

**Local Management of
Household Hazardous Waste**

**Community-Based Program Assistance
for
Northeast Oklahoma**

August, 2000

Prepared under the Direction of
The Solid Waste Institute of Northeast Oklahoma

Prepared by
Turnip Enterprises, Inc.



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Introduction

There are many products found in homes that are hazardous or toxic. While commercial and industrial establishments spend millions of dollars each year to properly handle hazardous wastes, these same products from our households may be discarded in the trash, down the drain, or in some cases illegally dumped. Whether arriving at a sewage treatment plant, the local landfill or at an illegal dump at a remote bridge crossing, hazardous and toxic constituents are finding their way into our soil, water and air.

Communities in northeast Oklahoma have expressed interest in Household Hazardous Waste (HHW) management as a means of reducing the toxicity of the municipal solid waste stream. Within the 14 counties that comprise the service region of the Solid Waste Institute of Northeast Oklahoma (SWI), concern is heightened because of the karst environment that typifies much of the region. Communities are concerned about the cumulative impacts of hazardous constituents in waste products especially as they make their way into important physical features of the local environment.

In response, the SWI has been working to accumulate experience and expertise in programs designed to properly manage HHW and to reduce the overall toxicity of local waste streams. Our purpose is to be ready to assist communities within the 14 county study area with HHW collection program planning and implementation. This document is intended to summarize the SWI approach to local program development and to acquaint area communities with models for management of HHW that, with only minor adjustments, should work well throughout the region.

Program Models

SWI research has included the experience of other communities, reviews of industry literature, and detailed interviews with area hazardous waste management companies that have experience in local HHW management programs. The research points to two models that would appear to work well for our communities. These are: 1) small and mid-sized "event-based" collection programs and 2) programs using "permanent collection facilities" where service is available on a regular schedule at a fixed location.

By far the greatest experience has been with event-based management programs. These are programs whose frequency can range from one single event to regularly occurring events on an annual, semi-annual or quarterly basis. Successful events are carefully planned, well staffed with volunteers and hired professionals and are preceded by a deliberate public education campaign to assure participation.

The permanent programs may be housed in temporary structures such as portable buildings or semi van trailers, or they may be housed in more permanent buildings. When they are located at a host site where existing staff is available, they will typically keep fairly regular business hours. However, in some cases they may be located at sites where staff is not shared and resulting costs dictate constrained hours of operation such as weekends only. Both programs require professional administrative oversight, and a contract for hazardous waste disposal services.

The trend in program development within a typical community appears to be from simple events (oil, paint and battery collection), to more full-spectrum collection events, to permanent collection sites. However, there appears to be no specific impediment to a community choosing to begin immediately with permanent collection. Rather, the cost associated with HHW management programs tends to drive local decisions toward events that require a one-time budget commitment, as opposed to permanent sites that must compete for recurring budget appropriations.

Program Development and Implementation

Whether event-based or permanent, much of the initial process for program development and implementation is the same. The following steps compose SWI's recommended process for planning and implementing an *event-based* HHW program. With a few additions and changes, the process will work for permanent site programs as well. Sample specification documents suitable for both types of programs are attached.

I. Planning

A. Local Government Pre-Planning

SWI will meet with local government officials in order to determine local objectives, available resources, and to identify local government staff to be assigned lead roles in the program. The pre-planning session will also be used to acquaint officials with the character and scope of the project, to define its geographic reach and to inventory the human and monetary resources needed to implement the project.

B. Event Planning

SWI will assist in the formation of a volunteer HHW committee composed of:

- local government employees;
- environmental, health and safety representatives from local industry;
- emergency services representatives;
- local environmental specialists; and
- medical professionals.

The HHW Committee, with administrative and technical support from SWI, will be responsible for event planning. The planning process will require at least two meetings the second of which should avail itself of input from the selected HHW management contractor. All tolled, the process will cover the following:

1. The location of the event and the layout and design of the site;
2. The date, time and duration of the event;
3. The materials to be collected;
4. The contractor(s) needed to perform unloading, assessment, on-site material management such as bulking and packaging, materials transport and disposal;
5. Recruitment and use of volunteers, training sessions, break areas and training curriculum that includes:
 - Identification of acceptable material,
 - Location and use of personal protective equipment,
 - Spill or fire procedures and notification,
 - Handling and packaging of the acceptable materials,
 - Incompatible materials and the consequences of mixing,
 - Traffic flow, site layout and security,
 - Introduction of collection contractors and methods of material management, and
 - General safety rules;
6. Site safety and personal protective equipment;
7. Vehicle flow;

8. Emergency response personnel;
9. Procedures to be followed in the case of spill or releases;
10. Waste characterization;
11. How to manage paint; and
12. Event organization including a chart showing the roles of responsible individuals.

II. Contractor Selection and Oversight

A. Identification of Contractor vs. Volunteer Roles, Duties and Responsibilities

Within limits, the contractor can do as much or as little as the committee desires. SWI will help the committee apportion the many duties to be performed between formally trained volunteer staff, informally trained volunteer staff and the HHW contractor. The apportionment process necessarily involves balancing budgeted resources against the limits of volunteer resources.

B. Contractor Selection

The selection process will include preparation and advertising of a *Request for Proposals (RFP)*, proposal assessment and tabulation, contractor interviews and recommendations for selection to the contracting local government. A sample RFP document is attached for both the event-based and permanent program. SWI will assist the committee to refine the RFP and manage the selection process.

C. Contract Preparation, Execution and Performance Oversight

There are a number of qualified contractors available who provide excellent HHW management services. However, each emphasizes practices and capabilities that are unique to their particular company and that may cause one company to be better suited for a particular event. In addition to price, the selection will likely rely on such unique qualifications.

The SWI will help to assure the contract reflects needed specifics and that the advantages promised by the event contractor are realized as material is managed at the event. A sample contract is also attached.

III. Site Selection, Layout and Traffic Control

The committee should select a collection event site that is easily accessible to the public and to emergency response teams. The site should have a clearly marked

entrance and should facilitate safe and effective traffic flow. Potential sites near schools, hospitals, sports fields in use, waterways or flood plains should be given special consideration to determine whether a danger to these facilities is present.

The site should be paved if possible in order to provide for containment and clean up in the event of a spill, to move drums and other large and heavy containers easily, and to move waste from unloading areas using rolling carts. If the site is not paved, more stringent measures will be required such as the use of tarps and plastic sheeting.

IV. Materials - Handling and Characterization

As set forth above, the particular mix of materials to be received at an event can be different. In addition to budget constraints, the length of the list of acceptable items will also be determined by the availability of highly trained, but un-paid volunteers, and by the availability of collection equipment.

Personnel should classify acceptable materials received as reusable, recyclable or other. Materials classified as "other" must be further characterized by the contractor or by adequately trained personnel. All such material will be managed in accordance with the HHW contract. While some on-site blending or bulking may occur, most such material will be containerized for shipment, manifested, and removed from the site at the completion of a collection event. This must be accomplished by a licensed, permitted contractor. The collection plan should also address the handling of any unidentifiable or unknown materials that may be delivered to the event.

V. Public Education, Participation and Program Cost

Considering the overarching goal of detoxifying the municipal waste stream, public education is a key program component and is vital to the success of the collection event. Indeed, public awareness about safe and less frequent use of products containing hazardous or toxic substances is an important program component in and of itself, whether a community conducts events or not.

For events, the amount and quality of public education can mean the difference between a successful event or a poorly attended event. In fact, organizers have done such a good job in some cases, that attendance was more than the local budget could manage. It is important to identify the geographic “reach” of the event and to carefully plan public education to target that particular population.

This will typically involve the use of local newspapers, radio and television outlets and may include direct mailing. The content of public service announcements and advertisements must inform the public about the reasons to think about HHW differently than other waste, but it must also be careful to identify eligible participants and set forth other specifics about the event.

Conclusion

Communities within the SWI service area have in common the need to properly manage HHW, to educate the public about it, and to reduce the overall toxicity of local waste streams. But their local populations differ in size, local resources vary and the conduct of programs to better manage HHW if implemented, must necessarily be tailored to each community’s needs.

It is hoped that the services and expertise described in this report will be useful to assist those communities that choose to plan and implement education and collection programs. For those communities that choose to pursue such programs, the SWI stands ready to assist by using the approaches to local program planning and implementation described herein.

Household Hazardous Waste Collection REQUEST FOR PROPOSALS

GENERAL INFORMATION AND SPECIFICATIONS FOR Household Hazardous Waste Collection Event for [insert org name] hereinafter referred to as "City".

The City is accepting proposals and price quotes from interested and qualified contractors to provide collection, bulking, containerization, transportation, disposal, and recycling of Household Hazardous Waste (HHW). Contractor shall assist City with planning, organizing and with training for a City sponsored event to be conducted at the [describe location] on the [insert date of proposed]. Contractor proposals shall conform to the specifications and requirements listed. Deadline for receipt of proposals is [insert date and time].

Proposal should be mailed or delivered to:

[insert City name, address and contact person]

All questions should be addressed to

[insert responsible staff person's name]

SCOPE:

To provide collection, bulking, containerization, transportation, disposal, and recycling of Household Hazardous Waste. The City will form an Event Planning Committee consisting of city staff and local volunteers, but the Contractor shall assist the Committee with planning, organizing and with training for the event and will serve as technical consultant in the planning phase. The event is to be conducted at the [describe location] on the [insert date of proposed]. The collection event will be open at no cost to all residents (not to business or industries) of [insert description of intended service jurisdictions, i.e. City, County, etc.]. The City will precede the event with public notice and education to include flyers, public service announcements using all local media, and with press releases intended to be the subject of newspaper articles, radio spots and television news stories.

CONTRACTOR QUALIFICATIONS:

Must have valid State and Federal licenses for collection, handling, transportation, and disposal of hazardous materials. Must be capable of handling and disposing of all materials identified for collection below. Must be capable of maximizing waste disposal through re-use and recycling. Contractor shall submit a list of appropriate licenses and certification numbers. Contractor shall submit experience in conducting or supporting Household Hazardous Waste Collection using either event-based collection or using permanent facilities and/or on-site trailers. Contractor shall provide 24 hour availability for emergency response.

REFERENCES:

Contractor shall provide a list of references with proposal submission. References will be contacted by the City.

INSURANCE:

Contractor shall provide proof of insurances required. These shall include general liability, pollution liability, and transporters insurance qualification. A minimum of \$1,000,000.00 is required.

TRANSPORTERS, STORAGE, AND DISPOSAL (TSD) FACILITIES:

Contractor shall provide a list of the facilities to be utilized for the above and provide statement certifying that the TSD facilities have been audited.

WASTE GENERATOR:

The generator of the hazardous waste will be households only located within the [state intended service area]. Trained personnel will be at the collection site at all times to validate that household residents only are disposing of hazardous material.

ACCEPTABLE WASTE:

Acceptable waste for this household hazardous waste collection facility shall be:

Pesticides
Flammable liquids
Corrosives
Batteries (Alkaline, Nicad, and
lead-acid types)
Florescent bulbs
Anti-freeze
Home use sharps only

Herbicides
Flammable paints
Oxidizers
Used oil
Transmission fluid
Latex paint
Brake fluid

No other hazardous material shall be accepted at the collection facility. The City will seek, and may secure local vendors to volunteer to collect selected items for disposal. These items will be negotiated from the contractor price quotes when identified.

MATERIAL IDENTIFICATION:

City staff will make the decision on whether to accept material, after discussing price for disposal, on a case by case basis. The Contractor shall be capable of identifying unknown material when asked to do so on site.

WASTE COSTS:

Costs shall include handling, equipment, drums, containerization, transportation, licensing, event training for personnel, event planning consultation and any other miscellaneous expenses listed as special provisions in the proposal. Small quantities of materials gathered from the event shall be consolidated by the Contractor for cost-sharing by multiple parties. Cost-sharing shall be with a minimum of six (6) other HHW collection organizations to provide the lowest cost-sharing disposal costs possible. Cost must include disposal within 48 hours when required. The Contractor shall provide all loading, containers and other materials needed for proper disposal.

WASTE MANAGEMENT METHODS:

The Contractor shall maximize disposal through re-use and recycling. Only approved disposal methods such as destructive incineration, hazardous waste landfill, neutralization/treatment, stabilization, and fuel incineration shall be used. Those items that cannot be re-used or recycled shall be disposed of in the most economical way by one of the methods listed above. Priority consideration will be given to bids that primarily recycle, reuse and operate reuse facilities within 100 miles of [state intended service area] residents. The Contractor shall be responsible for all DOT transportation

documentation for shipments and copies of documents shall be provided to City in order to provide a record of disposal.

TRAINING:

The Contractor shall provide training at a mutually agreed time and place to city staff and volunteers. The Contractor will be responsible to provide training curriculum covering, at a minimum, the following subject areas:

- identifying materials that can be accepted for collection and that cannot be accepted;
- locating and using personal protective equipment;
- locating fire protective equipment and first aid supplies
- procedures in the event of a fire, spill, or personal injury;
- safe handling of hazardous and toxic substances;
- general safety and health issues related to HHW events; and
- site traffic control.

AGREEMENT/CONTRACT:

An agreement/contract shall be prepared based on successful proposal submitted and agreement/contract shall be for a five (5) year period, subject to funds being available each year, with renewal to be on an annual basis and agreed to by both owner and contractor. Disposal rate charges shall be negotiated at the time of the agreement/contract renewal.

PROPOSAL FORM:

The attached Proposal Form shall be used to submit the price quotes for this event.

PROPOSAL FORM
HOUSEHOLD HAZARDOUS WASTE COLLECTION
City of (insert name of collecting organization)

DATE: _____

TO: [City - Address - Contact Person]

FROM:

Firm Name: _____

Address: _____

Phone Number:

Fax Number:

The undersigned, having carefully examined the Request For Proposal for Household Hazardous Waste Collection for the City of [insert name of collecting organization] hereby proposes to provide those items required by the RFP for the dollar amounts indicated:

1. Trailer Rental per month: \$_____.

2. Disposal cost per container. (Complete attached form indicating packaging method, disposal method and disposal cost per drum).

Attachments: (Example: Statement of Qualifications, TSD Lists, HHW Costs)

Attachment to Proposal Form
PACKING AND DISPOSAL METHOD & DISPOSAL COSTS

Waste Category	Packaging Method	Disposal Method	Unit	Unit Cost
Oil Base Paints/Thinners	_____	_____	_____	_____
Lead Acid Batteries	_____	_____	_____	_____
Nicad/Alkaline Batteries	_____	_____	_____	_____
Florescent Bulbs	_____	_____	_____	_____
Oxidizers	_____	_____	_____	_____
Pesticides	_____	_____	_____	_____
Herbicides	_____	_____	_____	_____
Dioxin Cont. Waste	_____	_____	_____	_____
Corrosives	_____	_____	_____	_____
Used Oil	_____	_____	_____	_____
Anti-Freeze	_____	_____	_____	_____
Transmission/Hyd. Fluids	_____	_____	_____	_____
Household Cleaners	_____	_____	_____	_____

Packaging Codes: B=Bulk, LP=Labpack, LO=Loose Pack, D=Drum, P=Pallet

*Disposal Codes: R=Recycle, NT=Neutralization Treatment, FB= Fuel Blending,
I=Incineration, LF=Landfill*

*Other Codes: * (Other packaging, disposal, recycling or re-use method to be supplied by
proposer. Proposer to include detailed explanation)*

Signed by: _____ Title: _____

Firm Name: _____ Date: _____

Agreement
for
Household Hazardous Waste Collection Services

THIS AGREEMENT, made and entered into this ___ day of _____, _____, between the [City of Any City], a [state type of governmental entity] organized under the laws of the State of [Any State] (hereinafter referred to as "City"), and [HazVendor], whose mailing address is 123 Circle Dr., Any City, Any State 77777 (hereinafter referred to as "Contractor"), states as follows:

WHEREAS, The City will sponsor a Household Pollutant Collection Event to provide a safe, convenient place where citizens of [service area jurisdiction] can dispose of stored household pollutants and other non-regulated wastes at the [event location] on [date of event], and,

WHEREAS, Contractor has knowledge and experience in collecting, identifying, packaging, labeling, hauling, recycling, treating, incinerating, and/or disposing of said pollutants.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. Scope of Services

- A. Contractor shall perform in a good and professional manner the services identified in the *Request for Proposals* dated _____ 2002, attached hereto and made a part hereof. Contractor shall have present at the collection site employees or agents trained in the identification of hazardous and acutely hazardous wastes as defined by federal law or regulations, and such materials and equipment as necessary to handle, containerize, label, load, and transport such wastes from the City's Household Pollutant Collection Event in a manner conforming to state and federal laws and regulations.
- B. Contractor shall accept wastes generated from households within the [City of Any City] and only in amounts as are approved by a designated representative of the City who is present at the site.
- C. Contractor will not accept for disposal the following:
 - (1) Radioactive materials (as regulated by D.O.T. or the Nuclear Regulatory Commission).
 - (2) Explosives (as defined by the Bureau of Alcohol, Tobacco, and Firearms) including: organic peroxides (unstable), and picric acid.
 - (3) Polychlorinated Biphenyls (PCBs).
 - (4) Compressed gases (aerosol containers are acceptable).
 - (5) Biological or infectious wastes.

1. C. (continued)

(6) All Poison A compounds as listed in the Hazardous Materials Table of 49 CFR 172.101.

(7) All materials listed as forbidden in the Hazardous Materials Table of 49 CFR 172.101.

If these types of waste are encountered, the City, with Contractor's assistance, will make every attempt to recommend to the owner that these products be used for the purpose for which they were purchased. If the reuse of the product by the owner is not feasible, City and Contractor will make every effort to advise the generator of alternative disposal available.

2. Indemnification

- A. Contractor shall indemnify, hold harmless, and defend the City from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the City or which the City may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction, or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations, or orders, to the extent that such damage was caused by Contractor or Contractor's agents' negligent, willful, or intentional act or omission, or breach of contract.
- B. City hereby agrees to indemnify and hold Contractor and its officers, directors, employees, agents, owner, affiliates and contractors harmless from and against any and all loss and damage, suits, liability and expenses (including, but not limited to, reasonable investigation, legal expenses and attorneys' fees) arising out of any claim for loss of or damage to property, including the City's property, and injuries to or death of persons, including City employees, caused by, resulting from, or growing out of the services described herein, unless such loss or damage is directly due to Contractor or Contractor's agents' negligent, willful, or intentional act or omission, or breach of contract.
- C. To the extent allowed by law, the City shall be liable to Contractor or to third parties for losses resulting from the City's torts or the torts of the City employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes, Sections 151 et seq.

3. Insurance

Contractor shall procure and maintain general liability, workers' compensation, pollution liability, and transporters' insurance qualification. A minimum of One Million Dollars (\$1,000,000) is required.

4. Payment Terms

Contractor shall provide all services in this Agreement at the prices stated in the attached *Cost Proposal*, unless otherwise agreed in writing. Payment shall be subject to Contractor's completion of an event report setting out the number of participants, type and quantity of waste, and Contractor's chosen method of material management and/or disposal. The report shall accompany the Contractor's statement, and

payment shall be made by City to Contractor within thirty (30) days of the City's receipt of statement from Contractor.

5. Uncontrollable Forces.

Neither the City nor the Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to forces which are beyond the control of the parties, including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorization from any state, local, or federal agency or person for any supplies, materials, accesses, or services required to be provided by either the City or the Contractor under this Agreement; strikes, work slowdowns or other labor disturbances, and judicial restraint.

6. Option to Renew

The City and the Contractor may extend this contract to cover additional future events by mutual consent for a period of up to five (5) years. The Contractor may provide evidence of increases in costs and request unit price adjustments for such future events subject to approval by the City.

7. Severability

If any portion of the Agreement shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this Agreement shall remain in full force and effect.

8. Waiver

No waiver of the terms, conditions, and/or covenants of this Agreement shall be binding and effective unless the same shall be in writing and signed by the parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing signed by the parties.

9. Assignment

Neither the City nor the Contractor may assign this Agreement or any provision hereof without the prior written consent of the other party.

10. Notice

Any notice to be given or written request made pursuant to the terms of this Agreement shall be delivered by hand or sent by U.S. Postal Service as certified mail to the following addresses of the parties:

CITY

[City of Any City]
[456 Circle Dr.]
[Any City, Any State 88888]

CONTRACTOR

[HazVendor]
[123 Circle Dr.]
[Any City, Any State 77777]

11. Section Headings

Heading of particular sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the sections to which they refer.

12. Governing Law

The validity, interpretation and performance of this Agreement, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the State of Oklahoma.

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

The City:
By:

The Contractor:
By:

Signature

Signature

Attest: _____

Attest: _____