

Tri-Town Alliance
Randolph, Braintree, and Brookfield

Soon to be:
Mountain Alliance
Randolph, Braintree, Brookfield, and Northfield

SOLID WASTE IMPLEMENTATION PLAN

DRAFT AMENDMENT

First Submission to ANR: March 9, 2015

First Response from ANR: May 29, 2015

Second Submission to ANR: July 17, 2015

**DRAFT SOLID WASTE IMPLEMENTATION PLAN (SWIP)
for**

**Randolph, Braintree, Brookfield, and Northfield: Mountain Alliance Pending est 2015
Randolph, Brookfield, and Braintree: Tri-Town Solid Waste Agreement est 1992**

Dated: _____

Adopted by Tri-Town Alliance as follows:

Braintree: May 3, 2011

Brookfield: June 27, 2011

Randolph: July 5, 2011

Northfield: _____

Approved: _____

for DEC use only

This plan has been developed to manage solid waste in the municipalities of Randolph, Braintree, Brookfield and Northfield in conformance with the Vermont Solid Waste Management Plan, Materials Management Program, and Act 148.

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SWIP Template & Checklist

This template can be used to draft a Solid Waste Implementation Plan (SWIP). **Solid Waste Management Entities (SWMEs) are not required to use this template but may find it helpful for drafting their SWIP.**

This document is meant to provide a suggested structure for the SWME to use to submit a SWIP that will be consistent with the State’s MMP. This template will assist the SWME in describing how the performance standards will be fulfilled but the **original MMP document and MMP performance standards must be referenced** to ensure that you’ve provided a complete description of how the deliverables required will be met from SWMEs. In addition, you may also reference the SWIP Guidance document that was created to offer suggestions for meeting the MMP performance standards.

Planning: Please describe how you intend to meet the requirements of each MMP performance standard within the SWIP period. You may write a brief description of a program you plan to implement or bullet point specific tasks you plan to execute. Two to three sentences may be sufficient to respond to the MMP performance standards, but provide as much description as you need to ensure clarity of how the performance standard will be met. Note that the space in the tables below will adjust to the amount of text you write.

In the event an attachment is required, please attach and make note of it in the material sections of the template. All documents that are required to be submitted as part of a SWIP inclusive of the performance standards are listed in the checklist on the last page of this document.

Name of SWME	Mountain Alliance (formerly Tri-town Alliance)
Year Chartered (if applicable)	1992 (Tri-Town Alliance), 2015 (Mountain Alliance)
Mission for Materials Management	The mission for the Alliance is to address in order of priority within Title 10 VSA§ 6604(a)(1)(d) and to minimize the waste disposed to the extent feasible and reduce the reliance on landfilling.
Names of Member Town(s)	Randolph (Lead), Braintree, Brookfield, and Northfield

General

G1	Disposal and Diversion rates for the SWME’s jurisdiction. Include the calculation of the total disposal and per capita disposal rate for municipal solid waste from the jurisdiction for the SWME.
Data tracking system:	There is a system in place for tracking and reporting diversion rates biannually and disposal rates annually (check box) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If No please indicate the deadline date below for when system will be in place).
Plan for Annually tracking data:	There are only two facilities within the Alliance, and these are required to report as outline in their operation permits. The Alliance will pull totals from RETRAC within its region to create a disposal report by July of 2016, and annually thereafter. The Alliance will pull review its disposal rate and create a diversion report that will be provided by July of 2017, and biannually thereafter.
Expected Timeframe	Disposal: July 2016, annually thereafter. Diversion: July 2017, biannually thereafter.

G2	Within 6 months of VT ANR approval, post approved SWIP on SWME website.
Plan for Posting:	Within six months of VTANR approval the preapproved SWIP will be uploaded and viewable to the SWME's website under a designated webpage for SWME.
G3	Within 3 months of VT ANR approval, submit one newspaper article or op-ed piece introducing SWIP.
Plan for Submittal:	Within three months of an approved VTANR SWIP the SWME will prepare a press release to introduce the SWIP and provide copy to the SWME's official newspapers: The Herald of Randolph, Northfield News, Times Argus, and Valley News as well as posting PR on website and official posting places: Town Hall & Town Offices (Randolph, Braintree, Brookfield & Northfield), Floyd's Store (Randolph Center), Middle Branch Market & Deli (East Randolph), East Randolph Post Office, Kimball Public Library (Randolph), Snowsville General Store (Braintree), West Brookfield Cemetery (Brookfield) and Brookfield Post Office (Brookfield), Common Cafe (Northfield) as well as other posting places within the Mountain Alliance area. The Town of Randolph as the lead municipality for the Alliance is responsible for the creation and distribution of the above.
G4	Within 6 months of VT ANR approval, conduct a survey of constituents on current knowledge; including variable rate pricing, recycling, organics, C&D, HHW/CEG, electronic waste, and universal waste. Survey to be done at beginning and end of SWIP term.
Plan for Surveys:	The Alliance will use the survey template provided by the Agency of Natural Resource and will be distributed on the website and at the transfer stations. The surveys produced will be on current knowledge of variable rate pricing, recycling, organics, C&D, HHW/CEG, electronic waste, and universal waste within the first 18 months (mid 2016) of the SWIP and with the last 18 months of (mid-2019) of the SWIP.
G5	Hold two public meetings during SWIP term, one before the end of the second year, the second in the fifth year.
Planned Meeting Schedule:	The Alliance will conduct at least two Public Hearings during the term of the SWIP. The first one will be scheduled June/July 2016 and the second one would be scheduled in September/October 2019. Beginning notification of Public Hearings are scheduled at least six weeks in advance as stated in Open meeting laws. Other Public Hearings would be scheduled if the SWIP is amended or due to new requirements in the MMP. The public notices will be cross-posted on the Alliance towns' websites, in posting places, town halls, as well as at the Transfer Stations
G6	Develop and maintain a webpage linked to a homepage for the SWME that lists regional management options for waste material (A through Z).
Date Planned for publishing Webpage:	Randolph as the lead municipality of the Alliance will develop and maintain a web page: www.randolphvt.org linked to its home page for the purpose of regional management options for waste material (A through Z) The Alliance members will be provided a link to be established in the respective web page providing the same resource. Anticipated timeframe for web page by mid-2015. All updates will be flow through the lead municipality.
G7	Adopt and implement variable rate pricing for municipal solid waste from residential customers and show plan for bringing haulers and facilities into compliance.
Description of Program and copies of ordinances passed:	The Alliance presently has a program for variable rate pricing but will establish a plan to update a variable rate pricing for solid waste from resident customers. By way of a hauler agreement, the hauler and facility would implement variable rate pricing for solid waste independently. Each town within the Alliance does reference solid waste in its Town Plan. The Town of Randolph is the only town within the Alliance that has a Solid Waste & Junk yard ordinance, which has been in effect since 2004.

G8	Collect contact information for all commercial solid waste haulers and a list of services they provide within the SWME jurisdiction.
Description of collection process:	Each year in June, all licensed haulers are sent renewals for upcoming fiscal year starting July 1. Hauler's license applications are completed and returned to the lead municipality within the Alliance and include information and services offered. A copy of the current list is included with this document.
Expected Timeframe:	Updated list will be submitted to ANR annually.

Recyclables

R1	Work with at least 10% or 2 schools (whichever is greater) to implement a school-wide waste reduction program (covering recyclables, organics, and HHW) each year ensuring that 50% of schools are reached by end of SWIP term). Please describe how you plan to work with the schools each year. *If work performed with schools covers recyclables and organics, only one description is required.
Description of program:	The Alliance will continue to work with schools within the Alliance on its educational programs. There are a number of educational programs that are available around the country, such as those produced by Education Station, Earth Day.org, Bullfrog Films, the United States Environmental Protection Agency, and many individual state EPAs. The Alliance (lead) along with assistance from Casella has purchased some of those materials in the past, and will continue to work with the schools to incorporate short courses into students' daily curriculum. Classes are encouraged to schedule Transfer Station, MRF and landfill tours as well. Randolph, Braintree and Brookfield schools currently contract with Casella Waste Management for pick-up of recyclables. Northfield School District works collaboratively with Casella. Randolph already has programs in place such as implement zero-sort recycling, developing a Waste Audit with local haulers to determine ways to reduce waste and increase recycling. We will continue to work with the over 50% of the schools listed for programs to ensure they are recycling all mandated recyclables consistent with the July 1, 2015 ban. And work to ensure diversion of commercial food scraps by the July 1, 2020 ban. We will continue data track on an annual bases and throughout the term of the SWIP. Five Schools currently recycling/ manage organics: Elementary Schools of Randolph, Braintree, Brookfield, Randolph High School, and Randolph Technical Career Center. Two schools remain to have programs: Northfield Elementary School and Northfield Middle-High School. Organic management within the School Districts are managed through either composting onsite, donation to farms, compost pick-up or a combination.
Expected Timeframe:	The Alliance will continue to meet or exceed the annual performance standard and expects to have reached all schools within the alliance area .

R2	Implement an ongoing multi-media public outreach campaign to inform the residents and businesses of the preferred practices to recycle materials including plan for raising awareness of the provisions from the UR law: 7/1/15-landfill ban and public space recycling.
Description of campaign:	The Alliance staff will be responsible to develop a marketing plan, which will be distributed to its members. The marking plan will discuss the current regulations and services provided within the Alliance to reduce waste. This will consist of radio promotions, newspaper ads, bill inserts, direct mailings; flyers at the posting places within the Alliance, promotional material will be available at each town hall and on the Alliance website. Each member town within the Alliance will be responsible for having a zero-sort recycling and trash containers. There will be an outreach to businesses and other public spaces to increase their

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	<p>recycling. We will be working on a program to increase the awareness of acceptable materials and what is considered trash due to contamination.</p> <p>Wherever possible the Alliance will provide supporting information in the form of handouts pertinent to the event audience. Updates, improvements and additions to the website will be done as needed. (Cost for preparation & distribution??)</p>
Expected Timeframe:	Timing of various promotions will be based on the rolling MMP deadlines and/or implementation dates, with an aim of getting information to affected sectors far enough in advance to proper planning and compliance.
R3	Conduct outreach to at least 2% or 20 businesses/institutions (whichever is greater) in the region per year to increase their recycling and access to recycling in their public spaces, ensuring that a minimum of 10% of the businesses and institutions have been reached by the end of the SWIP term.
Description of outreach plan:	<p>On an annual basis, the Alliance will conduct outreach to at least a minimum requirement of 2% or 20 businesses/institutes (which ever is greater) within its region to the business/institutions recycling efforts and access to recycling within their public spaces. The Alliance will continue to provide local businesses with knowledge of which materials are recyclable through public notices by means of but not limited to: radio announcements, postcard mailings and social media as to where to obtain the recycling requirements within their public spaces as outlined in the MMP. This will be implemented throughout the term of the SWIP.</p> <p>Casella has agreed to have special waste managers and the sales and engineering staff assist the Alliance with business audits with outreach of at least 2% or 20 businesses/institutions (whichever is greater) within the Alliance per year to increase its recycling and access recycling within their public spaces. This effort will start by reviewing product-manufacturing methods and product packaging to assist business owners in keeping up with the ever-changing recycling opportunities, and to encourage them to purchase their goods from environmentally responsible manufacturers. Through Federal and State statutes, new materials are not only available to be recycled, but required to be so, including mercury containing products, paint and “E-Waste”. The Alliance assists in identifying new partnerships, which accept their used products back.</p> <p>Currently working with business to implement Zero-Sort Recycling. Developing Waste Audit with local haulers to determine ways to reduce waste and increase recycling.</p> <p>Current customers providing Recycling Services: Gifford Medical Center, VT Technical College, Wall Goldfinger, Shaw’s (Northfield – Norwich University???)</p>
Expected Timeframe:	Currently implemented through internet website resources and Casella staffing.
R4	Provide technical assistance for waste reduction at public and private events. *If technical assistance covers recyclables and organics, only one description is required.
Description of program:	<p>Event planners will have access to resources for recycling and organic waste reduction at events. The resource will be available on the Alliance’s website.</p> <p>Local catering businesses and banquet facilities will be encouraged to review their supplier’s sources</p>

R4	Provide technical assistance for waste reduction at public and private events. *If technical assistance covers recyclables and organics, only one description is required.
	to ensure that to the maximum extent possible, recyclable materials are being used in the events that they host and/or produce. Members will also strive to meet the same standard in any meeting space or event they hold. These measures will include providing the appropriate collection containers and directions regarding what should be placed where. Currently, the Town of Randolph has distributed dual collection trash and recycling bins within its public spaces. The Alliance collaboratively with Casella will work with event coordinators and venues to provide best practices for event recycling and organics collection. We will be posting solutions and service provides on the website for recycling. When venues require permits information regarding recycling and organic collection will be made available.
Expected Timeframe:	Will continue to meet or exceed the performance standards annually.

R5	Include outreach & options for textile reuse and recycling.
Description of program:	Partner with local reuse markets to provide clothing drop off. Working directly with the following Thrift Store (Gifford Medical Center), Goodwill, Planet Aid, and consignment shops. Recycling textile boxes offered throughout the Alliance area. Location for textile boxes vary within the towns and move from time to time. The Alliance will work with Plant Aid and Kinteducation to obtain assigned locations of textile boxes on annual basis and will post location on its website. This will include acceptable textiles. There is a textile swap annually at Norwich University in Northfield Vermont. In addition to the textiles, Norwich University offers a “trash to treasure” event in May. Northfield has CERV and two consignment shops/boutiques in town. Please assist in rewriting the second sentence.
Expected Timeframe:	Partnership with the Thrift Shops and consignment shops are already implemented. Will continue to meet or exceed the performance standards.

Organics

O1	Work with at least 10% or 2 schools (whichever is greater) to implement a school-wide waste reduction program (covering recyclables, organics, and HHW) each year ensuring that 50% of schools are reached by end of SWIP term.*Please note if this description is provided above in the recyclables section.
Description of program:	(Please see description provided in R1.)
Expected Timeframe:	Mid-2016

O2	Implement an ongoing public education and outreach campaign to inform the residents, businesses, and institutions (hospitals, nursing homes, colleges, correctional facilities, and other large waste generators) of the better ways to manage organic materials. Must include at a minimum the plan for raising awareness about the organics disposal bans (leaf and yard debris and food scraps) and food recovery hierarchy from the UR Law.
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O2	Implement an ongoing public education and outreach campaign to inform the residents, businesses, and institutions (hospitals, nursing homes, colleges, correctional facilities, and other large waste generators) of the better ways to manage organic materials. Must include at a minimum the plan for raising awareness about the organics disposal bans (leaf and yard debris and food scraps) and food recovery hierarchy from the UR Law.
Description of campaign:	Developing a marketing plan to discuss current regulations and services provided in the Alliance to reduce organic waste by July 2020 ban. Outreach marketing will consist of postings on social media, public notices at posting places within the Alliance and on the Alliance website page. Currently all yard and leaf debris is being handled at in a permitted area beyond the Randolph Transfer Station and free to the residents of the Alliance. This area is seasonally open from April to early November and closed from November to mid-April. During off-season, collection will be available at the Transfer Station/Depot Center at a cost to the consumer. Outreach concerning food waste will be the same as leaf and yard debris. Northfield has an area near the cemetery for yard debris, is this permitted through ANR?
Expected Timeframe:	Leaf/yard debris is currently implemented seasonal. Six months from SWIP adoption, collection of leaf and yard debris will be made available at the transfer station for a fee. Within two years from adoption, the Alliance will move to food waste collection available for a fee.

O3	Conduct outreach to at least 2% or 20 food based businesses and institutions (whichever is greater) within their jurisdiction each year, ensuring that at a minimum 10% of the business and institutions are reached by the end of the SWIP term.
Description of outreach plan:	<p>Outreach to businesses within the Alliance will be provided via printed public notices on posting places, social media, radio announcements, and postcard mailing on where resource information may be obtained through the Alliance website.</p> <p>The Randolph Economic Development Council has compiled a database of businesses which the Alliance can enhance with other businesses within the Alliance for a mailing list, this may also include emails. Therefore outreach of available resources would reach upto 90% of the businesses within the Alliance and fulfill the MMP requirements.</p> <p>Currently working with business to implement organics recycling. Developing Waste Audit with local haulers to determine ways to reduce waste and increase recycling.</p> <p>Current Business with Organics Services</p> <ul style="list-style-type: none"> - Gifford Medical Center and VTC <p>Northfield?</p>
Expected Timeframe:	Mid-2017

O4	Provide technical assistance for waste reduction at public and private events.
	*Please note if this description is provided above in the recyclables section.
Planned Tasks:	See description in R4.
Expected Timeframe:	Will continue to meet or exceed the performance standards annually.

O5	Contact and collaborate with local food redistribution groups and networks to conduct outreach and education to food service businesses and institutions about the opportunities to donate quality food within the region to feed people.
Planned Tasks:	The Alliance will annually identify food distribution programs and networks. Resources for outreach

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	and education will be based on the Alliance website. As additional or new resources come available the website will be updated a least annually. The Alliance working with Randolph Food Shelf, CERV (Northfield)and local business to provide food for local food shelf or Vermont Food Bank.
Expected Timeframe:	Within one year of adoption, this plan will be developed and start implementation.

O6	Establish or promote year-round collection location for leaf and yard debris within SWME region. List existing location or the plan to establish and timeline for reaching operational capacity.
Planned Tasks:	See O2 for description of leaf and yard debris Locations will be at the Randolph Transfer Station and Northfield Recycling Depot and available to all residents and businesses within the Alliance at fee to the consumer.
Expected Timeframe:	Year round collection would be implemented within one year from the adoption of the SWIP

Construction & Demolition (C&D)

C1	Implement a multi-media outreach campaign to inform the residents and businesses of the preferred practices for the reduction of C&D materials generated and for end-of-life management.
Description of campaign:	(See R1 for methods of public outreach) The Alliance will develop an multi-media outreach campaign within its area to inform the residents and businesses the preferred practices to reduce construction and debris materials generated outlined in the Universal Recycling Law. The campaign will be in the form of a resource link on the Alliance website within timelines of the requirements along with printed public notifications to the Alliance posting places. We will work with business and residents on new buildings and renovations to determine best practices to divert material. The Alliance will be developing a construction demolish listing to assist in the proper diversion of clean wood.
Expected Timeframe:	Early 2016

C2	Establish a program for clean wood recycling prior to July 1, 2016 to coincide with the UR Law landfill ban.
Description of program:	(See C1)Currently clean wood is accepted at the Randolph Transfer seasonal disposal area. The Alliance will develop a list of private facilities that provide services for C&D materials. Northfield?
Expected Timeframe:	Clean wood acceptance is currently implemented. Development of the private facilities providing services for C&D materials will be available six months after the adoption of SWIP

C3	Establish at least one collection location for asphalt shingles collection and drywall by end of the SWIP term in each SWME's jurisdiction.
Planned Tasks: Northfield?	We will have collect asphalt shingles & Clean Drywall for recycling at the Randolph Transfer Station, which is available to all within the Alliance area at a fee to the consumer. The Alliance will develop a list of private facilities that provide additional services for end of life drywall and asphalt shingles.
Expected Timeframe:	As outlined in C2

HHW & CEG

H1	Work with schools and VT ANR's Environmental Assistance Office to provide information and technical assistance on HHW/CEG hazardous waste handling, disposal, waste reduction, recycling and assistance accessing cost effective disposal options. Work with at least 10% or 2 schools (whichever is greater) each year ensuring that 50% of schools are reached by end of SWIP term.
Description of program:	The schools within the Alliance have implemented HHW education programs implemented. The Alliance will provide information as a resource through VT ANR on HHW/CEG hazardous waste handling, disposal, waste reduction, recycling, and accessing cost effective disposals. Outreach to 100% of the schools, will continue through the duration of the SWIP by means of website linked resources through emails directly to the school districts administrators. For progress, the Alliance will collect data from the all of the schools in its region during the duration of the SWIP.
Expected Timeframe:	Currently implemented

H2	Implement a multi-media outreach campaign to inform residents, businesses and institutions of environmentally preferable purchasing and of the preferred practices for hazardous materials including pharmaceuticals.
Description of program:	The Alliance conducts various multi-media outreaches to residents, institutions, and businesses by providing the information through the internet, town offices, transfer station kiosk, mailings, and a tearsheet within the towns' annual reports. Local law enforcement within the Alliance provides the proper way of disposing of pharmaceuticals as a free take back program at the Transfer Station and other pre-determined secure locations
Expected Timeframe:	Implemented

H3	Work with 2% or 20 (whichever is greater) of businesses and institutions within jurisdiction per year on proper disposal and waste reduction information, ensuring that at a minimum 10% of the business and institutions are reached by the end of the SWIP term.
Description of program: Northfield?	By definition, businesses do not qualify as generators of HHW, but many may qualify as Conditionally Exempt Generators (CEG). The Alliance Advisory Committee has assisted CEG's by providing them with current waste management information and making HHW collection events available to them. The HHW collection events are held biannually for residents of the Alliance at the Randolph Transfer Station, but disposal at those events of materials from CEGs is specifically excluded unless prior arrangements have been made. Outreach to residents, businesses and CEGs are Posted notices of

H3	Work with 2% or 20 (whichever is greater) of businesses and institutions within jurisdiction per year on proper disposal and waste reduction information, ensuring that at a minimum 10% of the business and institutions are reached by the end of the SWIP term.
	the events, advertising in local newspapers, radio and on the Alliance website. It is clearly state that businesses are welcome, but are responsible for scheduling directly with the hazardous waste contractor. The Alliance will continue to assist in providing resources on HHW events. The Alliance will continue to assist businesses by providing current information and any assistance possible as requested. The household hazardous waste collection events will continue to be open to businesses provided they contact directly with the contractor and pay for waste disposal directly. CEG businesses are encouraged to attend the biannual HHW events held both in the spring and fall of each year. The HHW events provide a viable outlet to remove CEG waste from their business at a reasonable cost and close proximity. If a CEG is not able to attend one of the HHW events scheduled, information and resources will be provided via a link on the Alliance’s webpage regarding the safe removal of HHW material and a list of independent contractors to contact.
Expected Timeframe:	implemented

H4	<p>Year 1: Establish a minimum of 2 HHW/CEG events per year, or access to a permanent facility.</p> <p>Year 2: Demonstrate that year-round HHW/CEG collection exists for additional MMP-specified materials, provide 2 HHW/ CEG events per year or access to a permanent facility for items not listed.</p> <p>Year 3: Demonstrate that year-round HHW/CEG collection exists for additional MMP-Specified materials, provide 3 HHW/CEG events per year or access to a permanent facility for products not listed.</p> <p>Year 4: Demonstrate that year-round HHW/CEG collections exists for additional MMP-Specified materials, provide a minimum of 3 HHW/CEG events per year or access to a permanent facility for products not listed, ensure households have access to HHW/CEG event or permanent facility within 15 miles.</p> <p>Year 5: Demonstrate that year-round HHW/CEG collections exists for additional MMP-Specified materials, provide a minimum of 4 HHW/CEG events per year or access to a permanent facility for products not listed, ensure households have access to HHW/CEG event or permanent facility within 15 miles.</p> <p>Ensure that minimum requirements outlined in MMP under Convenience are met each year.</p>
Description of plan for each year: Northfield? throughout	<p>By definition, the primary generators of HHW are the residents of the town. As has been the case over the past several years, the Alliance will hold HHW and CEG collection days twice during the first year after the approval of this SWIP. In addition to the standard HHW and CEG collections days, the Orange County Sheriff’s Department/Randolph Police Department team up with local pharmacies to schedule “drug take-back days” several times each year. The Alliance completed a drug take back event at Randolph Transfer in 2014. The number of collection days will increase in accordance with the table on Page 48 of the MMP. Members of the community have access to these events, and residents are not charged for the materials brought to the events. These events also offer an opportunity to hand out informational material to event participants. There are many publications and internet sites on toxic waste reduction and alternative "natural" cleaning products, lists of which are provided to the public at the events.</p> <p>The HHW events will continue to be held bi-annually with locations alternating between Randolph Tranfer Station and Northfield Depot/Recycling Center, as well as special collection programs that have been held in conjunction with the HHW event (i.e. electronics, farm pesticides). It is felt that most residents within the Alliance area are aware of the disposal possibilities for the various household hazardous wastes. Participation appears to have leveled off, so publicity will be increased in advance of the events.</p> <p>The HHW event dates are printed in the annual town report booklets available to each resident. Before each HHW event, a flyer is copied and sent home with each student to increase awareness of the events. Large, oversized posters are maintained at the landfill scale house for residents to view on their trash days. Randolph transfer station has associated with a national corporation as paint</p>

H4	<p>Year 1: Establish a minimum of 2 HHW/CEG events per year, or access to a permanent facility.</p> <p>Year 2: Demonstrate that year-round HHW/CEG collection exists for additional MMP-specified materials, provide 2 HHW/ CEG events per year or access to a permanent facility for items not listed.</p> <p>Year 3: Demonstrate that year-round HHW/CEG collection exists for additional MMP-Specified materials, provide 3 HHW/CEG events per year or access to a permanent facility for products not listed.</p> <p>Year 4: Demonstrate that year-round HHW/CEG collections exists for additional MMP-Specified materials, provide a minimum of 3 HHW/CEG events per year or access to a permanent facility for products not listed, ensure households have access to HHW/CEG event or permanent facility within 15 miles.</p> <p>Year 5: Demonstrate that year-round HHW/CEG collections exists for additional MMP-Specified materials, provide a minimum of 4 HHW/CEG events per year or access to a permanent facility for products not listed, ensure households have access to HHW/CEG event or permanent facility within 15 miles.</p> <p>Ensure that minimum requirements outlined in MMP under Convenience are met each year.</p>
	<p>retailers who volunteer to take back paint. It is illegal to dispose of “e-waste” and mercury containing items in a landfill in the State of Vermont.</p> <p>The Randolph Transfer station is also participating in the Vermont Lamp recycling program providing disposal of Lamps for free during our operating hours. Given the proximity of firms available for home-generated medical waste collection and other types of HHW, the town will encourage additional legislative bans on the remaining HHW. Northfield?</p>
Expected Timeframe:	Currently implemented at two days per year.

Sludge, Septage and Residual Wastes

S1	Implement a public education and outreach campaign to inform residents and businesses of the quality and beneficial uses of Vermont’s biosolids and residual wastes to address public perceptions and to educate residents and businesses to not dispose of household hazardous wastes, pharmaceuticals, and other chemicals in wastewater and septic systems.
Description of program:	<p>The Alliance will develop a best practices model and determine viable outlets for land application of biosolids. The Towns of Randolph and Northfield will work with it Wastewater Departments on reduction to outflow and controlling loads.</p> <p>Marketing material is available to educate residents and businesses on the proper disposal of HHW, pharmaceuticals, and other chemicals, as to not dispose in wastewater or private systems. Throughout the year, local law enforcement agencies provide a campaign for pharmaceutical/drug take back programs.</p> <p>The Alliance will develop a list of organizations that provide a pharmaceutical/drug take back programs.</p>
Expected Timeframe:	Currently implemented through law enforcement. Will continue to develop marketing plans as necessary.

S2	SWMEs shall work with their respective municipalities, plant operators, and septic service providers to encourage the beneficial use of biosolids and septage.
Description of program:	See S1 for description.
Expected Timeframe:	March 2015

Check List

Please make sure all of the following items are included with the SWIP submittal. Further description of each requirement is included in the MMP.

Tasks that will be undertaken to complete each performance measure as outlined in each chapter of the MMP (all components of the template above.)

Timeline for each task, as well as the deadline for completing the performance measure.

Disposal rate for the SWME area

Solid Waste Facilities Siting Criteria

Specify Facilities included in the plan.

Specify what existing solid waste facilities are “included in” the plan. Describe how proposed facilities will be reviewed for inclusion in the plan.

Public Participation Plan

Describe the process used to ensure early and sustained public participation in development and implementation of the plan.

Ordinances

- Include copies of local ordinances pertaining to solid waste or materials management.

Conformance with Other Plans

- Demonstrate that the Implementation Plan is in conformance with any regional plan(s) adopted in accordance with 24 V.S.A Chapter 117.

List of solid waste facilities and haulers that exist to take materials identified as banned in the Universal Recycling law as well as additional non-banned but MMP identified materials (ex: textiles)

Contact information for all solid waste haulers and a list of services they provide within their region.

Variable Rate Pricing Program description and plan for implementation and any passed or proposed ordinances related to the program.

Please note that these three check-list items are met by completing a SWIP using the provided template.

Entities choosing not to use the template should include these three items throughout their SWIP.

Solid Waste Facilities Siting Criteria

State of Vermont Siting Criteria

The State of Vermont mandates that all solid waste facilities meet certain site requirements in order to be certified. Subchapter 5 of the Vermont Solid Waste Rules lists the site requirements for solid waste facilities certified under Sections 6-303 through 6-305, and under Subchapter 12 of the Rules. Subsection 6-502 lists the prohibited areas in which facilities are not allowed to be located.

Subsection 6-503 of the Solid Waste Rules lists the siting standards that facilities have to meet in order to ensure that an emission or discharge from the facility will not unduly harm the public health and will have the least possible reasonable impact on the environment.

Facilities that qualify for categorical certification under Section 6-309, Subchapter 11 or Subchapter 12 of the Rules are exempt from the provisions of subsections 6-502 and 6-503, but have siting restrictions applicable to those facilities contained within the provisions of those sections.

Lined Landfill Siting Criteria and Site Selection Process

The Intermunicipal Agreement has established siting criteria for line landfills and established a Solid Waste Advisory Committee to review the siting criteria and to use the siting criteria as a guidance to identify appropriate sites for a lined landfill. The lined landfill siting criteria and site selection process apply to facilities proposed by the Intermunicipal Agreement and any other public- or private sector entity. Siting criteria have not been established for any other type of solid waste facility.

In order to be included in the SWIP, the entity proposing the lined landfill would need to demonstrate the landfill complies with the lined landfill siting criteria listed in table below:

SUMMARY OF CRITERIA FOR LANDFILL SITE SELECTION		
	SITING CONSIDERATION	ACCEPTABLE MINIMUM
1	Size 1A. Landfill Core 1B. Buffer (Isolation) Distance	24 Acres to 34 Acres 500 Feet
2	Slope	0% to 15% with adequate drainage
3	Maximum Distance to State Highway	Any distance
4	Minimum Distance to Roadway	500 Feet
5	Minimum Distance to Single Residence	1,000 Feet
6	Minimum Distance to Community	1,000 Feet
7	Minimum Distance to Historic and Cultural Resource	500 Feet
8	Distance to Nearest Public Facility (School, Hospital, Nursing Home)	2,500 Feet
9	Distance to Nearest State or Municipal, Publicly owned Park or Recreation Area	1,500 Feet
10	Use of Agricultural, Forest, Mineral Lands	Results in acceptable change to land-based business operations.

SUMMARY OF CRITERIA FOR LANDFILL SITE SELECTION		
	SITING CONSIDERATION	ACCEPTABLE MINIMUM
11	Restrictions for Aesthetics and Scenic Resources	Blends with or protects the view of an aesthetic or scenic resource.
12	Use of Deer Yards and Other Critical habitat	Meets Vermont Fish & Game standards for critical habitat maintenance.
13	Distance to Surface Waters	300 Feet
14	Vertical Distance to Groundwater	6 Feet after landfill construction.
15	Vertical Distance to Bedrock	10 Feet after landfill construction
16	Distance to Drinking Water Source Private Public	1,000 Feet 3,000 Feet
17	Distance to Property Line	500 Feet
18.	Groundwater Resource Protection	Meets State guidelines for hydrogeologic suitability, considering monitoring and intervention capability of site setting. Areas supplied with public water.
19	Seismic and Land Movement Potential	Avoids geologically active or sensitive areas
20.	Traffic and Safety	Avoids unreasonable congestion or unsafe conditions.
21.	Ownership Transferability	Areas where property sale conditions are acceptable to Alliance and seller(s).
22.	Climatology	Areas where meteorological conditions are favorable to protecting air quality.

The landfill site favorability table contains ranking definitions adopted for use in narrowing the number of suitable sites based on public health and environment.

LANDFILL SITE FAVORABILITY RANKING DEFINITIONS *			
SITING (PERFORMANCE) CRITERIA	FAVORABLE	MORE FAVORABLE	MOST FAVORABLE
Distance to Homes	1,000-1,250 ft.	1,251-1,500 ft.	Over 1,500 ft.
Distance to Community	1,000-1,250 ft.	1,251-1,500 ft.	Over 1,500 ft.
Distance to Public Facility	2,500-3,125 ft.	3,126-3,750 ft.	Over 3,750 ft.
Distance to Surface Waters	300-375 ft.	376-450 ft.	Over 450 ft.
Distance to Nearest Drinking Water Source Private Public	1,000-1,250 ft. 1%-25% greater than radius of area of contribution	1,251-1,500 ft. 25%-50% greater	Over 1,500 ft. Over 50% greater
Groundwater Resource Protection	Good monitoring ability and intervention capability	Very Good	Excellent

* Distances are measured from the outer perimeter of the permitted landfill core.

The Solid Waste Advisory Committee does not intend to amend this Siting Criteria and site selection process at this time, as it does not intend to site a landfill within its member towns in during the duration this SWIP is enforced.

Other Siting Criteria and Site Selection Processes

The Solid Waste Advisory Committee has not adopted siting criteria for facilities other than a lined landfill. Such other facilities may include material recovery facilities (MRFs), composting facilities, transfer stations, C&D landfills, and waste-to-energy facilities. New solid waste facilities would conform to the land use and future development goals of the town, existing zoning, and ultimately the State of Vermont siting criteria and operating certificate require outline in the State issued permit to operate.

All operators/owners of solid waste facilities requiring certification by the State of Vermont, which are not specifically identified in this Solid Waste Implementation Plan (SWIP), except for sludge and septage land application projects shall:

1. Demonstrate that the facility will be in conformance with all local, state, and federal laws, rules, regulations, and ordinances while it is in operation.
2. Obtain formal written correspondence requesting to the Alliance Committee for inclusion the facility in this SWIP.

Disposal facilities (such as landfills but excluding categorical disposal facilities) not specified in this SWIP shall, in addition to the above criteria, be subject to a screening process undertaken by the Alliance Committee. In addition to the Alliance Committee, the owner/operator of the disposal facility shall obtain written support from the municipality in which the facility is to be located or enter into a host town agreement with that municipality.

All biosolids and septage treatment and storage facilities located within a fenced area of a wastewater treatment facility in the Alliance are considered to be included in this SWIP, with the exception of composting and other Class A treatment facilities that qualify for distribution to the public. Such composting and other Class A treatment facilities must be included in this SWIP by using the process specified below.

Any processing or storage facilities for food residuals, such as anaerobic digesters or composting facilities must be included in the SWIP by using the process specified below. The Alliance may limit the quantities of food residuals accepted for processing or storage.

Process for Inclusion in Plan

A public or private entity desiring to operate a solid waste facility within the Alliance shall submit a letter to the Alliance requesting that its facility be included in the Alliance SWIP. A copy of the entities completed application for a Vermont Solid Waste Management Facility Certification or Categorical Certificate must be submitted to the State of Vermont and any additional information required to sufficiently document satisfaction of the siting criteria specified above shall be submitted with the letter. The Alliance Committee will either approve or deny the request for inclusion in the SWIP by a motion of the committee. The applicant may make a presentation or be available to answer questions. The Alliance committee meetings will be posted on the Alliance Website. Meetings of the Alliance Committee are public and will follow the Open Meeting Laws out line in Vermont State Statute.

If a previous nonmember municipality joins the Alliance, its solid waste facilities are not automatically included in this SWIP, but will be approved on a case by cases basis by the Alliance Committee.

The Alliance will notify the State in writing, in the manner prescribed by the State of Vermont, of any facility or type of facility that is included in the SWIP after completion of the process described in this section.

A list of facilities included in the plan will be maintained by the lead municipality of the Alliance and is considered part of this SWIP. A facility continues to be included as long as it remains in compliance with all local state, and federal laws rules, regulations and ordinances. If an amendment or renewal of the Vermont Solid Waste Management Facility Certification for a facility included in this SWIP includes: significant changes in the materials accepted, the process used to manage the materials, or the annual tonnage allowed to be managed by the facility, the owners/ operators of the facility shall repeat the procedures specified in this section to be included.

FACILITIES INCLUDED IN THE PLAN			
FACILITY NAME	OWNER/OPERATOR	LOCATION (Road and town)	TYPE
Randolph Transfer Station	Town of Randolph / Casella Waste Management	Landfill Road, Randolph	Transfer Station
Randolph Compost Facility	Town of Randolph / Same	Beanville Road, Randolph	Yard waste Compost
Randolph Lined Landfill	Town of Randolph / Same	Beanville Road, Randolph	Closed Landfill, 1998
Randolph Un-Lined Landfills (3)	Town of Randolph / Same	Beanville Road, Randolph	Three Closed Landfills, 1993
Randolph Wastewater Treatment Plant	Town of Randolph / Same	Hedding Drive, Randolph	Wastewater treatment facility
Vermont Castings Landfill	Vermont Castings / Same	Beanville Road, Randolph	Closed Landfill, 1998
Silloway Lagoon	Mr. Stuart Silloway / Same	Silloway Farm, East Randolph	Septage Lagoon
New Tech	Rob Dimmick	Hedding Dr., Randolph	Septage; Receive/Treatment
Vermont Technical College Digester	Vermont Technical College	Randolph Center	Biosolids/Food waste (SSO)
Northfield Depot/Recycling Center	Town of Northfield/Earth Waste	Dog River Road, Northfield	Transfer Station
Northfield Wastewater Facility	Town of Northfield/same	Dog River Road	Wastewater Treatment Facility

PUBLIC PARTICIPATION PLAN

The Alliance solicits public input on its draft SWIP through various avenues. There is a webpage devoted to the draft SWIP and seeks comments from visitors. Comments gathered will be sent directly to the Administrative office of the lead municipality of the Alliance through email: Secretary@randolphvt.org then will be shared with its member towns.

Notice of the opportunity to comment is made through a press releases, written notices to posting places within the Alliance region, radio announcements, announcements on social media, direct invitation to haulers, businesses associations and other stakeholders with in the Alliance region.

At least two public hearings will be schedule once ANR has approved the draft SWIP for adoption. The public will have a final opportunity to comment on the draft SWIP prior to being adopted. The Alliance will hold public meetings in FY2017 and FY2020 and continue to conduct biennial surveys to obtain feedback on new and

existing programs. Suggestions on programs are welcome and received via Secretary@randolphvt.org, or by calling any member town office.

Conformance with Other Plans

In collaboration with the Alliance, TRORC and Central Vermont Regional Plans, inclusion of each member municipality's town plan. Letters of support from both regional planning commissions supporting the Alliance is compliance with the criteria below in its recently adopted regional plan. This plan combines the Regional Plan, the Transportation Plan, and the Comprehensive Economic Development Strategy (CEDS) into one integrated plan. The section on solid waste indicates that the Alliance is responsible for the management of solid waste within each member town's jurisdiction independent from the SWIP but is included in the plan.

Support letters from TRORC included. Letter from CVRPC forthcoming.

Infrastructure & Facilities

A sustainable society minimizes the amount and toxicity of the waste it generates, reuses materials, recycles, and composts. The Alliance is responsible for the management of solid waste in its member area. The system within the Alliance is a combination of public, private, and public/private programs. The Alliance has established a range of programs and facilities to manage waste through reduction, diversion, and proper disposal. The Alliance has identified the need for and is the process of developing a regional landfill site. The tons of refuse disposed in within the Alliance have been declining over the last 5 years, while the amount of recycled materials has increased. While those trends are positive, there is room for improvement. It is estimated that 25% of the municipal solid waste sent to the landfill is comprised of recyclable materials and 30% is comprised of organic materials that could be composted.

A State law passed in 2012 (Act 148) bans disposal of certain recyclables (effective July 1, 2015), yard debris and clean wood (effective July 1, 2016), and food scraps (phased in over time) from disposal. Residents and businesses within the Alliance have been required to separate yard debris and recyclables from waste destined for disposal since 1993. The additional bans on food scraps and clean wood will have a significant impact on waste diversion within the Alliance.

Ordinances

Representatives from each member town is appointed to the Alliance Advisory Committee. Member towns are independently governed when adopting an ordinance, which addresses Solid Waste and Act 148.

Currently (at the time of this second SWIP submission), ordinances for the Variable Rate Pricing by Volume or Weight is being reviewed by the towns. Although not an ordinance the Towns of Randolph, Braintree and Brookfield follow the pricing list set at the Randolph Transfer Station. The town of Northfield follows the pricing set at the Northfield Recycling Depot/Transfer Station.

In addition to the above, the Town of Randolph has a *Solid Waste/Junk Yard* ordinance adopted on January 3, 2004.

The towns of Braintree, Brookfield, and Northfield do address solid waste and junk yard within their respective zoning bylaws. There is no enforcement ordinance at this time, but maybe considered in the near future.

**TOWN OF RANDOLPH
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION**

WHEREAS, the Town of Randolph has, by virtue of the authority granted in 24 V.S.A. § 1971 (Title 24, Chapter 59, Section 1971), and 24 V.S.A. § 2202a (a) (Title 24, Chapter 61, Subchapter 8, Section 2202a), the power to adopt, amend, repeal, and enforce ordinances, and to manage and regulate the solid waste disposal within its boundaries; and

WHEREAS, in accordance with 24 V.S.A. § 2202a (d) of Act 148, Vermont's Universal Recycling law, which requires municipalities implement a variable rate pricing system by no later than July 1, 2015; the Town of Randolph is implementing and requiring variable rate pricing charges for municipal solid waste (hereinafter "MSW") collection from residential customers for disposal based on the volume or weight of the waste collected. This requirement to implement applies to all solid waste haulers and facilities that accept and collect MSW from residential customers.

WHEREAS, Variable rate pricing systems have been shown to be one of the most effective mechanisms for decreasing the disposal of solid waste, increasing recycling and composting rates, and increasing the diversion and reuse of valuable materials from the solid waste stream. Further Variable rate pricing is more equitable or fair pricing for solid waste by charging based on the number of units of solid waste a residential customer produces.

NOW, THEREFORE, to encourage the responsible use of resources and the protection of the environment, the [Selectboard of the Town of Randolph ~~OR the SOLID WASTE DISTRICT, BOARD of SUPERVISORS~~] hereby adopts this ordinance requiring Variable rate pricing charges for collection of MSW from residential customers in the Town Randolph, Vermont.

Article I: PURPOSE; TITLE

Purpose. This ordinance is enacted to encourage the responsible use of resources and the protection of the environment.

Title. This ordinance shall be known and may be cited as the "Ordinance Requiring Variable rate pricing."

Article II: DEFINITIONS

- a. "Collection" shall mean the gathering, pickup, acceptance, and allowance to drop off municipal solid waste by both solid waste haulers and solid waste facilities such as transfer stations where drop off of municipal solid waste is permitted.
- b. "Facility" shall mean any site or structure used for treating, storing, processing, recycling, transferring or disposal of municipal solid waste. A Facility may consist of a single or several treatment, storage, recycling, or disposal locations.
- c. "Hauler" shall mean any person that collects, transports, or delivers solid waste generated within a given area.
- d. "Municipal Solid Waste" hereinafter referred to as "MSW," means combined household, commercial, and industrial waste materials generated in a given area.
- e. "Variable rate pricing" means a fee structure that charges for MSW Collection based on its weight or volume.

**TOWN OF RANDOLPH
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION**

Article III: VARIABLE RATE PRICING

Haulers and Facilities (hereinafter “Service Providers”) that provide Collection and/or drop-off disposal services for MSW to residential customers shall charge these customers for this service on the basis of the volume or weight of the MSW they produce, which is a pricing system commonly referred to as Variable rate pricing.

Each Service Provider shall establish a unit-based price to be charged for the Collection/drop-off disposal of each unit of MSW from residential customers; for example, a price per pound or a price for each 30-gallon bag or 30-gallon container that is collected or disposed of by a resident. Each larger unit of MSW, such as a 64-gallon container or a 50-gallon bag, shall carry an increased price.

The provisions of this subsection shall not be construed to prohibit any Service Provider from establishing rules and regulations regarding the safe maximum weight of bags or containers of municipal solid waste materials. A Service Provider may refuse to collect or allow disposal of any bag or container which is overloaded or which contains a MSW greater than the rated or specified volume or weight of such bag or container, or shall account for and bill the customer for the Collection of such excess MSW.

Article IV: FLAT FEE

In addition to the unit-based price charged per unit of MSW, Service Providers may, but are not required to, charge a flat fee to residential customers for the purpose of covering operational costs for collecting, transporting, and disposing of MSW.

In the event that a Service Provider elects to establish a flat fee, all bills for services provided to residential customers shall clearly show both the flat fee and the unit-based price to maintain transparency.

Nothing herein shall prevent or prohibit a Service Provider from charging additional fees for the Collection of materials such as food and yard residuals or bulky items; except however, that no Service Provider may charge a separate line item fee on a bill to a residential customer for the Collection of mandated recyclables after July 1, 2015, in accordance with state statutes. A Service Provider may incorporate the cost of the Collection cost of mandated recyclables into the cost of the Collection of solid waste and may adjust the charge for the Collection of solid waste.

Article V: FILING OF PRICING SYSTEM

The Service Provider shall file and submit evidence of their variable rate pricing system, including a breakdown of any and all fees including any flat fees, to the Town of Randolph or shall file such evidence along with their license application.

Article VI: PENALTIES AND CIVIL ENFORCMENT

a. This ordinance is a civil ordinance and enforcement shall be brought in the judicial bureau in accordance with 24 V.S.A. §§ 1974a et seq.

b. The penalties for violating this ordinance are as follows:

1st offense: Notice of Violation (written warning – demanding Variable rate pricing)

Civil Penalty Waiver Fee

2nd offense: \$100.00 \$50.00

3rd offense: \$250.00 \$125.00

**TOWN OF RANDOLPH
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION**

4th and subsequent offenses: \$500.00 \$300.00

The waiver fee is paid by a violator who admits or does not contest the violation.

Article VII: DESIGNATION OF ENFORCEMENT PERSONNEL

For the purposes of this ordinance, the Selectboard may designate any combination of the following persons as enforcement personnel: members of the Selectboard, the Town Health Officer, the Town Attorney, the Town Constable(s) and any official with law enforcement authority under Vermont law.

Article VIII: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Article IX: SEVERABILITY

This ordinance and its various parts, sentences, sections, and clauses are hereby declared to be severable. If any part, sentence, section or clause is adjudged invalid, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Article X: EFFECTIVE DATE

This ordinance shall become effective 60 days after the adoption date shown below.

Adopted this ____ day of _____, 20__.

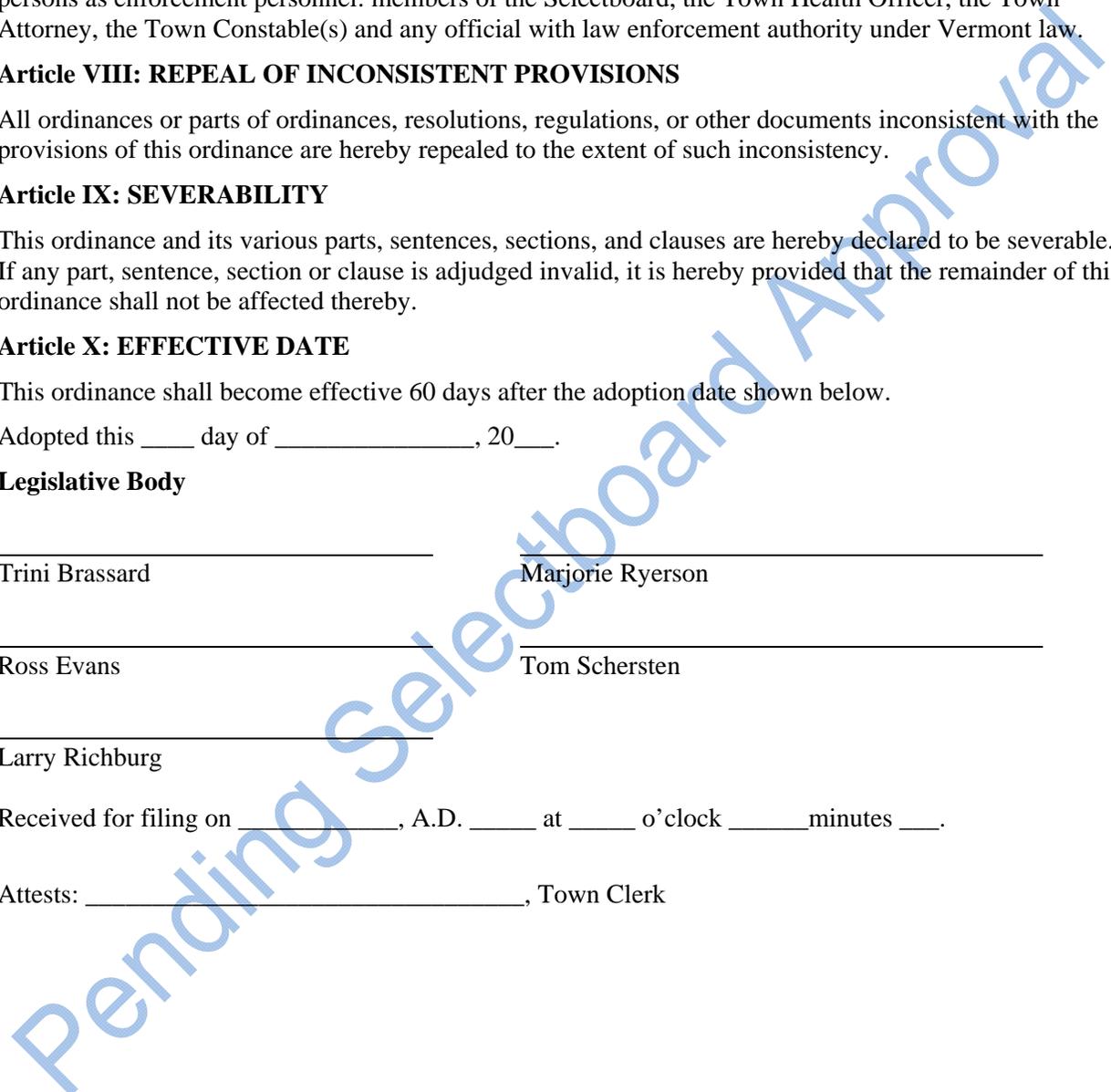
Legislative Body

_____	_____
Trini Brassard	Marjorie Ryerson
_____	_____
Ross Evans	Tom Schersten

Larry Richburg	

Received for filing on _____, A.D. _____ at _____ o'clock _____ minutes _____.

Attests: _____, Town Clerk



**TOWN OF BRAINTREE
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION**

WHEREAS, the Town of _____ has, by virtue of the authority granted in 24 V.S.A. § 1971 (Title 24, Chapter 59, Section 1971), and 24 V.S.A. § 2202a (a) (Title 24, Chapter 61, Subchapter 8, Section 2202a), the power to adopt, amend, repeal, and enforce ordinances, and to manage and regulate the solid waste disposal within its boundaries; and
WHEREAS, in accordance with 24 V.S.A. § 2202a (d) of Act 148, Vermont's Universal Recycling law, which requires municipalities implement a variable rate pricing system by no later than July 1, 2015; the Town of _____ is implementing and requiring variable rate pricing charges for municipal solid waste (hereinafter "MSW") collection from residential customers for disposal based on the volume or weight of the waste collected. This requirement to implement applies to all solid waste haulers and facilities that accept and collect MSW from residential customers.

WHEREAS, Variable rate pricing systems have been shown to be one of the most effective mechanisms for decreasing the disposal of solid waste, increasing recycling and composting rates, and increasing the diversion and reuse of valuable materials from the solid waste stream. Further Variable rate pricing is more equitable or fair pricing for solid waste by charging based on the number of units of solid waste a residential customer produces.

NOW, THEREFORE, to encourage the responsible use of resources and the protection of the environment, the [Selectboard of the Town of _____ ~~OR the _____ SOLID WASTE DISTRICT, BOARD of SUPERVISORS _____~~] hereby adopts this ordinance requiring Variable rate pricing charges for collection of MSW from residential customers in the Town of _____], Vermont.

Article I: PURPOSE; TITLE

Purpose. This ordinance is enacted to encourage the responsible use of resources and the protection of the environment.

Title. This ordinance shall be known and may be cited as the "Ordinance Requiring Variable rate pricing."

Article II: DEFINITIONS

- a. "Collection" shall mean the gathering, pickup, acceptance, and allowance to drop off municipal solid waste by both solid waste haulers and solid waste facilities such as transfer stations where drop off of municipal solid waste is permitted.
- b. "Facility" shall mean any site or structure used for treating, storing, processing, recycling, transferring or disposal of municipal solid waste. A Facility may consist of a single or several treatment, storage, recycling, or disposal locations.
- c. "Hauler" shall mean any person that collects, transports, or delivers solid waste generated within a given area.
- d. "Municipal Solid Waste" hereinafter referred to as "MSW," means combined household, commercial, and industrial waste materials generated in a given area.
- e. "Variable rate pricing" means a fee structure that charges for MSW Collection based on its weight or volume.

**TOWN OF BRAINTREE
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION**

Article III: VARIABLE RATE PRICING

Haulers and Facilities (hereinafter “Service Providers”) that provide Collection and/or drop-off disposal services for MSW to residential customers shall charge these customers for this service on the basis of the volume or weight of the MSW they produce, which is a pricing system commonly referred to as Variable rate pricing.

Each Service Provider shall establish a unit-based price to be charged for the Collection/drop-off disposal of each unit of MSW from residential customers; for example, a price per pound or a price for each 30-gallon bag or 30-gallon container that is collected or disposed of by a resident. Each larger unit of MSW, such as a 64-gallon container or a 50-gallon bag, shall carry an increased price.

The provisions of this subsection shall not be construed to prohibit any Service Provider from establishing rules and regulations regarding the safe maximum weight of bags or containers of municipal solid waste materials. A Service Provider may refuse to collect or allow disposal of any bag or container which is overloaded or which contains a MSW greater than the rated or specified volume or weight of such bag or container, or shall account for and bill the customer for the Collection of such excess MSW.

Article IV: FLAT FEE

In addition to the unit-based price charged per unit of MSW, Service Providers may, but are not required to, charge a flat fee to residential customers for the purpose of covering operational costs for collecting, transporting, and disposing of MSW.

In the event that a Service Provider elects to establish a flat fee, all bills for services provided to residential customers shall clearly show both the flat fee and the unit-based price to maintain transparency.

Nothing herein shall prevent or prohibit a Service Provider from charging additional fees for the Collection of materials such as food and yard residuals or bulky items; except however, that no Service Provider may charge a separate line item fee on a bill to a residential customer for the Collection of mandated recyclables after July 1, 2015, in accordance with state statutes. A Service Provider may incorporate the cost of the Collection cost of mandated recyclables into the cost of the Collection of solid waste and may adjust the charge for the Collection of solid waste.

Article V: FILING OF PRICING SYSTEM

The Service Provider shall file and submit evidence of their variable rate pricing system, including a breakdown of any and all fees including any flat fees, to the Town of _____ or shall file such evidence along with their license application.

Article VI: PENALTIES AND CIVIL ENFORCMENT

a. This ordinance is a civil ordinance and enforcement shall be brought in the judicial bureau in accordance with 24 V.S.A. §§ 1974a et seq.

b. The penalties for violating this ordinance are as follows:

1st offense: Notice of Violation (written warning – demanding Variable rate pricing)

Civil Penalty Waiver Fee

2nd offense: \$100.00 \$50.00

3rd offense: \$250.00 \$125.00

TOWN OF _____
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION

WHEREAS, the Town of _____ has, by virtue of the authority granted in 24 V.S.A. § 1971 (Title 24, Chapter 59, Section 1971), and 24 V.S.A. § 2202a (a) (Title 24, Chapter 61, Subchapter 8, Section 2202a), the power to adopt, amend, repeal, and enforce ordinances, and to manage and regulate the solid waste disposal within its boundaries; and
WHEREAS, in accordance with 24 V.S.A. § 2202a (d) of Act 148, Vermont's Universal Recycling law, which requires municipalities implement a variable rate pricing system by no later than July 1, 2015; the Town of _____ is implementing and requiring variable rate pricing charges for municipal solid waste (hereinafter "MSW") collection from residential customers for disposal based on the volume or weight of the waste collected. This requirement to implement applies to all solid waste haulers and facilities that accept and collect MSW from residential customers.

WHEREAS, Variable rate pricing systems have been shown to be one of the most effective mechanisms for decreasing the disposal of solid waste, increasing recycling and composting rates, and increasing the diversion and reuse of valuable materials from the solid waste stream. Further Variable rate pricing is more equitable or fair pricing for solid waste by charging based on the number of units of solid waste a residential customer produces.

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- b. "Facility" shall mean any site or structure used for treating, storing, processing, recycling, transferring or disposal of municipal solid waste. A Facility may consist of a single or several treatment, storage, recycling, or disposal locations.
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The provisions of this subsection shall not be construed to prohibit any Service Provider from establishing rules and regulations regarding the safe maximum weight of bags or containers of municipal solid waste materials. A Service Provider may refuse to collect or allow disposal of any bag or container which is overloaded or which contains a MSW greater than the rated or specified volume or weight of such bag or container, or shall account for and bill the customer for the Collection of such excess MSW.

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Article V: FILING OF PRICING SYSTEM

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b. The penalties for violating this ordinance are as follows:

1st offense: Notice of Violation (written warning – demanding Variable rate pricing)

Civil Penalty Waiver Fee

2nd offense: \$100.00 \$50.00

3rd offense: \$250.00 \$125.00

TOWN OF _____
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION

4th and subsequent offenses: \$500.00 \$300.00

The waiver fee is paid by a violator who admits or does not contest the violation.

Article VII: DESIGNATION OF ENFORCEMENT PERSONNEL

For the purposes of this ordinance, the Selectboard may designate any combination of the following persons as enforcement personnel: members of the Selectboard, the Town Health Officer, the Town Attorney, the Town Constable(s) and any official with law enforcement authority under Vermont law.

Article VIII: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Article IX: SEVERABILITY

This ordinance and its various parts, sentences, sections, and clauses are hereby declared to be severable. If any part, sentence, section or clause is adjudged invalid, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Article X: EFFECTIVE DATE

This ordinance shall become effective 60 days after the adoption date shown below.

Adopted this ____ day of _____, 20__.

Legislative Body

John Benson

Corey Haggett

Jeff Kimmel

Received for filing on _____, A.D. _____ at _____ o'clock _____ minutes _____.

Attests: _____, Town Clerk

Pending Selectboard Approval

TOWN OF _____
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION

WHEREAS, the Town of _____ has, by virtue of the authority granted in 24 V.S.A. § 1971 (Title 24, Chapter 59, Section 1971), and 24 V.S.A. § 2202a (a) (Title 24, Chapter 61, Subchapter 8, Section 2202a), the power to adopt, amend, repeal, and enforce ordinances, and to manage and regulate the solid waste disposal within its boundaries; and

WHEREAS, in accordance with 24 V.S.A. § 2202a (d) of Act 148, Vermont's Universal Recycling law, which requires municipalities implement a variable rate pricing system by no later than July 1, 2015; the Town of _____ is implementing and requiring variable rate pricing charges for municipal solid waste (hereinafter "MSW") collection from residential customers for disposal based on the volume or weight of the waste collected. This requirement to implement applies to all solid waste haulers and facilities that accept and collect MSW from residential customers.

WHEREAS, Variable rate pricing systems have been shown to be one of the most effective mechanisms for decreasing the disposal of solid waste, increasing recycling and composting rates, and increasing the diversion and reuse of valuable materials from the solid waste stream. Further Variable rate pricing is more equitable or fair pricing for solid waste by charging based on the number of units of solid waste a residential customer produces.

NOW, THEREFORE, to encourage the responsible use of resources and the protection of the environment, the [Selectboard of the Town of _____ *OR the _____ SOLID WASTE DISTRICT, BOARD of SUPERVISORS _____*] hereby adopts this ordinance requiring Variable rate pricing charges for collection of MSW from residential customers in the Town of _____], Vermont.

Article I: PURPOSE; TITLE

Purpose. This ordinance is enacted to encourage the responsible use of resources and the protection of the environment.

Title. This ordinance shall be known and may be cited as the "Ordinance Requiring Variable rate pricing."

Article II: DEFINITIONS

- a. "Collection" shall mean the gathering, pickup, acceptance, and allowance to drop off municipal solid waste by both solid waste haulers and solid waste facilities such as transfer stations where drop off of municipal solid waste is permitted.
- b. "Facility" shall mean any site or structure used for treating, storing, processing, recycling, transferring or disposal of municipal solid waste. A Facility may consist of a single or several treatment, storage, recycling, or disposal locations.
- c. "Hauler" shall mean any person that collects, transports, or delivers solid waste generated within a given area.
- d. "Municipal Solid Waste" hereinafter referred to as "MSW," means combined household, commercial, and industrial waste materials generated in a given area.
- e. "Variable rate pricing" means a fee structure that charges for MSW Collection based on its weight or volume.

TOWN OF _____
CIVIL ORDINANCE
VARIABLE RATE PRICING BY VOLUME OR WEIGHT
FOR MUNICIPAL SOLID WASTE COLLECTION

Article III: VARIABLE RATE PRICING

Haulers and Facilities (hereinafter “Service Providers”) that provide Collection and/or drop-off disposal services for MSW to residential customers shall charge these customers for this service on the basis of the volume or weight of the MSW they produce, which is a pricing system commonly referred to as Variable rate pricing.

Each Service Provider shall establish a unit-based price to be charged for the Collection/drop-off disposal of each unit of MSW from residential customers; for example, a price per pound or a price for each 30-gallon bag or 30-gallon container that is collected or disposed of by a resident. Each larger unit of MSW, such as a 64-gallon container or a 50-gallon bag, shall carry an increased price.

The provisions of this subsection shall not be construed to prohibit any Service Provider from establishing rules and regulations regarding the safe maximum weight of bags or containers of municipal solid waste materials. A Service Provider may refuse to collect or allow disposal of any bag or container which is overloaded or which contains a MSW greater than the rated or specified volume or weight of such bag or container, or shall account for and bill the customer for the Collection of such excess MSW.

Article IV: FLAT FEE

In addition to the unit-based price charged per unit of MSW, Service Providers may, but are not required to, charge a flat fee to residential customers for the purpose of covering operational costs for collecting, transporting, and disposing of MSW.

In the event that a Service Provider elects to establish a flat fee, all bills for services provided to residential customers shall clearly show both the flat fee and the unit-based price to maintain transparency.

Nothing herein shall prevent or prohibit a Service Provider from charging additional fees for the Collection of materials such as food and yard residuals or bulky items; except however, that no Service Provider may charge a separate line item fee on a bill to a residential customer for the Collection of mandated recyclables after July 1, 2015, in accordance with state statutes. A Service Provider may incorporate the cost of the Collection cost of mandated recyclables into the cost of the Collection of solid waste and may adjust the charge for the Collection of solid waste.

Article V: FILING OF PRICING SYSTEM

The Service Provider shall file and submit evidence of their variable rate pricing system, including a breakdown of any and all fees including any flat fees, to the Town of _____ or shall file such evidence along with their license application.

Article VI: PENALTIES AND CIVIL ENFORCMENT

a. This ordinance is a civil ordinance and enforcement shall be brought in the judicial bureau in accordance with 24 V.S.A. §§ 1974a et seq.

b. The penalties for violating this ordinance are as follows:

1st offense: Notice of Violation (written warning – demanding Variable rate pricing)

Civil Penalty Waiver Fee

2nd offense: \$100.00 \$50.00

3rd offense: \$250.00 \$125.00

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VARIABLE RATE PRICING BY VOLUME OR WEIGHT
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4th and subsequent offenses: \$500.00 \$300.00

The waiver fee is paid by a violator who admits or does not contest the violation.

Article VII: DESIGNATION OF ENFORCEMENT PERSONNEL

For the purposes of this ordinance, the Selectboard may designate any combination of the following persons as enforcement personnel: members of the Selectboard, the Town Health Officer, the Town Attorney, the Town Constable(s) and any official with law enforcement authority under Vermont law.

Article VIII: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts of ordinances, resolutions, regulations, or other documents inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Article IX: SEVERABILITY

This ordinance and its various parts, sentences, sections, and clauses are hereby declared to be severable. If any part, sentence, section or clause is adjudged invalid, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Article X: EFFECTIVE DATE

This ordinance shall become effective 60 days after the adoption date shown below.

Adopted this ____ day of _____, 20__.

Legislative Body

Lynn Doney

K. David Maxwell

Matthew Gadbois

John Quinn, III

Kenneth W. Goslant

Received for filing on _____, A.D. _____ at _____ o'clock _____ minutes _____.

Attests: _____, Town Clerk

Pending Selectboard Approval

TOWN OF RANDOLPH, VERMONT

SOLID WASTE AND JUNKYARD ORDINANCE

Adopted
November 4th, 2003

Effective
January 3rd, 2004

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ARTICLE I

AUTHORIZATION AND PURPOSE

SECTION 101 – AUTHORITY

This ordinance is adopted under 24 VSA, chapter 59 §§1971, 1974a and 1977 *et seq*, and chapter 61 §2202a. Section 1971 authorizes the Town of Randolph to adopt, amend, repeal ordinances in general. Sections 1974a and 1977 *et seq* govern the enforcement of this ordinance. And Section 2202a requires the Town of Randolph to manage and regulate the storage and collection of solid wastes within its boundaries.

SECTION 102 – PURPOSE

The purpose of this ordinance is to preserve the public health, prevent pollution and secure the protection of the environment. This ordinance is intended to ensure that solid waste is collected and disposed of in a manner which will promote sanitary and healthful conditions.

SECTION 103 – ENFORCEMENT OFFICER

- A. The Enforcement Officer shall be the designated official with the authority to administer and enforce the provisions of this ordinance.
- B. The Enforcement Officer shall be appointed by the Selectboard. This person may also hold other duties within the Town, such as Health Officer, Sewage Officer or Zoning Administrator.
- C. In the event that the Enforcement Officer is absent or has a conflict of interest, the Town Manager shall perform the functions of the Enforcement Officer for such event.

SECTION 104 – GENERAL APPLICABILITY

- A. All solid waste shall be collected and disposed of in accordance with this ordinance. This ordinance shall not apply to property owned by the Town of Randolph.
- B. Nothing in this ordinance shall be interpreted as affecting the operation or use of a solid waste management facility certified under 24 VSA chapter 159.

SECTION 105 – SEPARABILITY

- A. Should any section or provision of this ordinance be adjudicated unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole and all provisions not specifically deemed invalid shall continue in full force and effect.
- B. Whenever the provisions of this ordinance differ from those prescribed by any statute, ordinance or other regulations, state or local, the provision which imposes the greater restriction or higher standard shall govern.

SECTION 106 – REFERENCE TO OTHER REGULATIONS

Reference is made to the Randolph Zoning Regulations and its jurisdiction over the development of property. This ordinance does not negate the need for other permits or approvals that are required in the Zoning Regulations.

ARTICLE II

DEFINITIONS

SECTION 201 – DEFINITIONS

The definitions contained in 10 VSA chapter 159 §6602 as currently in force and as may be amended in the future, shall be applicable throughout this ordinance. Those definitions below and marked with an asterisk (*) are repeated from §6602 for convenience. Furthermore, unless otherwise expressly state in this ordinance, the other terms defined shall, for the purpose of this ordinance, have the meaning contained herein.

SECTION 202 – RULES FOR THE CONSTRUCTION OF LANGUAGE

Words in the present tense include the future tense, the single number includes the plural and vice-versa unless the context clearly indicates the contrary. The word “shall” is always mandatory, and not directory. The word “may” is permissive.

SECTION 203 – WORDS DEFINED

Abandoned – To leave without claimed ownership for thirty (30) or more days.

Abutting Property Owner – Any person that legally owns the real property that shares a common boundary with any portion of the property of another. Abutting shall also include property that is across a road or highway from another property.

Air Contaminants – Dust, fumes, mist, smoke, other particulate matter, vapor, gas, odorous substances, or any combination thereof.

Day – Each calendar day.

Day, Business – Each calendar day that the Randolph Town Offices are open.

Disposal* – The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any ground or surface waters.

Emission – A release of air contaminants into the outdoor atmosphere.

Enforcement Officer – The person designated to administer and enforce this ordinance.

Hauler, Residential – Any individual who collects, transports and disposes of residential solid waste from their own individual residence that is located within the Town or a member community or organization.

Hazardous Waste* – Waste or combination of wastes of a solid, liquid, contained gaseous, or semi-solid form, including but not limited to those which are toxic, corrosive, ignitable, reactive, strong sensitizers, or which generate pressure through decomposition, heat or other means. Hazardous waste is further defined in 10 VSA §6602.

Highway – Any road, street or other public, regardless of classification. A private road that serves as the deeded access to two or more properties shall be considered a “highway.”

Household Appliance – Any range, stove, refrigerator, washing machine, dishwasher, clothes dryer, water pump, power tool and the like.

Junk – Any old or discarded scrap copper, brass, iron, steel or other metals, or materials including but not limited to tires, household appliances, furniture, rope, rags, batteries, glass, rubber debris, waste trash,

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construction debris, plumbing fixtures, or any discarded, dismantled, wrecked, scrapped or ruined motor vehicle or parts thereof. Any of the above item used in an accepted agricultural practice are excluded from this definition.

Junk Motor Vehicle – A discarded, dismantled, wrecked, scrapped or ruined motor vehicle or major parts thereof, an unregistered motor home not connected to water and/or sewer, or a vehicle other than an on-remise utility vehicle which is allowed to remain unregistered for a period of thirty (30) days form the date of discovery.

Junkyard – Any place of outdoor storage or deposit that is maintained, operated or used in connection with a business for storing, keeping, processing, buying or selling junk or as a scrap metal processing facility. “Junkyard” also means any place of outdoor storage or deposit, not in connection with a business, which is maintained or used for the storing or keeping of four or more junk motor vehicles or an accumulation of junk and is located in public view. However, the term does not include a solid waste management facility that is certified under 24 VSA chapter 159, nor does it include an auto repair garage or autobody shop where wrecked or disable motor vehicles are stored for less than ninety (90) days for inspection or repairs.

Member Community or Organization – Any community, municipality, business entity or institution having a contract with the Town for use of the Town of Randolph Solid Waste Facility.

Motor Vehicle – Any vehicle propelled or drawn by power other than muscular power, including trailers. Functional vehicles and equipment used for agricultural and construction operations are excluded from this definition.

Person* – Any individual, partnership, company, corporation, association, unincorporated association, join venture, trust, municipality, the state of Vermont or any agency, department or subdivision of the state, federal agency, or any other legal or commercial entity.

Public Hearing, Duly Warned – An open meeting whereby a notification of the meeting is published in a newspaper of general circulation in the Town and at least three (3) public places within the Town including in or near the Town Clerk’s office. Such notification shall include the date, time and place of the hearing, and the reason for the hearing.

Public View – A place or item that is visible from the traveled way of any highway or town road, or visible to an abutting landowner from that portion of the abutter’s land used on a regular basis.

Recyclable – Any type of waste designed by the Town to be collected and separated for reuse/recycling.

Solid Waste* - Any discarded garbage, refuse, septage, sludge from a waste treatment plant, water supply plant, or pollution control facility and other discarded material including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, commercial, mining, or agricultural operations and from community activities but does not include animal manure and absorbent bedding used for soil enrichment or solid or dissolved materials in industrial discharges which are point sources subject of permits under the Water Pollution Control Act (10 VSA chapter 47).

Solid Waste Facility* - All contiguous land, structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of waste. A facility may consist of several treatment, storage or disposal operations units.

Solid Waste Facility, Town of Randolph – The facilities owned by the Town and certified by the State of Vermont under 10 VSA chapter 159, including but not limited to the landfill and the transfer station.

Storage* - The actual or intended containment of wastes, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of such wastes.

Town – Town of Randolph, Vermont.

Town Manager – The Town Manager of the Town of Randolph, Vermont.

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Traveled Way - That portion of a public highway or named private road designed for the movement of a motor vehicle, shoulders, and roadside parking, rest, observation areas, and other areas immediately adjacent and contiguous to the traveled portion of the roadway.

VSA - Vermont Statutes Annotated.

Waste* - A material that is discarded or is being accumulated, stored, or physically, chemically or biologically treated prior to being discarded or has served its original intended use and is normally discarded or is a manufacturing or mining by-product and is normally discarded.

ARTICLE III

SOLID WASTE STORAGE, COLLECTION and DISPOSAL

SECTION 301 – STORAGE

Solid waste, other than yard waste, may not be stored or otherwise left out of doors unless it has been placed in a proper waste container.

SECTION 302 – COMMERCIAL AND RESIDENTIAL HAULERS

- A. All commercial haulers of solid waste in the Town shall register with the Town Manager and such registration shall constitute authorization to collect solid waste. Authorizations may be revoked for any violation of this ordinance.
- B. The Town may designate the disposal location for all solid waste collected in or from a member community or organization.
- C. The Town may set a registration fee and may require all commercial haulers to charge for collection charges and hauling services on a per quantity basis. The Town may require documentation that charges are based on a per quantity basis, such information would be considered proprietary and consequently would not be made public.
- D. Residential haulers are not required to register with the Town Manager.
- E. No person having custody of collected residential, industrial or commercial solid waste for disposal shall permit or cause any solid waste within their control to become a hazard to public travel, health or safety or to become a nuisance of any sort. Such solid waste shall be totally enclosed in a vehicle or else covered with a suitable tarp or other covering that does not allow any of the waste to become airborne or otherwise leave the vehicle at any time during transport.

SECTION 303 – UNAUTHORIZED HAULERS

Other than residential haulers, all persons shall be authorized by the Town to collect solid waste. This provision does not apply to “green-up” efforts along road ways.

SECTION 304 – HAZARDOUS WASTES

- A. It shall be unlawful to dispose of any hazardous waste except in a facility certified or approved by the State of Vermont to accept such hazardous wastes.
- B. Except as provided for above, household hazardous waste may be disposed of as directed by the Town during its designated “household hazardous waste day.”

SECTION 305 – ILLEGAL DISPOSAL

- A. It shall be unlawful to deposit, dump or leave solid waste of any kind at the Town’s solid waste facility or adjacent thereto when the facility is not open.
- B. It shall be unlawful to deposit in a municipally-owned or maintained disposal container any solid waste other than that created or originated in any public building or on any public grounds or highways, or on the person utilizing said building or grounds.
- C. It shall be unlawful for any person to deposit any solid waste in any privately-owned or maintained disposal container other than their own without the consent of the owner. The owner of such shall be responsible for all solid waste deposited with their consent.

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- D. Except as provided herein, it shall be unlawful for any person to deposit, dump, dispose of, or allow the disposal of any solid waste on any land or into any water within the Town, public or private, except at the Town's solid waste facility or other solid waste management facility certified under 24 VSA chapter 159.

ARTICLE IV

JUNK MOTOR VEHICLES AND JUNKYARDS

SECTION 401 – JUNK MOTOR VEHICLES

- A. A property that has four or more junk motor vehicles shall be considered a junkyard and shall meet the requirements for such herein, the state statutes and the Zoning Regulations.
- B. A property may have up to three junk motor vehicles. However, if more than one (1) junk motor vehicle is on a property, all such vehicles shall be kept out of public view, as defined herein.

SECTION 402 – JUNKYARDS

- A. A person who wishes to operate a junkyard shall obtain a state license pursuant to 24 VSA §§2261 – 2264 and a local zoning permit pursuant to the Zoning Regulations.
- B. In addition to the requirements of the above-references statutes and regulations, all junkyards, scrap yards and places of outdoor storage of junk shall be effectively screened from public view, as defined herein, by a fence or vegetation and the following screening requirements shall apply:
 - 1. Any fence or vegetation shall be at least eight (8) feet in height when installed or planted.
 - 2. Any fence shall be of sound construction and of solid vertical board or “stockade”-type construction, and shall be maintained neatly and in good repair.
 - 3. Any vegetation used for screening shall be of sufficient density so that it effectively screens the area from view year-round.
 - 4. Any vegetation shall be maintained in a healthy and living condition. Any gaps in the vegetation caused by poor health of the plantings or dead trees shall be replaced or new vegetation shall be planting that covers the gaps and provides a continuous screening of the junkyard.
- C. Failure to provide screening as required above shall be considered a violation of this ordinance.

ARTICLE V

ENFORCEMENT

SECTION 501 - ENFORCEMENT

- A. Each day a property owner neglects or refuses to comply with the provisions of this ordinance shall be a violation. A violation of this ordinance shall be a civil matter which may be enforced in accordance with the provisions of 24 VSA S. 1974a and S. 1977 and as described herein. The Enforcement Officer shall be authorized to act as the Issuing Municipal Official to issue and pursue a municipal complaint before the Traffic and Municipal Ordinance Bureau.
- B. Once the Enforcement Officer has determined that a violation exists, the Officer may issue a Notice of Violation before issuing a municipal complaint for a first offense of this ordinance in any calendar year. Said Notice shall include, as a minimum, the following:
1. The date the violation was first observed.
 2. The nature of the violation.
 3. What needs to be done to cure the violation.
 4. The date by which the violation must be cured.
 5. Notification that if the violation is not cured by the date set forth in item 4, then a Vermont Municipal Complaint ticket may be issued or the Selectboard may seek injunctive relief.
 6. The fines and waiver fees associated with the ticket.
 7. Notification of the violator's right to appeal, as provided for herein.
- C. If a violator fails to cure the violation by the date specified in the Notice of Violation, fails to appeal the Enforcement Officer's Notice of Violation as provided for herein, or if the Selectboard, upon appeal and following the procedure set forth herein, decides that a violation exists, the Enforcement Officer shall either:
1. Issue a Vermont Municipal Complaint ticket with a civil penalty in the following amounts for each violation:

First offense	\$ 50
Second offense	100
Third offense	150
Fourth offense	200
Fifth offense	250
Sixth offense	300
Seventh offense	350
Eighth offense	400
Ninth offense	450
Tenth and subsequent offenses	500
- Offenses shall be counted on a calendar year basis.
2. With Selectboard approval and on its behalf, shall enforce this matter pursuant to 24 VSA Ch. 59 and commence civil action to obtain injunctive and other appropriate relief or to pursue any other remedy authorized by law.

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D. The Enforcement Officer is authorized to recover a waiver fee, in lieu of a civil penalty, in the following amount, for any person who declines to contest a municipal complaint and pays the waiver fee for each violation:

First Offense	\$ 25
Second offense	50
Third offense	75
Fourth and subsequent offenses	100

Offenses shall be counted on a calendar year basis.

SECTION 502 - APPEALS

A. Rights and Time Frames for Appeals

1. The issuance of a Notice of Violation may be appealed within 15 days of such issuance by the person to whom the Notice was issued.
2. Such an appeal shall be made in writing to the Clerk of the Selectboard within 15 days of such issuance. The Notice of Appeal shall include, as a minimum, the nature of the alleged violation as determined by the Enforcement Officer and the reason and basis of the appeal. A copy of the appeal shall be sent to the Enforcement Officer.
3. In the interest of creating finality of decisions, the time frames for filing an appeal established in this subsection shall be final and not extended. No appeals shall be considered if these time frames are not met.

B. Action by the Selectboard

1. The Selectboard shall hold a duly warned public hearing within 45 days of receipt of an appeal and shall render a decision within 15 days after the close of the final hearing.
2. All time frames established in this subsection B are guidelines. Every effort shall be made to meet these time frames. It is understood that, in rare circumstances, these time frames may not be met. Failure to meet these time frames shall have no effect on any outcome and shall not create deemed approval of the appeal.
3. All decisions resulting from this subsection B shall be in writing and shall include findings of facts and conclusions and shall be final.

Haulers/Operators of Transfer Station Facilities

All Clean Phone: 802-485-4210
121 Halstrom Road, Northfield, VT 05060 : Weekly residential subscription for curbside trash collection with recycling, free metals pick up, Stationary pay as you go drop off at Kenyon's Hardware at 93 North Main Street, Northfield, VT

Benson Rubbish Removal Phone: 802-234-5003
RR 1, Bethel, VT 05032 Weekly residential subscription trash collection, Weekly residential subscription recyclable collection

Clayton Butterfield Phone 802-728-3389
7 School Street, Randolph, VT 05060: Weekly residential curbside pickup with recycling collection

Casella Waste Management Phone: 802-651-5454 or 802-229-7045
220 Avenue B, Williston, VT 05495: Weekly residential curbside subscription trash collection, Weekly residential subscription & commercial dumpster collection, Roll-Off service for C&D, Under contract with the Town of Randolph (owner) operates the Randolph Transfer Station at 73 Landfill Road, Randolph. This transfer station is a pay as you go with free recycling and some metals and seasonal clean wood designate area. (See Price Rates for Transfer Station)

Earth Waste Management Phone 802-775-7722
PO Box 68, Rutland, Vermont 05702 Under contract with the Town of Northfield (owner) operates the Northfield Recycling Depot Transfer Station at 69 Dog River Road, Northfield. The transfer station is pay as you go with free recycling and some metals and a seasonal clean wood designated area. (See Price Rates for Transfer Station).

Haggett Rubbish Phone: 802-276-3004
7623 VT Route 14, Brookfield, VT 05036: Weekly residential subscription trash collection, Roll-Off service for C&D, and Weekly residential dumpster trash collection

Litchfield Rubbish Phone: 802-234-2118
PO Box 151, Randolph, VT 05060: Weekly residential curbside pickup with recycling and a Stationary pay as you go drop-off on Saturdays at 12 South Main Street, Randolph, VT near the Railroad tracks.

Myers Containers Phone: 802-655-4312
PO Box 38, Winooski, VT 05404: Roll-Off service for C&D, Weekly residential dumpster trash collection, Weekly residential dumpster recyclable collection and Portable Toilets.

Pete (Simon) and Cassandra Mears Phone: 802-728-9104
330 Hebard Hill Road, Randolph, VT 05060: weekly curbside trash collection, collects metals on property for salvage.

Scotty B's Phone: 802-485-8705 or 802-371-7185
45 Summer Street, Northfield, VT 05663 : Weekly residential subscription trash collection with recycling, Free recycling of metals except Freon appliance for a charge, Stationary pay as you go drop off at Irving/Convenience Plus store on Saturdays only with a permanent pay as you go drop off in back of the Police/Fire Station at 110 Wall Street, Northfield, Vermont

Biosolids & Solid Waste Facilities

Randolph Transfer Station
Landfill Rd, Randolph, VT 05060
Open: W & F 8-1 and Sat. 8-1p.m.

Owner: Town of Randolph, Town Manager
PO Drawer B, 7 Summer Street
Randolph, VT 05060
T: 802-728-5433 x 10
Operated by Casella Waste Management

Randolph Wastewater Treatment Facility
10 Hedding Drive, Randolph VT 05060

Owner: Town of Randolph (same contact above)
Operator: Elizabeth Walker, W/Ww Superintendent
T: 802-728-9079

Randolph Clean Wood Designated area
Landfill Road, Randolph VT 05060

Owner: Town of Randolph (same contact above)
Responsible Department: Bill Morgan, Highway Ops Mgr
T: 802-728-5433 x 19 or 802-249-5758

Northfield Recycling Depot/Transfer Station
69 Dog River Rd, Northfield, VT 05663
Open: W 8-12 & Sat. 8-3

Owner: Town of Northfield, Town Manager
51 South Main Street, Northfield VT 05663
T: 802-485-6121
Operated by: Earth Waste

Northfield Wastewater Treatment Facility
242 Dog River Rd, Northfield, VT 05663

Owner: Town of Northfield (same contact above)
Operator: Patrick Demasi, Utility Superintendent

NewTech
11 Hedding Drive, Randolph, VT 05060

Owner/Operator: Rob Dimmick
Same as facility location
T: 802-728-9170

Dimmick Wastewater Svc (same location)

T: 728-3805

Silloway Septic Service
Silloway Lagoon
East Randolph, VT 05041

Owner/Operator: Stewart Silloway
14 School Street, Randolph VT 05060
T: 802-728-5308

Vermont Castings Landfill
1131 Beanville Road, Randolph VT 05060

Owner/Operator: Vermont Castings
Same as facility location
T: 802-234-2300

VTC Anaerobic Digester
Off of Furnace Road, Randolph Center, VT

Owner: VTC/State Colleges
PO Box 500, Randolph Center, VT 05061
T: 802-728-1000
Operator: Mary O'Leary

VARIABLE RATE PRICING PLAN

Currently follow the rate pricing at the Randolph Transfer Station and the Northfield Recycling Depot/Transfer Station

Haulers will be requested to submit their variable rate pricing plan to the Alliance each year by the end of June.

Variable Rate Pricing Provision:

Unit-Based Rates. Drop-Off, Transfer, and Disposal Facilities and Haulers shall charge residential, institutional, and commercial customers based on the volume or weight of Solid Waste destined for Disposal that is collected at rates that provide a reasonable economic incentive to their customers to reduce the amount of Solid Waste destined for Disposal that they generate.

- 1) Residential Rates for Curbside Service. In compliance with 10 V.S.A. §6607a(h), the fees for collection of residential Mandatory Recyclables shall be combined on invoices with fees for Solid Waste destined for Disposal and not itemized. Additional fees for additional service, such as collection of yard trimmings or food scraps, special pickups for bulky items, or backdoor service, are permitted.
- 2) Residential Rates for Self-Haulers. Operators of Drop-Off, Transfer, and Disposal Facilities shall offer a base unit of Disposal service of 33 gallons or less or offer service by weight of municipal Solid Waste destined for Disposal that is delivered by residents to their Facility. Operators of Drop-Off, Transfer, and Disposal Facilities shall charge per unit of municipal Solid Waste destined for Disposal that is delivered to their Facility and shall charge the same fee per each additional equal unit of Solid Waste destined for Disposal. There shall be no charge for residential Mandatory Recyclables accepted at the Facility.
- 3) Filing of Pricing System. Haulers shall submit evidence of their residential unit-based pricing schedule annually to the District by May 1 for approval.

Randolph Transfer Price List
250 Landfill RD Randolph VT 05060

Wed, Fri, Sat
 W,F = 8 - 3:00 PM
 S = 8 - 1:00 PM

Effective July 1, 2014

Trash

15 Gallon Bag	\$2.35 per bag
30 Gallon Bag	\$3.85 per bag
45 Gallon Bag	\$5.40 per bag
Wood Debris	Free per yard
Anything Over 45lbs is \$XXXX per 5lbs	\$0.50 per 5 pounds

By The Ton

Homeowners

Trash In-District	\$126.49 per ton
C&D In-District	\$126.49 per ton
Trash Out-District	\$126.49 per ton
C&D Out-District	\$126.49 per ton
Minimum Scale fee for Trash	\$36.00

Hauler

Trash In-District	\$121.05 per ton
C&D In-District	\$121.05 per ton
Trash Out-District	\$121.05 per ton
C&D Out-District	\$121.05 per ton
Recycling	\$75.00 per ton
Minimum Scale fee for Trash	\$36.00

Recycling Prices Resident or Self Haul Commercial

Recyclables Separated by Customer

15 Gallon Bins	Free
30 Gallon Bag	Free
OCC per Yard	Free

Recyclables Not Separated by Customer

15 Gallon Bins	Free	per bin
30 Gallon Bag	Free	per bag
OCC per Yard	Free	per yard

Metal Scrap (small)	Free	
Misc Metals	Free	
Oil per Gallon	\$3.00 per gallon	

Appliances

Washers	Free	
Dryers	Free	
Dishwashers	Free	
Stoves	Free	
Compactors	Free	
Gas Grill (no propane tank)	Free	
Propane Tank 20 lbs	Free	Valve must be removed
Propane Tank 30 lbs	Free	Valve must be removed
Hot water heaters	Free	
Large Bike	Free	
Small Bike	Free	
Push mowers (no gas)	Free	
Snow blower (no gas)	Free	
Riding Mower (no gas)	Free	
Refrigerators	\$30.00	Freon allowed
Freezers	\$30.00	Freon allowed
AC units	\$15.00	Freon allowed
Dehumidifiers/humidifiers	Free	
Mattresses		
Twin	\$10.00	
Full	\$10.00	
Queen	\$10.00	
King	\$10.00	
Box Spring	\$10.00	
Furniture		
Sofa	\$10.00	
Sleeper Sofa	\$15.00	
Recliner	\$10.00	
Over stuff chair	\$10.00	
Carpet 10x12	\$10.00	
Carpet 10x12 w/ pad	\$15.00	
Toilet	\$5.00	
Tires		
Car & Pickup Tires W/out Rims	5.00	
Car & Pickup Tires W/ Rims	7.50	
Big Truck Tires	30.00	Tractor trailer tires
Small Tractor Tires	20.00	
Car Batteries	Free	
Rims up to 16"	Free	Rim only considered metal
Rims over 16"	Free	Rim only considered metal

Electronics

Cell phones	\$1.00	
Walkmans	\$1.00	
toasters	Free	Metal pile
blenders	Free	Metal pile
reg phones	\$2.00	
clocks	\$2.00	
radios	\$2.00	
mixers	Free	Metal pile
cameras	\$2.00	
Fax machines	\$5.00	
VCR's /DVD Players	\$5.00	
TV's 12" or smaller	Free	
TV's greater than 12"	Free	
Stereos	\$5.00	
Microwaves	\$5.00	
CPU's	Free	
Monitors	Free	
Whole Computer Systems	Free	
Large copiers	\$10.00	
Console TV's	Free	
Large Stereo's	\$5.00	
Lamps	\$2.00	Free if made of metal
Computer Printer	Free	

TRASH RELATED ITEMS

Bagged household trash	\$3 per 15 gal./12.5 lbs. \$4 for 30 gal./25 lb. bag \$6 per bag over 25 lbs.
Carpet or Padding	6' x 8' is the largest accepted *will be charged a \$4 per 25 lb. bag equivalent
Mattresses/Box springs	\$15 each Only exception is crib size for \$5
Couches	Minimum \$20; \$4 per 25 lbs. (Ex: love seat & up)
Recliners	Minimum \$15; \$4 per 25 lbs.

RECYCLABLES (Including Cardboard)

Comingled	FREE
Source Separated	FREE

ELECTRONICS

	VT electronic laws posted at site
Computer Systems	Free
Television	Free
Electronic device	Free
Large copier	\$20 / each
Small electronic device	Free

METAL

Scrap Metal	FREE
Appliance	FREE
Refrigerators/Freezers/AC units	\$15 /each (requires CFC removal)
Commercial Refrigerators	\$75 /each (requires CFC removal)
Helium Tanks	\$2 / each requires valve removal
Propane Tanks	\$10 for 20 lb. tank; \$1 for smaller tank *LP gas tanks and cylinders only; 20 lb. size limit

TIRES

Maximum of 20 tires per day, per customer.	\$2.50 per car tire with or without rims (13" to 16") \$5.50 per truck tire without rims (16.5" to 24")
For larger loads, please call ahead	\$7.50 per truck tire with rims \$75 per heavy equipment tire (24.5" & up)

CONSTRUCTION DEMO

	Barre, Northfield & Hardwick; others as advertised
Grindable only	\$55/yd
Sorted Asphalt	\$45/yd

FREE

Household hazardous waste (3 advertised per year)
Scrap metal or appliances (other than refrigeration/AC)
Brush & compost (yard waste, leaves or grass)
Untreated wood

Intermunicipal Agreement

This AGREEMENT, dated as of _____, 2015, is between the TOWN OF RANDOLPH, VERMONT, a duly organized and validly existing Vermont municipal corporation (RANDOLPH), and the TOWNS OF NORTHFIELD, BRAINTREE AND BROOKFIELD, each duly organized and validly existing Vermont municipal corporations (BRAINTREE BROOKFIELD, AND NORTHFIELD) for the purpose of forming the MOUNTAIN ALLIANCE. Herein referred to as the “Towns”

DEFINITIONS

“Agreement” means this agreement as amended or supplemented from time to time accordance to its terms.

“Construction and Demolition Debris” means road, bridge or highway construction debris, concrete, masonry, mortar, untreated wood, sheetrock, bricks, stumps, brush, and other categories of inert waste deemed suitable by the Secretary of the Agency of Natural Resources, that typically are not the source of fires, habitat for vermin, discharge of leachate, or other threats to public health and safety, environmental, or the creation of a nuisance as evidenced by the certification for disposition in a Construction and Demolition Debris landfill.

“Enterprise Fund” means the account established by Randolph through which all revenues and expenses for management of all Municipal Solid Waste facilities and support programs will be managed.

“Municipal Waste” means all waste, garbage, trash, rubbish and refuse that is normally disposed of by, or collected from residential, commercial, institutional, and industrial establishments excluding waste outlined in 10 VSA§ 6621a: Tires; Explosives; Asbestos and/or asbestos contaminated (friable) construction material, and demolition debris; Barrels, drums and liquid receptacles; Hazardous Waste (other than non-regulated hazardous waste; Lead acid and mercuric oxide batteries; waste oil; Appliances; Paint, paint remover, paint thinner, stains, and varnishes; Nickel-cadmium batteries or other rechargeable batteries; any waste banned from disposal in the landfill by federal or state laws, rules or regulations including pathological wastes or biomedical wastes.

“Solid Waste Implementation Plan” means a document mandated by 10 VSA Chapter 159 Sections 6601–6656, created by the towns of Randolph, , Braintree, Brookfield, and Northfield and approved by the Agency of Natural Resources, Environmental Conservation, Division of Solid Waste Management.

“Transfer Stations” means: 1) the Randolph Transfer Station, which is owned by the Town of Randolph and operates under a lease agreement with Casella Waste Management (CWM); and 2) the Northfield Transfer Station, which is owned by the Town of Northfield and operates under a separate agreement for services.

RECITALS

Whereas the Towns acknowledge that there is a critical need to eliminate, mitigate and prevent the adverse environmental and public health effects associated with the collection, processing and disposal of solid waste from whatever source derived, including municipal, industrial, domestic, commercial and other sources or activities;

Whereas the Towns desire to maintain full local authority and enforcement control over solid waste management and recycling activities within their own town;

Whereas the Towns recognize that recycling conserves natural resources, reduces reliance on landfilling and incineration of waste, and can be cost-effective; the members support the State of Vermont's goal to maximize the diversion of recyclable materials from the waste stream; therefore the members wish to work together in a cooperative effort to increase their recycling and decrease the amount of waste generated by members;

Whereas the Towns' desire to reduce the costs for recycling is extended to local taxpayers for solid waste management and to conduct their local recycling programs in the most cost-effective manner; therefore the members desire to work cooperatively to reduce the costs to manage solid waste in an environmentally safe manner;

Whereas the Towns individually have the power to enter into this Agreement;

Therefore the Towns mutually acknowledge the receipt and consideration of this Agreement, consisting of the mutual promises and covenants set forth herein, and enter into this agreement as evidence that they have agreed as follows:

ARTICLES OF AGREEMENT

ARTICLE 1 - Agreement.

In consideration of the mutual obligations undertaken herein and intending to be legally bound, the parties hereby agree as follows:

It is hereby established the Towns of Randolph, Braintree, Brookfield, and Northfield (hereinafter referred to as the "Towns"), which shall include those towns as named above which have adopted this Agreement by vote of each respective Selectboard member independently at a duly warned Board meeting.

Purpose and Functions of the Agreement.

The Agreement is established to provide a forum for cooperative management of solid waste by the towns, to assist each Town to improve the cost-effectiveness of their recycling efforts by providing economy of scale while maintaining full control over solid waste management; to assist the Towns to improve programs to divert waste materials from the waste stream and to reduce the amount and toxicity of wastes; and to provide such assistance on an individual basis to each Town and cooperatively in joint programs with other Towns. The multi-town solid waste entity shall be designated as the Mountain Alliance.

Notwithstanding any provision herein, no Town shall be obligated to participate in any particular contract, program, or procurement and each member Town shall be free to establish its own contracts, programs, or procurements independently of this agreement.

ARTICLE 2 – Representations

Representations of Randolph, Braintree, Brookfield, and Northfield,

Each Town represents, warrants, and agrees that:

- A. Each Town is a municipal corporation duly organized and existing and in good standing under the laws of the State of Vermont.
- B. Each Town has the full power, authority, and legal right to enter into and perform this agreement, and the execution, delivery, and performance hereof, **and thus** (i) have the requisite approval of its voters and all governmental bodies, (ii) will not violate any judgment, order, law, ordinance, or regulation applicable to each Town, and (iii) does not conflict with or constitute a default under any agreement or instrument to which each Town is a party or by which each Town or its assets may be bound or affected.
- C. This Agreement has been duly authorized, executed, and delivered by each Town; this Agreement constitutes legal, valid, and binding obligations of each Town, enforceable in obligations that may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies, whether enforceability is sought in a proceeding at law or in equity.
- D. There is no litigation or proceeding pending against or affecting each Town that will negatively affect the validity of this Agreement, or will result in enjoining the performance by each Town of its obligations hereunder.

ARTICLE 3 - Advisory Committee

Randolph, Braintree, Brookfield, and Northfield shall establish a four-member advisory committee (the "Committee") comprised of one member from each Town appointed by its Selectboard. The powers of the Committee shall be advisory only. The Committee shall be responsible for ensuring that the parties perform this Agreement according to its intent, and for resolving, to the extent possible, any questions of interpretation or performance.

ARTICLE 4 - Functions of the Committee

- a. Adopt bylaws for the conduct of Committee meetings and regulation of its affairs, provided that such bylaws are consistent with this agreement and any applicable special or general law;
- b. Make recommendations and provide technical assistance to members concerning solid waste management and recycling;
- c. Recommend policies to members governing solid waste management and recycling as outlined in the Solid Waste Implementation Plan; and
- d. Annually review the Solid Waste Implementation Plan and make recommendations accordingly.

ARTICLE 5 - Operations

The Transfer Station located at 84 Landfill Road in Randolph is solely owned by the Town of Randolph and operation of such facility is under separate contract between Randolph and CWM.

The Depot/Recycling Center located at 69 Dog River Drive in Northfield is sole owned by the Town of Northfield and operation of such facility is under separate contract between Northfield and its contracting agent.

Under this agreement, the Town of Randolph acknowledges its residents and businesses along with the residents and businesses of the Towns of Braintree, Brookfield, and Northfield may dispose of non-hazardous waste and recyclables at the Transfer Stations in either Randolph or Northfield for a set fee for non-hazardous waste, established by the agreement between CWM and Randolph or Northfield and its contracted agent. These fees shall be paid by the individual resident or business of the Towns of Randolph, Braintree, Brookfield, and Northfield and under no circumstances cause an expense to the said Towns.

The Towns of Randolph, Braintree, and Brookfield shall share, on a per-capita basis, the costs of maintenance and operations for the Randolph Recycling Center and Leaf Composting. The Town of Northfield shall be responsible for maintenance and operations for the Northfield Recycling Depot & Transfer Station and Leaf Composting, located at 69 Dog River Drive in Northfield. All Alliance members share, on a per-capita basis, in the administrative and management costs of the Mountain Alliance.

ARTICLE 6 - Household Hazardous Waste Days and Grants

There shall be at least two *annual* Household Hazardous Waste Day Events (HHW) in compliance with the Solid Waste Implementation Plan. These events shall take place one in the Spring and one in the Fall. Under separate contract between the Town of Randolph and CWM, these events will be advertised in a collaborative effort by Randolph and CWM. All advertising materials will be made available to Braintree, Brookfield, and Northfield four weeks prior to the events.

The Town of Randolph shall take the lead in applying for and acquiring grants to assist with funding one of the Household Hazardous Waste Days along with the Town of Northfield, which will cover the balance of costs. The Town of Randolph in collaboration with CWM will cover costs for a second HHW event. Any costs in excess of those provided by Randolph or Northfield will be shared on the basis of participation by each member Town. Failure of any Town to make payment on invoice within 60 days shall be deemed as a notice of termination.

ARTICLE 7 - Effective Date

Before this agreement becomes effective or binding on a Town, it must be approved by vote of the respective Selectboard.

ARTICLE 8 - Term

This Agreement shall be in effect for a term of five years through _____, 2020. The term hereof may be extended for an additional five year period by an affirmative vote within the last year of the then-current term, each member municipality which desires to extend the term hereof. The failure of any one or more members to vote to extend the term hereof shall not prevent the other members from extending the term and continuing the Agreement

ARTICLE 9 – Membership

- a. A municipality may join by a vote of its respective Selectboard to approve this Agreement.
- b. A non-member municipality may become a member of the Agreement upon:
 - (i) A vote by the non-member in accordance to approve this Agreement; and
 - (ii) An affirmative vote by a majority of the member Towns to accept the non-member.

ARTICLE 10 - Termination

- a. Any municipality may terminate its membership as of the end of a fiscal year by vote of its respective Selectboard, as the case may be, without cause provided written notice is given to the other members of the intent to terminate this Agreement no later than six months prior to the date of termination. Written notice must be delivered in person or by registered or certified mail; all other means of communications (verbal or email) will not be accepted as a notice of termination.
- b. In the event of termination, the municipality terminating the Agreement shall still be obligated to pay its share of the HHW during the year of termination. Upon such termination, a former member shall have no further rights nor claims or use of Household Hazardous Waste Day.

ARTICLE 11 - Amendment

The provisions, terms, and conditions of this Agreement may be modified only by written amendments to this Agreement and approved by all members by a vote of their respective Legislative body.

ARTICLE 12 - Severability

If any clause or provision of this Agreement or its application shall be held unlawful or invalid, no other clause or provision of this Agreement shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

ARTICLE 13 - Assignment

No member shall have the right to assign or otherwise transfer its rights or obligations as a member under this agreement.

ARTICLE 14 - Waiver

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any right it may have hereunder.

Article 15 - Interpretations

For purposes of this Agreement, except where the context clearly indicates otherwise, the use of the singular shall include the plural and pronouns shall include both singular and plural and shall include all genders.

Article 16 - Liability

The individual member Town of the Agreement shall not be liable for any actions or decisions of the other Towns. Each Town shall indemnify, defend, and hold harmless each other Town from any claim, demand, action, or cause of action arising from or caused by any action or decision made by or on behalf of the Agreement.

Approved and agreed at its respective Selectboard Meeting:

Selectboard Chair Date
Town of Randolph

Selectboard Chair Date
Town of Brookfield

Selectboard Chair Date
Town of Braintree

Selectboard Chair Date
Town of Northfield

As verification of approval by each Town, minutes of the respective legislative body will be attached.

July 13, 2015

Mel Adams
Town Manager
Town of Randolph
PO Drawer B
Randolph, VT 05060

Re: SWIP Amendment conformance with TRORC Regional Plan

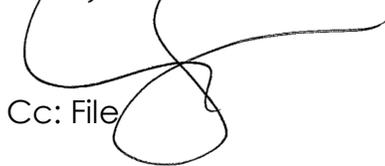
Dear Mel,

Your office requested that TRORC review the draft Solid Waste Management Plan for the former Tri-Town Alliance (to be re-named the Mountain Alliance) for conformance with the Regional Plan. Although the text that is relevant to the Mountain Alliance in the most current draft of the TRORC Regional Plan is no longer up-to-date, I can confirm that the draft SWIP which I reviewed is consistent with the policies and requirements outlined in the Two Rivers-Ottauquechee Regional Plan (effective July 25, 2014). Therefore, it has been determined that your draft SWIP is in conformance with the regional plan.

Please contact me if you have any further questions.

Sincerely,

Chris Sargent, AICP



Cc: File

128 King Farm Rd.
Woodstock, VT 05091
802-457-3188
trorc.org

William B. Emmons, III, Chair
Peter G. Gregory, AICP, Executive Director