

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT (the "Agreement") is made and entered into as of October 18, 2016 between Waste Management of Oklahoma, Inc., an Oklahoma corporation ("WMO"), and the Broken Arrow Municipal Authority, an Oklahoma public trust of which the City of Broken Arrow is the sole beneficiary (the "BAMA").

RECITALS

WMO operates the Quarry Landfill located at 13720 E. 46th Street North, Tulsa, Oklahoma (the "Disposal Facility").

WMO and BAMA desire to enter into an arrangement whereby WMO will receive and dispose of waste delivered by BAMA to the Disposal Facility on the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the parties' mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Delivery of Acceptable Waste. BAMA may, at its discretion, deliver Acceptable Waste owned, controlled, collected or managed by BAMA, and its affiliates, agents, contractors, or subcontractors, to the Disposal Facility.
2. The following terms as used in this Agreement shall have the meanings set forth below:
 - (a) Acceptable Waste – non-hazardous municipal solid waste or organic waste that can legally be disposed of at the Disposal Facility. Acceptable Waste shall not include any Hazardous Waste, toxic wastes, Special Waste (as defined below and by Federal, State or local law or regulations), or any other waste, which is not acceptable at the Disposal Facility under Federal, State or local law or regulations.
 - (b) Hazardous Waste – any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the Federal or State Government to be hazardous as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance as such terms are defined by Federal, State or local law or regulations.
 - (c) Special Waste - Waste that requires special handling and management due to the nature of the waste as set forth in Exhibit "A," attached hereto and incorporated by reference. Residue/sludges from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes that are managed at a public or commercial wastewater treatment works, are a Special Waste based on the definitions in state statute OAC 252:515, Subchapter 31 and Appendix F thereto.

- (d) Unacceptable Waste – material that is or contains Special Waste that has not been profiled and approved for acceptance in writing by WMO, Hazardous Waste, other materials which the Disposal Facility is not permitted to accept, or material that may present a substantial endangerment to the public or Disposal Facility employees' health or safety, or has a reasonable probability of otherwise adversely affecting the operation or useful life of the Disposal Facility.
- (e) Applicable Law - means each and every applicable Federal, state, county, city or local law, statute, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

3. Disposal Fees.

- (a) Fees/Invoices. BAMA shall pay WMO the following disposal rates per ton (the "Disposal Fee") for each ton of Acceptable Waste that BAMA delivers to the Disposal Facility, which amount shall be exclusive of federal, state, local or other taxes, fees, surcharges or similar charges related to the acceptance or disposal of Acceptable Waste that are imposed by law, ordinance, agreement with a governmental authority, regulation or otherwise as of the date of this Agreement.

Acceptable Waste/Construction and Demolition: \$22.00 per ton

Wastewater Treatment Plant Sludge: \$25.00 per ton

WMO shall transmit an itemized invoice to BAMA of all Disposal Fees and other charges under this Agreement on a monthly basis. BAMA shall pay all invoices within 45 days after the date of the invoice. If BAMA fails to pay an invoice when due, WMO shall have the right, in addition to any other rights under this Agreement or Applicable Law, to suspend its acceptance of Acceptable Waste from BAMA until BAMA brings its account current. BAMA's failure to timely pay invoices may result in late charges being assessed to the maximum extent allowed by law.

- (b) Taxes and Other Charges. In addition to the Disposal Fee, BAMA shall pay the currently applicable Oklahoma flow fee, and the Disposal Fee shall be increased from time to time to the extent of any new or increased federal, state, local or other taxes, fees, surcharges or similar charges that are imposed by law, ordinance, agreement with a governmental authority, regulation or otherwise enacted or promulgated after the execution date of this Agreement and levied upon the delivery, acceptance or disposal of the Acceptable Waste or upon the operations of or the activities at the Disposal Facility (collectively, a "Tax"), with such increase to be effective as of the effective date of the new or increased Tax.

- (c) Modifications to Rates: The Disposal Fee charged by WMO for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (as hereinafter defined), until July 1, 2017. Commencing on July 1, 2017, and continuing annually on each July 1 thereafter of this Agreement, the Disposal Fee shall be adjusted by the same percentage as the Consumer Price Index, All Urban Consumers, Water, Sewer, and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months

for which the indexes have been published. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

4. Resident Clean Up Days

(a) Twice per year, on one Saturday in the Spring and one Saturday in the Fall ("Event"), as determined by a mutually agreeable date between BAMA and WMO, the Disposal Facility will receive Acceptable Waste generated at residences within the City of Broken Arrow corporate limits and delivered to the Disposal Facility by the residents. The City residents shall be allowed to deliver Acceptable Waste on these two days each year at no charge to the resident. WMO shall keep records and shall invoice BAMA for the number and types of loads of Acceptable Waste delivered to the Disposal Facility by residents during an Event. BAMA agrees to pay WMO for the invoiced volume of Acceptable Waste delivered by the residents during each Event no later than 45 days after the invoice date.

(b) For each Event, BAMA shall provide its own staff or employees at the Disposal Facility who shall verify that each individual delivering Acceptable Waste to the Disposal Facility as part of the Event resides within the City limits. BAMA shall provide a minimum of two (2) individuals, at all times during the Event, to supervise the check-in station at the Disposal Facility where BAMA staff or employees shall conduct the resident verification process. BAMA shall be responsible for determining whether the resident's vehicle, truck, or trailer meets BAMA's requirements on truck or trailer size. BAMA shall provide sufficient staff or employees during each Event so that traffic at the Disposal Facility check-in station flows smoothly.

(c) Each Event shall last no longer than 7:00 a.m. to 4:00 p.m. on the selected Saturdays.

(d) WMO has the right to refuse or reject after acceptance any load that is or contains Unacceptable Waste. If a Broken Arrow resident delivers Unacceptable Waste, WMO may, in its sole discretion, either remove, manage, handle, and/or dispose of that Unacceptable Waste and/or charge BAMA for the costs, expenses, fines, and penalties arising out of such activities or require BAMA to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost.

(e) Title to the Acceptable Waste delivered by the resident shall be transferred to and vest in WMO at the time the Acceptable Waste is fully unloaded at the working face of the Disposal Facility and the resident's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities theretofore shall be borne by, the resident delivering the Acceptable Waste. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with BAMA or the resident that delivered of the Unacceptable Waste.

(f) BAMA shall pay WMO the following disposal rates for each delivery of Acceptable Waste made by a resident to the Disposal Facility during any Event:

Car:	\$12.00 per load
Pickup Truck:	\$18.00 per load
Vehicle w/ trailer:	\$27.00 per load

The per load disposal rates above include (as of the date this Agreement is signed) all fees required by federal, state or local governmental authorities in connection with the receipt and landfilling of Acceptable Waste as provided herein. These Event Disposal rates shall be adjusted in accordance with the Consumer Price Index language in section 2(c) above.

5. Term. Unless sooner terminated pursuant to Section 9, this Agreement shall commence as of December 1, 2016, and shall remain in full force and effect until June 30, 2022. This Agreement may be renewed upon the mutual written agreement of the parties for one additional five (5) year term.

6. Delivery Procedures; Operation of the Disposal Facility.

(a) Acceptance of Acceptable Waste; Procedures. WMO shall have the right in its sole and absolute discretion to reject delivery of any waste offered for acceptance by BAMA that does not constitute Acceptable Waste or that interferes with normal operations at the Disposal Facility. BAMA's delivery of Acceptable Waste to the Disposal Facility shall be regulated by procedures applicable generally to customers utilizing the Disposal Facility as WMO may modify such procedures from time to time. BAMA shall have the right in its sole and absolute discretion to dispose of unacceptable wastewater treatment plant sludge (sludge which fails the paint filter test prescribed by the United States Environmental Protection Agency Method 9095 or failure to meet 40CFR; 503, Bio Solid standards) at an alternate location of BAMA's choice.

(b) Operation of the Disposal Facility. WMO agrees to operate the Disposal Facility in compliance with all applicable federal, state and local laws, regulations, ordinances, rules, and permits and licenses (collectively "Applicable Laws"). Notwithstanding, anything in this Agreement to the contrary, WMO shall have the right, in its sole and absolute discretion, to close the Disposal Facility at any time for any reason and to terminate this Agreement upon any such closure, and such closure shall not be deemed a breach of this Agreement. The Disposal Facility shall be open between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday, and 8:00 a.m. to 2:00 p.m. on Saturday. The Disposal Facility may, at the discretion of WMO, be closed on such legal holidays as determined from time to time by WMO.

(c) Acceptance of Title to Waste. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Disposal Facility by BAMA shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Disposal Facility. Title to Unacceptable Waste shall remain with BAMA and shall not be deemed to pass to WMO.

(d) Authorization. BAMA shall obtain all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment and delivery of waste contemplated hereby.

(e) Requirement for Special Waste Management. WMO will require all generators of Special Waste collected by BAMA and being disposed of at the Disposal Facility to participate in and implement a Special Waste program as described in this Agreement.

(f) WMO's Obligation Regarding Special Waste. WMO is not required to accept or manage any Special Waste unless it is specifically identified in a written Special Waste agreement and/or approved in writing by WMO.

(g) Duty of BAMA. BAMA will require all waste generators for which it has collection and disposal responsibility to execute a Special Waste agreement prior to delivery of any Special Waste to the Disposal Facility. BAMA will not deliver, arrange for the delivery of, or contract for the delivery of any Special Waste to the Disposal Facility without a fully executed Special Waste agreement.

(h) Special Waste Agreement. The specific requirements of the Special Waste agreement shall be as specified from time to time by WMO and may be altered by WMO at any time as necessary to ensure the proper management of Special Waste. At a minimum the Special Waste agreement shall include:

- i. A representative of the character and regulatory status of the waste to be executed by the generator;
- ii. A decision document to be executed by WMO. A decision document shall at a minimum include the identification of the generator and the source and characterization of the waste;
- iii. A proposed management plan for the Special Waste, including any special handling requirements;
- iv. The approval of WMO indicating acceptance for handling of the waste; and
- v. The unit price for disposal associated with the management of the Special Waste.

(i) Representative Sample of Special Waste. WMO may, in its sole discretion, demand that a representative sample of any Special Waste proposed for delivery to the Disposal Facility be provided by the generator to WMO prior to the approval of a Special Waste agreement. Unless otherwise agreed by WMO, the cost for acquisition, delivery and analysis of a representative sample shall be borne by the generator. If the generator refuses to provide a representative sample, WMO shall have no obligation to accept the Special Waste or to execute a Special Waste agreement.

(j) Pricing for Special Waste. BAMA shall pay WMO for disposal of Special Waste the unit price established solely by WMO. Unit prices for Special Waste will vary depending on quantity and character of the Special Waste, and will be priced by WMO on a case-by-case basis depending upon the nature and character of the Special Waste. Under no circumstances shall the Base Rates be applicable to Special Waste.

7. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. BAMA agrees that it shall not deliver any Unacceptable Waste to the Disposal Facility. If a delivery of waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste.

(b) Rejection of Unacceptable Waste. If BAMA delivers Unacceptable Waste to the Disposal Facility, WMO at its sole option may (i) reject such Unacceptable Waste at BAMA's expense, or (ii) if WMO does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving BAMA telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, WMO may, on BAMA's behalf, dispose of such Unacceptable Waste at a location fully authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge BAMA all direct and indirect costs incurred due to delivery and disposal of such Unacceptable Waste, unless BAMA otherwise elects to arrange for disposal of the Unacceptable Waste. If BAMA elects to dispose of such Unacceptable Waste, it shall do so within a period of time as WMO shall reasonably deem necessary or appropriate in connection with the operation of the Disposal Facility, including the preservation of the health and safety of its employees. If after electing to do so, BAMA does not dispose of the Unacceptable Waste within the prescribed time period, WMO may dispose of such Unacceptable Waste, on BAMA's behalf, without further notice to BAMA, and BAMA shall be required to pay the fees and costs set forth above. Notwithstanding the foregoing, no notice shall be required by WMO to BAMA for WMO to dispose of Unacceptable Waste, on BAMA's behalf, in emergency situations where in WMO's reasonable judgment a delay in such disposal could constitute a hazard to the Disposal Facility or any person on, about or near the premises. WMO will contact BAMA within one working day that such emergency disposal will occur.

(d) Indemnity. To the extent permitted by law, as allowed or as limited by The Governmental Tort Claims Act, Title 51 O.S. § 151 et. seq, BAMA agrees to reimburse WMO for any costs or damages, including fines and penalties, resulting from BAMA's delivery of Unacceptable Waste to the Disposal Facility, and will pay WMO its reasonable expenses and charges for handling, loading, managing, preparing, transporting, storing, and caring for any Unacceptable Waste delivered by BAMA.

8. Force Majeure. Except for BAMA's obligation to make payments to WMO under this Agreement, either party's obligations under this Agreement may be suspended by a party in the event of: (a) an occurrence beyond the reasonable control of that party which materially adversely affects the ability of the party to perform its obligations under this Agreement or to comply with the requirements of any governmental order, permit or other approval; (b) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy, war, terrorist acts, blockades, insurrections, riots or civil disturbances; (c) labor disputes, strikes, work slowdowns or work stoppages; or (d) orders and/or judgments of any federal, state or local court, administrative agency or governmental body, or other entity, if not the result of (i) willful or negligent action of the party relying thereon or (ii) failure to act in accordance with this Agreement (provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party).

9. Default. It shall be an event of default under this Agreement if a party fails to observe and perform any material term, covenant or agreement contained in this Agreement on its part to be performed, and such failure continues for a period of 30 days after notice to such party specifying the nature of such failure and requesting that it be remedied.

10. Remedies on Default; Termination. Whenever any event of default shall have occurred and be continuing, the non-defaulting party shall, upon the end of the grace period in Section 9, have the following rights and remedies: (a) immediately terminate this Agreement and pursue its rights unless during the cure period the defaulting party has taken remedial steps the effect of which would be to enable the defaulting party to cure such event of default within an additional 15 day period tolling the expiration of the grace period; and (b) without terminating this Agreement, to stop performing its obligations pursuant to this Agreement until such default is cured or this Agreement is terminated. The remedies in this Section 10 shall be in addition to any other remedies provided by Applicable Law or this Agreement.

11. Indemnification. To the extent permitted by law, as allowed or as limited by The Governmental Tort Claims Act, Title 51 O.S. § 151 et. seq, each party agrees to indemnify and hold harmless the other party and its partners, officers, directors, divisions, subdivisions, affiliates, shareholders, trustees, agents, employees, successors and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding, whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by (a) the breach of any agreement, representation or warranty of such party in this Agreement, or (b) the negligence or willful misconduct of such party, as allowed or as limited by The Governmental Tort Claims Act, to the extent caused by the indemnifying party.

12. Insurance.

- (a) During the term of this Agreement, BAMA shall maintain the following insurance coverages:

Workers' Compensation: Coverage A

Coverage B – Employer's Liability; \$2 million each bodily injury by accident

\$2 million policy limited bodily injury by disease; \$2 million each occurrence Bodily injury by disease

Automobile Liability

Bodily Injury

Combined Single Limit \$3 million (Coverage is to apply to all owned, non-owned, hired, and leased vehicles (including trailers))

The coverage above may be satisfied by a combination of primary and umbrella policies. The insurance earners providing the coverage required by this Section shall be rated at least A- X by AM. Best. Certificates of Insurance evidencing the foregoing policies shall be delivered to WMO before BAMA shall be permitted to perform services under this Agreement. WMO agrees to provide BAMA with at least 30 days' written notice of any cancellation of its policies. With the exception of the workers' compensation policy, WMO and the WMO Indemnified Parties shall be shown as additional insured under all of the insurance policies required by this Section. The policies required by this Section shall be primary and the insurance providers shall agree to waive their rights of subrogation against

WMO. This section of insurance coverage shall be considered fulfilled by BAMA by providing a letter of self-insurance to WMO.

(b) WMO. During the term of this Agreement, WMO shall maintain the following insurance coverages: (i) workers' compensation insurance as required Applicable Law; and (ii) insurance at least meeting that required by the Oklahoma Tort Claims Act.

(c) Self-Insured. BAMA may, at its option, elect to self-insure for the occurrences covered in Section 11(a) above; provided, however, BAMA shall from time to time, as requested by WMO, deliver financial information to WMO which shall evidence financial ability to satisfy claims equal to, or in excess of, the coverages set forth in above, in WMO's reasonable discretion.

13. Miscellaneous.

(a) Assignment; Binding Effect. Neither party shall assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that WMO may assign this Agreement to an affiliate of WMO without the consent of BAMA. Upon assigning this agreement to an affiliate of WMO, WMO shall provide written notice within thirty days after such assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(b) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(c) Severability; Waiver. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(d) Construction; Counterparts. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(e) Equal Employment Opportunity. WMO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped or a disadvantaged person, disable, or war veteran. WMO shall make available to the BAMA all necessary information and reports and provide access to books, records and accounts for the purpose of investigation in order to ascertain compliance with this Section of the Agreement.

(f) Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, as allowed or as limited by The Governmental Tort Claims Act, Title 51 O.S. § 151 et. Seq.

IN WITNESS WHEREOF, the undersigned have entered this Agreement as of the day and year first above written.

Broken Arrow Municipal Authority

Waste Management of Oklahoma, Inc.

By: _____

By:  _____

Its: _____

Its: PRESIDENT _____

Approved by BAMA Counsel:

By:  _____

Title: Assistant City Attorney

EXHIBIT "A"

SPECIAL WASTE

Special Waste means any discarded material from a nonresidential source meeting any of the following descriptions for Type A or Type B Special Waste.

Type A Special Waste. Any waste from a commercial or industrial activity meeting any of the following descriptions.

1. Containerized waste (e.g., a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in (2) Admin Professional DAY through (8) below.
2. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
3. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency Method 9095).
4. Residue and debris from the cleanup of a spill or a chemical substance or commercial product or a waste listed in (1) Admin Professional DAY through (3) above or (5) through (8) below. This definition applies to spills of any size.
5. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in (1) through (4) above or (1) through (8) of Type B below.
6. Any waste which is nonhazardous as a result of treatment pursuant to RCRA Subtitle C.
7. Sludge waste.
8. Waste from an industrial process.

Type B Special Waste. Any waste from a commercial or industrial activity meeting any of the descriptions which follow.

1. Friable asbestos from building demolition or cleaning: wall board, wall or ceiling spray coverings, pipe insulation, etc. No friable asbestos (e.g., asbestos containing floor tiles, brake pads, roofing products, etc.) is a Special Waste if it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos bearing industrial process waste is a Type A Special Waste.
2. Commercial products or chemicals which are off-specification, outdated, unused, or harmed. Outdated or off-specification, uncontaminated food or beverage products in original consumer containers are not included in this category; however, containers which

once held commercial products or chemicals are included if the container is empty. A container is empty when all wastes have been removed that can be removed using the practices commonly employed to remove materials from that type of container (e.g., pouring, pumping, or aspirating), an end has been removed (for containers in excess of 25 gallons), and no more than one inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3 percent by weight of the total capacity of the container remains in the container (for containers more or less than 110 gallons) or no more than 0.3 percent by weight of the total capacity of the container remains in the container (for containers greater than 110 gallons). A container which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.

3. Untreated biomedical waste. Any waste capable of inducing infection due to contamination with infectious agents from a biomedical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
4. Treated medical waste. Any waste from a biomedical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue resulting from the incineration of medical waste is a Type A Special Waste.
5. Chemical-containing equipment removed from service in which the chemical composition and concentration are known (e.g., oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
6. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A Special Wastes.
7. Incinerator ash generated at a resource recovery facility that burns only nonhazardous household, commercial or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4 (b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A Special Waste.