

# NORTH CAROLINA HOUSEHOLD HAZARDOUS WASTE TECHNICAL RESOURCE GUIDE FOR LOCAL GOVERNMENTS



Created by the Carolina Recycling Association Household Hazardous Waste Council and the North Carolina Department of Environmental Assistance and Customer Service



## **The Carolina Recycling Association Household Hazardous Waste Council**

The Household Hazardous Waste Council of the Carolina Recycling Association (CRA) has been operating for more than 20 years to advance recycling and disposal of household chemicals through educational outreach and program development assistance. The Council draws on a vast network of experienced public and private sector professionals in the recycling and waste disposal industry.

## **N.C. Division of Environmental Assistance and Customer Service**

The N.C. Division of Environmental Assistance and Customer Service (DEACS) is a non-regulatory division of the North Carolina Department of Environmental Quality offering technical and financial assistance to businesses, manufacturers, local governments, institutions, economic developers, and citizens in environmental management.

## **N.C. Division of Waste Management**

The N.C. Division of Waste Management of the North Carolina Department of Environmental Quality regulates solid waste disposal, hazardous waste management, underground storage tanks and Superfund cleanups and provides technical assistance to businesses, industries, local governments, and citizens to help reduce and better manage wastes.

*This technical resource guide provides guidance only and was created to assist local governments in North Carolina with creating and maintaining household hazardous waste programs. Nothing in this resource guide alters or replaces any applicable legal requirement, including but not limited to applicable legal requirements created by federal, state, or local ordinance, statute or regulation.*

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# 1. Introduction to Household Hazardous Waste

Household hazardous waste (HHW) includes common household products that can pose environmental or health risks if not managed properly. These items can catch fire, react, or explode under certain circumstances, or they can be corrosive or toxic. Household chemicals are often used to paint, clean, and maintain homes, gardens, and yards. Improper disposal of HHW can include pouring these materials down the drain, on the ground, or down storm sewers. HHW that escapes into the environment can cause water and soil pollution that harms ecosystem and human health.

While residents are allowed to dispose of household hazardous wastes in a lined landfill, they are encouraged to minimize disposal to reduce the toxicity of landfill leachate. Residents can do this by using the product as intended or dropping off these wastes at an HHW collection event or facility that is set up to divert HHW to a permitted hazardous waste facility for treatment or disposal.

Commonly reported wastes collected at HHW collection sites include fluorescent bulbs, mercury containing devices, flammable materials, aerosols, acids, bases, oxidizing materials, poisonous materials, corrosive materials, pesticides, fertilizers, lead acid batteries, compressed gasses, antifreeze, motor oils, and paints.

## *Hazardous Waste Laws and Regulations*

At the federal level, the Resource Conservation and Recovery Act (RCRA) provides a framework for proper management of hazardous waste. The requirements of RCRA are applied and managed by the Environmental Protection Agency (EPA).

HHW is exempt from federal hazardous waste regulations and liability under RCRA Subtitle C. Even though HHW is not regulated under RCRA as a hazardous waste, it is still subject to any applicable federal RCRA Subtitle D and/or state solid waste requirements. [NC DEQ's Division of Waste Management – Solid Waste Section](#) regulates the collection of household hazardous waste. Information about applying for state HHW collection permits is in the [Permitting Section](#).

Since HHW is only subject to solid waste requirements, local government programs that collect HHW do not need a RCRA Subtitle C permit or EPA identification number for the HHW collection site. No quantity of HHW or length of time of accumulation of HHW triggers the RCRA Subtitle C requirements as long as the waste meets the definition of a household waste. RCRA Subtitle C hazardous waste transportation requirements also do not apply to HHW, so residents can bring HHW to a collection facility in their cars. The U.S. Department of Transportation requirements do, however, apply to hazardous materials (including HHW), but these requirements apply to larger amounts of hazardous materials than are typically transported by a resident to a HHW collection event.

For household waste to be exempt from RCRA Subtitle C regulation as a hazardous waste, the waste must be generated by individuals on the premises of a temporary or permanent residence *and* composed primarily of materials found in the wastes generated by consumers in their homes.

“Household waste” means any material (including garbage, trash, and sanitary wastes in septic tanks) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day-use recreation areas).

Household waste, including household waste that has been collected, transported, stored, treated, disposed, recovered (e.g., refuse-derived fuel) or reused is a solid waste but not a hazardous waste (even if the household waste exhibits a characteristic of hazardous waste).

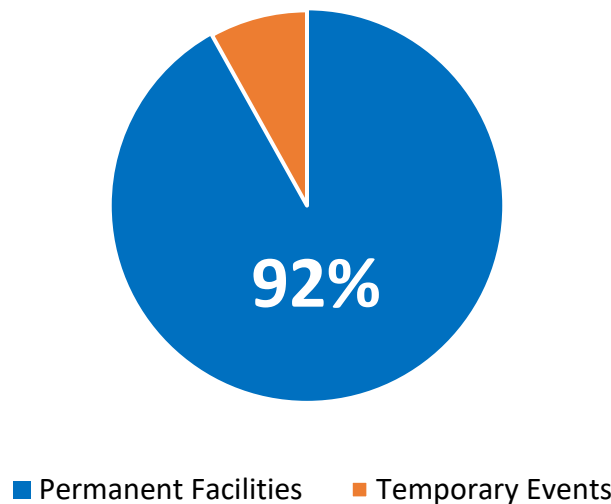
Even if waste generated by a commercial or industrial establishment *looks* like or is similar in nature to household waste, it is not exempt from federal hazardous waste regulations.

The household waste exemption applies to HHW throughout its entire management cycle. The waste collected through an HHW collection program does not lose its exemption by being consolidated with other household waste. When a program accepts only waste from households, there are no applicable federal hazardous waste regulations. However, the expectation is that once HHW is removed from the landfill waste stream and collected at an HHW collection event or facility, it will then be disposed at a permitted hazardous waste facility.

## 2. HHW Programs in North Carolina

The Division of Environmental Assistance and Customer Service (DEACS) created a [map of HHW programs](#) operated by local governments in North Carolina during Fiscal Year 2020-2021. The map includes year-round permanent HHW facilities and temporary HHW collection events and is updated by DEACS on an annual basis. In FY 2020-21, 20 counties and four municipalities held temporary HHW collection events, and 22 counties operated permanent HHW facilities. The Solid Waste Section also maintains a list of [Permanent HHW Collection facilities](#).

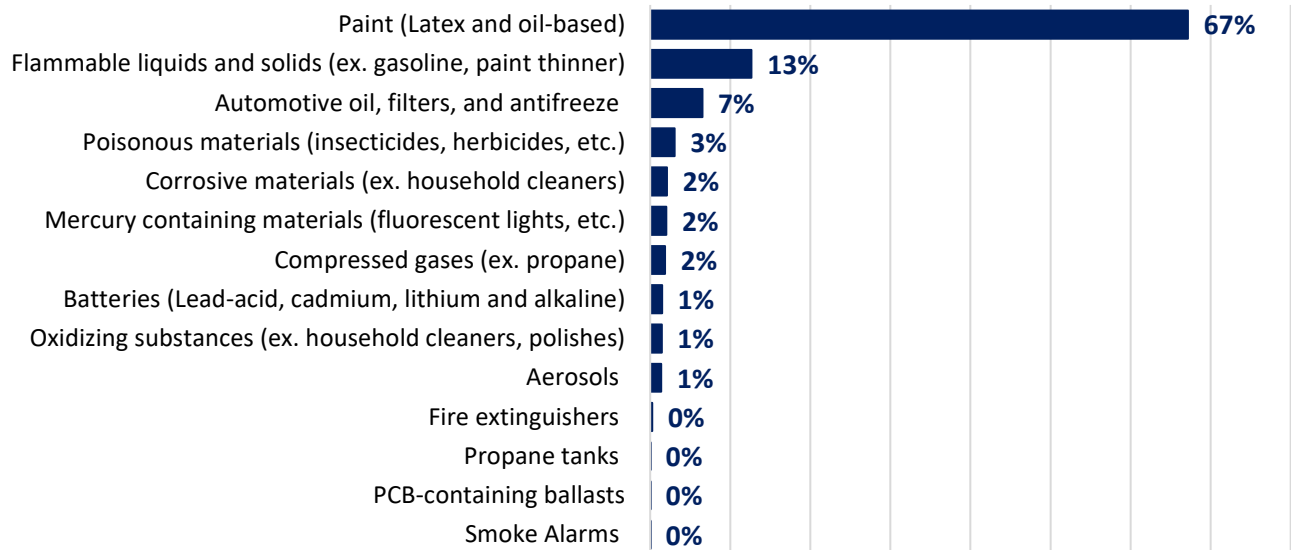
In FY 2020-21, the 22 local governments that operated permanent HHW facilities collected 4,234 tons of HHW, constituting 92 percent of total HHW collected. The 24 local governments that held temporary HHW collection events collected 373 tons of HHW, constituting eight percent of total HHW collected. Shown in Fig. 1, permanent HHW collection facilities collect more HHW per program than temporary collection events in the state.



**Fig. 1. FY 2020-21 percent of total HHW collected in North Carolina by program type<sup>1</sup>**

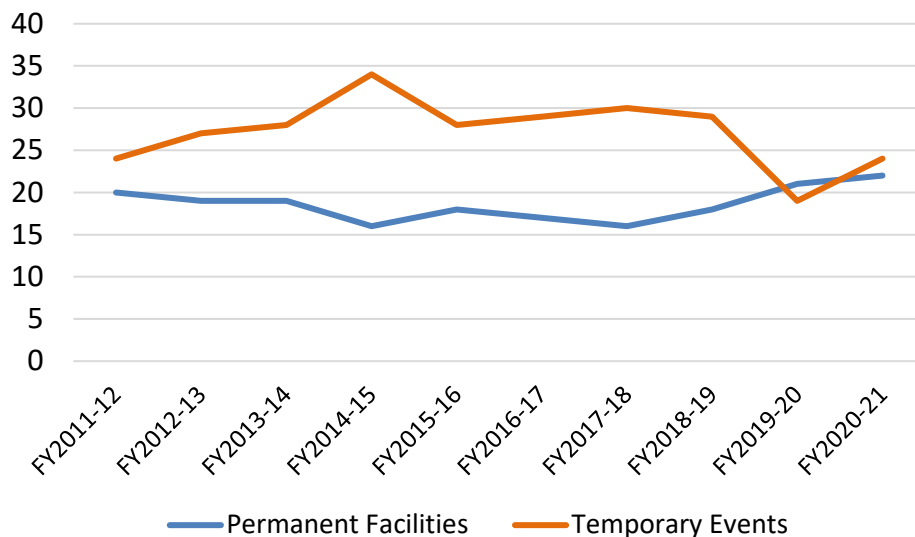
<sup>1</sup> Solid Waste Section permit reports

Fig. 2 shows the breakdown of HHW collected from the 22 permanent HHW facilities operating in FY 2020-21.<sup>2</sup> Paint is the most common material in HHW collection.



**Fig. 2. Composition of HHW Collected from NC Permanent HHW Facilities in FY 2020-21**

Fig. 3 below shows the number of permanent HHW facilities and temporary collection events in North Carolina over the past 10 years. The number of temporary collection events peaked in FY 2014-15. The number of temporary events decreased in FY 2019-20 and FY 2020-21 because of event cancellations during the COVID-19 pandemic. Fig. 4 shows the amount of HHW collected by both temporary and permanent HHW collection programs since FY 2011-12. The largest amount of HHW was collected in FY 2015-16, followed by FY 2020-21.



**Fig. 3. Number of NC local governments operating HHW programs since FY 2011-12<sup>3</sup>**

<sup>2</sup> Solid Waste Section permit reports

<sup>3</sup> DEACS local government annual reports

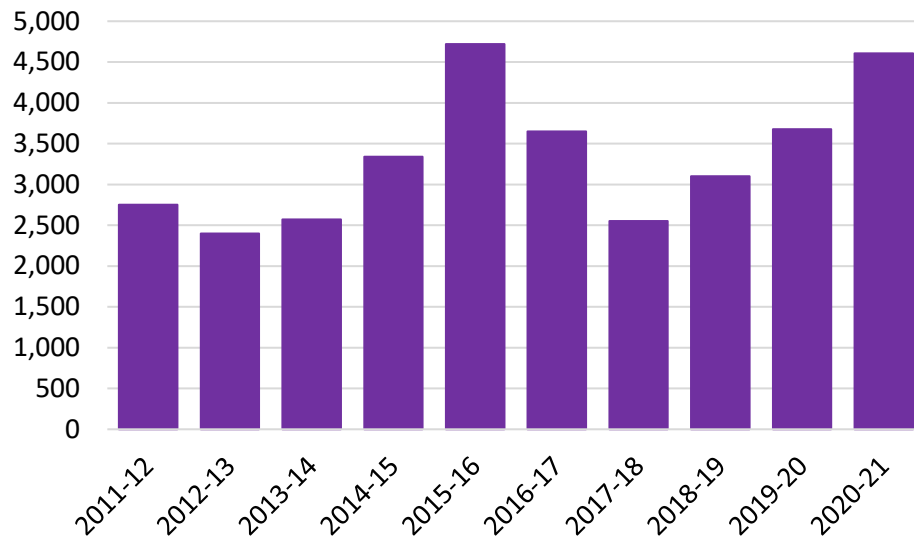


Fig. 4. Tons of HHW collected by NC local governments since FY 2011-12<sup>4</sup>

### 3. HHW Program Types

There are three types of HHW collection: single-day, milk run and permanent. Careful consideration should be given to the type of collection program chosen to meet the needs of the community.

#### Single-Day HHW Collection Events

All HHW programs trace their roots the single-day HHW collection event. Advantages of single day collection include:

- a specific program date,
- flexible collection time,
- items collected can be broad or narrow depending on funding,
- permitting is straightforward,
- positive media coverage,
- flexible site selection (fairgrounds, civic center parking lots, etc.), and
- manageable costs.

Limitations of single-day HHW collections include:

- single-day collection events collect much less material than permanent collection,
- planning can be time-consuming,
- heavy reliance must be placed on selected contractors,
- site setup and breakdown makes for a long collection day,
- the ability to use creative, cost-saving avenues of site and vendors are limited, and
- first-time HHW events can experience pent-up demand and large volumes of material.

<sup>4</sup> Solid Waste Section permit reports



### **Milk Run HHW Collection**

This variation on the single-day event is unique and effective. New Hanover County collects HHW through milk run collection using a [mobile HHW unit called the HazWagon](#). A milk run collection works as follows:

- 1) A schedule of collection locations, dates, and times are advertised throughout the county well in advance of the collection event.
- 2) The county or contractor mobilizes a service vehicle and a small number of trained staff members.
- 3) A small operations area is established at each predetermined collection site where HHW is collected from residents.

Advantages of milk run HHW collection include:

- optimum participation in areas where an established network of solid waste convenience centers already exists,
- collection requires a small number of personnel,
- limited setup and breakdown,
- collection is convenient for residents, and
- can provide full-county coverage.

Limitations of milk run collection include:

- planning and advertising must be completed and implemented far in advance of collection days,
- media coverage can be less eye-catching than the single-day single-site collection, and
- each collection location will be limited to a specific day and timeframe.

### **Permanent HHW Collection Programs**

Permanent HHW collection programs collect much greater amounts of material than single-day events and provide the most opportunities for cost-savings and creativity by hands-on solid waste staff.

Permanent HHW collection sites provide residents with set days and times to dispose of their HHW. This scheduling helps with advertising efforts and citizen planning. Some permanent programs are open a few select days per year, while others operate on a regular basis year-round. HHW collections can be managed by local government staff or contractor personnel at government-owned sites. Collection can also be managed and operated by contractor personnel at the contractor's location. The HHW collection site can be a permanent building equipped with sufficient containment and other applicable safety features or a pre-engineered storage building.

#### *Advantages of Permanent HHW Collection*

Managing permanent HHW collection sites is an ongoing exercise in creativity that can lead to cost-efficient alternatives for managing costs. For example, choosing to staff the operation with trained local government employees instead of contractors proves to be cost-effective. Volunteer labor from the local industry, fire department, or Local Emergency Planning Committee can also provide an alternative to paying for a full contractor's staff.

Programs can also expand services and lower costs through reuse and exchange programs. Some permanent collections operate latex paint exchanges or donate paint to local charities. Other programs hold swap shops to offer certain items for reuse and exchange. Some industries will provide various operating supplies at no cost such as DOT-approved containers to package materials, personal

protective equipment, and other safety and operational supplies. While these ideas require planning and networking with multiple industries and agencies, the results reduce the overall cost of HHW collection.

*Limitations of Permanent HHW Collection:*

- Site location and permitting procedures are more extensive than single-day collection events.
- Initial startup costs can be a hurdle without sufficient planning.
- Continuous oversight is necessary to maintain and grow permanent HHW programs.

**Special Collections: Very Small Quantity Generator (VSQG) Hazardous Wastes**

Businesses that generate small amounts of hazardous waste (no more than 220 pounds of hazardous waste per month) are classified by the EPA as Very Small Quantity Generators (VSQGs). These businesses are exempt from most hazardous waste regulations that apply to small and large quantity hazardous waste generators. VSQGs must not exceed specific threshold amounts of hazardous waste and are required to ensure delivery of the hazardous waste to one of the locations described in the federal hazardous waste regulations. One of the allowed locations a VSQG may ensure delivery of their hazardous waste is to a facility permitted, licensed, or registered by a state to manage municipal solid waste.

North Carolina solid waste management rules are more stringent than those of the EPA and prohibit disposal of hazardous waste, including VSQG hazardous wastes, in municipal solid waste landfills. However, NC DEQ Division of Waste Management allows management of VSQG hazardous wastes at HHW collection facilities that are located on and operated by a local government.

*Important Considerations for Accepting VSQG Hazardous Waste at a HHW Collection Event*

Accepting VSQG waste at HHW collection events is beneficial since it ensures that this hazardous waste is not placed in the landfill. However, VSQGs can complicate HHW collection and local governments considering collecting VSQG waste may want to consider the following:

- It can be difficult to ensure that the business is only a VSQG (and not operating as a small or large quantity generator). Only hazardous waste from a VSQG may be received at a local government HHW collection event.
- Mixing HHW (which is exempt from hazardous waste rules) and VSQG hazardous wastes (still classified as hazardous waste but exempt from certain requirements) **could subject the resultant mix to all hazardous waste requirements.** (For example, mixing means pouring the two wastes together, not placing the containers of each on a pallet next to one another.)
- VSQGs could overwhelm single-day event collections designed for residents and add significant costs to the event.

Local governments can also charge VSQGs for using HHW programs. Charging VSQGs comes with its own considerations:

- How will the program accurately identify VSQGs? It is sometimes questionable if VSQGs are not actually Small Quantity Generators (SQGs), which are more heavily regulated.
- How will the program set up a system to charge VSQGs?
- How will the program meet the needs of VSQGs as well as residents?

The inclusion of VSQGs waste collection at an HHW program requires additional planning. When beginning an HHW program, it may be best to start with only HHW and consider adding VSQGs later when the HHW program is well-established.

## 4. Vendors

All materials collected at an HHW program can be sent to one full-service vendor. Alternatively, HHW programs can separate materials that are more easily managed, such as lightbulbs and batteries, and dispose of them with different vendors. Individually marketed materials from HHW programs often include used cooking oil, motor oil, oil filters, batteries, and antifreeze.

Below is the list of full service HHW vendors reported as contractors used by North Carolina local governments in their FY 2020-21 [solid waste and materials management annual reports](#). These vendors are not an all-inclusive list, nor does DEQ endorse any of these companies.

- [3RC Resource Recovery & Reduction Company](#)
- [Clean Earth, Inc.](#)
- [Clean Harbors Environmental Services](#)
- [ECOFLO, Inc.](#)
- [Heritage Environmental Services](#)
- [MXI Environmental Services](#)
- [Tradebe Environmental Services](#)
- [Veolia Environmental Services](#)

### *NC Recycling Markets Directory*

For more information about these full-service vendors or to find vendors for specific materials, use the [NC Recycling Markets Directory](#). This searchable online directory lists recycling companies that collect, transport, broker, process or remanufacture recovered materials in North Carolina, including materials commonly collected a HHW programs. Example Requests for Proposals for HHW contractors for collection from temporary events and permanent facilities are provided in [Appendix 1](#) and [Appendix 2](#).

The NC Department of Administration maintains a [term contract](#) for the recycling of fluorescent lamps, ballasts, and other mercury-containing devices that can be used by local government programs that collect materials from the public as well as state and local agencies.

### *[Pesticide Disposal Assistance Program \(PDAP\) for pesticides](#)*

The PDAP, within the N.C. Department of Agriculture and Consumer Services, provides free assistance to manage and supervise the safe collection and lawful disposal of banned, outdated, or unwanted pesticides from residents, farmers, and commercial applicators. PDAP assists and potentially sponsors the collection of pesticides from single-day/temporary HHW collection events and also from permanent facilities with the capacity for long-term storage of pesticides. For potential HHW sponsorship by PDAP, the HHW program coordinator must submit a Request for Assistance (RFA) to the PDAP Manager in advance of the single-day HHW event or prior to sponsorship of the HHW permanent facility.

## 5. Permitting and Application Processes

The [Division of Waste Management – Solid Waste Section](#) regulates the collection of household hazardous waste. Permanent HHW collection facilities are required to obtain a permit, while temporary HHW events are required to submit an application for each event. The Division of Waste Management's Hazardous Waste Section has requirements for VSQG collection events.

### ***Permanent HHW Permits***

Solid Waste Section's Permitting Branch permits permanent HHW collection facilities under North Carolina Administrative Code [15A NCAC 13B .0300](#) as Treatment and Processing facilities. The Solid Waste Section maintains a list of [permitting branch engineer assignments](#) by county.

Local governments interested in collecting HHW at a permanent facility must obtain a permit to construct and operate a permanent HHW collection facility. Permit applicants work with their certified engineer on the construction and operation of HHW facilities. No construction or operation is allowed prior to obtaining a permit. Interested governments should reach out to their permitting engineer well in advance of estimated program start dates for HHW collection. Completing the permit process could take six to 12 months depending on workload and the number and timing of comment/response cycles.

The permit allows a permanent HHW facility to operate year-round according to specific rules and an approved facility operations plan, which is a detailed explanation of facility operations and how it meets the rules and common HHW collection procedures. A site plan, construction plan, operations plan, and closure plan are submitted in one permit application. The permit is issued in two parts. The initial permit allows construction only and requires that the permittee meet certain conditions to get approval to operate, including that the consulting engineer has certified that construction has been done according to the plans and that the facility has held a preoperational meeting and inspection with DEQ prior to operation. Then DEQ will issue formal go ahead by letter (if operational conditions were included in the original permit) or a separate permit to operate.

Permits must be renewed every five years. Example Operations and Contingency Plans are available in [Appendix 3](#) and [Appendix 4](#). The permanent HHW collection facility is issued a permit number and a HHW identification number. The facility is required to submit a report of fiscal year collection data ([Facility Annual Report](#)) annually by August 1 to the Solid Waste Section.

### ***Temporary HHW Event Applications***

Local governments holding one-day HHW collection events are required to submit to the Solid Waste Section an Application for Household Hazardous Waste Identification Number for each temporary event. It is common for an applicant to conduct two temporary events annually, usually in the spring and fall. A HHW identification number is issued to the applicant – valid for the temporary event only – when the application is approved. To find the application, go to: [https://edocs.deq.nc.gov/Forms/hhw\\_event](https://edocs.deq.nc.gov/Forms/hhw_event).

Within 30-days of the conclusion of the approved temporary collection event, the applicant is required to submit a Household Hazardous Waste Collection Event Report, detailing collection data, to the Solid Waste Section. Report link: [https://edocs.deq.nc.gov/Forms/hhw\\_cer](https://edocs.deq.nc.gov/Forms/hhw_cer)

### ***VSQG Event Applications***

The [Division of Waste Management – Hazardous Waste Section's Compliance Branch](#) has initiated a pilot program for local governments that plan collection events located on county or municipal property for

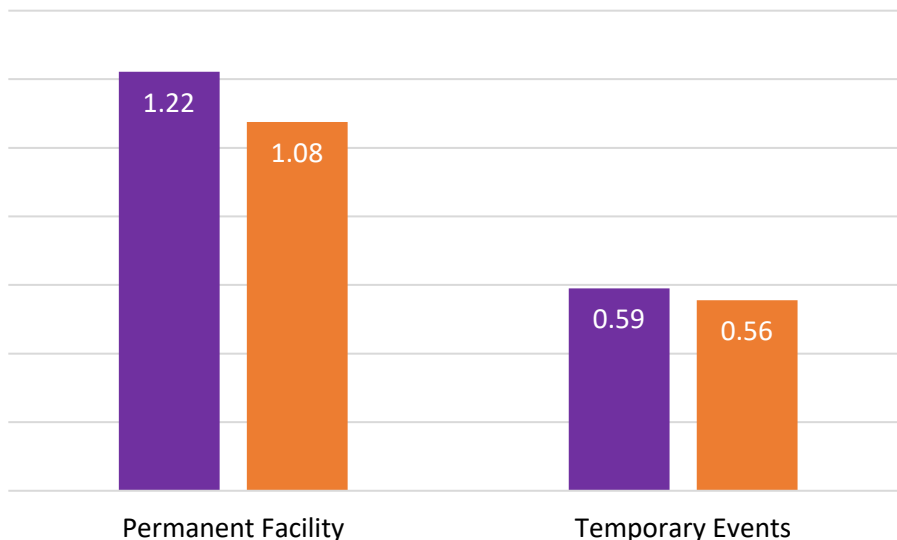
the collection of VSQG hazardous waste. This type of event does not need to be associated with an HHW collection but must meet specific requirements. For more information on VSQG collection events contact Brent Burch, Hazardous Waste Compliance Branch supervisor, at 919-270-2049 or by email at [Brent.Burch@ncdenr.gov](mailto:Brent.Burch@ncdenr.gov).

## 6. Costs and Funding

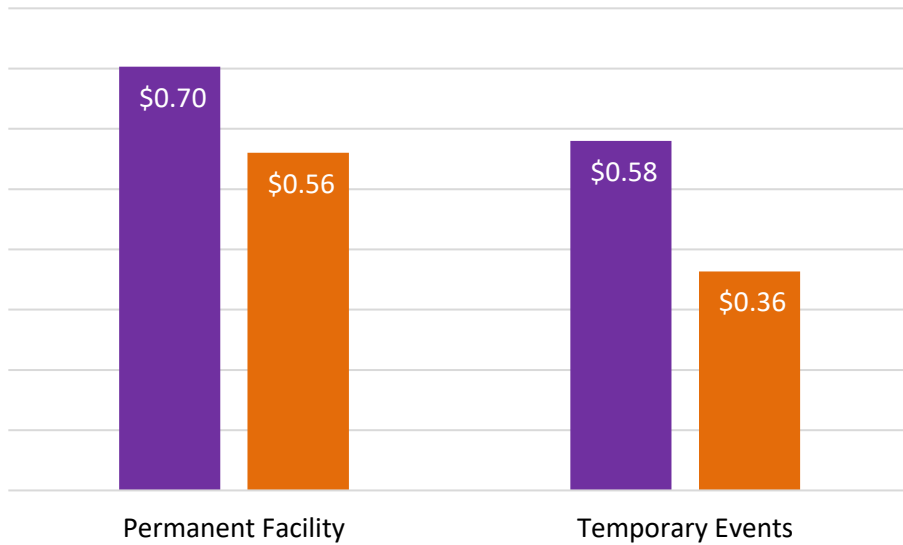
Managing HHW can be a significant cost whether as a one-day event or a permanent facility. It is difficult to accurately project the potential costs and amounts of a new HHW program using statewide data. Local government HHW program costs vary widely depending on the type of collection, the use of one or multiple contractors, contractor mobilization fees, population size and economies of scale, and the competitive advantage of bidding contractors. However, statewide data is useful to show overall trends in permanent facility versus temporary event collection of HHW. This section offers cost examples, ideas about funding mechanisms, and tips for cost savings.

### *Statewide Costs Overview*

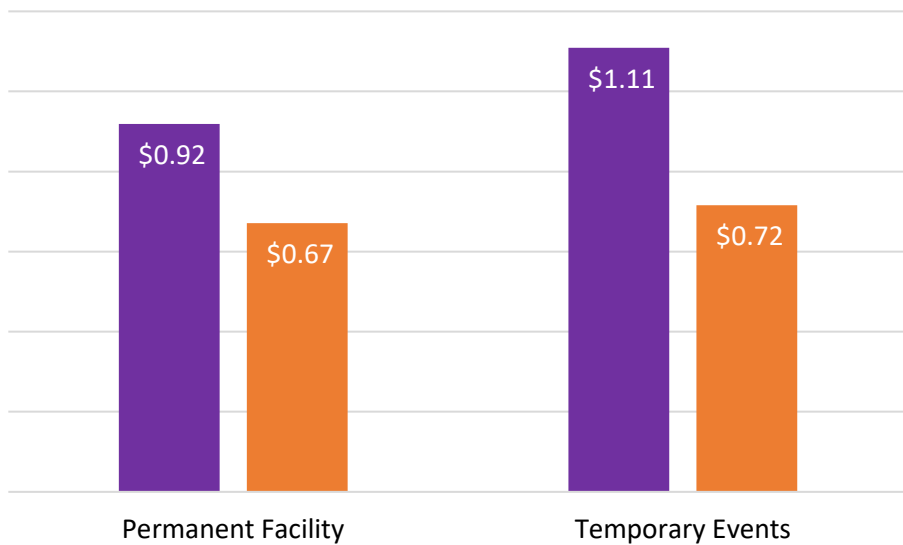
The graphs below compare HHW collection from permanent facilities and temporary events with FY 2020-21 data from DEACS' local government solid waste and materials management annual reports. Costs are the fiscal year cost to operate the HHW collection program. On average, permanent facilities collected roughly twice as many pounds of HHW per capita than temporary events (Fig. 5). The average cost of operating permanent HHW programs per capita is roughly 20 percent greater than the cost of temporary collection events per capita (Fig. 6). In general, permanent HHW collection is more efficient and cost-effective per pound and per participant than temporary event collection. The cost per pound of HHW is lower in permanent facilities than in temporary events (Fig. 7), and the cost per participating household is lower in permanent facility collection than in temporary event collection (Fig. 8).



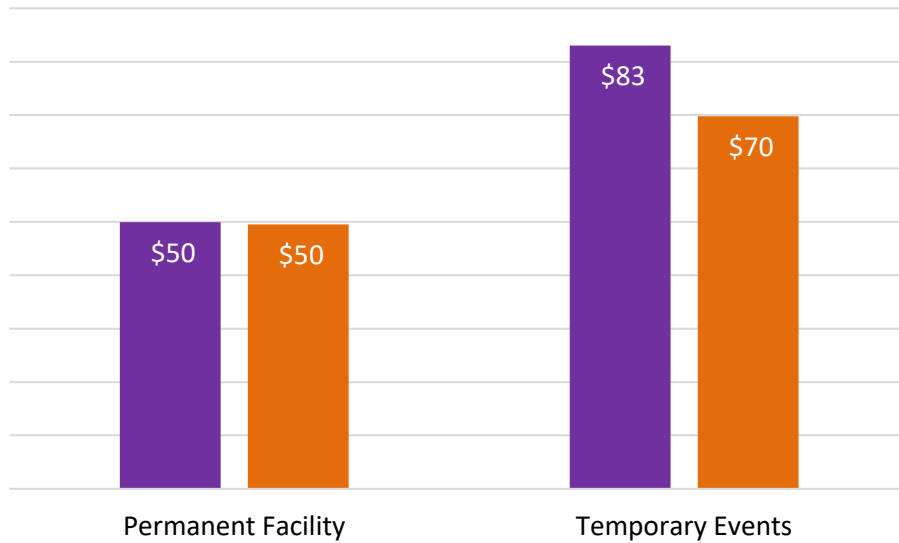
**Fig. 5. Average and Median Pounds of HHW Collected per Capita for Permanent Facility (n=21) and Temporary Event (n=21) Programs, FY 2020-21**



**Fig. 6. Average and Median Cost per Capita for Permanent Facility (n=18) and Temporary Event (n=19) Programs, FY 2020-21**



**Fig. 7. Average and Median Cost per Pound of HHW for Permanent Facility (n=18) and Temporary Event (n=19) Programs, FY 2020-21**



**Fig. 8. Average and Median Cost per HHW Program Participant for Permanent Facility (n=14) and Temporary Event (n=15) Programs, FY 2020-21**

Specific examples of NC local government HHW program costs for permanent facility collection and temporary events in FY 2020-21<sup>5</sup> are below:

**Permanent Facilities Examples, FY 2020-21**

County	Population	Number of days operated per year	Number of participating households	Pounds HHW collected in FY 2020-21	Fiscal year cost to operate HHW program
Cabarrus	227,304	24	3,184	343,876	\$123,500
Chatham	76,597	9	1,036	84,744	\$43,000
Henderson	116,495	6	1,194	93,879	\$65,000

**Temporary Event Examples, FY 2020-21**

County	Population	Number of days operated per year	Number of participating households	Pounds HHW collected in FY 2020-21	Fiscal year cost to operate HHW program
Alamance	171,980	2	896	95,508	\$62,525
Alexander	36,372	1	215	23,552	\$16,860
Surry	71,345	1	324	30,765	\$15,970

<sup>5</sup> DEACS local government annual reports

## Funding Mechanisms for HHW Programs

- *Tipping fees:* Tipping fees from the landfill are a good source of funding for a program. An increase in tipping fees may be necessary. It may also be possible to establish a tipping fee at the HHW collection facility.
- *Water/sewer bill:* Local governments can implement additional charges on water and sewer bills for HHW collection, as HHW programs help divert hazardous materials from water and sewer systems.
- *Household Solid Waste or Availability Fee:* HHW programs can be funded from household solid waste fees or availability fees.
- *Request funds in annual budget:* HHW can be added as a line item in the solid waste budget.
- *Private ownership or sponsorship:* Find an individual or group interested in being the permanent contractor and fully responsible for the HHW facility. Local companies may also sponsor or co-host HHW programs.
- *Grants:* DEACS can provide [grant funding](#) with the Community Waste Reduction and Recycling Grant Program for projects that implement new permanent HHW programs or expand existing permanent HHW programs. Grant funds cannot be used toward operational costs or payments to contractors.

## Cost-Saving Tips

There are several cost-saving resources and tips that local governments can adapt to operate a HHW collection facility or event.

### [Pesticide Disposal Assistance Program \(PDAP\)](#) for pesticides

The PDAP, within the N.C. Department of Agriculture and Consumer Services, provides free assistance to manage and supervise the safe collection and lawful disposal of banned, outdated, or unwanted pesticides from residents, farmers, and commercial applicators. With proper approval, preparations, and planning, the PDAP can assist and potentially sponsor the collection of pesticides at one-day/temporary HHW events and from permanent HHW collection facilities with the capacity for long-term storage of pesticides.

### *Limit pounds per car and/or overall collection*

Placing pound limits on the amount of HHW accepted per household (for example, limiting each car to 50 pounds of HHW) can help ensure that costs do not exceed the planned budget. This is particularly relevant for first-time collection events where residents will have high demand to dispose of their stockpiled materials. HHW contractors can be directed to stop accepting materials once a certain number of pounds of HHW has been collected.

### *Limit latex paint*

Latex paint constitutes the majority of the materials collected at HHW programs and is proportionally the largest cost. To reduce costs, limit the number of cans of latex paint accepted. As latex paint is not a hazardous material, encourage residents to dry any smaller amounts of paint into a solid and dispose of it in the regular trash. Local governments can also reduce contract costs from disposal by bulking and drying out paint themselves rather than paying the contractor for disposal.

### *Swap Shops*

Swap shops can minimize the amount of material the contractor needs to haul away. Materials in their original, well-labeled container and still in useable condition can be placed in a swap shop for the public.



Make sure that residents sign a release of liability before taking any products. Items found in swap shops include paint, stain, thinner, lamp oil, motor fluid, charcoal lighter fluid, car polishes and waxes, household cleaners, grease, and some lawn and garden chemicals.

#### *Use salvaged materials*

Items found in a swap shop are also suitable for use at the HHW facility or other departments in the local government. Useable items, such as paint, can be blended and colored for reuse. Using these materials within the organization can save on both purchasing and disposal costs.

#### *Use multiple contractors*

Using multiple contractors instead of a full service HHW contractor can help lower costs. A local recycler may take materials at lower cost if they have minimal transportation costs. Whatever cannot be managed locally can then go to the contractor.

#### *Contractor negotiations*

Depending on the market and competition in the area, a contractor may be willing to provide equipment, structures, discounts, or monetary support in exchange for a term contract.

#### *Regional programs*

A regional event or permanent facility can be one or multiple locations in a region. For one-day collection or permanent facilities, regional programs can save participant governments on advertising, collection, and personnel costs.

#### *Review insurance policy*

There could be provisions in insurance policies to accommodate additional buildings designed to increase safety. A facility at a landfill may lower liability costs based on the decreased risk of employees unknowingly handling HHW in the regular waste stream.

#### *Provide labor to support contractor's staff*

Reduce contract costs by using local government staff or volunteers to support contractor's staff. Any personnel unloading or handling wastes should have a minimum of OSHA HAZWOPER 24-hour training or a current eight-hour refresher training.

#### *Volunteer labor*

There are several organizations from which to find competent volunteers. Local businesses that are ISO 14001 certified may be willing to offer work credit to employees willing to participate in collection events. The local fire department or [Local Emergency Planning Committee](#) may have members interested in volunteering. University chemistry departments or teachers may be willing to offer class credit for volunteering. Community members may want to offer their time to help. Make sure volunteers sign a release of liability.

#### *Donated space from military or public lands*

Use public or donated land for the collection site for either permanent facilities or one-day collection events.

## 7. Planning

### *Participation and Waste Volumes*

Average participation in HHW programs is about one percent of total households. To roughly calculate household participation, take the total population eligible to participate in the HHW program and divide by three. Heavily advertising prior to HHW events will increase participation. The distance that residents must travel to the site also impacts participation.

A six-month planning timeline for temporary HHW events is found in [Appendix 5](#). An example survey participant form is found in [Appendix 6](#). Surveys are used to ask where participants heard about the event and to provide their zip codes to track the collection event's geographical reach.

### *Collection Sites*

For both permanent HHW sites and temporary events, consider access and proximity to the largest number of potential participants, potential traffic flow patterns, and space. Sites should be centrally located and easily accessible. Sites need to be large enough to handle large volumes of vehicle traffic as well as space for loading and unloading trucks and trailers.

Good possible locations for temporary collection events include fairgrounds, schools, shopping centers, government buildings, or civic center parking lots. For permanent sites, local planning and zoning officials can help determine site locations based on regulations requiring setbacks, buffer zones, and restricted areas. Sites should have an impermeable surface in the areas where materials will be offloaded, collected, and stored as well as water and electrical service. HHW collection sites should be entirely fenced and secured.

### *Building and Staff for Permanent HHW Collection*

Buildings used for HHW store program supplies and safety equipment as well as the waste materials collected from the public. A permanent HHW program can use a prefabricated chemical storage building with multiple locking bays or a design/build structure. Whichever building is used, the structure should allow for collection and handling of waste materials to take place out of the elements, have room for storage of waste with secondary containment, fire suppression, and ventilation, and be designed in a manner that leaves room for the program to grow over time. Some communities choose to use sheds for storage of program supplies.

Permanent HHW programs can operate the facility through their full-service contractor or train solid waste employees to unload, handle, and package HHW. Training county staff on OSHA HAZWOPER to then manage HHW collection at permanent sites reduces the labor costs of contracted HHW service. The table below provides example startup costs for a new permanent HHW facility with a modular building and collection by county staff.

<b>Example Startup Costs</b>	
Delivery and installation of Chemloc storage building with electrical hookup	\$48,000
Concrete pad and carport cover for collection and handling	\$8,000
Fencing for collection area	\$7,000
Supplies (tables, carts, boxes, pallets, absorbent)	\$2,500
Personal protective equipment and fire extinguishers	\$2,000
Education and outreach (brochures and advertising)	\$1,500
Site signage	\$500
HAZWOPER training for three county employees	\$3,000
<b>Total building startup costs</b>	<b>\$72,500</b>

### *Education*

Education and outreach are essential to spread the word about single-day HHW events, particularly for new programs. Effective outreach can combine online, print, and radio advertising. Permanent HHW facilities also need to maintain educational materials online and at local government sites to remind residents about HHW collection. DEACS can also provide customized outreach and education materials for any type of HHW program, such as the example provided in [Appendix 7](#).

### **Acceptable and Unacceptable Wastes**

#### *Unacceptable Wastes*

Medical, explosive, ammunition, and radioactive materials such as needles, sharps, prescriptions, aerial flares, ammunition, and smoke detectors are frequently excluded by HHW contractors. Local governments can secure their sheriff's departments to collect some of these materials onsite.

Below is a list of materials that are frequently collected at HHW programs.

<b>Acceptable Wastes</b>	
Fuel liquids (gasoline, kerosene, paint thinners)	Propane and other gas cylinders
Other flammable organic liquids	Latex paint
Aerosols	Oil-based paint
Pesticides	Oxidizers
Fertilizers	Reactive materials
Alkaline materials	Organic peroxides
Mercury-containing products (thermostats, lamps, bulbs)	Batteries (alkaline, lithium, nickel-cadmium, silver-zinc, lead acid)
Fluorescent lights	Used oil
Computers and electronics	Oil filters
Antifreeze	Acids

### *Document Shredding*

Some local governments also provide document shredding services for residents in conjunction with their HHW collection events. Residents can be limited to one or two boxes per household to keep amounts reasonable.

### *Recycling and Disposal Options*

- Reuse: Useable latex paint can be donated to local nonprofits or used for municipal projects. Latex paint can also be used as Posi-Shell for landfill cover.
- Recycling: Used motor oil, lead acid batteries, rechargeable batteries, fluorescent light bulbs, and paints may be recycled.
- Fuels Blending: Most solvents and ignitable materials can be blended into fuel for industrial boilers and burners (typically cement kilns) as a substitute for petroleum or natural gas.
- Incineration: Most pesticides and other toxic products are incinerated as required under federal law for similar industrial wastes.
- Chemical Treatment: Acids and bases may be neutralized, cyanides detoxified and some unstable chemicals chemically deactivated. Unstable latex paints are chemically treated.
- Hazardous Waste Landfill: Some amount of material may be sent to landfills designed and permitted for hazardous waste disposal if no other treatment method is suitable.

## **8. Training**

Proper training of all personnel is essential to safe and efficient HHW collection. This section provides an overview of health and safety standards and suggestions for safe collection.

The Occupational Safety and Health Act (OSHA) General Duty Clause, Public Law 91-596, prescribes minimum requirements for the prevention and control of conditions that may be hazardous to workers' health. The OSHA General Duty Clause states in part that:

“Each employer 1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death and serious physical harm to his employees; 2) shall comply with occupational safety and health standards promulgated under this Act.”

There are many parts to this regulation. However, the parts that focus on workplaces where hazardous chemicals exist are particularly appropriate to examine for hazards that may exist at a permanent HHW facility.

### **Hazard Communication (29 CFR, Part 1910.1200)**

In recognition of employees' need and right to know the hazards of chemicals that they are or may be exposed to when working, this OSHA standard requires hazard communication in the workplace.

### **Hazardous Waste Operations and Emergency Response (29 CFR, Part 1910.120)**

Permanent HHW facilities operations often involve similar waste handling operations found in hazardous waste treatment, storage, and disposal facilities and may be held to similar Health and Safety Standards by the state and federal OSHA personnel.

Employees should be trained to the hazards associated with the job that they will be performing. Volunteers and in-house staff who will work at the collection site should also receive proper training. Because of accident and liability concerns, the responsibilities of the volunteers at a one-day collection are usually limited to controlling traffic, conducting surveys, and providing general assistance such as emptying trash, running errands, and providing refreshments.

In-house staff can perform other duties (such as unloading cars, pouring used oil into drums, and opening and scraping out paint cans) that depend on the employees' training and qualifications. Local government staff may be required to perform more technical work such as segregating and packaging waste. These employees should receive appropriate training such as OSHA's 40-hour HAZWOPER, or 24-hour and eight-hour courses.

Employees, contractors, and volunteers should always be told what they may and may not do on collection days and what their roles would be in the event of an accident or spill. Before a collection day, volunteers, in-house staff, contractors, and the local police and fire department should meet to discuss operating procedures and emergency plans.

#### *Contractor's Staff*

The contractor is responsible for ensuring that its technical and professional staff are properly trained and certified. The contract should specify the qualifications of the professional personnel who will be present at the collection.

Staff training might need to meet the requirements of the OSHA Section 1910.120. These regulations specify the content and length of training required for personnel at hazardous waste operations. The level of training required for each employee depends on their job functions and responsibilities. Topics that must be covered include the names of personnel responsible for site safety and health, the hazards present at the site, the use of personal protective equipment, work practices that can minimize risks, the safe use of engineering controls and equipment on the site, and medical surveillance requirements. This training is recommended for all personnel who will be handling the waste.

The contractor's staff can include a manager, technicians, and chemists. The manager should receive training appropriate for their involvement in the physical operation of the program. Chemists should have 40 hours of field chemist/technician training to the OSHA's "Site Emergency Responder" level. Technicians should have eight hours of training to the "First Responder Operations" level since they would have to evacuate everyone from the site in the event of an emergency. The contractor's staff also must be briefed on any limitations of the permit or the facility, including excluded materials and procedures to be followed.

Reviews and drills of the emergency plan should be conducted for all collection day personnel by qualified instructors. For regularly scheduled collections, the training program should provide for update sessions to reinforce safety procedures and provide updated packing information.

## **Appendix #1**

Example Requests for Proposals (RPFs)

Collection from Permanent Facility – Brunswick County, 2020

February 10, 2020

**County of Brunswick  
Request for Proposals**

**Household Hazardous Waste Collection and Disposal Services**

The County of Brunswick is requesting proposals from qualified firms to provide household hazardous waste collection and disposal services.

I. General Information

The purpose of the permanent household hazardous waste collection facility is to provide an opportunity for residents of Brunswick County to dispose or recycle ignitable, corrosive, reactive, toxic, and universal waste. This will help prevent accidental spills, physical hazards, poisonings and exposure due to home storage; reduce MSW landfill contamination and curtail public wastewater or private septic system disposal.

The facility is located at 172 Landfill Rd. NE, Bolivia, NC. The facility is operated and staffed by County personnel. County personnel are responsible for the identification, collection and placement of waste in the appropriate areas for temporary storage.

The County's collection will service all households within the County including residents within city/town limits. Collection events are planned for the first Thursday of each month.

II. Proposal Content

The package shall include an original and one electronic copy with the following information:

- A. The company name, address, and telephone number.
- B. The name, address, and telephone number of a company representative with the authority to answer questions or provide clarification regarding the proposal's contents.
- C. The scope of service to be provided with a detailed description of how the work will be performed; the plans for ultimate disposal and/or recycling of all household hazardous waste.
- D. Any assistance or requirements from the County.
- E. List of key personnel to be assigned to perform the services and their qualifications.
- F. A detailed company history.
- G. Reference list of completed or current contracts, including the name and telephone number of a contact person for each reference listed.

- H. This Request for Proposals (“RFP”) includes basic information regarding Brunswick County’s requirements. Services which are not specifically requested in this RFP but which are necessary to provide the functional capabilities proposed shall be included in this submittal.
- I. Proposed pricing for services to be rendered. Pricing shall be itemized at a minimum as follows:
  - Mobilization: Provide lump sum price to mobilize and set up for the project.
  - Materials: Provide per unit pricing for the necessary containers, absorbents, packaging material, Personal Protective Equipment and other supplies needed.
  - Provide unit prices for collection, transportation and disposal. Disposal/recycling of waste/material types should be broken down into the following:
    - Per drum (55-gallon and 30-gallon) unit.
    - Per 5-gallon pail unit.
    - Per pound unit.
    - Per gallon unit.
    - Per cubic yard box unit.
    - Per box/linear ft. (fluorescent tubes) unit.
    - Per box (compact fluorescent lights) unit.

III. Scope of Work

- A. The Contractor shall provide collection, identification, segregating, packaging, bulking by chemical compatibility, lab pack, recycle, treat, and transportation of all the household hazardous waste (“HHW”) collected at the Brunswick County site.
- B. The Contractor, in the unlikely event that an unknown household generated chemical waste, restricted to 5-gallon containers or less is received, shall be financially responsible to characterize said waste; or have it analyzed to the extent necessary for packaging, transportation and disposal according to DOT and EPA requirements.
- C. The Contractor shall provide collection of all materials from the site within one (1) week of scheduled events.
- D. The Contractor will provide full disposal or recycling of the hazardous waste materials and their transportation ensuring that all practices and procedures are in



strict compliance with federal laws, guidelines and regulations; state laws and regulations, and local ordinances.

- E. The Contractor agrees to follow an integrated solid waste management process which includes recycle/reuse as the first preferred option followed by neutralization (or other treatment), followed by fuel blending, incineration, and lastly, RCRA Subtitle C landfill disposal.
- F. The Contractor shall submit to Brunswick County Solid Waste & Recycling a listing of all wastes and quantities packaged for disposal or recycling prior to leaving the site.
- G. The Contractor shall provide completed copies of manifests to Brunswick County once receipt at a disposal facility is complete, to include final disposition of waste/recyclables gathered during the mobilization. In addition, the Contractor will prepare within thirty (30) days of the collection date, a Household Hazardous Waste Collection Report and submit it the NCDEQ Division of Waste Management.
- H. The Contractor shall perform site remediation and cleanup of any hazardous chemical nature during pickup if necessary.
- I. The Contractor shall provide: DOT shipping containers, absorbents for spill control, shipping manifests, packing materials, labels and tools for securing containers, boxes and pallets.
- J. The Contractor shall provide appropriate Personal Protection Equipment (“PPE”) for its employees; monitoring equipment; field waste identification kits; and material handling equipment.
- K. The Contractor shall provide adequate personnel to perform the services.
- L. The Contractor shall comply with, and be responsible for, OSHA 29 DFR 1910 safety standards as they apply to hazardous waste activities, Personal Protective Equipment, toxic and hazardous substances and all else applicable to the working activities involving an event such as this.
- M. The Contractor shall provide an eight (8) hour HAZWOPER annual refresher course to County personnel.

Any changes to the scope of work will be made in the form of an Addendum to this Request for Proposals and will be supplied to all prospective Contractors. Brunswick County reserves the right to negotiate additional services with Contractor at any time after the initial contract award.

### **Types of Waste/Recyclables:**

The following items are collected at the permanent household hazardous waste collection facility:

- Oil-based paints, varnishes; organic thinners & oil-based deck stains.
- Aerosol paints, products and lubricants.
- Solvents, strippers and degreasers (halogenated and non-halogenated).
- Solvent based adhesives (uncured).
- Furniture polishes and waxes.
- Swimming pool chemicals and oxidizers.
- Cleaners: bathroom, kitchen, window and general purpose.
- Automotive fluids: brake, transmission, gear oil, and windshield washer fluid.
- Fuels: lighter fluid and propane tanks.
- Concrete cleaners.
- Drain cleaners.
- Household batteries: alkaline, nickel-cadmium, nickel-metal hydride & lithium.
- Other typical household chemicals.
- Pesticides wastes: herbicides, insecticides, fungicides & rodenticides. These will be handled by the North Carolina Department of Agriculture & Consumer Service's Pesticide Disposal Assistance Program (PDAP) when available. At which time this program is not available, the Contractor shall be responsible for disposal.

The following items are not collected at the permanent household hazardous waste facility:

- Latex paint.
- Polychlorinated biphenyl (PCB) waste.
- Radioactive materials.
- Medical, biological, infectious or septic wastes.
- Explosive waste such as shock sensitive chemicals.
- Ammunition.
- Fire extinguishers.
- Used cooking oil or grease.
- Commercial, institutional or industrial chemicals of any type.
- Pharmaceutical wastes.
- Asbestos containing materials.
- Lead-acid batteries.
- Electronic waste of any type.

The following items are collected at the site, but are handled by a separate contractor:

- Latex paint
- Used motor oil
- Used antifreeze
- Used motor oil filters
- Electronic wastes
- Lead-acid batteries
- Used cooking oil or grease

- Pesticide waste: herbicides, insecticides, fungicides & rodenticides. These will be handled by the North Carolina Department of Agriculture & Consumer Services Pesticide Disposal Assistance Program (PDAP) when available.

IV. Insurance Requirements

- A. Contractor must carry the Minimum Insurance Requirements as described in Attachment “B”.
- B. The Contractor will provide the County with a Certificate of Insurance as evidence that it meets the Minimum Insurance Requirements.

V. Time of Performance

The contract period shall be for a minimum of one (1) year from the effective date of the contract, with two (2) options to renew said contract for one (1) year, each said renewal option to be exercised automatically unless notice of termination is given by either party thirty (30) days prior to the end of the current term. The Contractor shall begin service within thirty (30) days after the date the contract is signed.

VI. Price and Type of Bid

The bid price proposed by the Contractor must be included on the bid sheet included as Attachment “A”.

All proposals shall be valid for the duration of the contract.

VII. Right to Reject

The County reserves the unqualified right to reject any or all proposals when such rejection is deemed to be in the best interest of the County.

VIII. Option to Extend

The County has the option, upon mutual agreement with the Contractor, to extend the terms of the contract for up to two (2) one-year extensions.

IX. Cost to Prepare Proposals

Any cost incurred by a Contractor in preparing or submitting a proposal is the sole responsibility of the Contractor and will not be eligible for reimbursement by the County.

X. Right to Submitted Proposals and Supporting Documents

All written correspondence, proposals, and supporting documents received by the County regarding the Request for Proposals will become property of the County.

XI. Proposal Deadline

**All proposals must be received by 4:00 pm on February 24, 2020 at the Brunswick County Operation Services Department, P.O. Box 249, Bolivia, NC 28422. Brunswick County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered. Incomplete proposals or proposals inconsistent with the required format may be disqualified from consideration.**

XII. Miscellaneous

Brunswick County reserves the right to request financial information for any Contractor, in order to support the viability of the Contractor.

Brunswick County reserves the right to cancel the work described herein prior to the issuance and acceptance of any contractual agreement even if the Board of Commissioners has formally accepted the recommendation.

In addition to the terms and conditions contained in this Request for Proposals, by submitting a proposal, Contractor, if selected, agrees to enter into and be bound by the provisions of a Services Agreement in substantially the form attached hereto as Attachment "C" and incorporated herein by reference. To the extent that any of the terms of this Request for Proposals and the terms of the Services Agreement conflict, the terms of the Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Brunswick County, the Contractor must begin performing services within thirty (30) days after an agreement is signed.

Submission of a proposal indicates explicit acceptance by the Contractor of the terms and conditions contained in this Request for Proposals and any attachments hereto. Brunswick County reserves the right to reject, without prejudice or explanation, any or all proposals. Brunswick County reserves the right to waive informalities or technical defects in proposals or to amend the specifications of this Request for Proposals and request new proposals at any time prior to the award of a contract. All decisions of Brunswick County shall be final and binding.

Brunswick County reserves the right to award a contract, based on initial proposals received from Contractors, without discussion and without conducting further negotiations. Brunswick County may also, in its sole discretion, initiate further discussions with Contractors that it deems to fall within a competitive range. Award shall be made to the lowest responsive, responsible bidder unless otherwise specified. Brunswick County shall not be deemed to have finally selected a Contractor until a contract has been successfully negotiated and signed by both parties.

XIII. Inquiries

All inquiries concerning this Request for Proposals may be directed to Micki Bozeman, Brunswick County Operation Services - Solid Waste & Recycling at (910) 253-2524 or [Micki.bozeman@brunswickcountync.gov](mailto:Micki.bozeman@brunswickcountync.gov)

XIV. Certification

Contractor hereby certifies that it has carefully examined this Request for Proposals and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, Contractor certifies that its proposal is in all respects fair and without collusion or fraud.

**Attachment A**

Please complete the following bid sheet, indicating a price per pound for each material indicated. The cost should be inclusive of all services described in proposal including supplies, transportation, labeling, treatment and disposal.

<b>Waste Category</b>	<b>Included in Waste Category</b>	<b>Waste Mgmt. Method Used</b>	<b>Cost per Pound (Based on net weight)</b>
Flammable	Flammable solid/liquid		
Poison	Poison (exc. Aerosols Reactive		
Acid	Inorganic and Organic		
Base	Inorganic and Organic		
Aerosol	Corrosive aerosols Flammable aerosols Poison aerosols		
Mercury			
Household Batteries			
Lead Acid Batteries			
Paint, Alkyd			
Ballasts Containing PCB Oil			
Propane Cylinders			
Non-Hazardous			

Misc. Cleaners (Non-Flammable)			
Pesticides (at which time the Pesticide Disposal Assistance Program is not available)			
Event Set-up Fee/Per Event			
Container Surcharge (if applicable)	Steel, Fiber, Poly		
Field Chemist per Collection (per hr.)			
Field Technician (per hr./per person)			
Laborer (per hr./per person)			

**Waste Management Method Key:**

- LF Landfill
- RC Recycle
- RE Reuse (please be specific)
- FB Fuel Blending
- DI Destructive Incinerated
- ST Stabilize
- NE Neutralize



**BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS**

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

**A. COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$ 5,000 Medical Expense Limit

**B. WORKERS' COMPENSATION**

Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

**C. COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 Combined Single Limit – Any Auto

**D. PROFESSIONAL LIABILITY**

\$1,000,000 Per Occurrence

**E. POLLUTION LIABILITY INSURANCE**

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

**ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.



The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS  
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- E. The Certificate of Insurance should note in the Description of Operations the following:
  - Department: \_\_\_\_\_
  - Contract #: \_\_\_\_\_
- F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- H. Certificate Holder shall be listed as follows;
  - ATTENTION: Brunswick County Risk Manager
  - 30 Government Center Dr. NE
  - P.O. Box 249
  - Bolivia, NC 28422
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

**FORM OF AGREEMENT**

**NORTH CAROLINA**

**SERVICES AGREEMENT**

**BRUNSWICK COUNTY**

**THIS SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part, and {Vendor Name}, (hereinafter referred to as “Provider”), party of the second part.

**WITNESSETH:**

**1. SERVICES; FEES**

The services to be performed under this Agreement (hereinafter referred to collectively as the “Services”) are set forth in the Request for Proposals entitled “County of Brunswick Request for Proposals for Household Hazardous Waste Collection and Disposal Services” as published on [\_\_\_\_\_]. The Scope of Services and the fees for said Services are more fully set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

**2. TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement begins on {Effective Date} (the “Effective Date”) and continues in effect until {Expiration Date}, unless sooner terminated as provided herein. The initial term shall be followed by two (2) successive options to renew for one (1) year each. Each renewal option is to be exercised automatically unless notice of termination is given by either party at least thirty (30) days prior to the end of the then current term. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or

has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

### **3. NONAPPROPRIATION**

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

### **4. COMPENSATION**

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

### **5. INDEPENDENT CONTRACTOR**

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

## 6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

## **7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA**

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

## **8. NON-ENDORSEMENT AND PUBLICITY**

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

## **9. NON-EXCLUSIVITY**

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

## **10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **11. DEBARMENT**

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

## **12. INDEMNIFICATION**

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

### **13. INSURANCE**

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

### **14. WORKERS' COMPENSATION**

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

### **15. REMEDIES**

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
  - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
  - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

## **16. TAXES**

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

## **17. HEALTH AND SAFETY**

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

## **18. NON-DISCRIMINATION IN EMPLOYMENT**

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

## **19. COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

## **20. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives



such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

## **21. OWNERSHIP OF WORK PRODUCT**

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

## **22. NO ASSIGNMENT WITHOUT CONSENT**

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

## **23. GOVERNING LAW AND VENUE**

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

## **24. DISPUTE RESOLUTION**

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

## **25. GOVERNMENTAL IMMUNITY**

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

## **26. NON-WAIVER**

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

## **27. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

## **28. HEADINGS**

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

## **29. SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

## **30. AMENDMENTS**

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

## **31. NOTICES**

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

- i. For the County: Brunswick County Manager  
P.O. Box 249  
Bolivia, NC 28422  
Fax: 910-253-2022
  
- ii. For the Provider: {Vendor Name}  
{Vendor Address}  
{Vendor City}, {Vendor State or Territory} {Vendor Zip}

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**32. SIGNATURES**

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**BRUNSWICK COUNTY**

By: \_\_\_\_\_

Printed Name: Randell K. Woodruff

Title: County Manager

Date: \_\_\_\_\_

**{VENDOR NAME}**

By: \_\_\_\_\_

Printed Name: { Vendor Signatory Name }

Title: { Vendor Signatory Title }

Date: \_\_\_\_\_

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

\_\_\_\_\_  
Julie A. Miller, Finance Director  
Brunswick County, North Carolina

**APPROVED AS TO FORM**

\_\_\_\_\_  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Assistant County Attorney

## **Appendix #2**

Example Requests for Proposals (RPFs)

Temporary Event Collection – Catawba County, 2021

Note: This RFP is used with permission from Catawba County. The original RFP included electronics collection as well as HHW collection. The electronics portion was removed for this example.

**REQUEST FOR PROPOSALS**  
**RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE COLLECTION,**  
**TRANSPORTATION AND DISPOSAL**



**catawba county**  
MAKING. LIVING. BETTER.

**Date of Issue: May 13, 2021**

**Proposal Opening Date: June 4, 2021**

**Time: 3:00 PM ET**

**Issued for:**

**Catawba County Utilities & Engineering Department**  
**25 Government Drive**  
**Newton, North Carolina 28658**

**Issued by:**

**Catawba County Purchasing Manager**  
**25 Government Drive**  
**Newton, North Carolina 28658**  
**(828) 465-8224**

**PURPOSE**

Catawba County (hereinafter “County”) is requesting proposals from qualified Contractor(s) to operate two Residential Household Hazardous Waste (HHW) events. Each event will be a one-day event at the same location. The County expects to conduct two events during a twelve-month period. The first event will occur on November 6, 2021 and the second event will occur on May 7, 2022.

The County plans to hold a Residential HHW one-day collection event on November 6, 2021 in the Hickory, NC area and on May 7, 2022 in Newton, NC. All events are open to the public from 9:00 a.m. - 1:00 p.m.

The minimum contract period shall be for one-year beginning with the November 6, 2021 event. All pricing shall remain effective for a minimum of one-year. Proposal pricing will also be accepted for a two-year contract and/or a three-year contract.

**RFP SCHEDULE**

The table below shows the *intended* schedule for this RFP. Catawba County will make every effort to adhere to this schedule.

<b>Event</b>	<b>Responsibility</b>	<b>Date and Time</b>
Issue RFP	County	May 13, 2021
Submit Written Questions	Contractor	May 25, 2021 at 5:00 PM
Provide Responses to Questions	County	May 27, 2021 at 5:00 PM
Submit Proposals	Contractor	June 4, 2021 at 3:00 PM
Contract Award	County	TBA
Contract Effective Date	County	_____, 2021

**The proposal response shall be submitted no later than 3:00 p.m. June 4, 2021. No submittals will be accepted after the deadline.**

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Contractors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Contractors shall submit any such questions by the above due date.

Written questions shall be emailed to \_\_\_\_\_ by the date and time specified above. Contractor should enter “RFP # 21-1007 – Questions” as the subject for the email.

**SUBMISSION OF BIDS**

The proposal must be submitted with one (1) original and one (1) electronic copy on CD, DVD or flash drive. Proposals must be submitted no later than 3:00 p.m., on June 4, 2021. Proposals must be printed on recycled content paper and printed as two-sided. Please submit proposal contents according to the outline specified. The proposal should be sent to the address indicated in the table below.

<b>Mailing address for delivery of proposal via US Postal Service</b>	<b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>
RFP Number: RFP 21-1007 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	RFP Number: RFP 21-1007 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

Catawba County reserves the right to reject any and all proposals and to waive informalities as may be permitted by law.

**OPERATION**

Contractor chosen will complete all site preparation and set up prior to designated start time of each event. County staff will direct traffic flow into the event. Citizens will enter the event at 9:00 a.m. and Contractor will begin unloading materials from citizen’s vehicles at that time and throughout the day until the event ends at 1:00 p.m. or until the last citizen in line at 1:00 p.m. has been through the event. At the end of the event, Contractor will process the materials by sorting, separating and packing the material on site. Materials will be transported to an appropriate facility for proper handling, recycling and/or disposal. At the end of the event, Contractor is required to remove all containers, dumpsters, bins; equipment, trash, etc. from the site and restore the site to its pre-event condition.

**Household Hazardous Waste:**

Typical HHW materials that the Contractor will be expected to accept include, but are not limited to, the following:

- |             |                         |                     |
|-------------|-------------------------|---------------------|
| Aerosols    | Fire extinguishers      | Latex and oil paint |
| Anti-freeze | Fluorescent light tubes | Pesticides          |
| Batteries   | Mercury                 | Pool chemicals      |
| Cleaners    | Mixed solvents          | Propane tanks       |
| Acids       | Motor oil and filters   |                     |
| Empty drums | Cylinders               |                     |

Materials that are NOT ACCEPTED at HHW collection events include, but are not limited to, the following:

- Tires
- Radioactive waste
- Biologically active or infectious waste
- Unknown gases or chemicals
- Dioxin-related waste
- Explosives
- Household garbage
- Prescription or over-the counter medications



The Contractor must include a detailed, comprehensive list of materials that are ACCEPTABLE and are NOT ACCEPTABLE to be received, processed, and handled.

**Qualifications:**

Before award, the Contractor will be required to show that they have the necessary facilities, experience and ability to perform the work in a satisfactory manner. In addition, Contractor will be required to complete and submit with proposal Attachment D – Certification of Financial Condition.

The Contractor shall demonstrate that it has substantial expertise in all areas relating to the collection, transportation, dismantling, salvage, sale, reuse, recycling. At a minimum, the Contractor shall demonstrate:

1. Successful experience with similar program, or at least (4) four HHW collection events within the last 24 months.
2. A history of recycling or reusing a significant portion of the material collected.
3. The Contractor shall include in the proposal, a brief description of the firm, its general nature and background, its general experience in the field of household hazardous waste materials recycling and its specific experience in each material collection, length of experience, skilled personnel and specialized equipment available, and other resources of particular expertise.

The following information shall be provided:

1. Name and address of the firm (and its parent firm if the firm is owned or a sub-component of a larger firm), name, address, telephone number and e-mail of the particular office to be responsible to the Executive Director (if different from those of the firm's headquarters).
2. Name and title, address, telephone number and e-mail of the responsible person or point of contact for the proposal, and the same information for the person to be responsible for the on-site activities of the firm (if different from those of the responsible person).
3. Characteristics of the firm, including name of employees, number of office and field locations, types of work undertaken by the firm, typical clients, and other relevant general information with emphasis on previous and current experience in the field of household hazardous waste collection and recycling.
4. A list of specific household hazardous waste collection projects completed or under contract for the firm and completed Attachment C - Reference Disclosure Form included in this RFP. Include a brief description of the location of the projects and the activities conducted by the firm.
5. Describe qualifications and number of personnel.
6. Bidders must provide documentation of their regulatory history, identifying any incidences of noncompliance with international, federal, state or local laws and



Comprehensive Commercial General Liability:

Bodily Injury	\$1,000,000 to aggregate
General Liability	\$1,000,000
Property Damage	\$1,000,000

Automotive Liability(Owned, Non-Owned & Hired):

At all times while the Contractor’s representatives are conducting on-site work, the Contractor shall maintain Business Auto Insurance for any owned, non-owned, hired or rented vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance. The policy must also include the MCS-90 endorsement.

Contractor’s Protective Liability:

Bodily Injury	\$250,000 - \$500,000
Property Damage	\$100,000

Environmental Impairment Liability Insurance:

Contractor shall maintain Environmental Impairment Liability insurance for the transportation and disposal of pollutants handled by the contractor pursuant to this Agreement. The limits of liability shall meet all State and Federal requirements. Coverage for Owned Disposal Sites shall be not less than \$10,000,000 each pollution occurrence and \$17,500,000 aggregate. Coverage to Non-Owned Disposal Sites shall be not less than \$1,000,000 each pollution occurrence and \$1,000,000 aggregate. This coverage should be maintained for a period of not less than (3) three years after completion of the Contractor’s work as set forth in the Contract.

The Contractor shall provide proof of insurability with submission of the proposal. Contractor shall name Catawba County as additionally insured upon award of the contract.

**Historical Information from Past Events:**

The following table shows previous HHW Events

Waste Collection Breakdown	FY20-21		FY19-20		FY18-19	
	May-21	Nov-20	May-20	Nov-19	May-19	Nov-18
Aerosols		1,270		1,251	1,095	1,100
Batteries alkaline		657		760	172	548
Batteries lead acid		890		805	332	1,375
Batteries lithium		138		322	13	55
Batteries nickel-cadmium		111		300	49	86
Cleaners-acid		518		382	369	525
Cleaners-alkaline		926		1,641	2,138	875
Fire extinguishers		109		150	133	80
Light tubes		545		484	314	433
Mixed solvents		7,599		4,654	4,320	6,248
Non-hazardous liquids & solids		8,380		11,772		6,174
Paint latex		12,320		11,280	23,476	28,563
Paint related materials				9,650	7,407	
Pesticides		1,271		1,824	1,823	1,818
Propane tanks/cylinders		483		282	322	160
<b>TOTAL HHW (lbs)</b>	-	<b>35,217</b>	-	<b>45,557</b>	<b>41,963</b>	<b>48,040</b>

**ATTACHMENT A  
INTENT TO PROPOSE  
REQUEST FOR PROPOSAL #21-1007**

**This form should be faxed to 828-465-8477 or e-mailed to \_\_\_\_\_  
to ensure you receive all addenda issued for this RFP.**

I, \_\_\_\_\_ a representative of \_\_\_\_\_  
\_\_\_\_\_ confirm that we intend to submit  
a proposal for Household Hazardous Waste Collection.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone\_(\_\_\_\_)\_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT B  
BID PROPOSAL FORM  
REQUEST FOR PROPOSAL #21-1007  
RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE COLLECTION, TRANSPORTION  
AND DISPOSAL**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Name, Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Date

<b>HOUSEHOLD HAZARDOUS WASTE PRICING:</b>	
<b>Hazardous Waste Description</b>	<b>Price/lb.</b>
Aerosols	\$
Batteries alkaline	\$
Batteries lead acid	\$
Batteries lithium	\$
Batteries nickel cadmium	\$
Cleaners - acid	\$
Cleaners - alkaline	\$
Fire extinguishers	\$
Fluorescent light tubes	\$
Mixed solvents	\$
Non-hazardous liquids and solids	\$
Paint	\$
Paint related materials	\$
Pesticides	\$
Propane tanks/cylinders	\$
Other	\$
Other	\$
Other	\$
<b>Mobilization Fee</b>	\$
<b>Recovery fee</b>	\$

\_\_\_\_\_ Check if you are interested in negotiating a 2-year contract. If so, provide pricing for a 2-year contract.

<b>HOUSEHOLD HAZARDOUS WASTE PRICING (Optional 2-year)</b>	
<b>Hazardous Waste Description</b>	<b>Price/lb.</b>
Aerosols	\$
Batteries alkaline	\$
Batteries lead acid	\$
Batteries lithium	\$
Batteries nickel cadmium	\$
Cleaners - acid	\$
Cleaners - alkaline	\$
Fire extinguishers	\$
Fluorescent light tubes	\$
Mixed solvents	\$

Non-hazardous liquids and solids	\$
Paint	\$
Paint related materials	\$
Pesticides	\$
Propane tanks/cylinders	\$
Other	\$
Other	\$
Other	\$
<b>Mobilization Fee</b>	\$
<b>Recovery fee</b>	\$

\_\_\_\_\_ Check if you are interested in negotiating a 3- year contract. If so, provide pricing for a 3-year contract.

<b>HOUSEHOLD HAZARDOUS WASTE PRICING (Optional 3-year)</b>	
<b>Hazardous Waste Description</b>	<b>Price/lb.</b>
Aerosols	\$
Batteries alkaline	\$
Batteries lead acid	\$
Batteries lithium	\$
Batteries nickel cadmium	\$
Cleaners - acid	\$
Cleaners - alkaline	\$
Fire extinguishers	\$
Fluorescent light tubes	\$
Mixed solvents	\$
Non-hazardous liquids and solids	\$
Paint	\$
Paint related materials	\$
Pesticides	\$
Propane tanks/cylinders	\$
Other	\$
Other	\$
Other	\$
<b>Mobilization Fee</b>	\$
<b>Recovery fee</b>	\$

**ATTACHMENT C  
REFERENCE DISCLOSURE FORM**

Contractor shall provide information regarding experience in collection, transportation, dismantling, salvage, sale, reuse, recycling and/or disposal of household hazardous waste by listing THREE (3) MOST RECENT CLIENTS, References should be clients of a similar scale as the services requested in this RFP.

1. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
TYPE OF SERVICE PROVIDED: \_\_\_\_\_  
SIZE: \_\_\_\_\_  
JOB DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

---

2. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
TYPE OF SERVICE PROVIDED: \_\_\_\_\_  
SIZE: \_\_\_\_\_  
JOB DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

---

3. COMPANY NAME: \_\_\_\_\_  
PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
TYPE OF SERVICE PROVIDED: \_\_\_\_\_  
SIZE: \_\_\_\_\_  
JOB DATES:  
BEGINNING \_\_\_\_\_ END \_\_\_\_\_

**ATTACHMENT D**



## CERTIFICATION OF FINANCIAL CONDITION

Name of Contractor:

\_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

The Contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Contractor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Contractor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Contractor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Contractor.

**Note:** This is a continuing certification and Contractor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Contractor shall explain the reason in the space below:**

---

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**[This Certification must be signed by an individual authorized to speak for the Contractor]**

## **Appendix #3**

### **Example Operations and Contingency Plan**

Mecklenburg County Operations and Contingency Plans for  
Permanent HHW Facilities, 2020

# OPERATIONAL PLAN MECKLENBURG COUNTY PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

This plan describes the normal operation procedures for the Mecklenburg County Permanent Household Hazardous Waste (HHW) Collection Facilities. Additional procedures for emergency situations are contained in a separate Contingency Plan.

The Mecklenburg County Permanent HHW Collection Facilities have been established as part of an effort to more effectively manage HHW and to help prevent improper disposal. This comprehensive effort involves a coordinate program of HHW collection, source reduction, and public education. The program is being supported by governmental agencies from Mecklenburg County.

The Mecklenburg County Permanent HHW Collection Facilities will be open on a regular, year-round basis. As noted previously, this operational plan contains the specifications and procedures that pertain to the Mecklenburg County Permanent HHW Collection Facilities.

There are four Mecklenburg County Permanent HHW Collection Facilities. They are as follows: Foxhole Landfill / Recycling Center, Hickory Grove Recycling Center, North Mecklenburg Recycling Center, and Compost Central.

Waste collection (involving corrugated cardboard, yard waste, lead-acid batteries, used motor oil, construction and demolition, bulky materials and scrap tires) is being conducted at the Multi-Material facilities as well as the collection of HHW.

## Facility Staffing

The Mecklenburg County Permanent HHW Collection Facilities will be operated largely by Mecklenburg County personnel, with a waste transportation and disposal contractor utilized for removal of HHW from the facility.

Further information on facility staffing is provided in a subsequent section entitled Personnel and Duties.

## User Eligibility

The Mecklenburg County Permanent HHW Collection Facilities are primarily intended to serve the residents who live within Mecklenburg County. Wastes brought to these facilities from households outside of the county will be considered for acceptance on a case-by-case basis. Records will be kept concerning any such wastes, and these records will contain information on the types and quantities of wastes, their origin, and the decision regarding acceptance or rejection.

Only household wastes will be accepted at these facilities. Businesses needing to dispose of hazardous wastes will be referred to vendors who offer "milk run" programs for picking up wastes at business locations.

Each time the collection facilities are open, Mecklenburg County personnel will check for proof of residency and conduct a brief survey. The survey will be designed to determine the types, quantities, and sources of each user's wastes.

## Screening and Collection of Wastes

The user will drive onto the paved receiving apron where wastes can be safely removed from the vehicle. Once eligibility has been established as described above, Mecklenburg County personnel will check the wastes and remove them from the vehicles if requested. Mecklenburg County personnel will maintain safe operations by immediately dealing with any leaking, damaged, unlabeled, or potentially shock sensitive or explosive materials.

Because of difficulties in handling a few specific types of wastes (including explosives, radioactive material, biologically active or infectious waste, and asbestos), educational efforts will actively discourage users from bringing these materials. However, in the event that a misinformed citizen brings such wastes to a facility, Mecklenburg County personnel will determine alternates to avoid improper disposal. The decision regarding these wastes will be based upon established policies as well as the specific details of each case. As necessary, the transportation and disposal contractor will help find specialized vendors to remove any such wastes for treatment or disposal.

## Waste Identification and Packaging

As the wastes are received, Mecklenburg County personnel will perform initial waste identification and segregation. Some materials that can be managed outside the HHW program (such as motor oil, and lead acid batteries) may be segregated from the hazardous wastes at this time and handled according to local government protocols.

Trained Mecklenburg County personnel will conduct or directly supervise the packaging, document preparation, and transportation of the hazardous wastes collected at the facilities. Trained county personnel will also arrange the recycling, treatment, or disposal of these wastes. Many of the wastes will require lab packing. Lab packing of materials may occur on the same day as collection activities, provided that time is available and adequate quantities of compatible material are received. Otherwise, material will be safely stored until the next scheduled workday. Additionally, partially filled (packed) containers may remain onsite until adequate amounts are collected and properly packaged for transportation.

If pumping, pouring, or bulking of wastes are required, grounding and explosion-proof equipment will be used as needed. For both lab pack and bulk packaging, all containers will be of the Department of Transportation (DOT) specification, type, and size most appropriate for the specific waste type and planned treatment or disposal method. Wastes will be packed in fiber, plastic, or steel containers of open or closed-head types, in sizes ranging from 5-gallon pails to cubic yard boxes.

For any necessary lab packing, wastes will be segregated according to DOT hazard class, chemical compatibility, and the acceptance criteria of specific waste recycling, treatment, or disposal facilities. An absorbent material such as vermiculite or oil dry will be used to surround inner containers, prevent breakage, absorb any leaking materials, and prevent release from the outer (shipping) container. Each container will be recorded on drum inventory forms, providing a complete record of the contents of any drum.

Whether lab pack or bulk, the filled drums will be closed, labeled, and marked in accordance with DOT and Environmental Protection Agency (EPA) shipping requirements, and the proper information will be recorded on the manifest. If applicable, the generator notification and certification will also be prepared, as required under the land ban regulations.

## Accumulation Time

The storage buildings at the Mecklenburg County Permanent HHW Collection Facilities will be designed to accommodate temporary accumulation of several classes of hazardous materials. Mecklenburg County personnel will be trained on proper waste segregation and safe storage procedures.

In accordance with state requirements for temporary storage, the accumulation start date will be clearly marked and visible on each container.

Time in storage may vary according to the volume of waste received. Removal of wastes by the contractor will be scheduled as necessary to minimize expense to the local government while still complying with applicable regulations and safety considerations. Wastes will not be stored longer than 180 days without written permission from the North Carolina DEQ Division of Solid Waste Management.

## Storage Building Specifications

The Mecklenburg County Permanent HHW Collection Facilities are designed and constructed to ensure safe and efficient operation.

As required for proper safety and environmental protection, the structures will be:

- designed to contain leaks and spills;
- covered to exclude rain water;
- secured to control access; and
- Constructed in accordance with all applicable National Fire Protection Association (NFPA) codes.

Each HHW collection facility will consist of a single storage building with attached paved receiving apron.

## Access Control and Security

Access to the facilities and chemical-handling areas will be controlled to prevent unnecessary public exposure to potentially harmful substances. Areas where chemicals are handled or stored will be clearly marked.

The HHW storage buildings will be secured against unauthorized access by locked doors, and by the six-foot-high chain link fence around the entire facility. Furthermore, their location at the Recycling Center will provide an extra measure of safety due to the presence of personnel at nearby areas during normal operating hours. After these hours, when the Recycling Centers are closed, locked entrance gates and perimeter fence secures the entire area.

## Hours of Operation

The HHW collection facilities will be open for receipt of wastes Monday through Saturday, 7:00 AM to 4:00 PM. If there is a need to add more days per month or extend these hours to meet user demand, the NCDEQ Division of Solid Waste Management will be notified in writing.

## Personnel and Duties

Well-trained, qualified Mecklenburg County personnel under the leadership of the HHW Supervisor and the Site Supervisor will staff the HHW collection facility. The duties of these supervisors are described below.

HHW Supervisor: The HHW Supervisor will direct onsite operational efforts. This individual has primary responsibility for:

- assuring that all onsite Mecklenburg County personnel have met the training requirements appropriate for their duties;
- assuring that onsite Mecklenburg County personnel are aware of the provisions of the Contingency Plan;
- assuring that onsite Mecklenburg County personnel are aware of the potential hazards associated with site operations;
- assuring that appropriate personal protective equipment is available and properly used;
- monitoring the safety performance of onsite personnel;
- correcting any work practices or conditions that may result in injury or exposure to hazardous substances; and
- Preparing any accident/incident reports.

Site Supervisor: The Site Supervisor or designee will be responsible for implementing the safety plan during site operations. The Site Supervisor has the authority to stop work for health and safety reasons. Other specific responsibilities include:

- randomly verifying that onsite Mecklenburg County personnel work in a safe manner according to the health and safety plan;
- establishing guidelines for wearing and decontaminating (if necessary) personal protective equipment;
- reporting any unusual or unsafe conditions to the HHW Supervisor;
- informing onsite Mecklenburg County personnel of the proper procedures during an emergency; and
- Ensuring that any necessary monitoring equipment is properly maintained and in good operating order.

## Training

Mecklenburg County personnel will successfully complete a training program that teaches them to perform their duties in a way that ensures the facility is operated in a manner that protects the public from potential health and safety hazards at the site. The program includes the following:

1. The training program is taught by a person trained in hazardous waste management procedures and includes instruction which teaches Mecklenburg County personnel hazardous waste management procedures (including contingency plan implementation) relevant to the positions in which they are employed.
2. The training program has been designed to ensure that Mecklenburg County personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including where applicable:
  - procedures for using, inspecting, repairing, and replacing facility emergency and monitoring equipment;
  - communication or alarm systems;
  - response to fires or explosions;
  - response to discharges to the land surfaces; incidents; and
  - Shutdown of operations.
3. Mecklenburg County personnel will successfully complete the program within six months after the date of their employment or assignment to the facility. Mecklenburg County personnel will not work in unsupervised positions until they have completed the training. Mecklenburg County personnel will take part in an annual review of the initial training.
4. The following documents and records will be kept at the facility:
  - A written description of the type and amount of both introductory and continuing training that will be given to each person filling a position;
  - Records that document that the required training or job experience have been completed.

## Provisions for Ignitable, Reactive, or Incompatible Wastes

Mecklenburg County personnel will use special precautions to protect ignitable or reactive wastes from sources of ignition or reaction. These wastes will be segregated from other wastes being stored in the collection facility. Any ignitable or reactive wastes will be protected from possible sources of ignition or reaction, including but not limited to: open flames, hot surfaces, frictional or radiant heat, and spontaneous ignition (e.g., from heat-producing chemical reactions).

Any tools used for equipment maintenance in areas containing ignitable wastes will be of a non-sparking type. Maintenance activities such as welding or cutting, which potentially could generate sparks or open flame, will be allowed only after consulting with the Site Supervisor, and if necessary, the HHW Supervisor. Welding and cutting will be allowed only after the area has been inspected and tested for flammable vapors, and all ignitable or reactive materials have been removed or protected.

Policy will prohibit smoking or open flame within or near the storage building. "No Smoking"

signs will be placed at the entrance to unloading and storage areas and will be conspicuously placed wherever there is a direct hazard from ignitable or reactive wastes.

Areas in which ignitable materials are stored will require the use of explosion-proof equipment and lighting. Proper grounding will be maintained in order to dissipate any accumulation of static charges generated by the movement of hazardous liquids in pouring or bulking operations.

Regarding incompatible wastes, the following special provisions apply:

1. Incompatible wastes will not be placed in the same container;
2. Hazardous wastes will only be placed in new, unused containers or in containers cleaned and reconditioned by a licensed manufacturer; and
3. A storage container holding a hazardous waste that is incompatible with any waste or other materials stored in close proximity will be separated from them by containment structures such as built-up curbs or will have secondary containment such as drip pans constructed of steel or polyethylene.

As a general rule, the handling and storage of all hazardous wastes (especially any that are ignitable, reactive, or incompatible) will be conducted so that it does not:

1. Generate extreme heat or pressure, fire or explosion, or violent reaction;
2. Produce uncontrolled toxic mists, fumes, dusts, or gases in sufficient quantities to threaten human health;
3. Produce uncontrolled flammable fumes or gases in sufficient quantities to pose a risk of fire or explosions;
4. Damage the structural integrity of the device or facility containing the wastes; or
5. Threaten human health or the environment.

The procedures to comply with these provisions depend upon:

1. Proper identification of waste materials as they are received;
2. Segregated storage according to compatibility; and
3. No commingling or bulking of incompatible hazard classes.

## Operational/Emergency Equipment and Personal Protection Equipment

The HHW collection facilities will contain the necessary equipment for protecting Mecklenburg County personnel. Each facility will also contain the equipment needed to implement the contingency plan and will be equipped with an immediately available communication device from which external emergency assistance can be summoned. Internal communications will be carried out by voice as the most practical method given the restricted size of the facility. Hand-held radios will also be available to signal an emergency situation.

Aisle space will be maintained to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of the facility in an emergency.

Other equipment to be kept at each facility includes portable ABC dry chemical and CO<sub>2</sub> fire extinguishers, spill control equipment including day and/or inert absorbents, pads, booms, shovels, brooms, containers, and various commercial decontamination solutions. Water is available at



adequate volume and pressure to supply water hose streams, or foam producing equipment, or automatic sprinklers, or water spray systems.

All facility communications or alarm systems, fire protection, equipment, spill control equipment, and decontamination equipment will be maintained as necessary to ensure its presence and proper operation in case of emergency. Fire protection equipment will be tested according to manufacturer specifications.

Personal Protection Equipment (PPE) will be used as appropriate to protect Mecklenburg County personnel from spills, broken containers, and sharp objects. The level of PPE required for particular tasks is described in the following examples:

#### Persons Removing Waste from Cars

- safety glasses with side shields;
- chemical-resistant inner gloves with leather outer gloves (optional); and
- Safety shoes.

#### Persons Opening Containers and Bulking Waste

- Chemical-resistant coveralls;
- safety glasses (with splash goggles or full-face shield when necessary);
- chemical-resistant safety boots;
- Chemical-resistant inner gloves and leather outer gloves.

#### Persons Segregating Waste from Vehicles

- safety glasses (with splash goggles or full-face shield when necessary);
- white Tyvek;
- chemical-resistant safety shoes/boots;
- Chemical-resistant inner gloves and leather outer gloves.

#### Persons Sampling HHW

- safety glasses (with splash goggles or full-face shield when necessary);
- chemical-resistant coveralls;
- chemical-resistant safety shoes/boots;
- Chemical-resistant inner gloves and leather outer gloves.

#### Persons Lab Packing HHW

- safety glasses (with goggles or full-face shield when necessary);
- white Tyvek;
- chemical-resistant safety shoes/boots;
- Chemical-resistant inner gloves and leather outer gloves.

## Arrangements with Local Authorities

Mecklenburg County personnel will make arrangements to familiarize local authorities with all pertinent aspects of the facility and its operations.

## Use and Management of Containers

Appropriate containers fitting DOT specifications will always be used for storing wastes at the Mecklenburg County Permanent HHW Collection Facilities. Mecklenburg County personnel preparing wastes for storage will only use containers that are compatible with the wastes to be stored in them.

All containers holding accumulated HHW will be checked at least weekly to ensure that they have not been in storage for more than 180 days. These inspections, to be conducted by Mecklenburg County personnel, will be used to detect any leaks or deterioration caused by corrosion or other factors. Results of these inspections will be recorded. If a container is found to be in poor condition or if it begins to leak, Mecklenburg County personnel will either transfer the material from the defective container to one that is in good condition or overpack the container in a suitable salvage drum.

Mecklenburg County personnel will also ensure that containers are kept closed during storage, except when it is necessary to add or remove waste. Caution will be taken in the movement of all containers to prevent them from being tipped over or punctured. Furthermore, the containers will not be opened, handled, or stored in a manner that may rupture them or cause them to leak.

## Recycling of Wastes

HHW collected at the facilities will be recycled or treated whenever economically practical and incinerated or landfilled as required. In keeping with this operating philosophy, it is currently anticipated that the following wastes may be collected for recycling or BTU recovery: motor oil and other automotive fluids, lead-acid batteries, nickel-cadmium batteries, paints, fuels and solvents, mercury (from fluorescent bulbs and other sources), and aerosol cans.

## Transportation and Disposal

When the transportation and disposal contractor arrives at the HHW storage facility for a scheduled pickup, Mecklenburg County personnel will ensure that all containers are properly packaged, labeled, documented, and manifested. The transportation and disposal contractor will then load the containers onto a contractor vehicle and will transport them to a licensed facility for final treatment, recycling, or disposal.

## Reporting and Documentation

Thorough and accurate records will be maintained to ensure the accurate tracking of hazardous materials from the generator to final disposal sites. Records that will be generated to ensure accurate recordkeeping include the following:

- uniform Hazardous Waste Manifest;
- material Characterization Form (for wastes in bulk, 5 gallons or more); and
- Waste Certification/Notification (to meet requirements of land-ban requirement if applicable);

## Maintenance and Operation of the Facilities

The HHW collection facilities will be maintained and operated to promote personnel safety and to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment. The appropriate provisions and procedures necessary to ensure safe and efficient operations have been stated in this plan.

# CONTINGENCY PLAN

## MECKLENBURG COUNTY PERMANENT HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION FACILITIES

Responsible Agency: Mecklenburg County Land Use and Environmental Services Agency  
2145 Suttle Ave  
Charlotte, NC 28208  
(980) 314-3863

Primary Contact: Steve Hoffman, Operations Manager  
140 Valleydale Road  
Charlotte, NC 28214  
Office: (980) 314-3873  
Cell #: (704) 506-3265

### Contingency Plan Purpose and Implementation

This plan is designed to minimize hazards to human health and the environment from fires, explosions, or any unplanned, sudden or non-sudden release of hazardous constituents to air, soil, or surface water. The provisions of this plan will be carried out immediately whenever there is an emergency at the facility.

### Contingency Plan Contents

This plan contains emergency procedures for four types of incidents: spills, fires, explosions and non-project related disaster (as defined below).

- A spill is an unintentional release of materials in a quantity that is sufficient to cause environmental or personal harm.
- A fire is the ignition or conflagration of either waste materials or paper and wood trash.
- An explosion is a sudden detonation of waste materials.
- Non-project-related disasters include unlikely events such as tornadoes, earthquakes, floods, or bomb threats.

### Facility Staffing and Emergency Responsibilities

Mecklenburg County personnel will operate the permanent HHW collection facility. In the event of an emergency, all appropriately trained personnel who are available will participate in the response as directed by the Site Supervisor.

## Arrangements with Local Authorities

Mecklenburg County personnel will make arrangements to familiarize local authorities with all pertinent aspects of the facility and its operations.

## Contingency Plan Revisions

This contingency plan will be kept at the facility and will also be distributed to local authorities (as described above). The contingency plan will immediately be revised whenever:

1. The plan fails in an emergency;
2. There are significant changes in facility design, construction, operation, or maintenance;
3. The list of emergency contacts is changed; or
4. The list of emergency equipment is changed.

## Emergency Response Materials and Equipment

A variety of emergency response materials and equipment will be kept at the facility. These materials will include some or all of the following, as deemed necessary by the HHW Supervisor and the Site Supervisor for this facility:

- spill control equipment (described in a subsequent section);
- decontamination solutions;
- fire extinguishers;
- personal protective equipment
- Self-contained breathing apparatus
- emergency eyewash station; and
- first aid kit.

## Emergency Coordination

At all times, there will be at least one County representative either on the facility premises or on call with the responsibility for coordinating all emergency response measures. This coordinator will either be the Site Supervisor his designee and will be familiar with all aspects of the facility's contingency plan, all operations and activities at the facility, location and characteristics of wastes to be handled, location of all facility records, and facility layout. In addition, this person will have the authority to commit the resources needed to implement the contingency plan. The Site Supervisor will coordinate all emergency response with the HHW Supervisor or designee and will supervise the implementation of emergency procedures described in the following sections of this plan.

## Spill Response Equipment and Procedures

Normal spill prevention techniques will be used at the facility, and standard spill control equipment will be available. This equipment will include some or all of the following:

- bulk absorbents;
- overpack drums;
- absorbent boom or pillows;
- polyethylene liners;
- containers for contaminated absorbent;
- non-sparking tools; and
- decontamination products.

In the event that a release occurs, the following procedures will be used:

1. The individual who notices the spill will alert other personnel by voice or radio;
2. All personnel will stop work and secure their areas or responsibility;
3. The Site Supervisor or his designee will direct all participants to a safe area if necessary;
4. The Site Supervisor or his designee will identify the character, exact source, amount and real extent of any released materials. The Site Supervisor will assess the possible hazards to human health and the environment, considering both direct and indirect. The Site Supervisor will also determine the proper protective equipment needed and will monitor for leaks, pressure buildup, gas generation, or ruptures in equipment as appropriate.
5. If the release is serious enough to affect human health or the environment outside of the facility, the Site Supervisor will immediately contact local authorities and will also notify the National Response Center or the government official designated as the on-scene coordinator for the area. This report will include: name and telephone number of the reporter, name, address, and telephone number of the responsible agency; name, address, and telephone number of the facility; date and time of the incident; type of incident; name and quantities of materials involved; extent of injuries; and possible hazards to human health and the environment.
6. Personnel will be assigned to control the spill and prevent its spread or other complications. If necessary, personnel can be assigned to isolate storm drains and sewers. Personnel will don their protective equipment and take appropriate steps for cleaning up the spill. Any incompatible materials located near the spill will be removed. A fire watch will be established and the local fire department will be notified. Reasonable measures will be taken to ensure that the problem does not recur or spread to other wastes.
7. If the Site Supervisor determines that outside assistance is needed, then appropriate calls will be made using the emergency phone list.
8. Once the spill is contained and cleaned up, any response equipment used will be decontaminated, inspected, and put back in service when returned to an acceptable condition;
9. Immediately after an emergency, the Site Supervisor will provide for treating, storing, or disposing of recovered waste, contaminated soil or surface water, or any other material that results from a release, fire, or explosion at the facility.
10. The affected areas of the facility will not be placed in operation again until the responsible agency listed at the beginning of this plan has notified the appropriate authorities that the facility is once again functional; and

11. The responsible agency will make a report of the incident in the operating record and will also notify the NCDEQs Division of Solid Waste Management within 24 hours. A written report will be filed with the Division within 15 days, and it should include all the information in item 5 above, plus the estimated quantity and disposition of recovered material from the incident.

## Fire/Explosion Response Procedures

Emergency procedures to be used in the event of a fire or explosion are as follows:

1. The individual who notices the fire or explosion will alert other personnel by voice or by radio;
2. All personnel will stop work and secure their areas or responsibility;
3. The Site Supervisor will alert the local fire department and will move public customers to a secure location;
4. If the fire cannot be controlled with an extinguisher or if the fire involves HHW, personnel will evacuate the area and await local authorities that are properly trained.
5. Personnel will assist local responders when necessary. Such assistance may include: helping to evacuate local residents; blocking off storm drains and berming water sources; removing all unnecessary personnel and vehicles from the area; and removing waste material if possible;
6. If the fire or explosion is serious enough to affect human health or the environment outside of the facility, the Site Supervisor will immediately contact local authorities and will also notify the National Response Center or the government official designated as the on-scene coordinator for the area. This report will include: name and telephone number of the reporter, name, address, and telephone number of the responsible agency; name, address, and telephone number of the facility; date and time of the incident; type of incident; name and quantities of materials involved; extent of injuries; and possible hazards to human health and the environment;
7. Once the fire has been extinguished, cleanup of the area will commence. During cleanup activities, the Site Supervisor will monitor for leaks, pressure buildup, gas generation, or ruptures in equipment as appropriate. If the fire was chemical in origin or spread to the waste area, all potentially contaminated cleanup materials will be disposed of as waste; and
8. Further response to a fire will proceed according to steps 8 through 11 described under the preceding spill response section of this contingency plan.

## Procedures for Non-Project Related Disasters

In the unlikely event of disasters such as floods, tornadoes, earthquakes, and bomb threats, the following procedures will be used:

1. The individual who notices the situation will alert other personnel by voice or by radio;
2. All personnel will stop work and secure their areas of responsibility;
3. The Site Supervisor will alert the appropriate authorities and move personnel to a secure location. The affected area will be secured to prevent access; and
4. If necessary, further procedures will be determined and implemented as appropriate given the specific nature of the emergency

## Evacuation Plans

Whenever there is an emergency incident at the facility, the Site Supervisor will decide if evacuation is necessary. In making this decision, the Site Supervisor will consider various factors, including the following:

- potential for the fire and/or explosion to intensify or spread;
- potential for release of toxic fumes; and
- quantity of released material.

If evacuation of the facility is necessary, personnel will be immediately notified by radio. The following procedures will then be implemented:

1. All personnel will leave the facility as quickly as possible through the nearest exit and proceed directly to a designated assembly area at a safe distance from the facility. All site personnel will be accounted for. If any personnel are missing, attempts to find them will not involve endangering the lives of others. No personnel or vehicles will be allowed to reenter the facility unless specifically authorized by the emergency coordinator. Normally, the only persons allowed to reenter will be emergency response personnel;
2. After the emergency is over, reentry will not be allowed until the Site Supervisor has determined that the facility is safe and has given appropriate notification to personnel; and
3. Drills will periodically be held to practice these evacuation procedures and will be treated with the same seriousness as an actual emergency



## **Appendix #4**

### Example Operations and Contingency Plan

Brunswick County Operations and Contingency Plans for  
Permanent HHW Facility, 2020

# HOUSEHOLD HAZARDOUS WASTE (HHW)

## OPERATIONS PLAN



**FEBRUARY 2020**

Permit No.	Date	FID
<b>1012-HHW-2020</b>	<b>October 1<sup>st</sup>, 2020</b>	<b>1453275</b>

**APPROVED DOCUMENT**

Division of Waste Management  
Solid Waste Section

Received Date **September 30<sup>th</sup>, 2020**

**PREPARED BY:**

**BRUNSWICK COUNTY  
SOLID WASTE & RECYCLING  
P.O. BOX 249  
BOLIVIA, NC 28422**

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Appendix A Universal Waste Storage and Sorting Area

Appendix B Chemical Storage Building and Concrete Pad Layout

## **I. OPERATION PLAN**

### **1.0 Introduction**

The Brunswick County Solid Waste Department has provided two temporary Household Hazardous Waste (HHW) events each year. The purpose of this application is to obtain a permit for a permanent HHW collection facility that will be located at the Brunswick County Landfill and Transfer Station site. The plan is to begin collecting Household Hazardous Waste (HHW) for proper disposal and/or recycling during the early spring of 2020. HHW will be collected on the third Thursday of each month.

The purpose of the permanent HHW collection facility is to provide an opportunity for residents of Brunswick County to dispose or recycle ignitable, corrosive, reactive, toxic, and universal waste. This will help prevent accidental spills, physical hazards, poisonings and exposure due to home storage; reduce MSW landfill contamination and curtail public wastewater or private septic system disposal. Implementation of the program aligns with Brunswick County's goal of increased sustainability.

### **2.0 Site Location**

The HHW collection site will be located at the Brunswick County C&D Landfill. The physical address is 172 Landfill Rd, Bolivia, NC 28422.

### **3.0 Operations**

The HHW facility will be maintained and operated to promote personnel safety and to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment.

#### **3.1 Hours of Operation**

The HHW site will receive materials on the first Thursday of each month from 9:00 am to 12:00 pm. The site will be closed on all County holidays and during inclement weather.

#### **3.2 Acceptable Wastes**

Only hazardous waste from households will be accepted at this facility. Businesses needing to dispose of hazardous wastes will be referred to vendors who offer pick up from business locations.

#### **3.3 Waste Management Procedures**

##### **3.3.1 Screening and Collection of Wastes**

County personnel will direct the flow of traffic to ensure safe and efficient operations. The user at the front of the line will be directed to drive into the receiving area, where wastes can be safely removed from the vehicle. Trained county personnel will check the wastes and remove them from the vehicle. The occupants of the vehicle will be asked to remain in the vehicle; if it is necessary to unlock the trunk for removal of wastes, county personnel will request the keys and accomplish the task. Properly trained personnel will maintain safe operations by immediately dealing with any leaking, damaged, unlabeled, or potentially shock sensitive or explosive materials.

The public education effort planned for this facility will inform potential users that the collection facility is designed to handle HHW from the following general categories: 1) yard and garden products; 2) automotive products; 3) paints and solvents; 4) household cleaning products; and 5) miscellaneous HHW. Because of difficulties in handling a few specific types of wastes (including explosives, radioactive materials, biologically active or infectious waste, and asbestos), the education effort will actively discourage users from bringing these and any other materials not accepted by the program. However, in the event that a misinformed citizen brings such wastes to the facility, the decision regarding these wastes will be based upon risk assessments and the advice of the contractor personnel. As necessary, the transportation and disposal contractor will help find specialized vendors to remove any such wastes for treatment or disposal. Whenever wastes are rejected, the user will be given a waste rejection notice showing the reasons for non-acceptance and providing names of people to contact for further information concerning options for proper disposal.

### **3.3.2 Waste Identification and Packaging**

As the wastes are received, trained county personnel will perform initial waste identification and segregation. Some materials that can be managed by the county personnel (such as latex paint, motor oil and other automotive fluids, lead-acid batteries, electronics, mercury containing products) may be segregated from the hazardous wastes at this time and handled according to local government protocols.

Onsite screening and/or chemical analyses will be conducted in an attempt to identify any unknown wastes. If necessary, additional analyses will be conducted at an off-site laboratory by the contractor personnel. Meanwhile, the unknown waste material will remain on-site, isolated in a container by itself. The material will be scheduled for pick up and appropriately managed.

Trained county personnel will conduct or directly supervise the collection, packaging, storage, and document preparation of the hazardous wastes collected at the facility. The contractor will arrange the transportation, treatment, recycling, or disposal of these wastes. Many of the wastes will probably require lab packing. Lab packing of materials may occur on the same day as collection activities, provided that time is available and adequate quantities of compatible materials are received. Otherwise, materials will be safely stored until the next scheduled workday. Additionally, partially filled (packed) containers may remain on-site until adequate amounts are collected and properly packaged for transport.

If pumping, pouring, or bulking of wastes are required, grounding and explosion-proof equipment will be used as needed. For both lab pack and bulk packaging, all containers will be of the Department of Transportation (DOT) specification, type, and size most appropriate for the specific waste type and planned treatment or disposal method. Wastes will be packed in either fiber, plastic, or steel containers of open or closed-head types, in sizes ranging from 5-gallon pails to one cubic yard box.

For any necessary lab packing, wastes will first be segregated according to DOT hazard class, then by chemical compatibility and by the acceptance criteria of specific waste recycling, treatment, or disposal facilities. Each inner container will be recorded on container content forms, providing a complete report of the contents of any drum.

Whether lab pack or bulk, the filled drums will be closed, labeled, and marked in accordance with DOT and Environmental Protection Agency (EPA) shipping requirements, and the proper information will be recorded on the manifest. The generator's notification and certification will also be prepared, as required under the land-ban regulations if applicable.

### **3.3.3 Storage Building Specifications**

The Brunswick County Permanent HHW Collection Facility will be designed and constructed to ensure safe and efficient operation. According to state guidance concerning storage of ignitable and reactive wastes, the structure will be located at least 50 feet from the facility's property line. Furthermore, the storage building will be separated from other operational areas of the solid waste facility in order to minimize damage in case of fire.

As required for proper safety and environmental protection, the structure will be: 1) designed to contain leaks and spills; 2) covered to exclude rainwater; 3) secured to control access; and 4) constructed in accordance with all applicable National Fire Protection Association codes.

The HHW collection facility will consist of one storage and one metal building located on a concrete pad. Building features may be altered as the engineering work progresses.

All hazardous waste will be collected and sorted in an existing, premanufactured building located beside the landfill's scale house building. Universal waste will be stored and palletized in the existing building.

### **3.3.4 Secondary Containment**

Hazardous waste will be stored in a premanufactured, steel chemical storage building. The total storage of the building is 35,250 pounds with a drum capacity of 33. The building contains a fire suppression system, static grounding system, leak proof spill-containment sump assembly, and a fan system.

### **3.3.5 Access Control and Security**

Access to the facility and chemical-handling areas will be controlled to prevent unnecessary public exposure to potential, harmful substances. Areas where chemicals are handled or stored will be clearly marked using one or more of the following warning tape barriers, and caution signs. The signs will contain appropriate warnings such as "No Smoking", and "Authorized Personnel Only". In addition, during collection times, county personnel will be stationed in strategic locations and will serve as checkpoint personnel to direct the flow of traffic and people.

The location at the Brunswick County Landfill will provide an extra measure of safety due to the presence of personnel at nearby areas during normal operating hours. After these hours, when the landfill is closed, a locked entrance gate and perimeter fence secures the entire area.

### **3.3.6 Provisions for Ignitable, Reactive, or Incompatible Waste**

County and contractor personnel will use special precautions to protect ignitable or reactive wastes from sources of ignition or reaction. These wastes will be separated from other wastes being stored in the collection facility. Any ignitable or reactive wastes will be protected from possible sources of ignition or reaction, including but not limited to: open flames, hot surfaces, frictional or radiant heat, and spontaneous ignition (e.g., from heat-producing chemical reactions). Any tools used for equipment maintenance in areas containing ignitable wastes will be of a non-sparking type. Maintenance activities such as welding or cutting, which potentially could generate sparks or open flame, will be allowed only by special permission of the contractor's Project Supervisor or designee. This permission will be granted only after the area has been inspected and tested for flammable vapors, and all ignitable or reactive materials have been removed or protected. Policy will prohibit smoking or open flame within or near the storage building. "No Smoking" signs will be placed at the entrance to unloading and storage areas and will be conspicuously placed wherever there is a direct hazard from ignitable or reactive wastes. Areas in which ignitable materials are stored will require the use of explosion-proof equipment and lighting.

Proper grounding will be maintained in order to dissipate any accumulation of static charges generated by the movement of hazardous liquids in pouring or bulking operations. Regarding incompatible wastes, the following special provisions apply:

- 1) Incompatible wastes will not be placed in the same container;
- 2) Hazardous wastes will only be placed in new, unused containers or in containers cleaned and reconditioned by a licensed manufacturer (and labeled as such);
- 3) A storage container holding a hazardous waste that is incompatible with any waste or other materials stored in close proximity will be separated from them by containment such as drip pans constructed of steel or polyethylene.

As a general rule, the handling and storage of all hazardous wastes (especially any that are ignitable, reactive, or incompatible) will be conducted so that it does not:

- a) Generate extreme heat or pressure, fire or explosion, or violent reaction;
- b) Produce uncontrolled toxic mists, fumes, dusts, or gases in sufficient quantities to threaten human health;
- c) Produce uncontrolled flammable fumes or gases in sufficient quantities may pose a risk of fire or explosion;
- d) Damage the structural integrity of the device or facility containing the wastes; or
- e) Threaten human health or the environment.

The procedures to comply with these provisions depend upon: 1) proper identification of waste materials as they are received: 2) segregated storage according to compatible hazard class: and 3) no co-mingling, bulking, or combining of incompatible hazard classes.

### **3.3.7 Use and Management of Containers**

Appropriate containers fitting DOT specifications will always be used for storing wastes at the Brunswick County Permanent HHW Collection Facility. Contractor personnel preparing wastes for storage will only use containers that are compatible with the wastes to be stored in them, so that containment ability is not impaired.

All containers holding accumulated HHW will be checked at least weekly to ensure that they haven't been stored more than 180 days and also to ensure their integrity. These inspections, to be conducted by contractor personnel (or appropriately trained county personnel), will be used to detect any leaks or deterioration caused by corrosion or other factors. Results of these inspections will be recorded. If a container holding hazardous waste is found to be in poor condition or if it begins to leak, contractor personnel (or appropriately trained county personnel) will transfer the wastes from the defective container to one that is in good condition or will overpack the container in a suitable storage drum.

Contractor personnel (or appropriately trained county personnel) will also ensure that any containers holding hazardous waste will be kept closed during storage, except when it is necessary to add or remove waste. Caution will be taken in the movement of all containers to prevent them from being tipped over or punctured. Furthermore, the containers will not be opened, handled, or stored in a manner which may rupture them or cause them to leak.

Unobstructed aisle space will be maintained to allow movement of personnel containers and emergency equipment within the storage building always.

### **3.3.8 Accumulation Time**

The storage building at the Brunswick County Permanent HHW Collection Facility will be designed to accommodate temporary accumulation of several classes of hazardous materials. County personnel will be trained as appropriate concerning proper waste segregation and safe storage procedures.

In accordance with state requirements for temporary storage, the date upon which each period of accumulation begins will be clearly marked and visible on each container. Additionally, a complete inventory log of materials will be kept on site. Furthermore, while being stored on-site, all containers with accumulating hazardous wastes will be labeled or marked clearly with the words, "Hazardous Waste", unless the material is recyclable (e.g. used oil, latex paints, batteries) and is separated from other hazardous waste.

Time in storage may vary according to the volume of waste received. Removal of wastes by the contractor will be scheduled as necessary to minimize expense to the local government while still complying with applicable regulations and safety considerations. Wastes will not be stored longer than 180 days without written permission from the North Carolina Division of Waste Management.

### **3.4 Access Control and Security**

Access to the facility and chemical-handling areas will be controlled to prevent unnecessary public exposure to potentially harmful substances. Areas where chemicals are handled or stored will be clearly marked using one or more of the following warning tape barriers, and caution signs. The signs will contain appropriate warnings such as "No Smoking", and "Authorized Personnel Only". In addition, during collection times, county personnel will be stationed in strategic locations and will serve as checkpoint personnel to direct the flow of traffic and people.

The location at the Brunswick County Landfill will provide an extra measure of safety due to the presence of personnel at nearby areas during normal operating hours. After these hours, when the landfill is closed, a locked entrance gate and perimeter fence secures the entire area.

### **3.5 Staffing**

The Brunswick County Permanent HHW Collection Facility will be operated largely through existing County staff. They will primarily be responsible for the identification, collection and temporary storage of materials. Contractors will be used for some over-packing, and the transportation and disposal/recycling of collected materials from the collection site. County personnel plan to receive appropriate training but will leave most of the waste-related tasks to contractor personnel; the primary exception is that the county personnel will conduct the weekly inspections described later in this plan. Further information of facility staffing is provided in a subsequent section entitled Personnel and Duties.

Throughout this plan, personnel from the waste transportation and disposal contractor are referred to as "contractor personnel". In some instances (as necessary for clarity), they are referred to as "onsite contractor personnel" to distinguish them from other contractor employees.

#### **Solid Waste & Recycling Coordinator**

The Solid Waste & Recycling Coordinator oversees onsite operations. This individual, assisted by the Landfill Supervisor or designee, has primary responsibility for:



- Implementing a Contingency Plan for the program site;
- Coordinate all emergency response measures;
- Assuring onsite personnel have met the training requirements appropriate for their duties;
- Assuring onsite personnel and county personnel are aware of the potential hazards associated with site operations;
- Correcting any work practices or conditions that may result in injury or exposure to hazardous substances;
- Implementing all aspects of the County's safety program as applicable;
- Establishing guidelines for wearing and decontaminating (if necessary) personal protective equipment;
- Coordinating and arranging for pick-up and disposal of HHW by the Contractor;
- Preparing any accident/injury reports;
- Verifying that onsite contractor personnel and HHW Operator work in a safe manner according to the County's safety plan;
- Informing onsite contractor personnel and HHW Operator of the proper procedure during an emergency;

### **HHW Operator**

The HHW Operator directs onsite operations. This individual, assisted by the Solid Waste & Recycling Coordinator or designee, has primary responsibility for;

- Accepting HHW from residents and property owners into the proper storage area;
- Assuring appropriate personal protective equipment is available and properly used;
- Segregating, bulking, and securing all materials for transport and complete manifests as required;
- Monitoring safety performance of onsite personnel;
- Immediately reporting any unusual or unsafe conditions to the Solid Waste & Recycling Coordinator or designee;
- Providing first aid if necessary;
- Ensuring that any necessary monitoring equipment is properly maintained and in good operating order;
- Tracking the number of visitors to the facility each day;
- Distributing educational material provided by the County to facility users;
- Preventing, containing, and cleaning any spills occurring in the process of regular site operation;
- Securing facility and gates after each operating day;
- Keeping a current listing of all HHW stored at the facility in a secure location at the facility;

### **3.6 Training Plan and Qualifications of Trainers**

The contractor will be responsible for training all contractor personnel. The contractor's training programs are designed to enable appropriately trained personnel to receive and handle wastes in a safe, environmentally sound manner and to work in compliance with the contractor's methods and with applicable regulations. Appropriate county and contractor personnel assigned to this project will complete the appropriate health and safety training in accordance with the Occupational Safety and Health Administration standard in 29 CFR 1910.120 (e). All on-site contractor and appropriate county personnel will have received a minimum of 40 hours of classroom training experience under the direct supervision of a trained, experienced supervisor.

County personnel will be trained using the same high standards applied to training of the contractor personnel. They will be fully trained before being assigned to the facility. County personnel will complete the necessary training prior to their assignment to facility operations. County personnel will not work in unsupervised positions until they have received appropriate training.

### **3.7 Operational/Emergency Equipment and Personal Protection Equipment**

The HHW collection facility will contain the necessary equipment for protecting contractor and county personnel. The facility will also contain the equipment needed to implement the contingency plan. The facility will be equipped with an immediately available telephone from which emergency assistance could be summoned. Internal communications will be carried out by voice as the most practical method given the restricted size of the facility. A hand-held, pressurized air horn will also be available to signal an emergency.

Other equipment to be kept at the facility will include portable ABC dry chemical and CO fire extinguishers, spill control equipment including clay and/or inert absorbents, pads, booms, shovels, brooms, containers, and various commercial decontamination solutions.

All facility communications or alarm systems, fire protection equipment, spill control equipment, and decontamination equipment will be inspected weekly and maintained as necessary to ensure its presence and proper operation in case of emergency. Fire protection equipment will be tested according to manufacturer specifications. Results of all inspections will be recorded on a customized checklist that will include inspection dates and a list of all systems and equipment to be inspected.

Personal Protection Equipment (PPE) will be used as appropriate to protect contractor personnel and county personnel from spills, broken containers, and sharp objects. The level of PPE required for tasks is described in the following examples:

#### Persons Lab Packing HHW – Level I or II:

- Safety glasses (with goggles or full-face shield when necessary);
- White Tyvek with vinyl apron or chemical-resistant coverall;
- Chemical-resistant safety boots;
- Respirator (as required);
- Chemical-resistant inner glove and puncture-resistant glove.

{Note: Contractor personnel (or appropriately trained county personnel) handling or moving drums may require metatarsal safety shoes. Regular safety shoes may be substituted for chemical-resistant safety shoes when no chemical exposure hazard exists. }

### **3.8 Transportation and Disposal**

When the transportation and disposal contractor arrives at the HHW storage facility for a scheduled pickup, the contractor will ensure that all containers are properly packaged, labeled, documented, and manifested. Contractor personnel will then load the containers onto a contractor vehicle and will transport them to a licensed facility for final treatment, recycling, or disposal.

### **3.9 Reporting and Documentation**

Thorough and accurate records will be maintained to ensure the accurate tracking of hazardous materials from the generator to final disposal sites. Container Contents Sheets will detail each drum's contents and waste quantities. Additional records that will be generated to ensure accurate record keeping include the following:

- Drum Tracking Sheet (contractor's in-house form);
- Uniform Hazardous Waste Manifest;
- Contractor's Material Profile Sheet (for wastes in bulk, 5 gallons or more);
- Waste Certification/Notification (to meet requirements of land-ban requirements if applicable);
- TC Rule Certification/Re-certification (to meet the TCLP Rule requirements if applicable);
- Certificates of Disposal.

### **3.10 Maintenance and Operation of the Facility**

The HHW collection facility will be maintained and operated to promote personnel safety and to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment. The appropriate provisions and procedures necessary to ensure safe and efficient operations have been stated in this plan.

### **3.11 Policy for Dealing with Unacceptable Waste**

#### Explosives

If explosives are delivered to the facility, the first step will be to immediately assess the possible danger and close the site if necessary until these materials are removed. The next step will be to call 911 and ask for assistance in removal of the material.

#### Infectious Waste

Other, non-sharp, unregulated or regulated medical waste that may show up at the facility may be received by the County, on a case by case basis, and collected and transported by a licensed medical waste transporter to be disposed at an approved medical waste facility. Regulated medical waste will either be treated through steam sterilization or incineration per the regulations of the State.

## **II. CONTIGENCY PLAN**

### **1.0 Introduction**

This plan is designed to minimize hazards to human health and to the environment from fires, spills, explosions, or any release of hazardous constituents to air, soil, or surface water.

### **1.1 Emergency Contacts**

In the event the facility has an imminent threat such as: a discharge of HHW, a fire, explosion, or other emergency which has the potential for damaging human health or the environment, staff should immediately activate the hand-held, pressurized air horn, and contact the primary and/or secondary emergency coordinators.

### Primary Emergency Contacts

Jeremy Baker, Landfill Supervisor  
172 Landfill Rd. NE  
Bolivia, NC 28422  
Office: 910-253-  
Cell: 910-540-6139

Micki Bozeman, Solid Waste & Recycling Coordinator  
P.O. Box 249  
Bolivia, NC 28422  
Office: 910-2532524  
Cell: 910-540-6001

### Secondary Emergency Contact

Daniel Shannon, Lead Equipment Operator  
172 Landfill Rd, NE  
Bolivia, NC 28422  
Cell: 910-616-9105

### Emergency Response Services

Fire Department/Hazmat/Ambulance/Sheriff's Office  
911

## **1.2 Facility Staffing and Emergency Responsibilities**

The HHW facility will be operated by county personnel. The contractor will provide training and disposal or recycling services. All trained personnel will participate in the response in the event of an emergency.

## **1.3 Emergency Response Materials and Equipment**

Materials and equipment kept at the facility will include all or some of the following:

- Spill control equipment
- Decontamination solutions
- Fire extinguishers
- Personal protective equipment
- Self-contained breathing apparatus
- Emergency eyewash station
- First aid kit

## **1.4 Emergency Procedures**

In the event that a facility has or there is an imminent threat that the facility may have a discharge of household hazardous waste, a fire, explosion, or other emergency which has the potential for damaging human health or the environment, the facility's emergency coordinator shall:

1. Activate the hand-held, pressurized air horn, and notify other personnel and customers of an imminent or actual emergency.
2. Notify the appropriate authorities and emergency responders.

3. Secure the area immediately to prevent unauthorized entrance into the area.
4. Immediately identify the source and amount of any discharged materials.
5. Take all reasonable measures to contain the discharge.
6. Assess any hazards to human health or the environment that may result from the discharge, fire, or explosion.
7. Take all measures to ensure the discharge, fire, or explosions do not occur again and do not spread to other waste.
8. Be prepared to inform the emergency responders of the types of HHW.
9. Be prepared to treat, store or dispose of any recovered waste, contaminated soil, surface water, or any other material that results from the event.
10. Ensure all emergency equipment is fit for its intended use before operations resume.
11. Complete an Incident Report Form and submit to Brunswick County and NCDEQ within 15 days of the event.

### **1.5 Evacuation**

All county and/or contractor personnel should evacuate immediately if a spill or leak cannot be contained or controlled. The facility operations should be shut down along with all equipment. All personnel is to leave in an orderly manner and meet at a designated location until the facility has been deemed safe.

## APPENDIX A

### Universal Waste Storage and Sorting Area



## APPENDIX B

Chemical Storage Building (yellow) and Concrete Pad (gray) Layout



## **Appendix #5**

Example Planning Timeline for One-Day HHW Events



# PLANNING TIMELINE FOR ONE-DAY HHW EVENTS

## SIX MONTHS BEFORE THE EVENT

### ORGANIZATION

- Establish network of local environmental, Emergency Medical Services, Public Works, and other related groups
- Determine which permits and licenses may be required
- Notify Pesticide Disposal Assistance Program (PDAP) within Dept. of Agriculture and Consumer Services for assistance with pesticide collection if wanted

### PROGRAM DESIGN

- Determine who may be allowed to participate (city residents, county residents, VSQGs)
- Determine what materials to accept
- Identify local outlets for reuse of salvageable collected materials

### CONTRACTING

- Develop basic criteria for qualified contractors
- Develop list of potential contractors
- Finalize and issue RFP

### FUNDING

- Estimate costs
- Obtain funding (local government, private sector donations, grants)
- Develop list of potential donors in the private sector

### SITE SELECTION

- Develop list of potential sites and dates

### PUBLICITY

- Identify avenues for publicity (ex. social media, print, online, and/or radio advertising) and estimate costs

## THREE-TO-SIX MONTHS BEFORE THE EVENT

### ORGANIZATION

- Make sure permits and licenses are in place

### CONTRACTING

- Evaluate proposals received
- Select contractor

### PUBLICITY

- Design ads for social media, print, online, and/or radio advertising
- Issue first press release

## ONE-TO-THREE MONTHS BEFORE THE EVENT

### PROGRAM DESIGN

- Finalize budget
- Develop training outline for volunteers
- Select a caterer for lunch on collection day
- Develop participant survey forms. Surveys are used to ask where participants heard about the event and to provide their zip codes to track the collection event's geographical reach.

### SITE SELECTION

- Finalize site selection
- Visit site with contractor
- Prepare site layout, traffic flow diagrams, and unloading/loading zones with selected contractor

### PUBLICITY

- Contract for advertising time and space
- Conduct press conference
- Finalize advertising design

## ONE-TO-FOUR WEEKS BEFORE THE EVENT

### PROGRAM DESIGN

- Plan the collection day's workflow and discuss safety procedures with HHW contractor
- Conduct volunteer training

### PUBLICITY

- Place online, print, and radio ads
- Issue press release

## ONE-TO-FIVE DAYS BEFORE THE EVENT

- Remind local media, public officials, emergency responders, and volunteers
- Confirm arrangement with caterer
- Review workflow plans and safety procedures with HHW contractor
- Print participant survey forms

## EVENT DAY

- Conduct safety briefing
- Open gates on time
- Review lunch schedule

## **Appendix #6**

Example Collection Event Participant Survey

<b>INSTRUCTIONS:</b> For each question, mark either the YES or NO column.		YES	NO
1	<p>Were you satisfied with the event?</p> <p>Comment:</p>		
2	<p>Were the times convenient for you?</p> <p>Comment:</p>		
3	<p>Did you learn anything new at this event?</p> <p>Comment:</p>		
4	<p>Would you recommend this event to a family member or friend?</p> <p>Comment:</p>		
5	<p>Was it easy to get access to the area?</p> <p>Comment:</p>		
6	<p>How did you learn about the event?</p> <p><b>Please CIRCLE all that apply.</b></p> <ol style="list-style-type: none"> <li>1. In the media (newspaper, Facebook, YouTube, Twitter, Radio, etc.)</li> <li>2. Union County website</li> <li>3. Friend/Family</li> <li>4. A handout at a Union County Site</li> </ol> <p>Comments:</p>		
7	<p>Please provide suggestions or comments you might have in the space below.</p>		
8	<p>Please provide your zip code.</p>		
<p>Thank you for participating in our 2019 Household Hazardous Waste Day. Feedback on your experience will be appreciated, as it will help us make improvements for future events. Please give to the attendant on the way out. You can mail it to: Union County Government Center, 500 N. Main Street, Monroe, NC 28112 or email to ____.</p>			

## **Appendix #7**

NC DEACS HHW Flyer Template



# Household Hazardous Waste

## Recycling Event



### CARTERET COUNTY

Sept. 24<sup>th</sup>, 8:00 a.m. - 1:00 p.m.  
Carteret County Health Dept.  
3820 Bridges Street,  
Morehead City

The Coastal Environmental Partnership (CEP) is a public solid waste management authority that serves Carteret, Craven, and Pamlico Counties. CEP provides residents with an environmentally sound and cost-effective system of solid waste disposal, and sponsors a series of household hazardous waste collection days in each of the three counties.

### Accepted Materials



- ✓ Cooking oil
- ✓ Drain openers
- ✓ Batteries
- ✓ Paint: Latex and oil paints and paint thinners.
- ✓ Automotive fluids: gasoline, used motor oil and anti-freeze
- ✓ Pesticides: Lawn, garden and farm pesticides and fertilizer

**10 gallons max per vehicle.**

### Non-Acceptable Materials

- ⊗ Gas cylinders
- ⊗ Commercial waste
- ⊗ Infectious, biological or radioactive wastes
- ⊗ Explosives
- ⊗ Ammunition



#### **No Mystery Cans!**

Everything must be labeled or easily identified.

### ADDITIONAL GUIDELINES:

You will be asked to remain in your vehicle at all times. We will remove your items from your vehicle. Contractors are **not** allowed to bring items for disposal (**residential wastes only**).

For more information, call 252-633-1564  
or e-mail \_\_\_\_\_