



Bennington County Solid Waste Alliance
210 South Street, Suite 6
Bennington, VT 05201
(802) 442-0713 x302

Meeting Agenda

Wednesday Sept. 9, 2022; 4:00 to 5:30 PM

Arlington Town Hall, 3828 Route 7A, Arlington, VT 05250 with Remote Option

- 1) Introductions and review of 6/1/22 meeting minutes - 4:00 pm (Chair)
- 2) FYE 2022 SWIP Report - 4:05 pm (BCRC Staff)
- 3) Permanent Household Hazardous Waste Facility – 4:20 pm (BCRC Staff)
- 4) Outreach & Events Update - 4:35 pm (BCRC Staff)
- 5) Call 2 Recycle Home Mailer Pilot Program – 4:38 pm (BCRC Staff)
- 6) Rupert ISWAP update - 4:40 pm (BCRC Staff)
- 7) Compost bin sales – 4:43 pm (BCRC Staff)
- 8) Household Hazardous Waste Events – 4:45 pm (BCRC Staff)
- 9) Tour of Casella MRF – 4:48 pm (BCRC Staff)
- 10) Public Comments - 4:50 pm (Chair)
- 11) Upcoming Meetings and Events - 5:00 pm (Chair)

210 South Street, Suite
(802) 442-0713 (802)



6, Bennington, VT 05201
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Draft June 1, 2022 Meeting Minutes

Town Representatives Present: Nick Zaiac (Arlington), Dave Kiernan (Shaftsbury), Dixie Zens (Sunderland), Tom Shuey (Pownal), Leslie Perra (Manchester), Dan Monks (Bennington)

BCRC and BCSWA Staff: Scott Grimm-Lyon, Paula Kamperman

1. **Call to Order/Approval of Minutes:** Dixie Zens called the meeting to order at 4:02 PM. A motion to approve the minutes of the 4/6/22 BCSWA meeting was made by Nick Zaiac, seconded by Tom Shuey and passed unanimously.
2. **FYE 2023 BCRC Contract & SWIP Budget:**
 - a. Scott Grimm-Lyon reviewed the draft contract between Bennington County Regional Commission (BCRC) and the BCSWA. He explained that the budget outlined in the contract is a subset of the larger Solid Waste Implementation Plan (SWIP) budget passed once every 5 years, and represents approximately 1/5th of that budget and is also a management contract related to the roles of Solid Waste Program Manager and Outreach Program Manager for BCSWA who are overseen by BCRC. Grimm-Lyon said that while he based the proposed budget on an outline left by his predecessor, he will be reviewing the spending and giving regular reports to the board as he is relatively new to the role, and expects the need for additional budget scrutiny; especially as it will relate to plans for the development and management of the permanent Household Hazardous Waste (HHW) collection facility.
 - b. Grimm-Lyon explained that the draft shared with the board had an incorrect date in the page Header and in the field marked Contract Number, and that the final version that is ready to be signed has been corrected.
 - c. A motion to approve the BCRC contract with the modified date was made by Nick Zaiac, seconded by Tom Shuey and passed unanimously.
3. **Permanent Household Hazardous Waste Facility:**
 - a. Site Plan: Grimm-Lyon reviewed the draft site plan for the placement of a prefabricated storage facility that was created with input from with RJ Joly of Bennington DPW and Richard Smith of Casella. The plan includes a concrete pad for placement of the facility and additional asphalt to increase the functionality of the existing buildings. Additional plans outlining potential use scenarios for collection days, and shipment days were also reviewed. Grimm-Lyon told the board that he shared this initial draft with Paul Dansereau, the Bennington Fire

Marshall and Building Inspector, and based on his feedback we will need a more finalized version that is to be approved by a licensed design professional. Zens and Zaiac asked that we consider ways increase the amount of Asphalt to improve traffic safety and parking availability for collection days. Dan Monks requested that we consider the option of allowing traffic to flow past the facility and turn right to exit the transfer station. Grimm-Lyon said he will examine these possibilities as he continues to work with the licensed design professional to finalize the plan.

- b. Quotes on Prefabricated Units: Grimm-Lyon went over three price quotes for the purchase and delivery of prefabricated units for the permanent household waste facility made by the companies Safety Storage Inc., Securall, and US Chemical Storage. All units include a built-in chemical fire suppression system, explosion relief panels, and three separate rooms for storage. Details including the relative size, weight, cost, and other features of each unit were discussed. The primary topic of conversation was the unit made by Securall which was favored because it was \$40,000 less expensive than the others. Members discussed concerns how the unit did not come with a 3-hour fire proof rating, did not include additional features, and the building quality as it was substantially lighter than the other units. Shuey suggested that the basic strength of the the Securall unit was similar to facilities he has used in Pownal with no problems, and that we could save money by not buying all of the preinstalled items, and instead use something like an attic fan as a mechanical exhaust ventilation to save costs. Zaiac suggested that Grimm-Lyon approach Securall and get a new quote that includes a 3-hour fire proof rating, and that BCSWA could hold a special meeting on this specific issue if necessary to secure the price.
 - c. Zaiac made a motion to table the issue until BCSWA receives a new quote from Securall, seconded by Dave Kiernan, and unanimously approved.
4. **3rd Quarter SWIP Report:** Grimm-Lyon briefly went over highlights from the 3rd Quarter SWIP report noting that labor costs are higher than previous quarters due to the onboarding period of the new Program Manager, but that overall the labor budget for the year was still under annual projections.
 5. **ISWAP Report:**
 - a. Sticker Fee Schedule: BCRC recently received a check from Casella related to the recycling access stickler fees of \$12,915. This total represents 861 stickers sold between the period of Jan 1, 2022 and March 31, 2022. Reimbursement will be issued as a credit on the monthly invoices to the towns participating in the Integrated Solid Waste Applications Program (ISWAP) starting on July 1, 2022 and based on the percentage each town pays toward the total program costs. Specific details for each town can be found on page 23 of the meeting packet.

Moving forward each quarter of payment received from Casella will be applied in a similar fashion, though it is expected that the bulk of stickers will be sold each year during the first quarter of the calendar year.

- b. **Potential Rupert Membership:** Grimm-Lyon reported that the town of Rupert requested information about joining the ISWAP program and shared a copy of the memo he sent to Deborah Baker; Co-Chair of the Rupert Selectboard that outlines the potential costs of participation in the program. Rupert is expected to discuss the issue at their June 14th Selectboard meeting. A special meeting of the ISWAP town representatives may be called this summer if Rupert requests to join the program.

6. Compost Bin Sales:

- a. Grimm-Lyon reported that 49 Compost Bins, and 24 Green Cones have been sold to the public so far, and that the sale will continue until June 9th. Advertising for the sale was largely done on Facebook and on Front Porch Forum, and all sales have been conducted via the new online store on the BCSWA webpage.
- b. Primary distribution of the items will take place on June 11th, 13th, and 15th at Abacus Automation in Bennington. 75 Green Cones and 72 compost bins were ordered for the annual sale, and overstock will be kept at the Bennington Waste Transfer Station to be sold in the future. Paula Kamperman will continue to sell bins using a POS system at farmers markets and at fairs through the summer.

7. Household Hazardous Waste Events:

- a. Grimm-Lyon reported that the May 7th, HHW collection event served 293 households and that was a reduction of over 20% from 2021, where we accepted waste from 384 households. The 293-household number was about the same number of households served in 2018, 2019, and 2020 and the boost in numbers for 2021 may have been related to people spending more time at home during the Covid-19 pandemic.
- b. Costs for the Bennington event were approximately \$37,000, which is an increase from last year where the costs were closer to \$30,000. Fees and costs increased significantly considering that less material was dropped off. Grimm-Lyon reminded the Board that unpredictable prices for these events are a key reason why BCSWA is seeking the to operate a permanent HHW collection facility.
- c. The second HHW collection event is to be held on July 23rd in Readsboro, and the third on September 17th in Dorset. Grimm-Lyon confirmed that outreach efforts were scheduled and would begin soon.

8. **Spring Tour of Casella MRF:** Grimm-Lyon reported that he has begun speaking with Casella about organizing a tour of their Rutland, VT Materials Recovery Facility (MRF) for BCSWA staff and board members. More information will follow via email.

9. Public Comments:

- a. Matt Granger of Arlington, VT asked for more information about how the Permanent HHW collection facility might impact business like his (Resourceful Recycling Clean Up Services LLC) that also use the annual HHW collection events as a way to dispose of waste. Grimm-Lyon responded by saying that while a plan has not been drafted yet, it is likely that the BCSWA facility will follow the model that is used at the HHW facility managed by the Windham Solid Waste Management District; in this model local businesses are invited to arrive on the same day the facility has scheduled a shipment out of waste, those businesses then are charged a fee that is equivalent to the same rate that the BCSWA pays to dispose of its bulk waste.
- b. Granger also asked if there will be a fee to individual households for using the new HHW facility. Grimm-Lyon replied that he is unsure, noting that some VT districts charge a fee and others do not, and he will be exploring whether or not a fee would discourage the public from using of the facility before coming up with the draft operations budget.

10. Next Meeting/Adjournment: Wednesday, September 14th at 4PM.

A motion to adjourn was made by Nick Zaiac, seconded by Tom Shuey and passed unanimously. The meeting was adjourned at 5:02 PM.



210 South St., Suite 6, Bennington, VT 05201 (802) 442-0713 (802) 442-0439 fax

MEMORANDUM

9/6/2022

To: BCSWA Board of Directors

Re: FY2022 (July 1, 2021 to June 30, 2022)
Annual Report of the Bennington County Solid Waste Alliance

Part One – Expenses as of June 30, 2022

Table 1 below shows the total amount invoiced to each town for each quarter from July 1, 2021 to June 30, 2022, including the most recent fourth quarter. The table also shows the budgeted amount per quarter and for the entire year. As you can see, we have spent over budget by \$11,596.14. Approximately 5% above the approved annual budget of \$209,250.00

This is chiefly because no income from ANR was received in the last 2 quarters (see Table 2). An additional \$22,749 in funds from ANR to reimburse some of the costs related to holding three household hazardous waste (HHW) events was assigned to BCSWA but will not accrue until the next fiscal year. Towns should expect to see a reduction in the FY23 Billing to reflect this income.

In Q2 we withdrew up to the limit of our grant income from VT Agriculture and Markets. Currently there are no additional funds available. Meaning there will be no reimbursement for pesticide disposal costs in the foreseeable future.

Nearly 1/3rd of the budget was spent on the three HHW events this contract year, the total for HHW contractors was \$69,337.14 (see Table 2).

Compost bin purchases of \$13,332.85 exceed compost bin sales totaling \$8,938.17. This was anticipated as additional stock was intentionally purchased to be sold in upcoming years.

Table 1. Quarterly allocation of expenses by town

Town	2020 Population	2020 Share	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year Total	Quarterly Budget	Annual Budget
Arlington	2,457	0.0707	\$ 4,329.97	\$1,752.24	\$ 2,465.51	\$ 7,064.97	\$ 15,612.69	\$ 3,698.23	\$ 14,792.90
Bennington	15,333	0.4412	\$ 27,021.33	\$10,934.94	\$ 15,386.11	\$ 44,089.18	\$ 97,431.56	\$ 23,078.91	\$ 92,315.65
Dorset	2,133	0.0614	\$ 3,758.98	\$1,521.18	\$ 2,140.39	\$ 6,133.32	\$ 13,553.87	\$ 3,210.55	\$ 12,842.19
Glastenbury	9	0.0003	\$ 15.86	\$6.42	\$ 9.03	\$ 25.88	\$ 57.19	\$ 13.55	\$ 54.19
Manchester	4,484	0.1290	\$ 7,902.15	\$3,197.83	\$ 4,499.53	\$ 12,893.49	\$ 28,493.00	\$ 6,749.22	\$ 26,996.89
Pownal	3,258	0.0937	\$ 5,741.57	\$2,323.49	\$ 3,269.29	\$ 9,368.20	\$ 20,702.54	\$ 4,903.87	\$ 19,615.49
Rupert	698	0.0201	\$ 1,230.08	\$497.79	\$ 700.42	\$ 2,007.06	\$ 4,435.35	\$ 1,050.62	\$ 4,202.46
Sandgate	387	0.0111	\$ 682.01	\$275.99	\$ 388.34	\$ 1,112.80	\$ 2,459.14	\$ 582.50	\$ 2,330.02
Searsburg	126	0.0036	\$ 222.05	\$89.86	\$ 126.44	\$ 362.31	\$ 800.65	\$ 189.65	\$ 758.61
Shaftsbury	3,598	0.1035	\$ 6,340.75	\$2,565.96	\$ 3,610.46	\$ 10,345.85	\$ 22,863.02	\$ 5,415.63	\$ 21,662.54
Stamford	861	0.0248	\$ 1,517.34	\$614.03	\$ 863.98	\$ 2,475.76	\$ 5,471.11	\$ 1,295.96	\$ 5,183.84
Sunderland	1,056	0.0304	\$ 1,860.99	\$753.10	\$ 1,059.66	\$ 3,036.47	\$ 6,710.22	\$ 1,589.47	\$ 6,357.88
Woodford	355	0.0102	\$ 625.62	\$253.17	\$ 356.23	\$ 1,020.78	\$ 2,255.80	\$ 534.34	\$ 2,137.35
Total	34,755	1.000	\$ 61,248.69	\$24,786.01	\$ 34,875.39	\$ 99,936.05	\$ 220,846.14	\$ 52,312.50	\$ 209,250.00
								Amount Over/Under budget: \$ (11,596.14)	

Table 2. Expenses by category and income from grants, sales and donations

Category	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year Total
BCRC Expenses					
Salary & Benefits	\$ 10,409.37	\$ 11,921.28	\$ 15,591.20	\$ 21,088.76	\$ 59,010.61
Phone, Supplies, post & equip.	\$ 3.60	\$ 5.83	\$ 2.09	\$ 10.49	\$ 22.01
Travel	\$ -		\$ 76.33	\$ 77.00	\$ 153.33
Copying Costs	\$ -		\$ 1.59	\$ 206.21	\$ 207.80
Indirect Costs	\$ 6,287.26	\$ 7,200.45	\$ 9,435.76	\$ 12,737.61	\$ 35,661.08
Total BCRC	\$ 16,700.23	\$ 19,128.35	\$ 25,106.97	\$ 34,120.07	\$ 95,055.62
Events and other expenses					
Web site	\$ 299.97	\$ 3,041.97	\$ 771.64	\$ 282.39	\$ 4,395.97
Dues	\$ 4,056.36	\$ 150.00		\$ 2,213.93	\$ 6,420.29
Printing	\$ -				\$ -
Advertising	\$ 6,879.89	\$ 1,044.00	\$ 295.00	\$ 3,668.39	\$ 11,887.28
Compost bin purchase	\$ -			\$ 13,332.85	\$ 13,332.85
Equipment	\$ 477.00		\$ 29.00		\$ 506.00
Outreach Program (Manager + Expenses)	\$ 12,322.48	\$ 12,258.52	\$ 8,130.79	\$ 16,184.79	\$ 48,896.58
Software			\$ 66.99	\$ 182.41	
Sales Fee (Paypal)				\$ 648.22	
HHW Contractors	\$ 30,390.47	\$ -		\$ 38,946.67	\$ 69,337.14
Traffic Control	\$ 765.60	\$ -			\$ 765.60
Donations to MAUS and Dorset School	\$ 300.00	\$ 300.00			\$ 600.00
Insurance			\$ 475.00		
Total Other Expenses	\$ 57,115.27	\$ 19,232.46	\$ 9,768.42	\$ 75,459.65	\$ 161,575.80
Total Expenses	\$ 73,815.50	\$ 38,360.81	\$ 34,875.39	\$ 109,579.72	\$ 256,631.42
Income					
Donations	\$ 1,438.16			\$ 705.50	\$ 2,143.66
Ag and Markets (Pesticides)	\$ 350.00	\$ 575.00			\$ 925.00
ANR	\$ 9,749.84	\$ 12,999.80			\$ 22,749.64
Compost bin sales	\$ -			\$ 8,938.17	\$ 8,938.17
Windham Payment (Readsboro)	\$ 250.38				\$ 250.38
SWAC Payment (Pawlet)	\$ 778.43				\$ 778.43
Total Income	\$ 12,566.81	\$ 13,574.80		\$ 9,643.67	\$ 35,785.28
Expenses - Income	\$ 61,248.69	\$ 24,786.01	\$ 34,875.39	\$ 99,936.05	\$ 220,846.14

Part Two – 2021 to 2022 Activities

2020 Solid Waste Implementation Plan: The 2020 Solid Waste Implementation Plan (SWIP) was adopted on November 17, 2015. This plan was subsequently approved by the Vermont Agency of Natural Resources on December 14, 2015. Since then, the plan has been updated and amended as of August of 2021.

The current SWIP meets conditions required by the Vermont Agency of Natural Resources as outlined in the 2019 Materials Management Plan. The BCSWA SWIP includes outreach to businesses, schools and institutions, and a requirement to hold three household hazardous waste events accessible across the geography of the member towns.

Table 3 below shows the amounts of materials collected at the seven transfer stations in the BCSWA service area. The amount of all types has increased, with municipal solid waste, organics and recyclables increasing significantly. This does not include paint, bulbs collected by retail stores, textiles or E-waste. This table is intended to give you a sense of trends during the previous six years.

Material Type	Annual amounts collected in tons					
	2016	2017	2018	2019	2020	2021
Batteries	1.5	1.4	2.1	1.9	2.5	1.9
Clean Wood	-		2.0			
Construction and Demolition Debris	1,532.5	1,625.6	4,252.6	1,683.4	399.8	3683.17
Leachate	96.0	64.0	96.0	-	-	-
Leaf and Yard Debris	1.0		2.0	0.3	1.2	101.2
Mercury Lamps	0.8	0.2	0.6	1.1	0.7	1.1
Municipal Solid Waste	37,031.4	39,080.3	40,656.0	42,040.7	35,701.0	34,171.25
Organics		316.3	5,120.4	4,360.0	7,647.8	1,425.67
Recyclables	7,756.5	10,078.3	12,679.0	10,604.3	18,579.4	7,156.59
Tires	123.5	47.8	73.1	77.4	213.0	133.16
<i>Grand Total</i>	<i>46,543.1</i>	<i>51,213.8</i>	<i>62,883.8</i>	<i>58,769.1</i>	<i>62,545.5</i>	<i>46,674.0</i>

Changes in Program Leadership: In December of 2021 Program Manager Michael S. Batcher retired from his position as Regional Planner at the Bennington County Regional Commission. BCRC hired Scott Grimm-Lyon, AICP to fill the role. Grimm-Lyon began work on Feb. 28th 2022. BCRC is under contract to manage the finances and staffing of BCSWA.

BCSWA Website: The new expanded website and domain (bcswa.org) was launched November 7, 2021. The new site contains additional topics, downloadable resources, video library, and technical assistance to help residents, schools, event organizers and businesses within the Alliance to manage their solid waste. In May a shopping feature was added to assist with the annual compost bin sale.

Outreach: As COVID continues to play a part in ongoing outreach efforts, Outreach Program Manager, Paula Kamperman utilized additional methods of public outreach on topics of single-stream recycling, organics, and special recycling through taped installments of "Trash Talk" for CAT-TV. She also hosted booths at Mayfest in Bennington and farmers markets throughout the Alliance to educate the public about changes to Vermont's Recycling Law (Act 148) largely overshadowed by the pandemic. It is at these events where she is able to connect with the public for further opportunities for education.

Business Outreach: Kamperman continued to perform outreach to businesses as COVID-19 infection rates rose and fell, completing outreach visits to 32 businesses through FY 2021-22.

School Outreach: Kamperman met schools in-person or online to perform outreach to 5 schools during FY 2021-22 including four Trash on the Lawn Day (TOLD) presentations. As schools return to more normal operations a frequent conversation during outreach visits involve restarting recycling and organics programs that took a back seat keeping everyone safe.

Event Outreach: Events continued to be cancelled and others reconfigured for 2021. Paula used the opportunity to discuss waste management with municipalities at their public event spaces during two Alliance board meetings encouraging them to review their use permit guidelines and collection practices to include recycling and organics resulting in outreach to 13 events/venues during FY 2021-22.

Household Hazardous Waste Events: We held three HHW events during the Fiscal Year. The first in Readsboro in July of 2021, the second at the Dorset School in September of 2021, and the third at the Mt. Anthony Union Middle School in Bennington in May 2022.

508 households were served during the event. This represents a 42% decrease from the 2020-2021 season where 881 households were served, and is a return to numbers experienced between 2016 and 2020; before the COVID-19 pandemic. Of those who came 34% were first time attendees. Table 5 shows the number of attendees participating in each event, as organized by town.

Table 5. Results of FY2022 HHW Events

Town	Dorset September 2021	Readsboro 2021	Bennington May 2022	Total
Arlington	14		13	27
Bennington	19		119	138
Dorset	65		4	69
Glastenbury	0	0	0	0
Manchester	79		7	86
Pawlet	10		0	10
Pownal	1		25	26
Readsboro	0	15	0	15
Rupert	16		3	19
Sandgate	7		6	13
Searsburg	0	3	2	5
Shaftsbury	19		40	59
Stamford	0	24	2	26
Sunderland	8		3	11
Woodford	2		2	4
Totals	240	42	226	508

Compost Bin Sales: In 2022, we sold:

- 67 Soil Saver Backyard Composter
- 36 Green Cone Solar Digester
- 17 4 Gallon Square Bucket with Lid
- 5 2.4 Gallon Square Bucket with Lid

To manage the sale this year BCSWA developed a store on the website and facilitated transactions via PayPal. This year shows an increase in the number of Soil Saver sales, up 25 units from the 45 sold last year, and a decrease in sales of Green Cones, down 24 from last year's 60 sales. Additional Soil Saver Backyard Composters and Green Cone Solar Digesters were purchased to sell in future years. Buckets sold this year were remaining stock from previous years of sales.

Legislation: Two bills passed the VT 2022 legislative session related to Waste, Recycling, and Solid Waste Management:

- H.446 Miscellaneous Natural Resources and Development Subjects

This bill makes a number of changes to miscellaneous natural resources and

development subjects. Among them increased funding for grants to Solid Waste Management Entities from the State Solid Waste Management Assistance Account, a moratorium on issuing any new solid waste facility certifications related to food repackaging facilities, and a requirement for ANR to issue a report regarding the prevalence of microplastics and polyfluoroalkyl substances (PFAS) in food waste and food packaging in Vermont.

- H.500 Prohibiting the sale of mercury lamps in the State

This bill prohibits the sale or distribution of four-foot linear fluorescent lamps in Vermont as of January 1, 2024.

Household Hazardous Waste Facility: In 2021 The BCSWA received a grant of \$69,190.00 for the development of a permanent household hazardous waste facility at the Bennington Transfer Station. The facility will accept household hazardous waste from residents and conditionally exempt generator waste from small businesses. The BCSWA will no longer need to hold household hazardous waste events. Estimated total costs are \$120,000 with the 13 towns providing the supplemental funds. BCSWA is now a member of VLCT which will provide the necessary insurance required by VT ANR. This Fiscal Year BCSWA issued an RFP related to the facility, collected bids for prefabricated facilities, and trained staff in the operations and management of a facility. The facility is expected to be open in June of 2023.

Asphalt Shingle Facility: The BCSWA declined a grant from VT ANR that offered to cover 40% of the cost of developing an asphalt shingle facility at the Bennington Transfer Station. The offer was passed over due to changes in state rules related to recycling asphalt that made a facility unnecessary during this fiscal year.

	Securall	Safety Storage Inc.	US Chemical Storage
State of Orgin	Indiana	Illinois	North Carolina
Size	28'6"L x 8'6"W x 8'4"H	24'L X 8'W X 9'H	24'L X 7'6"W X 8'5"H
Rooms/Doors	3	3	3
Sump Capacity	757 gal.	563 gal.	523 gal.
Weight	10,656 lbs	20,460 lbs	12,486 lbs
Dry Chemical Fire Suppression System	Yes	Yes	Yes
Professional Engineer Stamp	Yes	Yes	Extra Cost - TBD
Exhaust Ventilation	Damper Shutters	Mechanical	Gravity Vents
Explosion Relief Panels	Yes	Yes	Yes
Fire Rating	2 Hour	3 Hour	3 Hour
Snow/Wind Load	85 PSF/130 MPH	40 PSF/110 MPH	40 PSF/120 MPH
Shipping	12 Weeks	14 weeks	12 Weeks
Extras	None	Spill Proof Shelving, Sump Liner, Loading Ramps	Ramps
Total Quote	\$ 70,050.00	\$ 89,772.26	\$ 88,709.00

BCSWA HHW Facility Development Budget	
<u>Income:</u>	
1 ANR HHW Facility Grant:	\$ 69,190.00
2 Matching Costs from Towns:	\$ 50,810.00
3 Budget Total:	\$ 120,000.00
<u>Expenses:</u>	
<u>Prefabricated Unit:</u>	
4 <i>Original Quote (building):</i>	\$ 48,545.00
5 <i>P.E. Stamped Drawings</i>	\$ 3,859.00
6 <i>Additional Fire Protection (2 Hr. Rating + Explosuion proof fixtures)</i>	\$ 9,721.00
7 <i>Hazard protection shelving units</i>	\$ 2,700.00
8 <i>Shipping/Freight</i>	\$ 5,225.00
9 Total for Prefabricated Unit	\$ 70,050.00
<u>Additional Contractors:</u>	
10 Engineering and Permitting Process	\$ 7,000.00
11 Pour Concrete Pad and Prepare site (Quote from Benington DPW)	\$ 3,000.00
12 Unloading Trailer (Valley Crane)	\$ 2,150.00
13 Connect Electric (Quote from Prue)	\$ 1,900.00
14 Connect Fire Supression	\$ 2,000.00
15 Attach Unit to Concrtet Pad	\$ 2,000.00
<u>Facility Supplies:</u>	
16 Loading Ramps (3)	\$ 1,200.00
17 Signage	\$ 600.00
18 Safety Equipment (Eye Wash)	\$ 500.00
19 Spill Containment Equipment	\$ 1,000.00
20 Aprons/Gloves/Employee Equipment	\$ 250.00
21 Drum Truck	\$ 750.00
22 Tables for sorting materials	\$ 150.00
23 Staging area canopy/tents	\$ 1,500.00
24 Miscellaneous office furniture	\$ 450.00
25 Cubic yard boxes	\$ 700.00
26 55 gallon drums and other HHW Storage	\$ 2,250.00
27 Miscellaneous (vermiculite, brooms, plastic for covering surfaces, etc.)	\$ 500.00
28 Caution cones	\$ 250.00
29 Manifest sheets; forms for marking items for shipment	\$ 500.00
30 Miscellaneous office supplies	\$ 200.00
Total Expenses:	\$ 98,900.00

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date of signature (“Effective Date”) between Bennington County Regional Commission (“Owner”) and MS&K, Inc. (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Development of a site plan suitable for the permitting of a proposed hazardous waste facility located at the existing municipal transfer station on Houghton Lane, Bennington, Vermont (“Project”).

Consultant’s services (“Services”) under this Agreement are generally identified as follows:

1. Existing conditions survey of the site.
2. Development of an existing conditions plan for site design.
3. Preparation of a site plan with limited grading based upon an existing conceptual design for the project.
4. Preparation of an application to the Town of Bennington Development Review Board (DRB).
5. Coordination with the Town of Bennington Planning Director on permitting and site plan requirements for DRB review.
6. Attendance at one (1) DRB meeting for project review and approval.

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).
- B. Consultant shall submit an application to the Town of Bennington Development Review Board within eight (8) weeks of execution of this Agreement.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s Services is impaired, or Consultant’s Services are delayed or suspended, then the time for completion of Consultant’s Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner based upon the deliverable schedule below. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant’s invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner,

suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.

- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Consultant for Basic Services set forth as follows:

- 1. A Lump Sum amount of \$7,000.00.

Owner will be responsible for paying all permit fees directly to the Town of Bennington.

- 2. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services actually-rendered but shall not exceed the total Lump Sum amount unless approved in writing.
- 3. The Lump Sum includes compensation for Consultant's services and services of subconsultants. Appropriate amount have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses listed on Appendix 1 attached hereto), and subconsultant charges.
- 4. Whenever Consultant is entitled to compensation for the charges of Consultant's subconsultants, those charges shall be the amounts billed by the subconsultant's to Consultant times a factor of eight percent (8%).
- 5. In addition to the Lump Sum amount, reimbursement for the following expenses: None.

- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any. Consultant's standard hourly rates are attached as Appendix 1.

2.04 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.

b. By Consultant:

- 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

3.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant

to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

4.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.
- C. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
- F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant, whichever is greater.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

5.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.


7.01 *Attachments: Appendix 1, Consultant's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: _____
Print name: _____
Title: _____
Date Signed: _____

Consultant: MS&K, Inc.

By:  _____
Print name: Jason M. Dolmetsch, P.E.
Title: President
Date Signed: August 12, 2022

This is **Appendix 1, Consultant's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Consultant for Professional Services

Consultant's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

Job Description	Billing Rate – Per Hour
Principal Engineer	\$250.00
Licensed Engineer I	\$140.00
Licensed Engineer II	\$175.00
Licensed Engineer III	\$200.00
Licensed Engineer IV	\$225.00
Licensed Surveyor	\$150.00
Surveyor	\$120.00
Engineer I	\$90.00
Engineer II	\$100.00
Engineer III	\$110.00
Engineer IV	\$130.00
Technician I	\$65.00
Technician II	\$85.00
Technician III	\$95.00
Technician IV	\$110.00
Technician V	\$125.00
Technician VI	\$140.00

B. *Expenses:*

Subconsultant & Vendor Expenses:

Subconsultants @ cost plus 8% Outside
 Vendors @ cost plus 8%

Administrative Expenses:

Postage & Shipping @ Cost
 Other Administrative Expenses @ Cost

Reproductions (provided in-house):

8.5 x 11 one-sided copy @ \$0.08/each
 8.5 x 11 two-sided copy @ \$0.12/each
 24 x 36 print @ \$5.00/each
 36 x 48 print @ \$8.00/each
 Mylar or Vellum plots @ \$15.00/each

Travel Related Expenses:

Auto Travel (to include fuel & service charges): N/A
 Other Travel (to include air fares, rentals, tolls, etc.): N/A
 Meals & Lodging: N/A

HOUSEHOLD HAZARDOUS WASTE COLLECTION

For Residents & Small Businesses of

Arlington, Bennington, Dorset, Glastenbury, Manchester, Pawlet, Pownal, Rupert,
Sandgate, Searsburg, Shaftsbury, Stamford, Sunderland and Woodford



**Saturday September 17,
2022 9:00 AM to 1:00 PM**

Dorset School
130 School Drive
Dorset, VT 05251

The collection is free for residents. Proof of residency will be required. Small businesses must pre-register and prepay for the amount delivered by September 2, 2022.

WHAT TO BRING: Any substance with labels that say CAUSTIC, TOXIC, CORROSIVE, POISON, FLAMMABLE, DANGER, WARNING, CAUTION, USE IN AN OPEN ENVIRONMENT.

Examples include: antifreeze, turpentine, stains, varnishes, carburetor cleaner, creosote, drain cleaner, oven cleaner, paint strippers, thinners, solvents, fertilizers (weed and feed only - no compost of manure), gas treatments, gasoline, kerosene, engine degreaser, floor, metal, and furnisher polishes, latex and oil based paint, pool chemicals, pesticides, herbicides, fungicides, mercury thermostats, batteries (single use/primary and rechargeable), driveway sealer, fire extinguishers, and one and twenty pound propane tanks.

Containers will not be returned. Any product received in a container (e.g., old gasoline) must be dropped off and left in its container. **No containers will be returned.**

DO NOT BRING: Used motor oil, auto or mower batteries or other lead-acid batteries, radioactive materials, smoke and CO2 detectors, **fluorescent bulbs (including CFLs)**, sharps (i.e. needles), tires, explosives (ammunition/fireworks), furniture, bulky items, mattresses, scrap metal, appliances, electronic waste, products in garbage bags, trash, empty cans/containers, dried paint, shampoos, soaps, pharmaceuticals, ointments, dish soap, dishwasher soap, candles, rock salt, drywall compound, dried out latex paint, empty cans, and fertilizers without herbicides.

Event Management: Please place all items to be disposed in the trunk of your car or the back of your van or truck. Do not exit your vehicle. Please leave pets at home.

Sponsored by the Bennington County Solid Waste Alliance, the VT Agency of Natural Resources, the VT Agency of Agriculture and Markets, Casella Waste Management, and the Dorset School.

For more information or to pre-register a business contact Scott Grimm-Lyon at
sgrimmlyon@bcrvvt.org or (802) 442-0713 x 2