

## EPA'S RESPONSIBLE PROGRAM



## APPLIANCE DISPOSAL (RAD)

### PARTNERSHIP AGREEMENT

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This voluntary partnership agreement ("Agreement") between \_\_\_\_\_ (Partner name) (herein referred to as the "Partner") and the U.S. Environmental Protection Agency ("EPA") reflects the Partner's commitment to participate in EPA's Responsible Appliance Disposal Program (herein referred to as the "Program"). The Partner and EPA are referred to collectively as the "Parties" in this Agreement. The goal of the voluntary Program is to reduce emissions of ozone-depleting substances (ODS), their substitutes (e.g., hydrofluorocarbons [HFCs]), and other greenhouse gases (GHGs) through the collection and proper disposal of refrigerant-containing appliances. This Agreement takes effect when signed by both Parties. As described in the "Dispute Resolution" section of this document, either Party can terminate this Agreement.

The Program promotes the proper disposal of older household appliances, namely refrigerators, freezers, window air conditioning units, and dehumidifiers, in order to prevent emissions of ODS and HFC refrigerants and foam-blowing agents. The Program is also expected to save landfill space, save energy used by older appliances, lead to the recovery of valuable materials for use in making new products (e.g., metals, plastics, glass), and prevent the release of hazardous substances—including PCBs, mercury, and used oil. The responsibilities of each Party are summarized below.

#### EPA'S RESPONSIBILITIES

- Serve as a technical clearinghouse on responsible appliance disposal program development and implementation.
- Calculate annual and cumulative Program benefits in terms of ODS and GHG emission savings and equivalents and, as available, potential cost savings.
- Provide Partner recognition for achievements through press releases, brochures, articles, awards, case studies, and/or social media.
- All information submitted to EPA will be treated in accordance with the EPA regulations at 40 CFR Part 2, including the provisions on protecting confidential business information (CBI). For information to be treated as CBI, it must be designated as CBI at the time of submittal. EPA will protect CBI to the maximum extent of the law.

#### PARTNER RESPONSIBILITIES

- Encourage the retirement of old, energy inefficient refrigerators, freezers, window air conditioning units, and dehumidifiers, and implement best practices for the recycling/disposal of these units, including: proper recovery and reclamation or destruction of refrigerants; proper recovery and reclamation or destruction of insulating foam; safe disposal of hazardous waste products, including PCBs and mercury; proper recycling of used oil; and recycling of all recoverable, durable materials.
- Consistent with the RAD program objectives, report available information annually including: the number of appliances collected; type and quantity of refrigerants reclaimed/destroyed; type and quantity of foam

blowing agent reclaimed/destroyed; weight of metals, plastics, and glass recycled; and quantity of hazardous waste products managed and used oil recovered<sup>1</sup>.

- Exchange information on RAD program development/implementation and best practices with other RAD program partners.
- Appoint a representative as RAD Program Coordinator and notify EPA of any change in the designated liaison.

## PROGRAM EXPECTATIONS

**Proper recovery and management of refrigerant:** Under Section 608 of the 1990 Clean Air Act Amendments and the implementing regulations at 40 CFR Part 82 Subpart F, no refrigerant may be vented during the disposal of appliances<sup>2</sup> (40 CFR § 82.154); therefore, refrigerant must be recovered at equipment end-of-life. Refrigerant must be properly recovered, meaning that at least 90% of the refrigerant must be recovered if the compressor is operating, and at least 80% must be recovered otherwise; alternatively, the refrigerant can be evacuated to four inches of mercury vacuum (40 CFR § 82.156(h)). Refrigerant must either be reclaimed by an EPA-certified reclaimer (see 40 CFR §82.164) for reuse, or destroyed using approved destruction methods (see 40 CFR Part 82 Subpart A) in accordance with applicable federal, state, and local environmental regulations.

**Proper recovery and management of mercury:** Mercury waste, such as switches and relays, must be recovered from appliances prior to disposal or shredding, sent to a qualified recovery facility that has appropriate hazardous waste management permits, and managed in accordance with applicable federal, state, and local hazardous waste regulations (e.g., waste must be properly packaged prior to transport) (40 CFR § 273). The federal hazardous waste regulations under the Resource Conservation and Recovery Act (RCRA) can be found in Title 40 of the Code of Federal Regulations, Parts 260 - 279. The Partner should consult the appropriate state agency to determine whether the state regulatory hazardous waste requirements differ from federal requirements.

**Proper recovery and management of used oil:** Any used oil recovered from refrigeration units must be managed in accordance with the federal standards outlined in 40 CFR 279 or the equivalent state regulations. Before recycling and disposal, used oil must be stored in appropriate containers in good condition and with no visible leaks (40 CFR 279). Per the RCRA used oil rebuttable presumption, refrigerant contaminating the used oil should be recovered. Used oil removed from refrigerated appliances cannot be mixed with used oil from other sources (40 CFR 279).

**Proper recovery and management of PCBs:** PCBs are most likely to be found in a capacitor. If the capacitor does not state “contains no PCBs” or the capacitor (or refrigerator) was manufactured before 1979, assume that the capacitor contains PCBs (see 40 CFR 761.2 (a)(4) for PCB concentration assumptions and 40 CFR 761.3 for definitions). If the capacitor contains PCBs, which are regulated for disposal, and is leaking, then disposal of the capacitor must be in accordance with 40 CFR 761.62(a) or (c). If the capacitor contains PCBs, which are regulated for disposal, and is not leaking, then disposal of the capacitor must be in accordance with 40 CFR 761.60(b)(2). Storage of PCB capacitors, which are regulated for disposal, must be for no more than one year and must be in accordance with 40 CFR 761.65.

**Proper recovery and reclamation or destruction of foam blowing agent:** Partner agrees to remove foam from appliances and reclaim or destroy foam blowing agent using approved destruction methods (see 40 CFR Part 82 Subpart A).

## GENERAL TERMS

- This is a non-binding statement of the Parties’ mutual understandings. This Agreement is not legally binding and does not create any right, obligation or benefit enforceable by law or equity against the EPA or the Partner, or any other person. This Agreement applies only to EPA and the Partner.
- The Partner agrees that the activities it undertakes connected with this Agreement are not intended to provide services to the federal government and that the Partner will not submit a claim for compensation to any federal agency/department.
- The Partner agrees that it will not claim or imply that its participation in the RAD program constitutes EPA approval or endorsement of anything other than the commitment to the RAD program.
- The Parties shall act in an independent capacity and not as officers or employees or agents of each other.

<sup>1</sup> See §82.154 for exceptions.

## DISPUTE RESOLUTION

Partner and EPA assume good faith as a general principle for resolving conflicts under the RAD program. Both Parties will endeavor to resolve all matters through informal discussions before invoking the provisions below.

In the event informal discussions do not produce a mutually agreeable resolution to a matter in dispute, either Party can terminate this Agreement, without cause or penalty, and both will then cease to publicize the Partner's participation in the RAD program. A Party wishing to terminate this Agreement shall notify the other in writing as to the nature of the dispute, the specific corrective action sought, and, if applicable, their intent to terminate the Agreement, either as a whole or in part, unless specific corrective actions sought are undertaken:

- Within 30 days of receiving formal notification from a Party indicating intent to terminate the Agreement (the "Terminating Party"), either as a whole or in part, the other Party (the "Non-Terminating Party") will reply, agreeing to either (1) undertake in a timely and effective manner the corrective actions sought by the Terminating Party, or (2) terminate the Agreement, either as a whole or in part.
- If the Non-Terminating Party fails to respond within 30 days of receiving formal written notification of Terminating Party's intent to terminate the Agreement, either as a whole or in part, or if the Non-Terminating Party responds but does not agree to undertake corrective actions sought by the Terminating Party, or if the Non-Terminating Party agrees but does not initiate the corrective actions in a timely manner, then this Agreement shall be terminated upon the expiration of such 30 days.
- Termination of this Agreement does not preclude the Parties from reinstating the Agreement if all matters have been resolved to the satisfaction of both Parties.

### **The undersigned representatives execute this Agreement on behalf of the Parties.**

Authorized Company Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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

Sara Kemme, Acting Chief, Alternatives and Emissions Reduction Branch, Stratospheric Protection Division, U.S. EPA

EPA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please identify your organization's designated Responsible Appliance Disposal Program Coordinator:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **For more information about the Responsible Appliance Disposal Program contact:**

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5900-481

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