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Cumberland County Solid Waste Management

Household Hazardous Waste Collection Facility

Operational, Contingency & Closure Plans

North Carolina Department of Environment and Natural Resources
 Division of Waste Management
 Solid Waste Section

APPLICATION FOR
 HOUSEHOLD HAZARDOUS WASTE IDENTIFICATION NUMBER

A household hazardous waste I.D. number shall be required to ship collected materials off-site for treatment and/or processing.
 Please check the appropriate box and fill in the blanks.

Temporary Event

Permanent Facility

OPERATOR/CONTRACTOR

Facility/Event Host	Solid Waste Management	County	Cumberland
Contact Person	Karen S Hall	Title	Administrative Program Officer II
Mailing Address	698 Ann Street		
City	Fayetteville	State	NC
Zip	28301		
Phone	910-321-6929	Fax	910-321-6840
E-mail	khall@co.cumberland.nc.us		
On-Site Contractor	TRADEBE		
Contact Person	Kurtis Drake	Title	Account Manager
Mailing Address	1004 Idlewilde Blvd		
City	Columbia	State	SC
Zip	29169		
Phone	803-586-2360	Fax	803-753-9301
E-mail	Kurtis.Drake@tradebe.com		

TRANSPORTER

Company Name	Thunderbird Trucking Inc	ID No.	INR000123497
Contact Person	Myers Bruce	Title	Regional Operations Manager
Mailing Address	1004 Idlewilde Blvd		
City	Columbia	State	SC
Zip	29201		
Phone	803-586-9476	Fax	803-753-9301
E-mail	Myers.Bruce@tradebe.com		

DISPOSER/RECYCLER

Company Name	TRADEBE Treatment and Recycling LLC	ID No.	IND000646943
Contact Person	Lynn Smith	Title	Senior Proposals Manager
Mailing Address	4343 Kennedy Ave		
City	East Chicago	State	IN
Zip	46312		
Phone	219-397-3951	Fax	803-753-9301
E-mail	Lynn.Smith@tradebe.com		

COLLECTION DETAILS

Physical Location of Event/Facility	923 Wilkes Road, Fayetteville, NC
Date of Temporary Event (if applicable)	
Materials To Be Collected	Flammable, Toxic, Corrosive, Mercury, Lithium Batteries, Alkaline Batteries, Lead Acid Batteries, Latex/Oil Paint, Oxidizing
Materials To Be Recycled	Batteries, Flammable Material (fuels blending), Mercury, Bulbs, Aerosols (fuels blending)
Additional Comments	Pick-up from permanent HHW Site at least once every 175 days to remain in compliance with permit

CERTIFICATION OF OPERATOR/CONTRACTOR:

I certify that the information supplied is accurate and correct to the best of my knowledge and belief, and that this facility will only accept household hazardous waste. I am authorized to make this request on behalf of the operator at the location given.

Name Karen S Hall Title Administrative Program Officer II

Company Cumberland County Solid Waste Management

Signature Karen S Hall Date 11/14/12

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OPERATIONAL PLAN

This plan describes the normal operating procedures for the permanent Cumberland County Household Hazardous Waste (HHW) Collection Facility. Additional procedures for emergency situations are contained in the Contingency Plan.

Throughout this plan, the Cumberland County Household Hazardous Waste Collection Facility is referred to as "HHW Collection Facility", personnel from the waste transportation and disposal contractor are referred to as "contractor personnel" and operators of the facility are referred to as "county personnel."

The HHW Collection Facility was established to more effectively manage household hazardous waste for residents of Cumberland County and to help prevent improper disposal; it involves a program of HHW collection, source reduction, and public education. The facility is maintained and operated to promote personnel safety and to minimize the possibility of a fire, explosion, or any unplanned release of hazardous waste or hazardous waste constituents to air, soil, surface or ground water which could threaten human health or the environment. The appropriate provisions and procedures necessary to ensure safe and efficient operations are stated in this plan.

The HHW Collection Facility is located at 923 Wilkes Road, Fayetteville, NC 28306. See Appendix – Figures 1 & 2. HHW accepted at the facility includes oil/latex paint, motor oil & oil filters, anti-freeze, pesticides & herbicides, cleaners, acids, gas & diesel fuel, batteries, solvents, mercury (thermometer, thermostat), pool chemicals, photography chemicals, other oxidizers, and brake & transmission fluid. Waste not accepted at the facility includes flares, PCB's, explosives, butane gas cylinders, ammunition, infectious waste, fireworks, household garbage, and yard waste.

FACILITY STAFFING

The HHW Collection Facility is operated and staffed by county personnel and when available a temporary employee will provide assistance. Because of accident and liability concerns, the temporary employee responsibilities are usually limited to controlling traffic, conducting surveys, interaction with customers, and providing general assistance, such as emptying trash and running errands. County personnel are responsible for the identification, collection, and placement of waste into appropriate area for temporary storage. A contractor is used for bulking, over-packing, transporting and disposal/recycling of the collected HHW. See Appendix – Figure 3.

PERSONNEL AND DUTIES

The HHW Collection Facility is staffed by trained, qualified county personnel under the direct supervision of the Administrative Program Officer. Positions with responsibilities at the HHW Collection Facility are described below.

The Administrative Program Officer directs onsite operational efforts. This individual has primary responsibility for:

- assuring that onsite county and contractor personnel have met the training requirements appropriate for their duties;
- assuring that county and contractor personnel are aware of the provisions of the Contingency Plan;
- assuring that onsite county and contractor 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; and
- notifying Safety Officer and NCDENR of any incident or accident.

The Safety Officer is responsible for:

- preparing any accident/incident reports;
- verifying that county and contractor personnel work in a safe manner;
- ensuring that any necessary equipment is properly maintained and in good operating order; and
- establishing guidelines for and assuring that appropriate personal protective equipment is available and that county personnel have been instructed in their proper use and decontamination (if necessary).

County Personnel (On-Site Operators) are responsible for:

- opening the site and securing the site at the end of each day;
- the safe removal of acceptable materials from vehicles;
- the initial identification and segregation of materials;
- proper storage of materials for pick up by the contractor;
- directing traffic, conducting surveys, determining user eligibility, and distributing educational materials;
- inspections of equipment, containers, buildings, and fire extinguishers;
- immediately reporting any unusual or unsafe conditions to the Administrative Program Officer; and
- implementing the Contingency Plan in case of emergency.

HOURS OF OPERATION

The HHW Collection Facility is open the second and fourth Saturday of each month from 8 a.m. until 4 p.m. If there is a need to adjust the days per month or extend these hours to better match user demand, NCDENR Division of Solid Waste Management will be notified in writing.



ACCESS CONTROL AND SECURITY

Access to the facility is controlled by a locked entrance gate to prevent unnecessary public exposure to potential harmful substances. There is also an additional locked gate before the entrance gate, at the top of the hill. The area is surrounded by a six-foot-high chain link fence topped with barb-wire. A warning sign "DANGER – Unauthorized Personnel Keep Out" is posted on the entrance gate. Areas where chemicals are handled or stored are clearly marked using caution signs. The signs contain appropriate warnings such as "No Smoking," and "Authorized Personnel Only." All buildings containing hazardous materials have locked doors and placards indicating type of waste in the building. Night security is provided by lights that are automatically activated at sundown. In addition, during collection times, there are two personnel on-site at all times.

TRAINING

The Administrative Program Officer is responsible for ensuring that county personnel assigned to the HHW Collection Facility are properly trained to the hazards associated with the job that they will be performing. Upon hire, county personnel will:

- attend a mandatory 40-hour HAZWOPER course with an 8-hour refresher course annually thereafter;
- be trained on the proper day-to-day operation of the HHW facility (completing forms, proper handling/placement of waste in buildings/tanks, labeling/marketing of waste, record-keeping, semi-weekly inspections, Contingency Plan implementation, etc.);
- receive specific training from the Safety Officer in the use of fire extinguishers, emergency equipment, general safe work practices, accident prevention, personal protective equipment, spill management, and what to do in case of a fire or other emergency.

The contractor is responsible for training all contractor personnel. Both the county's and 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 applicable regulations.

County personnel assigned to the facility do not work in unsupervised positions until they have received appropriate training. As required, complete training records are kept at the facility; training records for contractor personnel are kept at the contractor's office.

STORAGE BUILDING SPECIFICATIONS

The HHW Collection Facility is designed and constructed to ensure safe and efficient operation. The facility consists of a storage building with fire suppression system containing three separate areas divided by walls, flammable, corrosive, and oxidizer storage, a building for paint, a building for pesticides, a covered anti-freeze tank, a covered motor oil tank, a covered receiving/unloading area,

a storage building for supplies, an eye wash building, and a small trailer used as an office. Additional details for the facility structures are provided at Appendix – Figure 4.

According to state guidance concerning storage of ignitable and reactive wastes, the storage structure is required to be located at least 50 feet from the facility's property line. The location of the ignitable and reactive waste storage unit relative to other site structures is shown at Appendix – Figure 1. As required for proper safety and environmental protection, the structure is: 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.

Fire extinguishers are located on the left inside all site buildings except for the flammable building.

Mercury thermostats, thermometers, and TV bulbs are placed in a pail with a lid which is placed in a secondary hard plastic cube that is appropriately labeled and stored in the pesticide building.

All buildings containing hazardous waste have signs/placards indicating type of waste stored inside.

EMERGENCY EQUIPMENT, PERSONAL PROTECTION EQUIPMENT AND FIRST AID

The HHW Collection Facility has the necessary equipment for protecting contractor and county personnel and for implementing the Contingency Plan. The facility has a telephone for use in an emergency. The most practical method of internal communications, due to the size of the facility, is voice.

Other equipment kept at the facility includes portable ABC dry chemical and carbon dioxide fire extinguishers, spill control equipment including absorbents, pads, brooms, shovels, containers, and various commercial decontamination solutions.

All facility communication, fire protection equipment, spill control equipment, and decontamination equipment/supplies are inspected the 2nd and 4th Saturday of each month and maintained as necessary to ensure its presence and proper operation in case of emergency. Fire protection equipment is tested according to manufacturer specifications. Results of all inspections are recorded on a checklist that includes inspection dates and a list of all systems/equipment inspected and is kept on file at the facility. See Appendix – Figures 8 & 9

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

- Persons Removing/Segregating Waste from Vehicles:
 - ✓ safety glasses;
 - ✓ white tyvek with vinyl apron;
 - ✓ chemical-resistant safety shoes/boots;
 - ✓ nitrile gloves or chemical-resistant inner glove and puncture-resistant outer glove.

- Persons Opening Containers and Bulking Waste:
 - ✓ white tyvek with vinyl apron or chemical-resistant coveralls;
 - ✓ safety glasses;
 - ✓ polyurethane or other chemical-resistant safety boots;
 - ✓ respirator with organic vapor cartridge and high-efficiency particulate air filter, if required;
 - ✓ nitrile gloves or chemical-resistant inner glove and outer puncture-resistant glove.
- Persons Sampling HHW
 - ✓ full-face shield and safety glasses;
 - ✓ chemical-resistant coveralls;
 - ✓ chemical-resistant safety shoes/boots;
 - ✓ respirator, if required;
 - ✓ chemical-resistant inner glove and outer puncture-resistant glove.
- Persons Lab Packing HHW
 - ✓ safety glasses;
 - ✓ white Tyvek with vinyl apron or chemical resistant coveralls;
 - ✓ chemical-resistant safety boots;
 - ✓ respirator, if required;
 - ✓ chemical-resistant inner glove and puncture-resistant outer glove.

(Note: Contractor or 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.)

First aid kits are available and on-site at all times. In case of an injury, local emergency services will be notified. There is an eye wash/shower station for use in emergencies which is inspected each day the facility is open.

See Appendix – Figure 5 for directions to Cape Fear Valley Medical Center. This Figure is also posted in the office on-site.

USER ELIGIBILITY

The HHW Collection Facility is intended to serve the residents who live within Cumberland County and its municipalities.

Only household hazardous wastes are accepted at the HHW Collection Facility. Businesses needing to dispose of hazardous wastes are referred to vendors who offer programs for picking up wastes at business locations.

When the HHW Collection Facility is open, county personnel check all vehicles entering the facility for proof of residency and have the resident complete a Material Inventory Sheet. The Material Inventory Sheet is designed to keep track of the type, quantity, weight, and source of each user's waste. See Appendix – Figure 6.

SCREENING AND COLLECTION OF WASTES

There is one entrance and exit at the HHW Collection Facility. See Appendix – Figure 1. County personnel direct the flow of traffic to ensure safe and efficient operations. The vehicle at the front of the line is directed to drive into the receiving/unloading area, where wastes are checked and can be safely removed from the vehicle. Occupants of the vehicle are asked to remain in the vehicle; if it is necessary to unlock the trunk for removal of wastes, county personnel request the keys and accomplish this task. County personnel immediately deal with any leaking, damaged, unlabeled, or potentially shock sensitive or explosive materials by informing the vehicle operator and attending to the problem in the appropriate manner.

County personnel also provide educational materials that include information on less hazardous alternative products and other HHW topics. The public education effort at this facility informs users that the collection facility is designed to handle HHW from the following general categories: 1) yard and garden products (herbicides, pesticides, etc.); 2) automotive products; 3) paints and solvents; 4) household cleaning products; and 5) miscellaneous HHW. In the event that a citizen brings unacceptable wastes to the facility, they are told why the waste is unacceptable and given a HHW Contractor list with additional information concerning options for proper disposal.

WASTE IDENTIFICATION AND PACKAGING

As the wastes are collected, county personnel perform initial waste identification and segregation. Some materials that can be managed by county personnel (such as latex paint, motor oil, other automotive fluids, anti-freeze, oil filters, and batteries) are segregated from the hazardous wastes at this time and handled according to policy.

- Latex paint is poured into a 55-gal drum which is then pumped into a 500-gal tank that is labeled with “Latex Paint” on both sides. Oil based paint is poured into a 5-gal bucket and then poured into a 55-gal drum located in the paint building, which will be picked-up and disposed of by the contractor. Empty paint cans are placed into a 20-yard container box that is located in front of the pouring area. The 20-yard container box is tarped when not in use to prevent rainwater accumulation in the bottom of the box.
- Used motor oil and anti-freeze containers are opened and then poured into the appropriate 500-gal tank. The 500-gal tanks are located within cemented secondary containment areas which have signs with the appropriate wording “Used Oil” or “Used Anti-freeze”, depending on the containment area. Empty containers are then placed in the 20-yard container box for disposal.
- Used oil filters are placed in a 55-gal drum located in the secondary containment area with the anti-freeze tank.
- The 20-yard container box is picked up and taken to the landfill for disposal prior to the next opening of the facility.

County personnel conduct the collection, storage, and document preparation of the hazardous wastes collected at the facility. Records are kept on wastes brought in, and these records contain information on the types, quantities and weight, their origin, and the operator handling the waste. See Appendix – Figures 6, 7 & 10.

If bulking of wastes is required, contractor personnel will accomplish these tasks on the date of pick-up. For both lab pack and bulk packaging, all containers used will be 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 boxes.

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. Copies of all forms received from contractor, for each pick-up, are retained in the Administration Office located at the Ann Street Landfill. The HHW Collection Facility's NC (HHW) Generator Identification Number (ID) NCPH0269201 shall be used to ship wastes off site for recycling, treatment, and/or disposal.

If hazardous waste is left at the HHW Collection Facility outside of normal operating hours, a Solid Waste Environmental Enforcement Inspector will take waste into the receiving/unloading area, segregate, label, weigh, complete a Material Inventory Sheet and place waste in the appropriate building or tank. If waste is unacceptable, appropriate measures will be taken to ensure safe storage or disposal of the waste.

ACCUMULATION TIME

The storage buildings at the HHW Collection Facility are designed to accommodate temporary accumulation of several classes of hazardous materials brought in from households. In accordance with state requirements for temporary storage, the date the waste was brought in is clearly marked and visible on each container. See Appendix – Figure 7. Additionally, a complete inventory log of materials is kept on-site for each building or area containing hazardous waste. See Appendix – Figure 10. Furthermore, while being stored on-site, all containers are clearly labeled 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 is scheduled as necessary to minimize expense to the local government while still complying with applicable regulations and safety considerations. Wastes are not stored longer than 180 days, with a pick-up normally scheduled at least once per quarter to remain in compliance with permit.

PROVISIONS FOR IGNITABLE, REACTIVE, OR INCOMPATIBLE WASTES

County and contractor personnel use special precautions to protect ignitable or reactive wastes from sources of ignition or reaction. These wastes are separated from other wastes being stored in the HHW Collection Facility. Any ignitable or reactive wastes are 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 are of a non-sparking type. Maintenance activities such as welding or cutting, which potentially could generate sparks or open flame, is allowed only by special permission of the Cumberland County Solid Waste Management Director. 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 prohibits smoking or open flame within or near the storage building. "No Smoking" signs are placed at the entrance to unloading and storage areas and are conspicuously placed wherever there is a direct hazard from ignitable or reactive wastes. Areas in which ignitable materials are stored require the use of explosion-proof equipment. Proper grounding is maintained in order to dissipate any accumulation of static charges generated by the movement of hazardous liquids in pouring or bulking operations by the contractor.

Regarding incompatible wastes, the following special provisions apply:

- incompatible wastes will not be placed in the same container;
- hazardous wastes will only be placed in new, unused containers or in containers cleaned and reconditioned by a licensed manufacturer (and labeled as such);
- a storage container holding a hazardous waste that is Incompatible with any waste or other materials stored in close proximity is separated from them by containment structures 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:

- generate extreme heat or pressure, fire or explosion, or violent reaction;
- produce uncontrolled toxic mists, fumes, dusts, or gases in sufficient quantities to threaten human health;
- produce uncontrolled flammable fumes or gases in sufficient quantities to pose a risk of fire or explosion;
- damage the structural integrity of the device or facility containing the wastes; or
- 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.

USE AND MANAGEMENT OF CONTAINERS

County personnel preparing wastes for storage use containers that are compatible with the wastes, so that containment ability is not impaired. All containers holding accumulated HHW are checked when the facility is open to ensure that they haven't been stored more than 180 days and also to ensure their integrity. These inspections, conducted by county personnel, are used to detect any leaks or deterioration caused by corrosion or other factors. Results of these inspections are recorded and filed at the HHW Collection Facility. See Appendix – Figures 8 & 9. If a container holding hazardous waste is found to be in poor condition or if it begins to leak, county personnel will transfer the wastes from the defective container to one that is in good condition.

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

Unobstructed aisle space is maintained, at all times, to allow movement of personnel, containers, and emergency equipment within the storage buildings.

RECYCLING OF WASTE

HHW collected at this facility is recycled or treated whenever economically practical. The following wastes are collected for recycling or BTU recovery: motor oil and other automotive fluids, lead-acid/nickel-cadmium/lithium/dry-cell batteries, latex paint, fuels and solvents.

TRANSPORTATION AND DISPOSAL

When the transportation and disposal contractor arrives at the HHW collection facility for a scheduled pickup, the contractor ensures that all containers are properly packaged, labeled, documented, and manifested. Contractor personnel load the containers onto a contractor vehicle and transport them to a licensed facility for final treatment, recycling, or disposal. Waste Disposal Manifests are on file in the Administration Office located at the Ann Street Landfill.

REPORTING AND DOCUMENTATION

Thorough records are maintained at the facility to ensure the accurate tracking of hazardous materials from the generator to final disposal sites. Additional records 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.

An annual report on household hazardous waste collected, disposed of, and recycled is sent to NCDENR and a copy is kept in the Administration Office located at the Ann Street Landfill.

Reports of inspections are kept on-site.

POLICY FOR DEALING WITH UNACCEPTABLE WASTE

Radioactive Waste – Smoke detectors are the most likely household waste to contain radioactivity. Residents are advised to mail the used smoke detector back to the manufacturers if they are still in business. If the company is no longer in business, then the Nuclear Regulatory Commission recommends landfilling the smoke detector in a municipal solid waste landfill. Other household wastes are unlikely to have any measurable radioactivity except static eliminators from record players which have a very short life. The Radiation Protection Office of the University of North Carolina recommends landfilling these when they become unusable.

Explosives/Flares/Ammunition/Fireworks – If explosives are brought to the facility, the first step is to immediately assess the possible danger and close the site if necessary until these materials are removed. Cumberland County Sheriff's Office will handle any flares, fireworks, or small arms ammunition brought in. For any military type explosives, the Sheriff's Office is contacted and they will call the Explosives Division at Fort Bragg..

Infectious Waste – The HHW Collection Facility does not accept any medical waste. Residents are instructed to take sharps, placed in rigid plastic containers, to the Ann Street landfill operations area where they are placed into a barrel, which when full is buried in the landfill.

Gas Cylinders – Residents are instructed to return the cylinders to place of purchase or if empty, take them to the Ann Street Landfill for recycling.

Polychlorinated Biphenyls (PCBs) – PCBs as defined in 40 CFR 761 are not accepted at the HHW Collection Facility.

CONTINGENCY PLAN

RESPONSIBLE AGENCY

Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301
910-321-6929

FACILITY ADDRESS

Cumberland County Household Hazardous Waste Collection Facility
923 Wilkes Road
Fayetteville, NC 28306
910-433-0978

EMERGENCY COORDINATORS (LISTED IN THE ORDER THEY SHOULD BE CONTACTED)

Primary Contact:

Karen S Hall
Administrative Program Officer
2925 Lake Upchurch Dr
Parkton, NC 28371
910-321-6929 – work phone
910-308-6380 – work cell
910-257-7213 – cell

Secondary Contact:

Robert (Bobby) L Howard
Director
3205 Davidson Dr
Fayetteville, NC 28306
910-321-6929 – work phone
910-624-9167 – work cell
910-424-6046 – home

Additional Contacts:

Janice Daniel, Safety Officer
4033 Welmont Dr
Fayetteville, NC 28304
910-321-6914 – work phone
910-977-5392 – cell
910-424-5143 – home

PURPOSE AND IMPLEMENTATION

This plan is used for preplanning of potential emergencies such as spills, fires, explosions and natural disasters. It is not anticipated that an emergency situation will occur. However, preplanning is important to minimize the effects of an emergency during the handling of hazardous materials.

The provisions of this plan will be carried out immediately whenever there is an emergency at the HHW Collection Facility. A site map is provided at Appendix – Figure 1. County personnel have made arrangements to familiarize local authorities with all pertinent aspects of the facility and its

operations. In Cumberland County, primary emergency authority is assigned to Cumberland County Emergency Management, with other agencies in supporting roles. The responsible agency will therefore work with the Emergency Management office to ensure that local fire department, county Sheriff's Office, Cape Fear Valley Medical Center, and other appropriate emergency agencies are provided with a copy of the Cumberland County HHW Contingency and Operational Plans. A copy of the Contingency Plan is available for site personnel in the facility office.

FACILITY STAFFING AND EMERGENCY RESPONSIBILITIES

The Cumberland County HHW Collection Facility is operated by county personnel and a private company is contracted for the bulking, over-packing, transportation, and disposal/recycling of materials. See Appendix – Figure 3. County personnel receive appropriate training prior to undertaking related tasks. In the event of an emergency, all personnel who are available would participate in the response.

CONTINGENCY PLAN REVISIONS

The contingency plan will be revised whenever:

- the plan fails in an emergency;
- there are significant changes in facility design, construction, operation, or maintenance;
- the list of emergency contacts is changed; or
- the list of emergency equipment is changed.

EMERGENCY RESPONSE MATERIALS AND EQUIPMENT

A variety of emergency response materials and equipment is kept at the facility. These materials include some or all of the following, as deemed necessary by the Administrative Program Officer and Emergency Management personnel for this facility: spill control equipment (described in a subsequent section), decontamination solutions, fire extinguishers, personnel protective equipment, emergency eyewash station, and first aid kit. Fire extinguishers are located in all site buildings except for the flammable building which is equipped with a fire suppression system. Spill kits are located in the pesticide building. First aid kits are located in the unloading and office areas. Appendix – Figure 4 presents locations where emergency response materials and equipment are stored.

DESIGNATION OF EMERGENCY COORDINATOR

When the HHW Collection Facility is open county personnel have the responsibility of notifying 9-1-1, Emergency Management and the Administrative Program Officer in the event of an emergency. The Administrative Program Officer is familiar with all aspects of the facility's Contingency Plan, all operations and activities at the facility, characteristics of wastes handled, location of all facility records, and facility layout. In addition, this person has the authority to commit the resources needed to implement the Contingency Plan.

SPILL RESPONSE EQUIPMENT AND PROCEDURES

Normal spill prevention techniques will be used at the facility and standard spill control equipment is available. This equipment includes some or all of the following: bulk absorbents such as oil-dry, absorbent booms or pillows, containers for contaminated absorbent, decontamination products and non-sparking tools. The Fayetteville Fire/Emergency Management Department Hazardous Material Team is currently assigned to Fire Station 1 at 607 Person Street and will be contacted thru 9-1-1 in the event of a major spill.

INCIDENT PROCEDURES

In the event that an incident occurs, the following procedures will be used:

- The individual who notices the hazard incident will alert other personnel by voice.
- All personnel will stop work and secure their areas of responsibility.
- Residents in the area at the time of an incident will be evacuated.
- If the incident is a small spill, county personnel will don appropriate PPE and take the appropriate steps for cleaning up the spill. If the incident is a small fire, county personnel will don appropriate PPE and use site fire extinguishers to put the fire out or soil to smother the fire. Under no circumstances will water be used on a fire involving flammable liquid as this can worsen the situation as the water spray may cause spattering or allow the liquid to spread.
- If the spill or fire cannot be contained or put out, one on-site operator will call 9-1-1 and the other on-site operator will evacuate the area.
- Once assembled at the designated area in the event of an incident, the on-site operator that called 9-1-1 will notify Emergency Management. The other operator will notify the Administrative Program Officer. When making these calls the on-site operators will provide the type of incident, name and quantities of materials involved, extent of injuries if any, and possible hazards to human health and the environment.
- Personnel will secure the area and await emergency responders.
- If it is determined that a significant amount of waste escaped from the facility's secondary containment structures, soil and or surface-water samples will be collected to determine the extent of contamination. A remedial action plan will be developed and submitted to the appropriate agency as necessary. All potentially contaminated cleanup materials will be properly disposed of.
- Once the incident is contained and cleaned up, any equipment used will be decontaminated, inspected, and put back in service when returned to an acceptable condition.
- 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, either the County's Emergency Management Department, the Sheriff's Office, or the local NC SWS Solid Waste Environmental Specialist, that the facility is once again functional.
- The responsible agency will make a report of the incident in the operating record and will also notify NCDENR's Division of Waste Management within 24 hours. A written report will be filed with the Division within 15 days and will include:

- Name, address, and telephone number of the facility operator,
- Date, time, and type of incident,
- Name and quantity of each type of HHW involved,
- The extent of injuries and property damages, if any,
- An assessment of actual or potential hazardous to human health or the environment, when applicable,
- Estimated quantity and disposition of recovered HHW resulting from the incident, and
- Measures and actions taken to avoid or prevent repeating a similar incident again in the future.

EVACUATION PLANS

Whenever there is an emergency incident at the facility the on-site operator will implement the Contingency Plan and:

- All personnel will evacuate the facility as quickly as possible through the exit and proceed directly to a designated assembly area at a safe distance from the facility. All on-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 re-enter the facility unless specifically authorized by Emergency Management. Normally, the only persons allowed to re-enter will be the emergency response personnel. The designated assembly area is shown on the emergency evacuation map provided at Appendix – Figure 5.
- After the emergency is over, re-entry will not be allowed until the County's Emergency Management Department has determined that the facility is safe and has given appropriate notification to personnel.

HOSPITAL

The closest hospital to the facility is Cape Fear Valley Medical Center and is located at 1638 Owen Drive, Fayetteville, NC. Directions and contact information for the hospital are summarized below.

- Turn right when leaving the site onto Wilkes Road
- Drive 1.3 miles and turn right onto Owen Drive
- Arrive at hospital on left in 2.8 miles.
 - Total Distance: 4.3 miles
 - Estimated Drive Time: 11 minutes
- Contact Number: 910-615-4000

The route from the facility to the hospital is provided at Appendix – Figure 5.

CLOSURE PLAN

PURPOSE AND IMPLEMENTATION

Once it is determined that a Permanent Household Hazardous Waste Collection Facility is no longer needed for the residents of Cumberland County the facility will be closed.

Cumberland County Solid Waste Management will inform NC SWS of its decision to close the HHW Collection facility in writing, 30 days prior to starting the planned closure activities. This notification will provide a detailed schedule of each closure activity and will include a final closure date so a site inspection can be made by a NC SWS representative to determine compliance with closure procedures.

All containers of hazardous waste will be picked-up by a certified Hazardous Waste Contractor, any remaining equipment, structures, or buildings containing household hazardous waste residue will be decontaminated or removed. Any waste or material that is decontaminated or removed shall be disposed of in accordance with current regulations.

APPENDIX

Figure 1 – Site Map

Figure 2 – Deed

Figure 3 – Current Contract

Figure 4 – Structural Map

Figure 5 – Evacuation Plan

Figure 6 – Material Inventory Sheet

Figure 7 – HHW Label

Figure 8 – HHW Check Sheet

Figure 9 – HHW Inspection Log

Figure 10 – Inventory Sheet



Note:
 Both the Waste Oil and Antifreeze Storage Tanks
 have secondary containment around them.

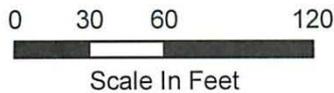


Figure 1
 Cumberland County
 Hazardous Household Waste Facility
 Site Map

25643

SK3805FG0514

NORTH CAROLINA
Cumberland COUNTY
TAX LOT NO. _____

I. D. NO. U-508-CA
STATE HIGHWAY PROJECT 8-T440508
P. A. PROJECT MANF-0005(1)
PARCEL 92 JUN 15 9PM 4:30

088656

THIS FEE SIMPLE DEED, made and entered into this the 8 day of JUNE, 1992, by and between COUNTY OF CUMBERLAND, a body politic and corporate in State of North Carolina (Cumberland County Redevelopment and Properties)

hereinafter referred to as the GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT:

W I T N E S S E T H:

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 1.00 agreed to be paid by the DEPARTMENT TO THE GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (subject to any provisions relating to abutters' rights of access which may be hereinafter stated) the right of way located in Pearce's Mill Township, Cumberland County, North Carolina, which is particularly described as follows:

Beginning at a point located on the division property line of the W. Gregg Sutton Estate and the undersigned, said point being 130.6 feet westerly of and normal to survey line L; thence northeasterly along and with the division property line of W. Gregg Sutton Estate and the undersigned, to a point located 125' easterly of and normal to survey line L; thence southerly along a curved line, at all points 125' easterly of and normal to survey line L to a point located 125' easterly of and normal to survey station 124 + 60.09, survey line L; thence southerly in a straight line to a point located 125' easterly of and normal to survey station 127 + 50, survey line L; thence easterly in a straight line along and with the proposed northern right of way boundary of the project to a point located 45' northerly of and normal to survey station 16 + 00, survey line Y-10 Rev.; thence easterly in a straight line to a point located 30' northerly of and normal to survey station 15 + 50, survey line Y-10 Rev.; thence southerly in a straight line to Survey Station 15 + 50, survey line Y-10 Rev.; thence southwesterly along and with survey line Y-10 Rev. to survey station 33 + 50, survey line Y-10 Rev.; thence northerly in a straight line to a point located 30' northerly of and normal to survey station 33 + 50, survey line Y-10 Rev.; thence northerly in a straight line to a point located 90' northerly of and normal to survey station 33 + 50, survey line Y-10 Rev.; thence northeasterly in a straight line to a point located 130' northerly of and normal to survey station 26 + 00, survey line Y-10 Rev.; thence easterly in a straight line to a point located 125' westerly of and normal to survey station 127 + 60.09, survey line L; thence northerly in a straight line to a point located 125' westerly of and normal to survey station 124 + 60.09, survey line L; thence northwesterly in a straight line to the point of beginning.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Cumberland County Registry in Deed Book 3056, Page 667

The final right of way plans showing the above-described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description.

TO HAVE AND TO HOLD the aforesaid right of way and all privileges and appurtenances thereunto belonging to the DEPARTMENT in FEE SIMPLE.

This deed is subject to the following provisions only:
The undersigned owners further request that the Department of Transportation enter upon our lands outside of the hereinabove described right of way to the extent as is necessary to reconnect our driveway and we will have no claim as a result of the reconnection of said driveway.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 8-T440508, Cumberland County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina, and to be recorded in the Register of Deeds Office of Cumberland County pursuant to N.C.G.S. 136-19.4.

R/W D-1.2
Page 1
November 1982

DRAWN BY

Eric Ray

CHECKED BY

J.P. Hodges

204

No RE

Figure 2

EX 3806-00615

PROJECT 8.T440508 PARCEL 29

The access as provided is more particularly described as follows:

By means of a local traffic road which is designated as Secondary Road 1007. (Wilkes Road) which is located right of and between Survey Station 15 + 50 and Survey Station 33 + 50 on survey line Y-10 Rev.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' right of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutter's rights of access in order to protect and safeguard the traveling public.

The GRANTORS by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect their property have been fully explained to them or their authorized representative.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

(Corporate Name)
By: _____

President
ATTEST: _____

Secretary

(Corporate Seal)

COUNTY OF CUMBERLAND, a Body Politic and
Corporate of the State of North Carolina

(SEAL)
BY: Billy R. King _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
BILLY R. KING _____
(SEAL)
ATTEST: Marsha Fogle _____
CLERK TO THE BOARD
MARSHA FOGLE _____
(SEAL)

(SEAL)

NORTH CAROLINA, Cumberland COUNTY

Notary Public of the County and State aforesaid, certify that Billy R. King

GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 8th day of April, 1992.

My Commission expires: 4-28-93

Blaine J. Bowser
Notary Public

NORTH CAROLINA, _____ COUNTY

I, a Notary Public of the County and State aforesaid certify that _____ personally came before me this day and acknowledged that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this the _____ day of _____, 19____.

My Commission expires: _____

Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly recorded on the _____ day of _____, 19____, in Book _____, Page _____ at _____ o'clock _____ M.

REGISTER OF DEEDS FOR _____ COUNTY

BY _____ Deputy/Assistant - Register of Deeds

STATE OF North Carolina BK3806PG0616
COUNTY OF Cumberland

I, Elaine J. Bowser, a Notary Public of Cumberland County, North Carolina, do hereby certify that Marshe Feyle personally came before me this day and acknowledged that she/he is the Clerk of the Board of County Commissioners of Cumberland County, a body politic and corporate; that the seal affixed to the foregoing instrument in writing is the corporate seal of said County and was affixed by her/him; that the said instrument was signed in the name of Cumberland County by Billy R. King, Chairman of the Board of County Commissioners of said County and attested by said Marshe Feyle, as Clerk of the said Board and that the said instrument is the act and deed of Cumberland County.

Witness my hand this the 8th day of April, 1992.



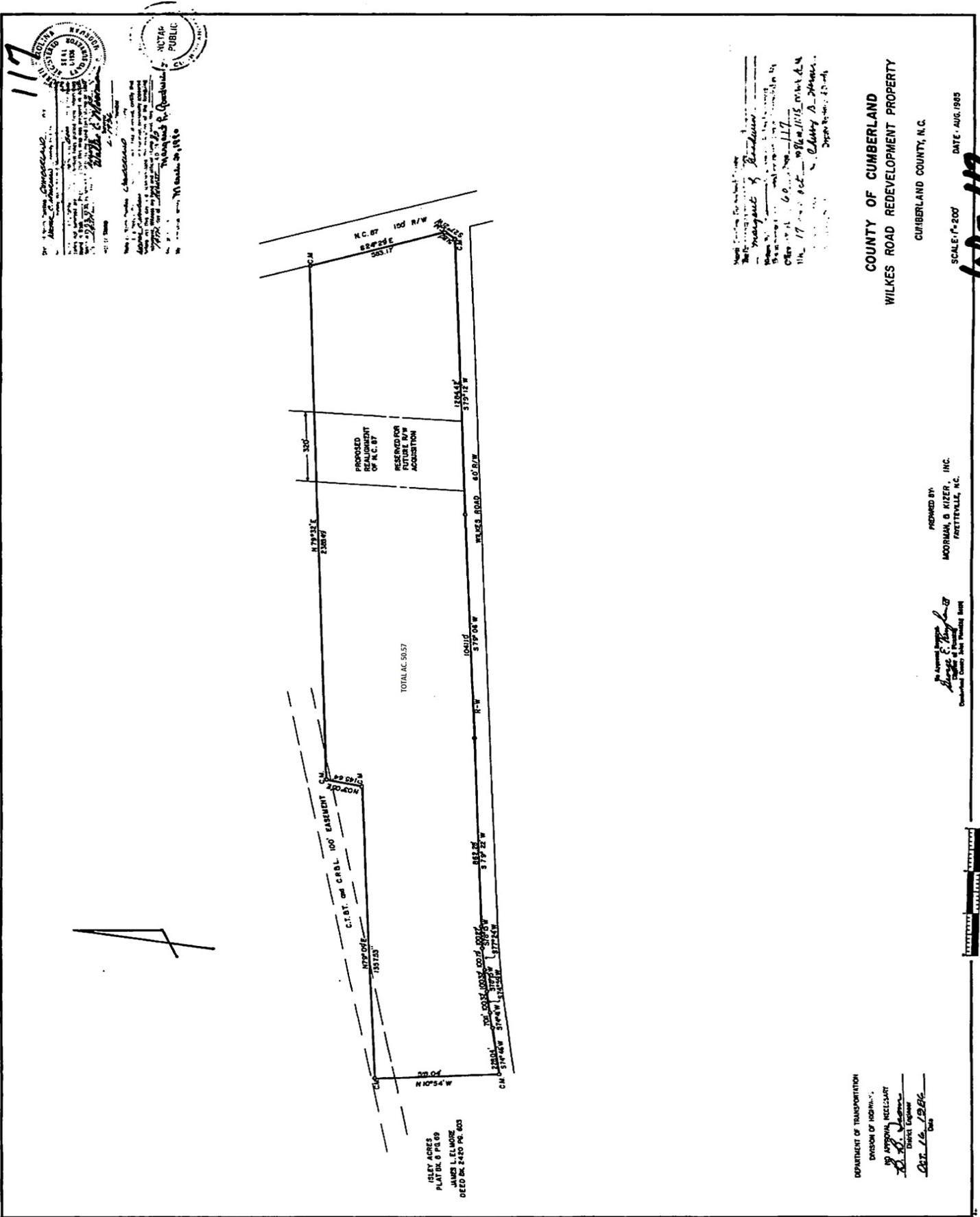
My commission expires: 4-28-93
4-28-93

Elaine J. Bowser
Notary Public

The foregoing Certificate(s) of Elaine J. Bowser

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

George E. Tatum REGISTER OF DEEDS FOR Cumberland COUNTY.
By James S. Flanagan Deputy/Assistant - Register of Deeds
NO REVENUE



117
 The following is a true and correct copy of the original plat as recorded in the records of Cumberland County, North Carolina, on the 17th day of October, 1986, at 10:00 A.M. by Clerk A. Johnson.

COUNTY OF CUMBERLAND
 WILKES ROAD REDEVELOPMENT PROPERTY
 CUMBERLAND COUNTY, N.C.

SCALE 1"=200' DATE - AUG. 1985

60-117

PREPARED BY
 MOORMAN & KIZER, INC.
 FAYETTEVILLE, N.C.

Surveyed by
 James E. Taylor
 Cumberland County, North Carolina

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 NO APPROVAL NECESSARY
 OCT 16 1986
 Date

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICES AGREEMENT

This Agreement, made this 14th day of July, 2012, by and between Tradebe Treatment and Recycling, LLC, hereinafter referred to as CONTRACTOR; and County of Cumberland, a body politic and subdivision of the State of North Carolina, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, the COUNTY needs professional services for the packaging, labeling, classification of and transportation services for Household Hazardous Waste and that the COUNTY cannot perform these service for itself; and

WHEREAS, the CONTRACTOR maintains it is uniquely qualified to provide the COUNTY packaging, labeling, classification of and transportation of Household Hazardous Waste services with respect to which COUNTY cannot perform the service for itself; and

WHEREAS, the CONTRACTOR has represented that it can provide qualified packaging, labeling, classification and transportation services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the 2013 COUNTY budget for the performance of said services.

NOW THEREFORE, the parties agree as follows:

1. **TERM OF THE AGREEMENT:** The term of this Agreement shall be from JULY 1, 2012 through JUNE 30, 2015, unless sooner terminated. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY the CONTRACTOR shall have failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the County.
2. **SERVICES:** At a date and time to be specified in writing at least two weeks in advance by the COUNTY, CONTRACTOR shall have present at the following location 943 Wilkes Road, Fayetteville, NC (the "Site") an employee or agent of CONTRACTOR (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Wastes") as defined by state and federal laws and regulations, and such personnel, equipment and materials as are necessary to handle, containerize, label, load and transport said wastes for disposal in a manner which conforms to state and federal laws and regulations. One employee of COUNTY shall be at Site on day of pick-up and shall remain on-site while CONTRACTOR is handling, containerizing, labeling, and loading Wastes.

3. **PRICE:** The services shall not exceed a cost of \$35,000. The price for servicing the waste shall be set forth in Exhibit 1 (Rate Schedule). **CONTRACTOR** reserves the right to assess a nonconforming waste service charge for any waste it determines to be nonconforming waste.
4. **PAYMENT:** The **COUNTY** shall pay the **CONTRACTOR** within 30 days from receipt of an accurate invoice for services. The **COUNTY** agrees to pay the **CONTRACTOR** for its services in accordance with the price and terms of payment set forth in Exhibit 1.
5. **BENEFIT:** This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.
6. **ASSIGNMENT:** The **CONTRACTOR** shall not assign its contract rights under this Agreement or nor any part thereof, nor delegate any performance hereunder, nor subcontract, without first obtaining the **COUNTY'S** written approval thereof.
7. **COMPLIANCE WITH LAW:** **CONTRACTOR** agrees that the performance of this Agreement is and shall be subject to and comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of all applicable governments and all subdivisions or agencies thereof which now govern or may hereafter govern any performance contemplated by this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.
8. **AGENCY AND AUTHORITY:** The **COUNTY** hereby designates the Solid Waste Department Director as its exclusive agent with respect to this Agreement. The Director is authorized, on behalf of the **COUNTY**, to negotiate directly with the **CONTRACTOR** on all matters pertaining to this Agreement. The **CONTRACTOR** agrees that all of its dealings with the **COUNTY** regarding this Agreement shall be exclusively with the Director. Further, the **CONTRACTOR** specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except pursuant to Paragraph 13.
9. **REMEDIES:** If either party shall be in material breach with respect to any performance hereunder, the same shall constitute a default hereunder. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party shall be exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise any may be enforced concurrently or from time to time.

10. **APPLICABLE LAW:** This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof, and the parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement and that venue shall be exclusively in Cumberland County, North Carolina.
11. **NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail to the other party at the following address or to such other address as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

CONTRACTOR:

Tradebe Treatment and Recycling, LLC
1301 W. 22nd Street
Suite 500
Oakbrook, IL 60523
ATTN: General Counsel

COUNTY:

Robert Howard
Director
Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, N.C. 28301-8106

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

COUNTY shall give written notice to CONTRACTOR of any claim for indemnification under Section 15 within fifteen (15) days following COUNTY'S first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, and determination by CONTRACTOR that COUNTY has a valid claim for indemnification, CONTRACTOR shall have the right to retain counsel to defend, negotiate, adjust, and/or settle any such claim against COUNTY. CONTRACTOR has no obligation to indemnify COUNTY when COUNTY does not provide timely notice of a claim allowing CONTRACTOR the timely opportunity to defend, negotiate, adjust, and/or settle the claim.

12. **SEVERABILITY:** Should any term, duty, obligation or provision of this Agreement be found invalid or unenforceable, such finding shall in no way affect the validity of the other terms, duties, obligations, and provisions, which shall be and remain valid and enforceable and in full force and effect.
13. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
14. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to

determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

15. **INDEMNITY:** CONTRACTOR agrees to defend and indemnify the COUNTY and its officers, agents, and employees against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities, or losses of any kind or nature whatsoever resulting from or arising out of injury to any person or damage to any property caused, negligently by the CONTRACTOR in performing its obligations under this Agreement.
16. CONTRACTOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any agreement for or in behalf of the COUNTY. The parties agree that the relationship of CONTRACTOR with the COUNTY is that of an "independent contractor", as that term is defined by the law of the State of North Carolina, and that neither CONTRACTOR nor any employees or agents of CONTRACTOR are "common law employees" of the COUNTY, as that term is defined and that status is treated by the Internal Revenue Service.
17. **INSURANCE:** CONTRACTOR shall procure and maintain, at its expense during the term of this agreement the insurance as required and in accordance with COUNTY'S requirements.
18. **TITLE TO WASTE:**
 - A. Title to and risk of loss, with respect to the Waste, shall pass from the COUNTY to the CONTRACTOR facility or a disposal facility chosen by CONTRACTOR at such time as the loading operation of Waste onto vehicles provided by CONTRACTOR meets the Waste Description applicable thereto, and the Waste is properly packaged, coded, marked and labeled, and the Waste is signed for and has left the COUNTY'S facility.
 - B. A justified revocation of acceptance by CONTRACTOR revests title to COUNTY, including risk of loss and all other incidents of ownership, at the time such revocation of acceptance is communicated to COUNTY.
 - C. CONTRACTOR shall be deemed to be the "generator" of all Wastes accepted by CONTRACTOR at the Site.
19. **NONCONFORMING WASTE:** Waste shall be considered Nonconforming Waste if it fails to meet the Waste Description applicable thereto in any material respect. CONTRACTOR may have a sample or samples of such Waste analyzed by a qualified, reputable, independent chemical laboratory acceptable to both parties. If chemical analysis shows that the particular Waste in question has the chemical composition as described in the Waste Description, then CONTRACTOR will pay

the expense of the independent laboratory in performing the chemical analysis. If the chemical analysis shows that the chemical composition of the Waste is not as described in the Waste Description, then COUNTY will pay the expense of analysis by the independent laboratory and any Nonconforming Waste, and CONTRACTOR may reject or revoke the acceptance of the Nonconforming Waste. The rejection or revocation of acceptance shall be effective immediately upon receipt of notice, verbal or written, to COUNTY or its agent. COUNTY and CONTRACTOR shall have seven (7) days to seek an alternative lawful manner of disposition of the Nonconforming Waste, unless it is necessary by reason of law or under CONTRACTOR'S facility permit or operating procedure to move the Nonconforming Waste in less than seven (7) days. If COUNTY and CONTRACTOR can not arrange for an alternative lawful manner of disposition within said seven (7) days or, if applicable, within a shorter period, CONTRACTOR shall return the Nonconforming Waste to COUNTY, and COUNTY shall accept it. COUNTY shall pay CONTRACTOR its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for Nonconforming Waste, including necessary analytical work, repair, replacement, decontamination and cleaning of equipment, plus those charges which may be assessed pursuant to Section 15 above.

If the Waste is discovered to be Nonconforming Waste, CONTRACTOR shall use due care while such Waste is in its possession and shall be responsible only for its employees', Agents', subcontractors', or invitees' negligence or intentional misuse with respect to such Waste.

20. COUNTY WARRANTIES:

- A. COUNTY is in compliance with all laws governing the generators of such Waste;
- B. The Waste tendered or delivered to CONTRACTOR will meet the Waste Description applicable thereto;
- C. Containers shall be in conformance with any and all applicable DOT, EPA, TSCA, and RCRA regulations and the provisions of all other applicable laws, rules, regulations, and orders, or with any additional requirements CONTRACTOR may have with respect to containers, provided CONTRACTOR supplies COUNTY with a written copy of such additional requirements;
- D. COUNTY holds clear title to all Waste to be transferred hereunder and is under no legal restraint or order which would prohibit transfer of possession or title to such Waste to CONTRACTOR or prohibit the Servicing of such Waste by CONTRACTOR.
- E. If regulations promulgated or revised under Section 3001 of the Resource Conservation and Recovery Act of 1976 (PL. 94-580), as amended ("RCRA"), identify the Waste as "hazardous waste", either by

characteristics or listing, COUNTY, prior to tendering any Waste to CONTRACTOR, has filed or will file with the appropriate governmental agency any and all notifications required by Section 3010 of the above act, and;

- F. COUNTY will cooperate and/or assist CONTRACTOR, as requested, with its defense, negotiation, adjustment and/or settlement of a third party claim.
- G. COUNTY grants CONTRACTOR the absolute right to reject any Wastes delivered to the Site.

21. CONTRACTOR WARRANTIES: CONTRACTOR shall possess on the day of collection:

- A. A valid Environmental Protection Agency identification number for generation and transportation of hazardous wastes;
- B. A valid state transporter's license for transportation of hazardous and acutely hazardous wastes;
- C. A vehicle identification device for each vehicle used by CONTRACTOR to transport Waste from the Site;
- D. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier;
- E. Liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance; and
- F. All other state and federal permits and licenses necessary to legally transport Wastes in interstate commerce.
- G. CONTRACTOR understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Wastes. CONTRACTOR further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods.

22. EXCUSE OF PERFORMANCE: COUNTY'S obligation to deliver and CONTRACTOR'S obligation to accept for Servicing any Waste pursuant to confirmed acceptance of a specification of desired Services, may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of governmental permits or other required licenses or approvals; breakage or failure of machinery or apparatus; national defense requirements or any other event beyond the reasonable control of such party; labor trouble, strike, lockout or injunction (provided that neither party

such party; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event prevents the delivery, transportation, acceptance, treatment, incineration, recycling or disposal of the Waste.

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

COUNTY OF CUMBERLAND

ATTEST

BY: *Archie D. H.*
Clerk



BY: *James E. Martin*
JAMES MARTIN
COUNTY MANAGER

ATTEST

BY: *[Signature]*

(Official Seal of Corporation)

BY: *[Signature]*

Sergio Nusimovich
President

This instrument has been
pre-audited in the manner
required by the Local
Government Budget and Fiscal
Control Act.

BY: *Amy Cannon*

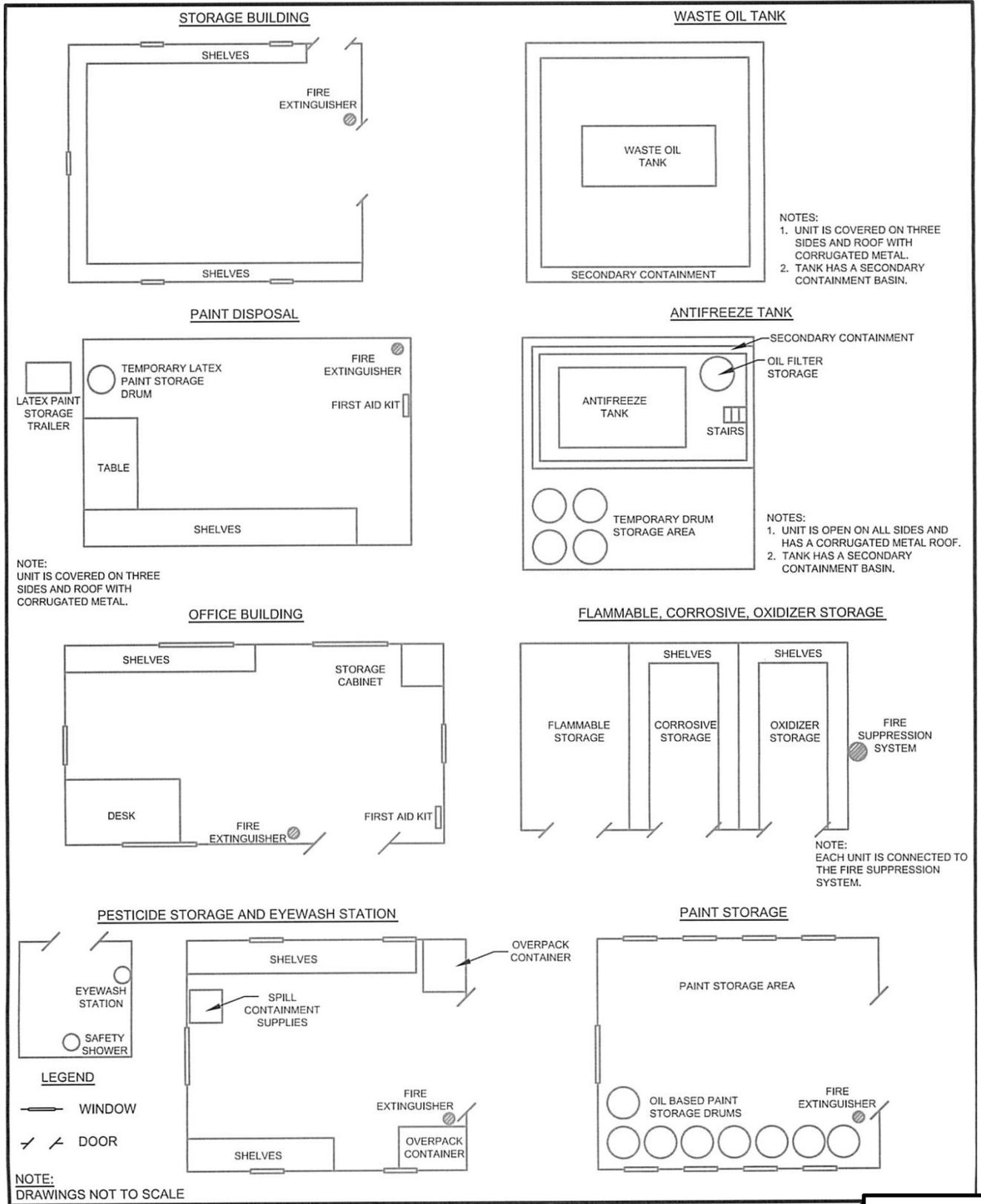
AMY CANNON
County Finance Director

Approved for Legal Sufficiency

BY: *R. Monforte*

County Attorney's Office

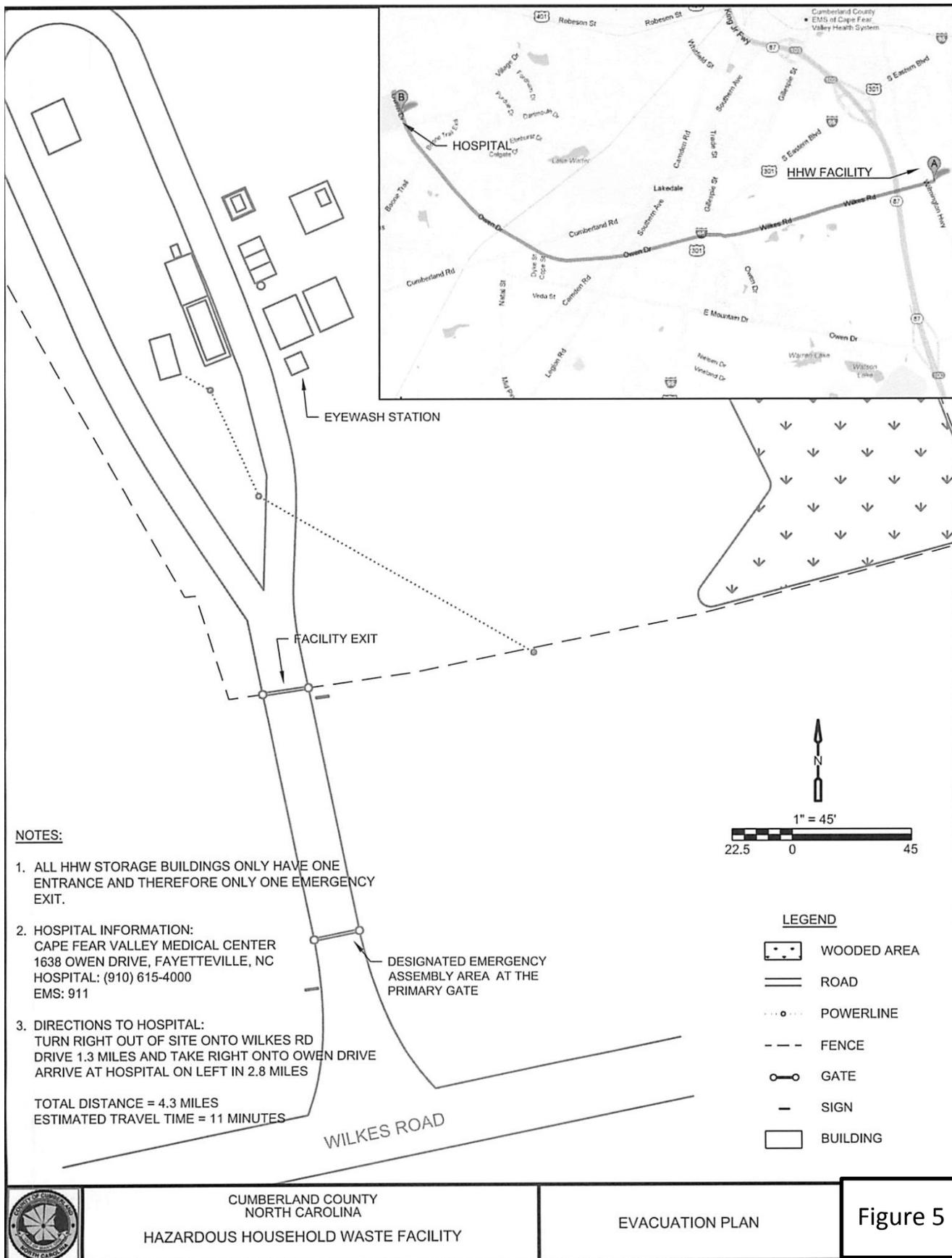
(XX) Renewable
() Non-Renewable



CUMBERLAND COUNTY
 NORTH CAROLINA
 HAZARDOUS HOUSEHOLD WASTE FACILITY

FACILITY STRUCTURE DETAIL

Figure 4



Material Inventory Sheet

Name: _____

Date: _____ Inspector Initials: _____

Address: _____

Material Placed in: Shed 1, Shed 2, Shed 3,
 Paint Shed, Pesticide Shed, Antifreeze Drum,
 Oil Drum, Cooking Oil Drum

Phone #: _____ Municipality: _____ Tag #: _____

For Inspector Use Only				
Material Description	Hazard Category ¹	Material Form ²	# Containers	Weight
Aerosol Cans (air freshener, compressed air, wd-40, btry ctnr, etc.)	F			
Antifreeze	P	L		
Batteries, Household (Size: _____)	A	S		
Batteries, Vehicle	A	S		
Chemicals, Hobby (craft, photography, lab sets, etc.)	F	A/L/S		
Chemicals, Pool	P	L/S		
Cleaners (furniture, spot remover, etc.)	F	A/L/S		
Contaminated, Antifreeze, Motor Oil, Etc.	F/P/N	L		
Cooking Oil	N	L		
Corrosives (ammonia, battery acid, copper ctnr, drain ctnr, hshld ctnr, etc.)	V	A/L/S		
Flammables (gasoline, kerosene, fuel additives, brake cleaner, etc.)	F	L		
Mercury (thermometer, thermostat, etc.)	P	L		
Oil, Motor	N	L		
Oil, Motor Filter	N	S		
Oxidizer (bleach, drain, oven, toilet bowl, peroxide, etc.)	P/V	A/L/S		
Paint, Latex	N	L		
Paint, Oil	F	L		
Paint, Solvent (thinner, turpentine, furniture stripper, rust remover, etc.)	F	A/L		
Paint, Spray	F	A		
Pesticides/Herbicides (weed killer, mothballs, flea/roach powder, etc.)	P	L/S/A		
Unknown Material	U	A/L/S		

¹-Hazard Category: A=Acid, C=Combustible, F=Flammable, N=Non-regulated, O=Oxidizer, P=Poison, T=Toxic, U=Unknown, V=Corrosive

²-Material Form: A=Aerosol, L=Liquid, S=Solid/Powder

Figure 6

Sample of label placed on all containers of hazardous waste brought to the HHW Collection Facility.

Hazardous Waste

Date: _____ Initials: _____

Figure 7

HHW Check Sheet

REMINDERS

- Customers must remain in vehicle at all times.
- Write weights on Material Inventory Sheet. **Weigh everything** (oil filters [after draining], household & vehicle batteries, pesticides, anti-freeze, etc.)
- After weighing, place household batteries in appropriate pail and vehicle batteries on bottom shelf in work station area. Do not place any batteries outside the work station area.
- Wear white suits and steel toe shoes. Wear safety glasses and gloves when unloading vehicles, pouring paint/oil/anti-freeze, and placing containers in building.
- **Label everything** before placing in building.
- Place oil filters on oil drum grid, to drain. After draining, weigh the oil filters and place them in oil filter drum. Do not put air filters, cardboard, etc. in oil filter drum.
- Use .15 as the weight for mercury thermostats, thermometers, etc. and place in bucket located in pesticide building.

Check off the items as you do them. Turn sheet in, to supervisor, on following Monday.

Items to be completed	Done	Initials
• Open gate at 8:00 am		
• Check and clean eye wash building and sign sheet		
• Check location of fire extinguishers in buildings; must be right inside door on left for easy accessibility. Fire extinguisher in work station area should be by scale		
• Check fire extinguisher tags and update as needed		
• Clean scale as spills occur and before putting up at end of day		
• Clean buildings (sweep floor, empty trash cans, etc.)		
• Do not leave anything on shelves in work station area		
• Empty outside trash cans at oil container, antifreeze container and work station area as needed or at end of day		
• Sweep areas as needed or at end of day		
• Use black plastic bags to cover nearby full drums so they don't get paint on them as you are pouring up paint. Once a 55-gal drum of paint is full, spray paint it		
• Make sure scale is off and clean before putting up at end of day		
• Report full buildings/drums to supervisor		
• Make list of supplies needed and give to supervisor		
• Close gate at 4:00 pm		

 Signature

 Date

Figure 8

Cumberland County HHW Collection Facility Inspection Log

Instructions: Inspections must be done each time facility is open. If the item/area is in compliance, place a check mark in the yes column. All no findings must be fully explained in the comment area at the bottom of this form and the Environmental Enforcement Supervisor must be contacted. Inspection logs are to remain on site in the office.

Date: _____ Time: _____ Person Conducting Inspection: _____

Facility Operation, Maintenance, Material Handling, and Storage			
	Yes	No	Examples of Unsatisfactory Finding
1. Security measures (gates, fence, locks)			<i>Open gates, damaged fence, unlocked doors</i>
2. Informational sign posted and legible			<i>Damaged or illegible sign</i>
3. Fire suppression system			<i>Not properly pressurized</i>
4. Overhead motorized vents			<i>Not operating after engaging switch</i>
5. Accumulation start date on containers			<i>No date on containers</i>
6. "Hazardous Waste" on each container			<i>No marking denoting hazardous waste</i>
7. Fire extinguishers			<i>Not properly charged, blocked from access</i>
8. Telephone			<i>No dial tone, not able to dial</i>
9. Spill control equipment			<i>Oil dry, shovels, brooms,</i>
10. Decontamination solution			<i>No solution on site</i>
11. Eyewash			<i>Charged and operational</i>
12. First Aid Kit			<i>Adequate supplies</i>
13. Personal Protective Clothing			<i>No PPE on site</i>
14. Copy of Permit			<i>No permit on site</i>
15. Sump pump			<i>Visible cracks or damage, does not work</i>
16. Inspection logs			<i>No inspection log on site</i>
17. Employee training file			<i>No employee training file on site</i>

Details of unsatisfactory findings:

Figure 9

Shed 3 Inventory Sheet

Date	# of cntnrs	Type of material	Put on shelf #	Initials
8/13/11	1	Gas	Floor	DR
8/13/11	3	P/Thinner Torch Fuel	#1	DR
8/13/11	2	Ignition Remove Gas	Floor	DR
8/13/11	4	Easy Heat	#20	DR
"	1	Old Gas	Floor	DR
"	1	Torch fuel	#1	DR
8/13/11	2	De Charcoal Light	#1	DR
8/13/11	1	Gas	Floor	DR
8/27/11	17	Mixed phos	#1	DR
8/27/11	3	Alcohol Gas	Floor	DR
"	1	Latex	6	KM
8/12	1	Get Paint Thinner	1	JB
8/27/11	1	Carb/Cleaner	16	
8/27/11	2	Gas	Floor	DR
8/27/11	4	Paint thinner	6	KM
8/27/11	2	Acetone	Floor	DR
8/17/11	4	Kerosene	Floor	DR
9/10/11	1	Mercury	bucket	KM
9/24/11	1	MERCURY	BUCKET	DR
9/24/11	1	Moldew Remover	#1	DR
10/8	1	DIESEL Fuel	#1	DR
"	1	P/Thinner	"	DR
10/8/11	1	Chromasystem Clear	16	KM
"	1	" " Basecoat	16	KM

Date	# of cntnrs	Type of material	Put on shelf #	Initials
10/11/11	2	Stripper	1	DR
10/22/11	1	Acetone	16	DR
"	1	Gas	Floor	DR
"	1	Gas	Floor	DR
10/22/11	1	Thinner	1	DR
11-12	6	Alcohol-Thin	6	AM
11-12	1	Mim Solut	6	DR
11-12	1	Maint. Fluid	10	DR
11-12	1	Thin	6	DR
11-12	1	Old Gas	11	AM
11-12	1	Romeo	6	DR
11-12	1	Thinner	6	DR
11-12/11	6	Thinner sprits	20	DR
11-12/11	1	Gas	FLOOR	DR
11-12/11	1	Thinner	11	DR
11-12/11	1	Thinner	6	DR
11-12/11	1	Plug Cleaners	—	KM
11-12/11	1	Thermometer	10	DR
11/28/11	5	Thinner stripper	1	DR
11/28/11	2	Thinner	1	DR
"	2	Thinner old Gas	1	DR
11/28/11	1	Muriatic Acid	1	DR
11/28/11	3	Thinner	1	DR
11/28/11	6	Thinner Gas	6	DR

SAMPLE FORM

Figure 10

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From: Chao, Ming-tai
To: ["Karen Hall"](#)
Subject: RE: Cumberland County HHW Plans
Date: Tuesday, November 27, 2012 4:06:00 PM

Hey Karen:

Hope you have a wonderful and restful holiday as well. I received the documents and will work on them tomorrow. Have a wonderful evening.

Ming Chao

From: Karen Hall [mailto:khall@co.cumberland.nc.us]
Sent: Tuesday, November 27, 2012 3:47 PM
To: Chao, Ming-tai
Subject: Cumberland County HHW Plans

Hi Ming,

Hope your holiday was enjoyable.

Attached is the revised plan and the application for HHW with Tradebe information as requested.

If additional information is needed, please contact me.

Karen Hall

Administrative Program Officer
Cumberland County Solid Waste Management
910-321-6929 (telephone)
910-308-6380 (cell)
910-321-6840 (fax)

All correspondence to and from this address may be subject to the N.C. Public Records Law and may be disclosed to third parties.