

PETROLEUM CONTAMINATED SOIL
AGREEMENT

This Agreement dated _____, by and between PVT LAND COMPANY LTD. ("PVT") and _____, ("User"), whose principal business address is _____, business telephone number is _____, and business fax number is _____ will allow User to dispose acceptable Petroleum Contaminated Soil material in PVT Landfill ("landfill") in accordance with the terms and conditions of this Agreement.

1. **LANDFILL HOURS.** Subject to change without notice, the landfill will only accept Petroleum Contaminated Soil loads Mondays through Fridays from 7:00 a.m. to 3:30 p.m., unless canceled due to rain. All Petroleum Contaminated Soil loads must be scheduled twenty-four (24) hours before delivery. PVT has the right to turn away any load that is not scheduled. Unless otherwise notified, landfill hours shall not include Saturdays, Sundays, federal holidays and state holidays. Further, PVT reserves the right to close and deny disposing at the landfill at any time for any purpose, including but not limited to the purposes of repair, maintenance and renovation of the landfill.

2. **RATES.** The rates and charges for disposing of Petroleum Contaminated Soil material at the landfill are available for inspection at PVT's office or may be requested by contacting PVT. User acknowledges that these rates and charges are subject to change by PVT without notice.

3. **MINIMUM ANALYTICAL REQUIREMENT FOR INCOMING PETROLEUM-CONTAMINATED SOIL.**

(a) In accordance with the Department of Health (DOH) Office of Solid Waste Management (OSWM) permit RM-0029-95, only petroleum contaminated soil from known sources can be accepted for treatment. Generators must provide reliable documentation describing the nature and source of the contamination. Allowable petroleum contaminants are limited to the following petroleum products: gasoline, diesel or heavier oils. Soils containing other petroleum derived contaminants cannot be accepted into the facility. Soils containing greater than 1.0 ppm polychlorinated biphenyl's (PCB's) cannot be accepted for treatment.

(b) All incoming petroleum contaminated soil must be tested prior to acceptance for treatment. The primary purpose of this testing is to screen for potential constituents, such as metals, which could preclude acceptance for treatment. The secondary purpose of this testing is to provide an indication of the approximate magnitude of the contamination which is used by the facility for internal handling process treatment purposes. The testing protocol outlined below is not intended for use determining "clean" versus "contaminated" material. All soil which has been impacted by petroleum or has otherwise been generated as a result of a remedial activity for petroleum contamination will be considered contaminated and subject to applicable treatment and disposal fees prior to acceptance at the facility. The minimum requirements for sampling and chemical testing of incoming soil are as follows:

(i) **Sampling Frequency and Procedures:**

Samples for chemical testing must be collected and preserved in accordance with the DOH UST Technical Guidance Manual (August 1992) and EPA SE-846. Persons conducting the sampling must be qualified (experienced) environmental professionals. Sampling locations should generally be randomly selected to be representative of the soil, but should include any suspected "hot spots". Samples of stockpiled soil should be collected from interior portions of the stockpile as opposed to near the surface. Potential problems during our review of sampling procedures and laboratory test data may be minimized by discussing the sampling and testing procedures in advance with the environmental consultant for the treatment facility.

Representatives of the PVT Treatment Facility and the environmental consultant for the treatment facility shall be permitted to inspect prospective soil at the site of origin prior to delivery to the treatment facility.

Sampling frequency for quantity of less than 200 tons. At least one discreet representative soil sample per 25 tons shall be collected. Samples may be composited by the laboratory (not in the field) for testing at not less than one set of tests per 100 tons of soil (up to four samples per composite).

Sampling frequency for quantity of 200 or more tons. At least one discreet representative soil sample per 50 tons shall be collected. Samples may be composited by the laboratory (not in the field) for testing at no less than one set of test per 200 tons of soil.

Note: Overestimating tonnage for determining frequency of sampling and testing is recommended. All incoming soil is weighed upon arrival at the facility.

(ii) **Laboratory Testing Protocol:**

Samples must be delivered in a chilled state within 24 hours to a chemical testing laboratory. The chemical testing laboratory must be approved for use by the environmental consultant for the treatment facility. If the environmental consultant for the treatment facility is unfamiliar with the testing laboratory, a statement of qualifications and/or quality assurance documents may be required to be submitted from the laboratory for review.

The following chemical testing is required:

- * Toxicity Characteristic Leaching Procedure (TCLP) metals including
-TCLP cadmium (EPA method 1311 / 7130 or 6010),

- TCLP chromium (EPA method 1311 / 7190 or 6010), and
- TCLP lead (EPA method 1311 / 7420 or 6010);

* Ignitability;

* Total metals including

- Total cadmium (EPA 3050 / 6010 or 7130), and
- Total lead (EPA 3050 / 6010 or 7420);

* Total petroleum hydrocarbons (TPH) appropriate to the contaminant(s):

- TPH as gasoline (EPA method 5030 / 8015), and/or
- TPH as diesel (EPA method 3550 / 8015), and/or
- TPH as oil (EPA method 418.1 or 503E);

* Benzene, toluene, ethylbenzene, xylenes (BTEX; EPA method 5030 / 8020 or 8240);

* Polynuclear aromatic hydrocarbons (PAHs; EPA method 3550 / 8270 or 8310)
[not applicable to soil solely contaminated with gasoline];

* Polychlorinated biphenyl's (PCBs; EPA method 3550 / 8080)
[not applicable to soil solely contaminated with gasoline or diesel fuel];

* Halogenated volatile organic compounds (HVOCs; EPA method 5030 / 8010)
[not applicable to soil solely contaminated with gasoline or diesel fuel].

Additional testing and/or supplemental information on the soil may be requested on a case-by case basis.

(c) Laboratory test report should be submitted to the PVT Soil Reclamation facility for review along with a completed soil Profile Sheet prior to acceptance or rejection of soil for treatment. Laboratory test reports must be signed by a representative of the testing laboratory and include copies of chain-of-custody records. A description of the sampling procedures and site plot plan showing where the soil originated, and where samples were collected is also required. All test data for the material must be submitted, including any analytical data for constituents not listed above. Discussions regarding suitability of soil for acceptance are made by the PVT Soil Reclamation facility and their environmental consultant based on the laboratory test data submitted and review of sampling procedures. PVT soil Reclamation facility reserves the right to accept or reject any soil for any reason. Conducting sampling and laboratory testing in accordance with the above requirements confers no rights to the person or persons undertaking the effort.

Questions regarding the above requirements may be directed to Mr. Steve Joseph of the PVT Soil Reclamation Facility at (808) 668-4561.

In addition, all other applicable State and Federal Regulations concerning disposal of Petroleum Contaminated Soil material must be met prior to acceptance of this material for disposal. It is the responsibility of the User to know and comply with these regulations.

(d) User shall not dispose any materials prohibited under any federal, state or local laws, ordinances or regulations, as they may be amended. Also, User shall not dispose at the landfill household debris, petroleum-contained materials, tires and all car parts, paper waste, appliances, barrels-drums, paints/solvents, sealers, adhesives, polychlorinated biphenyls ("PCB"), flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including but not limited to, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," or "toxic substances," under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, the Clean Air Act, 42 U.S.C. Sections 7401 through 7626; and any similar federal, state and local laws, ordinances and regulations now or hereafter adopted, published and/or promulgated pursuant thereto ("Hazardous Substance Laws"). User hereby accepts all responsibilities for screening, examining and inspecting all of User's loads to verify, ensure and guaranty that no load contains any aforementioned restricted and prohibited materials. User hereby acknowledges that PVT shall assume no responsibility for screening, examining or inspecting any or all loads delivered by User, except that User shall permit, and hereby gives its consent, to allow PVT to examine, screen and/or inspect any or all loads at any time at User's expense. User agrees that if any load contains any restricted or prohibited materials, User shall be responsible for the payment of any such loads, at regular PVT rates, and shall also be responsible for any additional fees for the processing/return of such loads, as determined from time to time by PVT.

4. **INSURANCE.** As a condition to the approval of this Agreement by PVT, User hereby agrees to provide PVT with a Certificate of Insurance which demonstrates that PVT has been named as an additional insured on User's insurance policy. Also, User, or User's insurance company must notify PVT of any and all changes made to such policy.

5. **INDEMNIFICATION.** As an integral part of this Agreement and as partial consideration for using the landfill, User hereby agrees to indemnify, exonerate, defend and hold PVT, its parent and affiliate companies as well as any and all directors, officers, employees, attorneys and agents thereof, harmless against and from and will reimburse PVT in respect of:

(a) Any and all liabilities, obligations, claims, demands, actions, losses, damages, injuries, deaths, costs and expenses (including, but not limited to, attorney's fees and costs) made against PVT which arise as a result of User's negligence, breach of contract, misconduct, acts or omissions in connection with User's use of the landfill.

(b) Any and all damage or deficiency resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement, or from any misrepresentation in or omission from any form, document or other instrument furnished or to be furnished to PVT.

(c) Any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and any and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and costs), arising directly or indirectly, in whole or in part, out of any disposing in the landfill of any restricted or prohibited materials stated in paragraph 3 above.

(d) Any and all actions, suits, proceedings, demands, claims, judgments and orders, including, but not limited to, attorney's fees and costs incident to this Agreement.

This Indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the termination of this Agreement. At all times during the duration of and after the termination of this Agreement, the terms of this Indemnification clause shall be subject to all Hazardous Substance Laws now or hereafter in effect.

USER HEREBY CERTIFIES THAT IT HAS READ, REVIEWED AND UNDERSTANDS THE SPECIFIC TERMS AND CONDITIONS OF THIS INDEMNIFICATION CLAUSE AND ALSO HEREBY EXPRESSLY AND SPECIFICALLY ACKNOWLEDGES, AGREES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS INDEMNIFICATION CLAUSE AS INDICATED BY THE FOLLOWING INITIALS OF USER OR USER'S AUTHORIZED AGENT(S).

INITIALS: _____ DATED: _____

INITIALS: _____ DATED: _____

This section needs to be initialed by the homeowner or and officer of the company.

6. **ACCESS CONTROL.** The landfill will accept Petroleum Contaminated Soil on a pre-arranged basis only. All loads must be scheduled twenty-four (24) hours before delivery and accompanied by a properly executed Uniform Solid Waste Manifest. No dumping will be allowed without the Uniform Solid Waste Manifest.

7. **COMPLIANCE WITH LANDFILL POLICIES AND PROCEDURES.** User agrees to comply with PVT's landfill policies and procedures which are available for inspection at PVT's office or which may be requested by contacting PVT. User acknowledges that these policies and procedures may be changed by PVT without notice. Failure to comply with these policies and procedures may result in the denial of disposing at the landfill.

8. **PAYMENTS.** The terms of payment shall be governed by the Credit Agreement between PVT and User, the terms and conditions of which are incorporated herein by reference.

9. **DEFAULT.** Any default of any provision of this Agreement by User may result in the immediate suspension or termination, without notice, of this Agreement at the election of PVT. Further, in the event PVT is forced to hire a collection agency or attorney to collect any monies owed to PVT under this Agreement, PVT shall also be entitled to recover from User PVT's collection expenses, including, but not limited to, its attorney's fees and costs. Any suspension or termination, however, shall not relieve User of any and all outstanding obligations, responsibilities or duties under this Agreement, including, but not limited to, those obligations relating to indemnification and payments.

10. **TERMINATION.** This Agreement may be terminated by either party at any time for any reason. Any termination, however, shall not relieve User of any or all outstanding obligations, responsibilities or duties under this Agreement, including but not limited to those obligations relating to indemnification and payments.

11. **PVT'S RIGHT OF REJECTION.** PVT retains the right to reject any load where PVT has cause, for any reason, to believe said load may contain restricted or prohibited materials as stated in paragraph 3 above. Further, PVT reserves the right to reject any load which would be violative of any laws, ordinances or regulations (federal, state or local) now or hereafter in effect, or any load which would adversely impact the landfill.

12. **DELIVERY OF EXECUTED AGREEMENT VIA ELECTRONIC TRANSMISSION.** This Agreement, executed in whole or in counterparts, may be delivered through a facsimile machine or other electronic transmission and, if delivered in such manner, shall constitute the valid delivery of such executed Agreement and shall be legally binding upon the parties as if such executed Agreement were delivered in person.

THE UNDERSIGNED HEREBY CERTIFIES THAT IT HAS REVIEWED AND READ THE FOREGOING TERMS, CONDITIONS AND PROVISIONS AND REPRESENTS THAT THE FOLLOWING SIGNATURE(S) ARE AUTHORIZED TO BIND USER AS TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

ACKNOWLEDGED AND AGREED:

"USER" (Print your Company's Name)

By _____
(Signature)
Its _____
(Homeowner or Company Officer)

By _____
(Signature)
Its _____
(Homeowner or Company Officer)