



6000 S CORPORATION

6000 STEVENSON BLVD.
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DATE 10/4/90 TIME 10:22 A.M. P.M. NUMBER OF PAGES (Including Cover Letter): 6

NOTE: If you did not receive all of the pages or if you have a question, please call the verifying number (below).

TO:		FROM:	
CO. NAME <i>City of Fremont</i>	NAME <i>Dale W. Label</i>	ADDRESS	SUBJECT <i>Laundry List</i>
ATTENTION <i>Linda Wable</i>	FAX NO.	FAX NO. <i>791-4143</i>	VERIFYING NO.

FAX Transmission

REMARKS:

Note: Post-hearing changes are indicated by shading; additions are in bold letters and deletions are in bold strikeouts.

Amend Title 22, CCR §67715 and Title 26, CCR § 22-67715 by adding new subsection (a)(5):

67715. Waste Specific Prohibitions — Non-RCRA Wastes.

- (a) The following non-RCRA hazardous wastes are subject to prohibition under this section.

(5) Hazardous waste foundry sand identified in Section 67702 (b)(5) of this article is prohibited from land disposal after ~~six months from the date of adoption~~ **January 1, 1991.**

Note: Authority cited: Sections 208, 25150, 25159 and 25179.6, Health and Safety Code.

Reference: Sections 25159, 25159.5 ~~and~~ , 25179.6 and 25179.7, Health and Safety Code.

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TITLE 22: DEPARTMENT OF HEALTH SERVICES
TOXIC SUBSTANCES CONTROL PROGRAM

NOTICE IS HEREBY GIVEN

The Department of Health Services, Toxic Substances Control Program, proposes to amend Title 22, Division 4, Chapter 30, Article 40, Sections 67702 and 67715; Article 41, Section 67760; and Title 26, Sections 22-66702, 22-66715, and 22-66760 of the California Code of Regulations, concerning treatment standards for non-RCRA waste foundry sand.

A public hearing will commence at 10:00 a.m. on March 6, 1990 in the Auditorium of State Office Building # 9, 744 P Street, Sacramento, California, at which time any person may present statements or arguments, orally or in writing, relevant to the proposed regulations. Written comments submitted prior to 5 p.m., March 6, 1990, will be considered. Please submit written comments to Rosemary Cox, 714/744 P Street, P.O. Box 942732, Sacramento, CA. 94234-7320.

A representative of the Department will preside at the hearing. Persons who wish to speak are requested to register prior to the hearing. Prehearing registration will be conducted at the location of the hearing from 9:00 to 10:00 a.m. Registered persons will be heard in order. Any other person wishing to speak will be afforded the opportunity after registered persons have spoken.

INFORMATIVE DIGEST

The Hazardous Waste Management Act (Health and Safety Code Section 25179.1 et seq.) requires the Department of Health Services to prohibit the land disposal of untreated hazardous waste on or before May 8, 1990, and to adopt standards establishing the level of treatment required prior to land disposal.

The proposed regulations prohibit the land disposal of untreated hazardous waste foundry sand beginning 6 months from the date of adoption, and establish specific treatment standards. Non-RCRA waste foundry sand is defined as waste sand or waste sand residue, generated by foundries using a sand molding process, that is considered hazardous according to the provisions of Title 22, Division 4, Chapter 30, Article 11 "Criteria for Identification of Hazardous and Extremely Hazardous Wastes." The proposed standards are the result of a Department staff report entitled "Treatment Standards for Foundry Sand." The treatment standards set the maximum soluble concentrations allowed for copper, lead, zinc, cadmium and nickel. If the waste also contains other hazardous compounds, the waste must meet concentration limits set for those compounds in the appropriate general treatment standards for solids with organics, solids with metals, aqueous waste with organics and aqueous waste with metals.

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COST TO THE STATE, LOCAL AGENCIES AND SCHOOL DISTRICTS

These regulations will not require state reimbursement to the local mandates fund, pursuant to Government Code Part 7, Division 4, Title 2, and no cost or savings will be generated to state agencies, local agencies, school districts or in federal funds. The Department has determined that additional enforcement costs will be minor, will be absorbed into existing inspections budgets or through the collection of fines and penalties. The Department has committed existing resources to implement the proposed regulations.

EFFECT ON HOUSING COSTS AND SMALL BUSINESSES

The Department of Health Services finds that adoption of these regulations has no impact on housing, but may have adverse impact on small businesses. The Department has identified 65 foundries, each generating approximately 280 tons/year of waste, as being impacted by the proposed regulations. Of these, 51 are estimated to be "small businesses." The additional annual cost per generator is estimated at \$35,964 for onsite treatment and offsite disposal, and \$30,800 for offsite treatment and offsite disposal. There are no additional projected reporting or recordkeeping requirements that would result from the proposed action.

The Department has found no alternative to this proposal that would be equally protective of public health and would mitigate the cost impact to small businesses. An exemption from the regulatory requirements for small businesses was considered but was rejected as not complying with Health and Safety Code 25179.6 and as not adequately protecting the public health or environment. However, to reduce the impact on small businesses, the Department has been and will continue to provide technical assistance and information on grants and small business low-interest loans to help these businesses comply with the treatment standard.

COST IMPACT ON PRIVATE PERSONS OR ENTITIES

The Department has determined that no private persons will be directly affected; therefore, there will be no cost to them due to these regulations. For private affected businesses, there will be an increased cost to treat the waste to the required level equal to that as described above for small businesses.

ALTERNATIVES CONSIDERED

The Director of Health Services must determine that no alternative will be more effective in carrying out the purpose for which the action is proposed or will be as effective and less burdensome to affected private persons than the proposed action.

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8000 3 CERTIFICATION TEL NO: 415 531 6610 FAX 415 531 1011 NS: 602 7 700

AUTHORITY AND REFERENCES

The Department proposes to amend Sections 67702, 67715, 67760 of Title 22, California Code of Regulations, and Sections 22-67702, 22-67715, and 22-67760 of Title 26, California Code of Regulations.

Authority: Health and Safety Code, Sections 208, 25150, 25159, 25179.6. Reference: Health and Safety Code, Sections 25150, 25159, 25159.5, 25179.3, 25179.6.

CONTACT PERSON

The name, address, and phone number of the agency officer to whom inquiries and written comments may be directed are: Rosemary Cox, Department of Health Services, Toxics Substances Control Program, 714/744 P Street, P.O. Box 942732, Sacramento, CA 94334-7320. Telephone: (916) 322-3900; Telecopy: (916) 327-0978.

AVAILABILITY OF STATEMENT OF REASONS, REGULATIONS, AND TEXT OF PROPOSED REGULATIONS

Copies of the Initial Statement of Reasons and the text of the proposed regulations may be obtained from the agency contact person named above. The information upon which the Department relied in preparing this proposal is available for review at 400 P Street, Fourth Floor, Room 4490.

After the close of the comment period, the Department may adopt the proposed regulation. If substantially related changes are made, the modified text will be made available for comment for at least 15 days prior to adoption. Requests for the modified text should be made to the contact person named above.

1/10/90

Date

D. D. Willis

David Willis
Deputy Director

X



REED & GRAHAM INC.

P. O. BOX 5940 • 690 SUNOL ST.
SAN JOSE, CALIFORNIA 95150



TELEPHONE
(408) 287-1400
FAX: (408) 294-3696

PROPOSAL FOR SERVICES

File:
6000 S Corporation

DATE: September 12, 1990

TO: Dale Sobek

FROM: Gerry Graham, Jr.

ACCEPTANCE:

NAME: _____

TITLE: _____

PLEASE RETURN ONE SIGNED COPY AS YOUR ACCEPTANCE OF THIS PROPOSAL

DALE:

Based on our site investigation we will estimate 2500 tons of foundry sand at your location. As we discussed Reed & Graham, Inc., will bring a portable screen unit onto your location. We will supply a loader with an operator and two other employees to expedite this project. We will need the availability of water to eliminate any potential dust problems.

A breakdown of our estimate:

1. Conduct site investigation, TCLP Test, analysis of test data, verify and documentation, completion of administrative functions	\$ 948.00
2. Rental of Loader with a operator, estimate 3 days at \$ 1,000.00 per day	3,000.00
3. Transporting of 2500 tons of foundry sand to either Reed & Graham's, Inc. hot plant facility of Santa Clara or San Jose, at P.U.C. rate of \$56.71 per hour	17,013.00
4. Recycling of 2500 tons of foundry sand at either Reed & Graham's Inc., hot plant facility at Santa Clara or San Jose, \$20.00 per ton	50,000.00
Total	\$70,961.00

The actual cost for performance of this service will be based on the actual tonnage recycled and the actual hours accumulated while transporting the foundry sand.

Terms will be 50% upon completion of this project and 50% within 90 days on completion of this project.

Created: 9/12/90 Modified: Reminder:

MEMORANDUM OF AGREEMENT

This AGREEMENT made on this twelfth (12th) day of September, 1990, between 6000 S, a California Corporation with its principal offices at 6000 Stevenson Blvd., Fremont, Ca. 94539 (hereinafter called "Generator"), and Reed and Graham, Inc., a California Corporation, with its offices at 690 Sunol Street, San Jose, Ca. 95150 (hereinafter called "Recycler").

Recycler agrees to render the following services:

1. Conduct, analysis, verify and document all necessary analytical data. Perform all necessary administrative functions to insure adherence to current laws.
2. Provide a portable screen deck for screening of foundry sand located at Generator's premise.
3. Provide a loader with an operator for movement of material and ease of loading debris free foundry sand at Generator's premise.
4. Transporting the debris free foundry sand to either of the Recycler's Hot Mix Facilities.
5. Disposition of the foundry sand as an ingredient in asphalt concrete mix.

Generator in consideration of the services render by Recycler agrees to compensate Recycler as follows:

1. Generator shall pay \$984.00 for services rendered in number 1 above.
2. Generator shall pay Recycler \$1,000.00 per day for rental of loader with operator.
3. Generator shall pay Recycler \$56.71 per hour portal to portal for transportation of foundry sand.
4. Generator shall pay Recycler \$20.00 per ton (2,000 pounds) of foundry sand recycled by Recycler.

Generator agrees to pay Recycler fifty percent (50%) of the total cost of the services rendered upon completion of the project. The Generator further agrees to pay Recycler the remaining fifty percent (50%) within 90 days of completion of the project.

Interest shall accrue, on amounts not paid when due, at the rate of 18% per annum or at the maximum rate permitted by law.

In the event Recycler, because of Generator's default in the performance of any of his promises herein, should institute court proceedings to enforce his rights under this agreement, the Generator shall be liable to the Recycler for court costs and reasonable attorney's fees incurred by the Recycler in such proceedings.

The validity, interpretation and performance of the Agreement shall be governed and construed in accordance with the laws of California.

This Agreement represents the entire understanding and agreement between the parties hereto relating to the services rendered and the compensation for those rendered services, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase orders, issued by the Generator prior to or subsequent to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

GENERATOR

6000 S Corporation

Signature:

Name (Please Print):

Title:

RECYCLER

Signature:

G. R. Geason

Name (Please Print):

G. R. Geason

Title:

Ext. V. P.