

MUSE

105

Tracking #: 329305

EQ - The Environmental Quality Company Waste Characterization Report

I authorize EQ - The Environmental Quality Company to choose the appropriate method of waste management, from the technologies offered, at the EQ facilities identified below.

<input type="checkbox"/> Michigan Disposal Waste Treatment Plant (Stabilization and Treatment)	49350 North I-94 Service Drive, Belleville, Michigan 48111 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #MID000724831
<input type="checkbox"/> Wayne Disposal, Inc. (Hazardous & PCB Waste Landfill)	49350 North I-94 Service Drive, Belleville, Michigan 48111 Phone: 1-800-592-5489 Fax: 1-800-592-5329	EPA ID #MID048090633
<input type="checkbox"/> EQ Detroit, Inc. (Stabilization, Wastewater Treatment)	1923 Frederick, Detroit, MI 48211 Phone: 1-800-495-6059 Fax: 1-313-923-3375	EPA ID #MID980991566
<input type="checkbox"/> EQ Resource Recovery, Inc. (Solvent Recycling, Fuel Blending, WW Treatment)	36345 Van Born Road, Romulus, Michigan 48174 Phone: (734) 727-5500 Fax: (734) 326-4033	EPA ID #MID060975844
<input type="checkbox"/> EQ Florida, Inc. (Drum Consolidation, Labpack Decommissioning)	7202 East Eighth Ave., Tampa, FL 33619 Phone: 1-800-624-5302 Fax: 1-813-628-0842	EPA ID #FLD981932494
<input type="checkbox"/> EQ Detroit Transfer and Processing (Drum Transfer/Universal Waste Handling)	2000 Ferry Street, Detroit, MI 48211 Phone: (313) 923-0080 Fax: (313) 922-8419	EPA ID #MIK939928313
<input type="checkbox"/> EQIS Indianapolis Transfer and Processing (Drum Transfer/Non-Hazardous Waste Processing)	2650 N. Shadeland Avenue, Indianapolis, IN 46219 Phone: (317) 247-7160 Fax: (317) 247-7170	EPA ID #IND161049309
<input type="checkbox"/> EQIS Atlanta Transfer and Processing (Drum Transfer/Non-Hazardous Waste Processing)	5600 Fulton Industrial Blvd., Atlanta, Georgia 30336 Phone: (404) 494-3520 Fax: (404) 494-3560	EPA ID #GAR000039776
<input type="checkbox"/> EQ Augusta, Inc. (Wastewater Treatment)	3920 Goshen Industrial Blvd., Augusta, GA 30906 Phone: 706-771-9100 Fax: 706-771-9124	EPA ID #GAR000011817

Waste Common Name: Black Soil for treatment to subtitle D

Section 1 - Generator & Customer Info

<p>SIC/NAICS*: Generator EPA ID: PAD-045-837-197</p> <p>Generator: ABB, INC Address: MUSE-BISHOP ROAD City: MUSE State: PA Zip: 15350 County:</p> <p>Mailing Address Address: 2000 DAY HILL RD City: WINDSOR State: CT Zip: 06095</p> <p>Generator Contact Name: Elaine Hammick Title: Phone: (860) 285-5734 Fax: () -</p>	<p>Invoicing Company Company: AMERICAN WASTE MGMT-OH 5 Address: ONE AMERICAN WAY City: WARREN State: OH Zip: 44484-5555 Country:</p> <p>Invoicing Contact Name: Phone: () - Fax: () -</p> <p>Technical Contact Name: Phone: () - Fax: () - Mobile: () - E-mail:</p>	<p>EQ Customer No.: 848</p> <p>Pager: () -</p>
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*For a list of NAICS codes, please refer to Section 9 of the EQ Resource Guide.

Section 2 - Shipping & Packaging Info

- 2.1) Shipping Volume & Unit: 750-120tons Frequency: One Time Only
2.2) DOT Shipping Name: RQ, Hazardous waste solid, N.O.S. (Tetrachloroethylene, Trichloroethylene), 9, UN3077, PGIII
2.3) Is this waste surcharge exempt? Yes No (If you answered "Yes" to question 2.3, select the Surcharge Exemption reason.)

2.4) Packaging (check all that apply)

- Bulk Solid (yd³ < 2000 lbs/yd³) Bulk Solid (Ton > 2000 lbs./yd³) Bulk Liquids (Gallon)
 Totes, Size Cubic Yard Boxes/Bags Drums, Size
 Other (palletized, 5 gal. Pail, etc.)

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

Section 3 - Physical Characteristics

- 3.1) Color: BLACK 3.2) Odor: mild solvent
3.3) Does this waste contain any "Potentially Odorous Constituents" as defined in the EQ Resource Guide? (Section 3) Yes No
3.4) Physical State at 70 ° F: Solid Dust/Powder Liquid Sludge
3.5) What is the pH of this waste? ≤ 2 2.1-4.9 5-10 10.1-12.4 ≥ 12.5
3.6) What is the flash point of this waste? <90 ° F 90-139 ° F 140-199 ° F ≥ 200 ° F
3.7) Does this waste contain? (check all that apply) None Free Liquids Oily Residue Metal Fines
 Biodegradable Sorbants Amines Ammonia Water Reactive Biohazard Aluminum
 Shock Sensitive Waste Reactive Waste Radioactive Waste Explosives Pyrophoric Waste Isocyanates
 Asbestos - non-friable Asbestos - friable Dioxins Furans

Section 4 - Composition / Generating Process

- 4.1) Describe the physical composition of the waste (i.e., soil, water, PPE, debris, key chemical compounds, etc.)

black ash from 20. to 40. %
debris (wood, plastic, glass) <3x3x3ft from 0. to 10. %
soil from 50. to 80. %

- 4.2) Provide a detailed description of the process generating this waste. (attach flow diagram if available).

Remedial cleanup at former landfill. The source of the original contamination is unknown. MA-WD-BL 25 012009 is the original FULL scan on the 500 yard pile of Black Soil. The original sample was taken as the PID meter went off, thus only sampling in the hot spots. Since the VOC's were high in the original sample, they took 4 more samples from the pile, one on the North Side MA-WD- BL- 25A, East Side MA-WD-BL-25B, South Side MA-WD- BL -25C and West side MA-WD-BL 25D. These results showed Hazardous for Trichloroethane and Tetrechloroethane in Areas A and C. The Generator wants to call all of Pile #25 hazardous. We feel since the analysis MA-WD-BL 25 012009 was only taken in the hot spots it is not representative of the waste that will be disposed of. The samples sent to EQ are representative of what they will receive for disposal. EQ received a composite sample of the site AA46943 and 5 additional samples. These 5 samples were analyzed individually: Middle pile (aa47033 & AA47034), West Pile (aa47035 & AA47036), and East Pile (AA47037). Based on the samples provided and the current analysis we would like EQ to treat the material to subtitle D. Please set up an alternative approval for treatment to subtitle C if the levels for subtitle D disposal can not be met using the alternative treatment standards for soil in both cases.

Section 5 - Is This Hazardous Waste?

Please refer to Section 5 of the EQ Resource Guide for a list of waste codes.

As determined by 40 CFR, Part 261 and Michigan Act 451 Rules:

Please list applicable waste code(s):

- 5.1) Is this an EPA RCRA listed hazardous waste (F, K, P or U)? Yes No
Comments:
5.2) Is this an EPA RCRA characteristic hazardous waste (D001-D043)? Yes No
Comments: D039 D040
5.3) Do any State Hazardous Waste Codes apply? Yes No
Comments:
5.4) Is this waste intended for wastewater treatment? Yes* No

If you answered "No" to questions 5.1, 5.2, and 5.3, please skip to Section 7.
If you answered "Yes" to question 5.4, please complete the WCR Addendum.

Section 6 - Hazardous Wastes

- 6.1) Does this waste exceed Land Disposal Restriction Levels? Yes No
 6.1a) If this waste stream is greater than 50% soil, does it meet the alternative soil treatment standards of 40 CFR 268.49? Yes No
 6.1b) Does this waste contain greater than 50% debris, by volume? (Debris is greater than 2.5 inches in size.) Yes No
 6.2) Is the waste an oxidizer (D001)? Yes No
 6.3) Does this waste contain reactive cyanide \geq 250 ppm (D003)? Yes No
 6.4) Does this waste contain reactive sulfide \geq 500 ppm (D003)? Yes No
 6.5) Please indicate which constituent concentrations are below or above the regulatory level. Please indicate the basis used in the determination. Either 'Below' or 'Above' **MUST** be checked for each constituent.

Based On: Generator Knowledge Analysis* MSDS*

*Please forward a copy. Analysis or MSDS are required for EQ Florida Non-hazardous wastes.

Code	Regulatory Level	TCLP (mg/l)	Concentration (if above)		Code	Regulatory Level	TCLP (mg/l)	Concentration (if above)
D004	Arsenic	5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D024	m-Cresol	200	<input checked="" type="radio"/> Below <input type="radio"/> Above
D005	Barium	100	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D025	p-Cresol	200	<input checked="" type="radio"/> Below <input type="radio"/> Above
D006	Cadmium	1	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D026	Cresols	200	<input checked="" type="radio"/> Below <input type="radio"/> Above
D007	Chromium	5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D027	1,4-Dichlorobenzene	7.5	<input checked="" type="radio"/> Below <input type="radio"/> Above
D008	Lead	5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D028	1,2-Dichloroethane	0.5	<input checked="" type="radio"/> Below <input type="radio"/> Above
D009	Mercury	0.2	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D029	1,1-Dichloroethylene	0.7	<input checked="" type="radio"/> Below <input type="radio"/> Above
D010	Selenium	1	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D030	2,4-Dinitrotoluene	0.13	<input checked="" type="radio"/> Below <input type="radio"/> Above
D011	Silver	5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D031	Heptachlor	0.008	<input checked="" type="radio"/> Below <input type="radio"/> Above
D012	Endrin	0.02	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D032	Hexachlorobenzene	0.13	<input checked="" type="radio"/> Below <input type="radio"/> Above
D013	Lindane	0.4	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D033	Hexachlorobutadiene	0.5	<input checked="" type="radio"/> Below <input type="radio"/> Above
D014	Methoxychlor	10	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D034	Hexachloroethane	3.0	<input checked="" type="radio"/> Below <input type="radio"/> Above
D015	Toxaphene	0.5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D035	Methyl Ethyl Ketone	200	<input checked="" type="radio"/> Below <input type="radio"/> Above
D016	2,4-D	10	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D036	Nitrobenzene	2	<input checked="" type="radio"/> Below <input type="radio"/> Above
D017	2,4,5-TP (Silvex)	1	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D037	Pentachlorophenol	100	<input checked="" type="radio"/> Below <input type="radio"/> Above
D018	Benzene	0.5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D038	Pyridine	5	<input checked="" type="radio"/> Below <input type="radio"/> Above
D019	Carbon Tetrachloride	0.5	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D039	Tetrachloroethylene	0.7	<input type="radio"/> Below <input checked="" type="radio"/> Above
D020	Chlordane	0.03	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D040	Trichloroethylene	0.5	<input type="radio"/> Below <input checked="" type="radio"/> Above
D021	Chlorobenzene	100	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D041	2,4,5-Trichlorophenol	400	<input checked="" type="radio"/> Below <input type="radio"/> Above
D022	Chloroform	6.0	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D042	2,4,6-Trichlorophenol	2	<input checked="" type="radio"/> Below <input type="radio"/> Above
D023	o-Cresol	200	<input checked="" type="radio"/> Below <input type="radio"/> Above	_____	D043	Vinyl Chloride	0.2	<input checked="" type="radio"/> Below <input type="radio"/> Above

- 6.6) If this is a characteristic hazardous waste, does it contain underlying hazardous constituents? Yes No
If you answered 'Yes', please list the constituents in Section 11.

Section 7 - Non-Hazardous Wastes

For a complete list of non-hazardous waste codes, please refer to Section 7 of the EQ Resource Guide.

Applicable waste code(s):

- 7.1) Is this a Michigan non-hazardous liquid industrial waste? Yes No
 Comments:
 7.2) Is this a Universal waste? Yes No
 7.3) Is this a Recyclable Commodity? (e.g.: computer monitors, free mercury, etc.) Yes No
 7.4) Is this waste a recoverable petroleum product? Yes No
 7.5) Is this waste used oil as defined by 40 CFR Part 279? Yes No

Section 8 - TSCA Information

- 8.1) What is the concentration of PCBs in the waste? None 0-5 ppm 6-49 ppm
 50-499 ppm 500+ ppm
- 8.2) Does the waste contain PCB contamination from a source with a concentration \geq 50 ppm? Yes No
If you answered 'None' to 8.1 and 'No' to 8.2, please skip to Section 9.
- 8.3) Has this waste been processed into a non-liquid form? Yes No
 If yes, what was the concentration of PCBs prior to processing? (ppm) N/A 0-499 500+
- 8.4) Is the non-liquid PCB waste in the form of soil, rags, debris, or other contaminated media? Yes No
- 8.5) Are you a PCB capacitor manufacturer or a PCB equipment manufacturer? Yes No
- 8.6) Has the PCB Article (e.g., transformer, hydraulic machine, PCB-contaminated electrical equipment) been drained/flushed of all PCBs and decontaminated in accordance with 40 CFR 761.60(b)? N/A Yes No

Section 9 - Clean Air Act Information

- 9.1) Is this waste subject to regulation under 40 CFR, Part 63, Subpart DD or 40 CFR, Part 264, Subpart CC (RCRA)? Yes No
 (Does the waste contain >500 ppm Volatile Organic Hazardous Air Pollutants - VOHAP's or Volatile Organic Compounds - VOC's?)
For a complete list of VOHAPs, please see Section 11 of the EQ Resource Guide.
- 9.2) Is this site, or waste, subject to any other MACT or NESHAP? Yes No
If yes, please specify:
- 9.3) Does this waste stream contain Benzene? Yes No
If you answered "No" to question 9.2, please skip to section 10.
- 9.4) Does the waste stream come from a facility with one of the SIC/NAICS codes listed under the Benzene NESHAP identified in 40 CFR 61, Subpart FF? Yes No
- 9.5) Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) \geq 10 Mg/year? Yes No
 For assistance in calculating the TAB, please see the TAB Worksheet in Section 9 of the EQ Resource Guide.
If you answered "No" to question 9.3 and 9.4, please skip to Section 10.
- 9.6) Does the waste contain > 10% water? Yes No
- 9.7) What is the TAB quantity for your facility? _____ Mg/year
- 9.8) Does the waste contain >1.0 mg/kg total Benzene? Yes No
- 9.9) What is the total Benzene concentration in your waste? (concentration) _____ (unit) _____

(Supporting analysis must be attached. Do not use TCLP analytical results. Acceptable laboratory methods include 8020, 8240, 8260, 602 and 624.)

*For a list of NAICS codes, please refer to section 9 of the EQ Resource Guide.

Section 10 - Fuel Blending Information

- 10.1) Is this waste intended for fuel blending? Yes* No
If you answered 'Yes' to question 10.1, please enter the following:
- Heat value (BTU/lb.) _____
 Chlorine (%) _____
 Water (%) _____
 Solids (%) _____
- 10.2) Is this waste intended for reclamation? Yes No (5-Gallon Sample required for all reclaim waste streams)

Section 11 - Constituent Information

Please identify your waste constituents from these four categories: **Underlying Hazardous Constituents (UHC's), Volatile Organic Hazardous Air Pollutants (VOHAP's), Volatile Organic Compounds (VOC's) and Toxic Release Inventory Constituents (TRI)**

Constituent	Concentration	UHC?
Acenaphthene	1.4 mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Anthracene	1.2 mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Bis(2-ethylhexyl)phthalate	87. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No

Please see Section 11 of the EQ Resource Guide for a list of UHC's, VOHAP's and VOC's. For a complete list of TRI constituents, please refer to 40 CFR 372.65.

Section 11 - Constituent Information

Please identify your waste constituents from these four categories: Underlying Hazardous Constituents (UHC's), Volatile Organic Hazardous Air Pollutants (VOHAP's), Volatile Organic Compounds (VOC's) and Toxic Release Inventory Constituents (TRI)

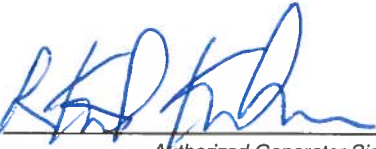
Constituent	Concentration	UHC?
Chlorobenzene	5.5 mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Dimethylphenol	13. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Di-n-butyl phthalate	9.3 mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Di-n-octyl phthalate	32. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Ethyl Benzene	310. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Methyl ethyl Ketone	60. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Methyl isobutyl ketone	190. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Naphthalene	81. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Phenol	27. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Tetrachloroethylene	57. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Toluene	540. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Trichlorobenzene	2.1	<input checked="" type="radio"/> Yes <input type="radio"/> No
Trichloroethylene	42.	<input checked="" type="radio"/> Yes <input type="radio"/> No
Xylenes	2,000. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Methyl chloride	4.1 mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Isophorone	240. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Dichlorobenzene	14. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
PCBs	15.1 mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Dichlorobenzene	110. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No
Isopropylbenzene	31. mg/kg	<input checked="" type="radio"/> Yes <input type="radio"/> No

Please see Section 11 of the EQ Resource Guide for a list of UHC's, VOHAP's and VOC's. For a complete list of TRI constituents, please refer to 40 CFR 372.65.

Section 12 - Certification

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

Comments:

Generator:  R. Keith Kraueshase
Authorized Generator Signature Printed Generator Name

Company: ABB Inc Title: Director, Enviro Engineering Date: 8/25/09

The generator's signature **MUST** appear on the EQ Waste Characterization Report. If the generator has authorized a third party to certify this document, a written notice (on generator letterhead) must accompany this submittal. Although the EQ Resource Team is authorized to make certain modifications to the information provided on this form, the addition or removal of waste codes and waste constituents must be documented by the generator.

STANDARD TERMS AND CONDITIONS

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

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

Definitions.

The following definitions shall apply for purposes of this Agreement:

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

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

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

Control of Operations.

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter,

"Waste Management Facility"), including, without limitation, maintaining EQ's desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

Identification of Waste.

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

Non-Conforming Wastes.

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

Customer Warranty - Title to Wastes.

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

Customer Warranty - Acceptable Wastes.

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

Customer Warranty - Compliance with Laws.

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

Customer Warranty - Updating Information.

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

Customer Indemnity.

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

Force Majeure.

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

Governing Laws.

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