

COUNCIL ACTION FORM

SUBJECT: HOUSEHOLD HAZARDOUS MATERIALS COLLECTION

BACKGROUND:

Since 1998, the City of Ames, through the Resource Recovery System, has contracted with Metro Waste Authority (MWA) for operation of a satellite Household Hazardous Materials (HHM) collection operation. MWA owns the small building where the collected materials are received and stored for pick-up. Collected materials are then transported to MWA's facility in Bondurant, Iowa, and are safely processed in accordance with State and Federal regulations. Resource Recovery staff members receive HHM training from MWA and work with the customers when they drop-off HHM.

Several agencies across Iowa are participating in this program, which keeps costs at a reasonable level. The 2017/18 to 2020/21 contract cost was \$0.92 per capita county-wide or a total of \$80,823.84 annually. The proposed three-year contract has a new rate of \$0.94, for a total cost of \$82,580.88 for the first year. For each subsequent year of the agreement, the annual per capita fee will increase by the same percentage as the Consumer Price Index for All Urban Consumers (CPI-U).

Over the past three years, our **calendar year utilization** has been as follows:

<u>YEAR</u>	<u>CUSTOMERS</u>	<u>TOTAL WEIGHT (LBS)</u>	<u>LBS/CUSTOMER</u>	<u>\$/LBS</u>
2018	421	25,070	59.55	\$3.22
2019	448	29,826	66.58	\$2.71
2020	491	26,420	53.81	\$3.06

National data indicates that average drop-off is 20 pounds per customer and as shown, the Resource Recovery System's rate is well above that level. Over half of the material is oil-based paints or paint-related products. **Also, providing the HHM service is a requirement of the City's National Pollutant Discharge Elimination System (NPDES) stormwater permit.**

The general provisions of the three-year agreement remain the same.

ALTERNATIVES:

1. Approve the proposed 2021/22 through 2023/24 intergovernmental agreement with MWA for a satellite HHM collection and disposal operation at an annual cost of \$82,580.88, and an annual increase for subsequent years based on (CPI-U).
2. Do not approve the proposed agreement.

MANAGER'S RECOMMENDED ACTION:

It is important for the City to continue this service in order to provide an easy, proactive means for the public to dispose of hazardous materials and to have the knowledge that the materials are properly disposed of in an environmentally safe manner. In addition to providing a means for keeping these pollutants out of the environment, this service is a requirement of the City's NPDES stormwater permit.

Therefore, it is the recommendation of the City Manger that the City Council adopt Alternative No. 1, as noted above.

**Metro Waste Authority
Household Hazardous Waste
Service Agreement**

This Agreement made this first (1) day of July 2021, by and between the City of Ames, Iowa hereinafter referred to as “Customer”, and Metro Waste Authority, hereinafter referred to as “MWA”, an intergovernmental agency formed pursuant to chapter 28E of the Code of Iowa, with its principal office at 300 East Locust St., Des Moines, Iowa.

Whereas, MWA has established and operates a permanent collection center for Household Hazardous Waste, hereinafter referred to as “HHW”, currently known as the Metro Hazardous Waste Drop-off, hereinafter referred to as “MHWD,” including materials, equipment, and staff for the consolidation, temporary storage, and shipment of HHW, and

Whereas, Customer desires to establish a mobile collection program for HHW;

Therefore MWA and Customer agree to establish a mobile collection program on the following mutually agreed upon terms and conditions:

Terms

Section I Definitions

The following definitions shall apply to this Agreement:

- A. Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4(b)(1) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, household batteries, and similar materials.

Exceptions: HHW does not include laundry detergents, soaps, dish washing compounds, chlorine bleach, personal care products, personal care soaps, cosmetics, animal and human medications and pharmaceuticals.

Exclusions: HHW that will not be accepted through Mobile Collections events as a part of this agreement include Regulated Substances, latex based paint, used motor oil, lead acid batteries, ammunition, asbestos, compressed gas cylinders, explosives, fire extinguishers, or radioactive materials.

- B. Regulated Substances shall mean substances defined as “regulated substances,” “hazardous waste,” “hazardous materials,” “toxic substances,” or “pesticides” in one or more of the following: the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendment of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local or state environmental laws, or the regulations, rules and ordinances adopted and publications, standards and guidelines promulgated pursuant to the state or federal laws.
- C. Very Small Quantity Generators (VSQG), shall mean a hazardous waste generator who generates less than 1 kilogram (2.2 pounds) per month of acute hazardous waste, and never stores more than this amount on site at any time; and generates less than 100 kilograms (220 pounds) of all other hazardous waste, and never stores more than 1,000 kilograms (2,220 pounds) on site at any time and is further modified by 40 CFR 261.5 (f)(2), and (g)(2).

- D. Customer shall mean the Iowa Code Chapter 28E agency, county, solid waste agency or commission, or municipality signing this Agreement.
- E. Eligible Resident is any resident, excluding businesses, residing within the jurisdiction of the Customer.
- F. Eligible Business is any business within the jurisdiction of Customer who meets the definition of a VSQG and who complies with the necessary pre-qualifying and drop-off procedures of MWA and Customer.
- G. Exceptional Service shall mean the pick-up, drop-off, handling, disposal of HHW or other materials outside of regularly scheduled Mobile Collections event.
- H. Metro Hazardous Waste Drop-off (MHWD) shall mean MWA's permanent household hazardous waste collection center located at 1105 Prairie Dr. SW, Bondurant, IA 50035.
- I. Satellite Site shall mean a permanent manned site that is served by the MWA's Mobile Collections unit and has a Satellite Building located on site.
- J. Satellite Building shall mean a prefabricated weatherproof structure that is relocatable and provides vault-like safety, security, segregation, and secondary containment storage for hazardous materials, chemicals and waste, and is vented to prevent accumulation of flammable or explosive vapors. If a building is not one supplied by MWA it must pass local fire codes and any other requirements set by MWA.

Section II Purpose

The purpose of this Agreement is to expand the MWA's HHW collection and education program to Customer, define the type and scope of services and define the responsibilities of the parties relating to this Agreement.

Section III Effective Date

- A. Term: This Agreement shall become effective on July 1, 2021 and terminates at midnight on June 30, 2024.
- B. Renewal: This Agreement shall automatically renew for successive terms of one (1) year each, provided that this Agreement has not been terminated under Section III(C) herein or unless Customer gives Notice of Non-Renewal of Agreement no greater than sixty (60) days and no less than thirty (30) days prior to the end of the initial term or any subsequent additional one (1) year term of the Agreement. Such Notice of Non-Renewal of Agreement shall not relieve either party from those liabilities or costs already incurred pursuant to this Agreement.
- C. Termination: This Agreement may be terminated as follows:
 - 1. 1. Customer shall have the option to terminate this Agreement at any time for "Cause". "Cause" is defined as any breach by MWA of any provision or provisions of this Agreement. Customer shall exercise its option to terminate this Agreement for "Cause" under this provision providing written notice of the intent to terminate this Agreement setting forth therein the reason or reasons for such termination. MWA shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice or at such reasonable time thereafter if the cause for termination cannot practicably be remedied within this ten (10) day period and MWA is working diligently to remedy the cause. If MWA shall fail to remedy such cause within the appropriate time frame set forth in this Paragraph, this Agreement shall terminate. Upon termination under this provision, MWA shall be entitled to payment for all work performed to date

of termination and each Customer shall be entitled to receive all work not yet performed that has been paid for prior to termination of this Agreement.

2. MWA shall have the option to terminate this Agreement at any time with or without "Cause".

Section IV HHW Collections Services

- A. Permanent MHWD Services: MWA agrees to accept HHW delivered to the MHWD, by appointment, from an Eligible Residents or Eligible Business of Customer.
- B. Mobile Collections Events: MWA agrees to provide for collection of HHW at various locations within Customer's jurisdiction. MWA shall have overall control of collection activities at each site. The number and location of the Mobile Collections events to be held during this Agreement shall be negotiated between the Customer and MWA. MWA will allocate the number of Mobile Collections events and times for such events accordingly. MWA reserves the right to refuse any HHW. MWA will impose a maximum capacity limit for each Mobile Collections event based on safe and efficient operations (estimated at 200 vehicles).

During times when the Mobile Collections unit is not scheduled with a Customer, MWA reserves the right to schedule Mobile Collections events within Polk County, MWA's member communities and MWA jurisdiction.

- C. Satellite Site Collections: MWA agrees to provide for the collection, packaging, and transport of HHW from the Satellite Site to the MHWD for disposal. The Customer shall have overall control of collection activities at each Satellite Site in accordance with the guidelines established by MWA for amount, the types of waste, size of containers, and source of HHW. MWA reserves the right to refuse any HHW. The amount of HHW collected shall not exceed the safe capacity of the storage unit.
- D. Exceptional Service: Customer may require Exceptional Service. If Exceptional Service is needed, Customer shall identify service requested. Arrangements and additional fees will be negotiated prior to the initiation of any such Exceptional Service.
- E. Very Small Quantity Generators (VSQG's): VSQG's may use the MHWD for disposal of hazardous wastes by appointment, during the hours of normal operation. The MHWD shall require payment by VSQG's based upon established fees. At no time shall a VSQG or any other type of business use the Satellite Site or MHWD to dispose of its waste, unless prior approval has been made with MWA.
- F. Record Keeping: MWA agrees to keep records of the use of the MHWD and mobile collection unit to provide Customer with information regarding the use of the facilities by Eligible Residents, Eligible Businesses and VSQG's. Customer agrees to keep records of the use of the Satellite Site in order to provide MWA with information regarding the use of the program. MWA agrees to, upon request, submit semiannual reports describing at a minimum:
 1. The number of households participating in collection events.
 2. The number of VSQG's participating in the MHWD's programs.
 3. The number of households directly using the MHWD permanent facility.
 4. The quantity and categories of HHW collected.
 5. The quantity and categories of VSQG hazardous wastes collected.
 6. The days and hours of operation for each event.
 7. A summary of the disposition of the waste received including names and location of off-site disposal/treatment facilities used and wastes reused or recycled.

Section V Responsibilities of MWA

- A. MWA Responsibilities: MWA shall provide:

For Mobile Collections events:

1. The necessary vehicle, equipment, supplies for Mobile Collections events.
2. On-site training for Customer staff and volunteers.
3. Annual 8-hour updates for 40-hour or 24-hour OSHA Hazardous Waste Operations Training at MWA's MHWD.
4. One MWA Mobile Collections Coordinator to collect and transport HHW from Customer's site which has been collected at a scheduled MWA Mobile Collections event.

For Satellite Site:

1. Training for Customer personnel to operate a Satellite Site.
2. Forms, educational materials and media tool-kit to promote the Satellite Site.
3. On-site containerization, labeling and required paperwork.
4. Transportation of HHW from the Satellite Site to the MHWD for disposal.
5. Reports of the actual weight and types of waste collected from the Satellite Site.

Section VI Responsibilities of Customer

A. Customer Responsibilities: Customer shall provide:

For Mobile Collections events:

1. An adequate, easily accessible and safe site which is located on an impervious surface with unobstructed public access and has running water and toilet facilities. (MWA shall be the final authority in determining the adequacy of a site meeting requirements for a safe and efficient collection.)
2. Publicity for Mobile Collections events which will achieve maximum participation, and which describes date and time with specific instructions for participation.
3. Copies of publicity materials, fliers, newspaper and magazine articles, news releases, and other written, audio, and pictorial material that educate or promote the Mobile Collections events.
4. At least one employee of Customer who is 24-hour or 40-hour OSHA Hazardous Waste Operations certified.
5. Procedures for the collection, removal, and disposal of any waste that does not meet the definition of HHW or which is excluded or refused under this Agreement.
6. Traffic control around and within Mobile Collection event sites.
7. Designated individual to serve as point of contact between the Customer, MWA and the Coordinator.
8. Screening of participants and waste to ensure eligibility and acceptability.

For Satellite Sites:

1. Appropriate hours and procedures, which comply with MHWD schedules and established procedures.
2. Provisions or restrictions for "non-acceptable" waste under this Agreement.
3. A means to collect required information and to distribute educational material.
4. A plan to properly segregate and store HHW within the Satellite Building.

Section VII Costs

- A. Per Capita Costs: Customer shall pay MWA an annual per capita fee based on its total population as established by the United States Census Bureau or, if not available, similar governmental agency. For the first year of this Agreement, the annual per capita cost shall be \$0.94. For each subsequent year of this Agreement, the annual per capita cost shall increase by the same percentage as any over-the-year

percent increase in the Consumer Price Index for All Urban Consumers (CPI-U). See attachment A. No less than sixty (60) days prior to the annual anniversary date of this Agreement, MWA will send a notice of any rate adjustment for the coming year.

- B. Payments and Assessment of Costs: All Costs will be assessed to Customer on an annual basis, in advance. Payments of all Costs will be on a quarterly basis. Payments of all Costs shall be in four equal installments due on January 1st, April 1st, July 1st and October 1st of each year of this Agreement.
- C. Other: In addition to the Per Capita Cost as set forth in Section VII (A), the Customer shall be responsible for any other costs incurred by MWA as a result of the services provided to Customer under this Agreement, including but not limited to transportation and disposal costs.

Section VIII Hold Harmless and Indemnification-Mutual

- A. Customer Indemnification: Customer shall indemnify, defend, and hold MWA and its employees harmless from all claims, lawsuits, liabilities, and costs, including reasonable attorney's fees, arising from and incurred as a result of the operation or existence of the Satellite Site or a Mobile Collections event in Customer's jurisdiction. The obligations of Customer under this paragraph shall not extend to any liability solely caused by the gross negligence or intentional actions of MWA or its employees. This indemnification shall survive the expiration or termination of this Agreement and shall be governed by the laws of the state of Iowa.
- B. MWA Indemnification: MWA shall indemnify, defend, and hold Customer and its employees harmless from all claims, lawsuits, costs, including reasonable attorney's fees, or any other liability solely caused by the gross negligence or intentional actions of MWA or its employees.

Section IX Ownership – Satellite Building

MWA shall retain ownership of any Satellite Building that has been provided by MWA. Customer agrees to return possession of any Satellite Building to MWA should this Agreement be terminated or expire.

Section X Insurance

- A. Mobile Collections: Customer shall provide general liability insurance coverage to protect itself and MWA against any liability which could result from the operation or acceptance, storage, processing or shipment of materials at a Mobile Collections event. This insurance policy shall also cover the truck, trailer, and the site at which the Mobile Collections event(s) will be held. Prior to July 1, 2021, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.
- B. Satellite Site: Customer shall provide sufficient insurance coverage to protect itself and MWA against any liability which could result from any property damage, injury or liability arising out of the operation or existence of the Satellite Site. Prior to July 1, 2021, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.

Section XI Compliance with Laws

Laws: MWA agrees to comply with all applicable federal state and local laws in the operation of its MHWD, including applicable Department of Transportation regulations at 49 CFR Part 107, and any applicable state or local laws.

Section XII Cooperation

Cooperation: In the event that MWA establishes a committee or commission to act in an ordinary capacity on the operation of the MWA mobile collection programs, Customer agrees to participate by sending a representative to serve on such a committee or commission.

Section XIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

As to Metro Waste Authority

Michael McCoy Date
Executive Director

As to the Customer

By: Date