FAX</b>
Spokane, WA 2637	George Bruno or Steve Miller	(509) 353-2950	(509) 353-
Ellensburg, WA 4678	Jordan Krug	(509) 925-1188	(509) 925-
Seattle, WA 9043	Barbara Chambers, SPHD	(206) 592-9057	(206) 592-

## TRAINING

HWS shall present a training program to employees before they are permitted to handle and transport or supervise the handling and transport of Garbage and Regulated (domestic) Garbage. This training program should be at least one (1) hour in duration. Previously trained employees shall be provided review training annually. A record of employees and their training dates shall be maintained and available for PPQ review.

The training package must be approved by the local PPQ officer in charge, and may include both formal classroom training and on-the-job training. It must contain the following topics:

Procedures for maintaining control of Garbage and Regulated (domestic) Garbage

Define “Garbage” and “Regulated (domestic) Garbage” and “Foreign Garbage”

Explain the regulation and its purpose.

Explain the compliance agreement and its purpose.

Include film, slides, or other training aids on Hawaiian soil, plant diseases and pests

Specifically outline, by demonstration, illustration, or picture, proper regulated garbage handling procedures and transport.

Explain the manifesting process.

Be presented in English and other appropriate languages.

Procedures for reporting and data; procedures and reporting results of inspection of bales

Procedures for cleaning affected equipment and areas.

Records of training administered to employees shall be made available to PPQ personnel upon request.

## RECORDS AND MONITORING (INSPECTIONS)

HWS must maintain a log which records bale identification, date of baling, inspections done, any remedial measures (e.g., patches, rewrapping), and must document any spills or other mitigation actions taken.

HWS must maintain records to indicate the date, weight, container number, and seal number when each load is destroyed. The records must be maintained and be available upon request by USDA-APHIS-PPQ.

HWS must maintain a log which records the date, time, number, type and weight of the containers of Garbage and Regulated (domestic) Garbage transported and disposed of, and the name of the vehicle's driver. This log will be made available to PPQ upon request. These records must be kept for a minimum of 3 years from the end of the month that the movement was made.

To ensure compliance, PPQ officers will be permitted access to the firm's premises and relevant records without prior appointment.

## ENVIRONMENTAL PROTECTION AND OTHER REGULATORY AGENCIES

By signing this agreement, the signer certifies that his/her facility has met or will meet the requirements of all applicable environmental and any other applicable regulatory authorities in addition to the Garbage and Regulated (domestic) Garbage handling procedures specified by the Animal and Plant Health Inspection Service.

## NOTIFICATION

PPQ shall be notified within 7 days of any change in business status, business operations, telephone number, business address, management, ownership or business dissolution.

## COMPLIANCE

This compliance agreement is nontransferable. If the person identified in section 7 as the signer of PPQ Form 519 leaves their present employer, company or position, then he/she must notify the local PPQ office immediately. This agreement will then be terminated.

If Garbage and Regulated (domestic) Garbage is to be handled by other personnel within the company, those persons must be under the permittee's supervision and must be aware of and able to adhere to all stipulations in this agreement.

This compliance agreement may be amended as necessary by USDA, APHIS, PPQ. HWS will be notified of all amendments.

**NOTE:** "Any person who knowingly violates the Plant Protection Act (PPA) (7 U.S.C. §§ 7701 et. Seq.) And/or the Animal Health Protection Act (AHPA) (7 U.S.C. §§ 8301 et. Seq.) may be criminally prosecuted and found guilty of a misdemeanor which can result in penalties, and one year prison term, or both. Additionally, any person violating

the PPA and/or the AHPA may be assessed civil penalties of up to \$250,000 per violation or twice the gross gain or gross loss for any violation that results in the person deriving pecuniary gain or causing pecuniary loss to another, whichever is greater.”

**WITHDRAWAL OF COMPLIANCE AGREEMENT**

This compliance agreement may be canceled, by a PPQ Officer orally or in writing, if such officer determines that the holder thereof has not complied with any of the conditions stated in this compliance agreement. If the cancellation is oral, the cancellation and the reasons for the cancellation will be confirmed in writing as promptly as circumstances allow. Any person whose compliance agreement has been canceled may appeal the decision in writing to USDA- APHIS- PPQ within ten (10) days after receiving the written notification of the withdrawal. The appeal must be directed to the State Plant Health Director of Washington. The appeal must state all of the facts and reasons upon which the person relies to show that the compliance agreement was wrongfully canceled. USDA-APHIS-PPQ shall grant or deny the appeal, in writing, stating the reasons for such decision, as promptly as circumstances allow. If there is a conflict as to any material fact, a hearing shall be held to resolve such conflict. Rules of practice concerning such a hearing will be adopted by USDA-APHIS-PPQ.

**Agreement**

By signing this agreement, the primary holder of Hawaiian Waste Systems, LLC agrees to maintain the scope and intention of this compliance agreement. The signature further certifies that the listed business has met or will meet the requirements of all other applicable environmental authorities prior to the processing of any USDA, APHIS, PPQ Garbage and Regulated (domestic) Garbage.

This agreement may be immediately canceled or revoked for noncompliance.

I have read and understand the conditions of this compliance agreement.

6. Signature	7. Title	8. Date Signed
The affixing of the signatures below will validate this agreement, which shall remain in effect until canceled, but may be revised as necessary or revoked for noncompliance.		
10. Date of Agreement	11. Agreement Number	
PPQ OFFICIAL (Name and Title)  Signature	ADDRESS	
STATE AGENCY OFFICIAL (Name and Title)	ADDRESS	

Signature	
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PPQ FORM 519  
(FEB 2002)