



TCEQ Guidance – Sample Certification

*May Contain Information that is CONFIDENTIAL & PROPRIETARY
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Office of the Attorney General to determine if it should be withheld. The
parties to the Contract are responsible for making arguments against
disclosure to the Texas Attorney General.*

Nonparty Compact Waste Disposal Contract Waste Control Specialists LLC Certification of Compliance with Statutes and Regulations relating to Contracts

WCS certifies that we are authorized to make this certification as the compact waste disposal facility license holder as that term is used in Chapter 401 of the Texas Health and Safety Code. WCS is a party to the contract being submitted and by signing the certification, we certify that we have made diligent inquiry into the facts and circumstances surrounding the Contract and any amendment thereto and have determined that all statements made in this certification are correct to the best of our knowledge and belief.

This certification relates to a customer contract for nonparty-generated compact waste as defined in Health & Safety Code sec. 401.2005(1-a)(B). Compact waste may include compact waste that has been batch processed or incidentally commingled with other waste at commercial processing facilities, to the extent allowed under applicable law.

1. For the contract numbered _____ between WCS LLC and [full legal Customer name(s) in the form shown on the contract] _____, the summary in Attachment 1 accurately describes the term and pricing for each waste class (where practical, this information should be copied exactly from contract pricing attachments), and Attachment 2 accurately describes the material billing factors. If the effective term for the prices is different from the contract term, Attachment 1 indicates the effective term for the prices as well.
2. The customer is a legally distinct entity from the license holder. If the customer and the license holder are under common control, that is indicated in Attachment 1.
3. The contract includes a provision putting the customer on notice of all specific requirements of Texas Health & Safety sec. 401.2456.
4. The contract complies with all applicable law, including all applicable legal requirements for nonparty compact waste disposal, particularly those enumerated in Tex. Health and Safety Code 401.2456.
5. The contract explicitly provides that it is to be interpreted so as to comply with all applicable law, explicitly including Texas Health & Safety Code sec. 401.2456.
6. Under the contract rates, total shipment fees, for each shipment, can be precisely calculated once a shipment of known waste characteristics is created. The contract rates clearly identify the waste types they apply to, in terms which allow comparison to the waste types for which there are separate base volume charges in the TCEQ rate.
7. The contract explicitly provides that all disposal pricing is subject to, and may be updated as required by, Texas Health & Safety sec. 401.2456.

8. Contract rates are both by a price per curie and a price per cubic foot.
9. If the prices are not expressed in the form of $\$y.yy/Ci + \$x.xx/ft^3$, or in the form of the fee structure of the TCEQ rate, Attachment 1 includes a brief (one sentence, if possible) statement explaining how both volume and radioactivity are factored into the pricing.
10. The fees resulting from the contract rates, as they may be adjusted in accordance with any applicable contract provisions, will be greater than the compact waste disposal fees that would be generated under the lower of (a) the TCEQ rate in effect at the time the contract was entered, or (b) the TCEQ rate in effect at the time the waste to be disposed under the contract is delivered to the license.
11. We will confirm price compliance with this requirement against shipping manifests before accepting the waste, and again during its quarterly reporting.
12. The contract was negotiated in good faith by the license holder.
13. The license holder understands its rights, duties, and obligations. The license holder is willing and able to perform them fully in accordance with applicable law, as they are specified in the contract. The license holder believes, and has no reason to believe otherwise, that the customer understands its rights, duties, and obligations under the Contract, including those arising from the Texas Health & Safety Code, and is willing and able to perform them fully in accordance with applicable law, as they are specified in the contract.
14. The contract conforms to applicable antitrust statutes and regulations.
15. The contract prices and other material terms are not the result of collusion with a competitor.
16. The contract prices and other material terms do not result from the illegal exercise of monopoly power by the license holder.
17. All non-price terms, such as the term of the contract (including any amended term), are commercially reasonable and do not unreasonably restrain competition.
18. The contract does not contain restrictive covenants such as exclusive dealing that unlawfully restrain competition.
19. Regardless of any material billing differences that may exist, the disposal prices and other material terms relating to waste processed, transported, or otherwise handled or serviced by entities other than license holder do not unlawfully constrain competition between those entities and the license holder.
20. The contract or amendment does not illegally discriminate amongst the license holder's customers under substantially similar circumstances.
21. We will provide quarterly information with quarterly reporting showing how actual prices under this contract compare to prices for shipments of the same waste types under other active contracts.
22. Materially significant differences between this contract and the license holder's contracts with other customers are associated with differences in material billing factors. To the extent that there are different prices amongst contracts with different material billing factors, the differences are not unjustifiably or unconscionably disproportionate (although they might not be mathematically proportional). Material billing factors that relate to pricing set for in this contract are accurately reflected in the Material Billing Factors checklist included as Attachment 2.

LLRWD Contract Number: _____

23. The contract rates are expected to generate fees sufficient to meet the criteria for party state compact waste under Texas Health & Safety secs. 401.246(a) and (c).

License Holder

Signature & Date

Printed Name

Title

Company

Contact Information