



**BONNEVILLE COUNTY  
INDUSTRIAL WASTE ACCEPTANCE (IWA)  
AGREEMENT AND PERMIT FOR SIGNIFICANT INDUSTRIAL USER**

EFFECTIVE DATE: January 22, 2024  
EXPIRATION DATE: January 22, 2028

GENERAL INFORMATION

PERMIT NUMBER: BC-2024-13541350-1

1. COMPANY NAME: ("Significant Industrial User" - SIU)	Intermountain Packing, LLC
2. DIVISION NAME:	Intermountain Packing, LLC
3. MAILING ADDRESS:	1096 East Iona Road Idaho Falls, Idaho 83401
4. FACILITY ADDRESS: ("Point of Production")	1096 East Iona Road Idaho Falls, Idaho 83401
5. PLANT MANAGER:	Paul Greenwood
6. TELEPHONE NUMBER:	(208) 824-1506
<b>Applicant Approval:</b>	 <div style="display: flex; justify-content: space-between;"> <span>(Signature)</span> <span>2-21-24 (Date)</span> </div> <p>By signing this Agreement/Permit, I hereby acknowledge and certify under penalty of perjury I am authorized to execute the same, the information contained herein is correct, and the SIU above agrees to and shall be subject to the terms hereof.</p>
<b>Bonneville County Approval: (Internal Use Only)</b>	 <div style="display: flex; justify-content: space-between;"> <span>(Signature)</span> <span>2-23-2024 (Date)</span> </div> <p><b>Lance Bates/Public Works Director Bonneville County, Idaho 605 N. Capital Idaho Falls, Idaho 83402 (208) 529-1290</b></p>

The Significant Industrial User (SIU) listed above is one who is identified as disposing of those substances addressed in **Bonneville County Ordinance 255-23**. The SIU is hereby authorized to deliver industrial waste to Bonneville County Solid Waste Disposal Site (SWDS), named **PETERSON HILL LANDFILL**, provided the SIU does so in compliance with Bonneville County Ordinance 255-23, applicable monitoring requirements, and other conditions set forth herein in an effort to promote public the health and welfare of the County and its citizens. This permit may be modified by Bonneville County as may be reasonably necessary and does not reserve to the SIU vested rights for disposal. The SIU's permission granted subject to these provisions shall remain subject to compliance with federal, state, and local laws, regulations, fees, and penalties, at all time. Accordingly, this IWA Agreement/Permit is subject to those terms herein, including those of modification and termination.

**SECTION 1**  
**AUTHORIZED PRODUCTS MANUFACTURED OR SERVICES PROVIDED**

SIU represents and is authorized to dispose of the following waste which is anticipated to contain Liquid Industrial Waste as further defined below:

**Product Produced/ Service Provided:** Animal Slaughter/Meat Packing

**Amount and/or Average Rate of Production:** 500 Head of Beef/Bison per day

As such disposal of this waste shall be subject the restrictions and limitations contained in this Agreement (none of which shall be inconsistent with other regulations pertaining to restrictions, volume, or scope).

**SECTION 2**  
**LIQUID INDUSTRIAL WASTE CHARACTERISTICS, DELIVERY, TESTING, AND MONITORING**

**LIQUID INDUSTRIAL WASTE:** "Liquid Industrial Waste" or "Liquid Waste" for purposes of this permit is waste generated by commercial or industrial processes which is generally solid in appearance but still contains free liquid and must be monitored for compliance with the "Free Liquids Test" (also known as "Paint Filter Liquids Test") as anticipated by 40 CFR § 258.

**LOCAL CONTENT LIMITS:** The following Liquid Industrial Waste limits are established to protect against leachate issues, vector attraction, methane production, and other potential landfill issues. No person shall deliver, dump, or discharge Liquid Industrial Waste that:

1. Fails to comply with the DELIVERY STANDARDS or TESTING AND SAMPLING STANDARDS set forth below;
2. Contains or consists of a pH level of less than 5.0 or more than 9.0;
3. Exceeds an average of 10 cubic yards per day, not to exceed 40 cubic yards per week (this weekly compliance shall be measured through a monthly average).

DELIVERY STANDARDS: Each and every load of Liquid Industrial Waste for delivery shall comply with the following requirements:

1. Scheduling. All deliveries shall be scheduled with the Solid Waste Department by first calling the Transfer Station office prior to departure from Point of Production of waste to the SWDS. The Transfer Station may need to reschedule loads based on conditions at the SWDS and reserves the right to delay delivery.
2. Weighing. Weights of waste material will be used as the basis for payment to Bonneville County. It is the general intent that all loads shall be weighed on a certified scale, but Bonneville County may elect to work with the permit holder to average the weight of the delivery vehicles if the same vehicle is used repetitively. Such "average" shall be verified periodically by a certified weight ticket at Bonneville County request or when the delivery vehicle is changed. Documentation of weight (or "average weight") of each load shall accompany the load to the SWDS and be presented to the Bonneville County representative performing the visual inspection.
3. Moisture Content Testing. Loads presented for deposit at the SWDS shall be accompanied with documentation of each load's compliance with the testing and sampling standards identified below.
4. Inspection. Bonneville County staff will inspect the weight ticket and moisture testing ("paint filter test") documentation created through the Testing and Sampling Standards identified below prior to any Liquid Industrial Waste being deposited at the SWDS. It is understood vibrations caused through the transportation of otherwise compliant loads may cause some free liquid to either surface or congregate throughout the load. The County maintains the right to visually inspect the load for any volumes of "free liquids" (as defined by 40 CFR § 258.28), document the same by digital photographic evidence, and to conduct a paint filter test of any load prior to its deposit in the SWDS. Loads that fail this paint filter test or fail the visual inspection cannot be returned to the SWDS without re-processing and dewatering of the materials.
5. These limits and requirements apply both to the point of delivery (the SWDS) and to the Point of Production. The Public Works Director may impose reasonable limitations in addition to, or in place of, the conditions listed above in furtherance of complying with applicable law.

TESTING AND SAMPLING STANDARDS: SIU shall perform the following testing on Liquid Industrial Waste and keep records of such at the processing site which can be inspected by Bonneville County Solid Waste representatives upon reasonable notice and demand to the SIU.

1. All sampling will be conducted by the permit holder and shall remain available for inspection by Bonneville County personnel.
2. Sampling must be tested for compliance with required pH limits (at least once per day)

and the paint filter test for each load generated as detailed below.

3. Liquid Industrial Waste shall undergo a dewatering process (such as use of a screw press) prior to delivery. Dewatering compliance shall be measured by the sample's passage of the free liquids paint filter test outlined by 40 CFR § 258 immediately following the dewatering process. Each paint filter test sample must be timestamped upon completion of testing and said timestamp shall not exceed forty-eight (48) hours prior to the time of delivery, unless Transfer Station has documented delays for delivery. Given the volume of waste anticipated by the SIU, not less than one (1) paint filter test sample shall be performed for every twelve (12) or less cubic yards (yd<sup>3</sup>) to ensure representative samples of a load. For example, a load of 11.5 yd<sup>3</sup> (< 12 yd<sup>3</sup>) would require 1 paint filter test sample and a load of 12.5 yd<sup>3</sup> (> 12 yd<sup>3</sup> but < 24 yd<sup>3</sup>) would require 2 paint filter test samples.
4. ONLY material processed through the dewatering process from which successful representative paint filter test samples have been taken shall be delivered to the SWDS.
5. The SIU shall take, keep, and maintain documentation of testing results of all loads actually delivered. The SIU shall maintain all sample results by load in a chronological fashion, which shall indicate the time, date and place of sampling and method of analysis, and shall further certify that such sampling and analysis is representative of normal work cycles and expected waste production from the SIU. Further, the SIU shall retain copies of all certified weight tickets for each load at the Point of Production site.

QUARTERLY REPORTING OF MEASUREMENTS: SIU shall present a monthly report to the Public Works Director on the SIU's compliance with the aforementioned requirements which shall contain at the least the following information and for the following frequency:

VOLUME	15 cubic yards per day average	Weekly	Load count
	60 cubic yards per week total	Weekly	Load count

### **SECTION 3** **MONITORING FACILITIES**

1. Each SIU shall use or provide and operate at its own expense, a monitoring facility to allow inspection, and sampling prior to delivery of waste to the County. Each monitoring facility shall be situated on the SIU's premises, except where such a location would be impractical or cause undue hardship on the SIU and the County approves such alternate location in writing.
2. Ample room shall be provided in or near such monitoring facility, to allow accurate sampling and preparation of samples for testing and analysis. The facility sampling and measuring equipment shall be maintained and cleaned at all times in a safe and proper

operating condition at the expense of the SIU.

3. The Public Works Director may require the SIU to install additional monitoring equipment as necessary to comply with all applicable laws. All devices used to measure waste volume, moisture, presence of "free liquids", consistency, or other qualities shall be calibrated at least annually to ensure accuracy.

#### **SECTION 4** **OTHER SPECIAL CONDITIONS & COMPLIANCE SCHEDULES**

1. Hazardous materials covered by the Resource Conservation and Recovery Act shall be disposed of in accordance with the Act to the extent such applies.
2. The SIU shall not reduce the concentration of regulated pollutants by dilution or attempt to substitute partial treatment for full treatment where treatment is required.
3. This Agreement and right to deliver waste may be suspended, revoked, or terminated at any time after inspection, monitoring, sampling or other analysis determines the SIU has violated the conditions of this Agreement, local, state, or federal law. Bonneville County's reasonable suspicion that an accidental spill from the SIU's transportation of waste addressed under this IWA Agreement/Permit is also grounds for suspension, revocation, or termination of the IWA Agreement/Permit. Upon acceptable curative and remedial measures taken by the SIU for such violation(s), the SIU may request suspension removal or reinstatement or may reapply for permit consideration.
4. The SIU's pretreatment facility, sampling and monitoring devices shall be the responsibility of the SIU and must be properly operated and maintained subject to the record keeping and reporting contained herein.

#### **SECTION 5** **PROHIBITED DELIVERIES**

Despite the forgoing definition of "Liquid Industrial Waste", the following are not permitted for dumping at the SWDS at any time unless otherwise specifically and expressly permitted in writing:

1. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or harm to the SWDS;
2. Pollutants which result in the presence of toxic gases, vapors, or fumes within the SWDS in a quality that may cause acute worker health and safety problems;
3. Trucked or hauled pollutants, except at discharge points designated by the County;
4. Noxious or malodorous liquids, gases, solids, or other waste which either individually or by interaction with other wastes sufficient to create a public nuisance or a hazard to life

or health;

5. Waste containing any radioactive component or isotopes, except as specifically approved in writing by the Director in compliance with applicable state or federal regulations;
6. Grease, unground garbage, paunch manure, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, or mud;
7. Any other waste, which in the opinion of the Public Works Director can cause harm to the operation of Peterson Hill Landfill; and
8. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septic tank waster, or other wastewater.

#### **SECTION 6** **TRANSFER OF PERMIT**

This IWA Agreement/Permit may be reassigned or transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Director and the Director approves the waste delivery permit transfer. The notice to the Director must include a written certification by the new owner or operator which:

1. States the new owner or operator has no immediate intent to change the facility's operations and processes;
2. Identifies the specific date on which the transfer is to occur; AND
3. Assumes full responsibility for compliance with the IWA Agreement/Permit beginning on the date the transfer is to occur.

#### **SECTION 7** **PERMIT MODIFICATION, SUSPENSION, OR TERMINATION**

In addition to termination for any of the foregoing reasons, the Director may immediately modify, suspend, or terminate this IWA Agreement/Permit for good cause including, but not limited to, the following:

1. To incorporate any new or revised local, state, or federal standards or requirements;
2. To address significant alterations or additions to the User's operation, processes, or waste volume or character since the time of the IWA Agreement/Permit;
3. A change in the Solid Waste Department guidelines or operating plan that requires

either a temporary or permanent elimination of the authorized dumping;

4. Information indicating the permitted delivery poses a threat to Bonneville County Solid Waste, County personnel, or adjacent landowners;
5. Violation of any terms or conditions of the IWA Agreement/Permit;
6. Misrepresentation or failure to fully disclose all relevant facts in the waste delivery permit application or in any required report; or
7. Correction of typographical or other errors in the IWA Agreement/Permit.

In the event of a modification of the terms of this IWA Agreement/Permit, the Director shall notify the User in writing within fourteen (14) days prior to adopting the change. Failure to provide such notice, however, does not authorize the User to violate local, state, or federal standards or requirements or engage in unauthorized waste delivery.

## **SECTION 9** **STANDARD CONDITIONS**

The SIU further agrees to the following standards conditions of this IWA Agreement/Permit:

1. **COMPLIANCE:** SIU shall comply with all general conditions and prohibitive delivery standards as set forth in Bonneville County Waste Ordinance 255-23.
2. **ACCESS TO FACILITIES:** Access to SIU's facility shall not be unreasonably denied to Bonneville County or its representatives to:
  - a. Perform inspections upon reasonable notice;
  - b. Communicate inspection information;
  - c. Sample the waste production site for compliance or monitoring purposes; and
  - d. Copy records.
3. **RECORD RETENTION:** SIU shall retain and preserve for three (3) years all records, books, documents, memorandums, reports, correspondence relating to monitoring, sampling, weights, and chemical analyses of waste. It shall further retain and preserve all records pertaining to matters subject to enforcement or litigation. SIU shall make every attempt to assure all retained records are preserved, accurate, and presented in a legible manner.
4. **LOAD WEIGHT CERTIFICATION:** SIU shall pay for waste disposal based on the certified weight tickets which shall be presented for each load and the published Bonneville County fees for waste disposal at the SWDS.
5. **FALSE STATEMENTS:** Any person who, knowingly makes any false statement on any

report or other required document, renders any monitoring device or method inaccurate, or otherwise violates provisions of the County Waste Ordinance, this Agreement, or federal or state regulatory requirements shall be liable to enforcement under applicable law.

6. **FEES, FINES, AND PENALTIES:** SIU is subject to all applicable fees, fines, enforcement actions, penalties, surcharges, and other costs pertaining to the SIU's disposal as outlined in this Agreement or as may otherwise be imposed by ordinance, local, state, or federal law.
7. **RENEWAL:** A minimum of sixty (60) days prior to the expiration of this IWA Agreement/Permit, the User shall submit an application for a new permit.
8. **INSURANCE:** SIU agrees to obtain and keep in force and effect during the life of this Permit a policy or policies of public liability insurance covering loss or damage to the Solid Waste Disposal Area, or to third parties, by act or omission of the SIU. SIU shall obtain a liability insurance policy covering SIU's compliance with this IWA Agreement/Permit in a single limit amount of not less than one million dollars (\$1,000,000.00) per occurrence.
9. **LIABILITY (Indemnification, Defense, and Hold Harmless):** SIU further agrees to indemnify, defend, and hold the County harmless from any and all claims, actions, causes of action, fees, costs, or claims of any kind or nature arising out of or resulting from any act or omission of SIU, or its agents, employees or contractors, arising from the maintenance and operation of SIU's respective systems as well as SIU's activities including disposal of materials at the SWDS. SIU understands this obligation may likely exceed the amount of the required insurance limit anticipated herein.