

**Refuse Disposal District No. 1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program**

This Agreement made this _____ day of _____, 20__, by and between

THE COUNTY OF WESTCHESTER, acting by and through REFUSE DISPOSAL DISTRICT NO. 1, a district created pursuant to Article 5-A of the New York State County Law, having an office and place of business at 270 North Avenue, New Rochelle, New York 10801 (hereinafter the "County" or "RDD"),
and

_____, a municipal Corporation of the State of New York, having an office and place of business at

_____, and a member of the County of Westchester Refuse Disposal District No. 1 (hereinafter the "Municipality").

WITNESSETH:

WHEREAS, in 1967, the County of Westchester ("County") undertook to investigate the problem of Solid Waste disposal in the County and to formulate environmentally sound, and economically viable solutions; and

WHEREAS, in 1974, pursuant to Resolution No. 162-1974, and as a result of the aforesaid investigation, the County Board of Legislators (hereinafter "WCBOL") adopted a Plan for Solid Waste Disposal in the County pursuant to which the County undertook to assist municipalities with the disposal of Municipally Collected Solid Waste, and placed an emphasis on resource recovery; and

WHEREAS, the WCBOL approved Act No. 32-1982 and created the District pursuant to Article 5-A of the New York State County Law; and

WHEREAS, the RDD from time-to-time develops additional programs to promote resource recovery for the benefit of the District members and the environment; and

WHEREAS, the County has determined that there exists an environmental benefit to the recycling of residential food scraps, has endeavored to make the collection and processing of residential food scraps economically feasible for municipalities, and has, therefore, established the Residential Food Scrap Transportation and Disposal Program ("RFSTAD"), participation in which is voluntary; and

WHEREAS, in order to memorialize and permit participation in RDD programs, the County enters into inter-municipal agreements ("IMAs") with the municipalities, and has created this IMA to permit participation in the RFSTAD; and

WHEREAS, the aforementioned Municipality seeks to take part in the RFSTAD and agrees to be bound by the terms and conditions of the RFSTAD as set forth herein, and as may be established or amended from time to time;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

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Section 1: Term and Purpose

(a) The term of this Agreement shall commence upon execution by the Commissioner of the County of Westchester Department of Environmental Facilities, and terminate on September 30, 2023, unless sooner terminated as hereinafter provided.

(b) The Municipality shall, at its sole cost and expense, arrange for the collection of residential food scraps, as later defined herein, either through curbside collection arranged for or collected by the Municipality, or by establishing one (1) dedicated food scrap drop-off collection point using toters for collection.

(c) All toters used in connection with this IMA shall be 64 gallons in size (“Toters”) and shall be clearly and permanently marked with appropriate “Recycling” and “Food Scrap” designations.

(d) The Municipality shall not accept commercial food scraps or food waste for handling, transportation, and/or disposal in connection with this IMA.

(e) “Food Scraps” shall be defined as edible and inedible, residential, spoiled, excess, and/or fragmented food, liquids, grease, food soiled non-coated papers, and compostable bags and items that have been certified as compostable by the Biodegradable Products Institute (“Food Scraps”). This definition may be modified from time to time, as may be required, or in accordance with the selected Organics Recycler’s requirements, upon 30-days notice to the Municipality. Current requirements are provided in Schedule C.

(f) The County, either directly or through an agent, has or will enter into an agreement with one or more contractors for the transportation and disposal of residential food scraps to an end-point Organics Recycler, and shall pay for such transportation and disposal costs.

(g) The Municipality will receive from the County a notification of the designated transportation and disposal collection day. The County reserves the right to alter the collection schedule on 30 days prior notice.

(h) This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the RFSTAD Program.

Section 2: Contamination

(a) Compliance with the acceptable materials guidelines of the Organics Recycler is required. Current requirements are annexed hereto as Schedule C. The County reserves the right to modify the acceptable materials from time to time, as may be required, upon 30-days notice to the Municipality.

(b) The Municipality shall monitor Food Scraps for contamination with unacceptable materials, and shall make best efforts to reduce and/or eliminate contamination.

(c) Copies of any educational materials provided to residents, if any have already been developed, shall be provided to the RDD.

(d) The RDD shall work with the Municipality to provide and to coordinate education programs to combat contamination of the Food Scraps, and to inform residents of and promote participation in the RFSTAD Program.

Section 3: Payment

(a) For the services to be rendered by the County pursuant to Section 2 above, the Municipality shall pay fees to the RDD in accordance with the fee schedule set forth in Schedule B, which is attached hereto and made a part hereof.

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(b) Payments shall be made within thirty (30) days of receipt of an invoice from the County, by check payable to: "Refuse Disposal District No. 1, c/o Westchester County Department of Environmental Facilities", and shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, 6th Floor, New Rochelle, New York 10801.

Section 4: Reporting

No later than March 1st of each year, the Municipality shall provide statistical information with respect to its residential food scrap recycling collections as may be maintained by the Municipality, including number of households participating.

Section 5: Insurance, and Defense and Indemnification

The Municipality shall procure and maintain insurance naming the County as additional insured, as provided and described in Schedule E, which is attached hereto and made a part hereof. The Municipality shall provide proof of such insurance with the submittal of the signed IMA, upon request of the County, and upon any renewal of the term of the IMA. In addition to, and not in limitation of the insurance provisions contained in Schedule E, the Municipality agrees:

(a) Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Consultant; and

(b) the Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 6: Termination

This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Section 1(a), above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

Section 7: Assignment, Subcontracting, and Agency

(a) Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall

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be deemed work performed by the Municipality.

(b) Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

Section 8: Compliance with Law

(a) If the Municipality's residential food waste collection program includes a drop-off collection point, the Municipality shall provide to the RDD proof of compliance with 6 NYCRR Part 360 for its designated drop-off collection point.

(b) To the extent required by law, the Municipality shall conduct such site-specific environmental review(s) as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations. Such reviews shall be coordinated with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement, or the minutes or a Resolution of the Municipality's governing body including a statement as to its Type II classification, if so determined.

(c) In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state, and local laws, rules and regulations.

Section 9: No Discrimination

The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

Section 10: Notices

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Department of Environmental Facilities
Division of Solid Waste Management
270 North Avenue, 6th Floor
New Rochelle, New York 10801

with an electronic copy to:

Louis Vetrone, Deputy County Attorney
to: LJV3@westchestergov.com

Melissa-Jean Rotini, Director of Environmental Management Operations
to: MJR9@westchestergov.com

with a copy to:

Westchester County Attorney
148 Martine Avenue, 6th Floor
White Plains, New York 10601

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To the Municipality:

or to such other addresses as either party may designate by notice.

Section 11: General Clauses

(a) This Agreement and any attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

(b) Notwithstanding the foregoing, the RDD reserves the right to alter or amend the definition of Food Scraps from time-to-time as necessary for compliance with the regulations of the Organics Recycler responsible for final disposal.

(c) This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

(d) This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By:
Vincent F. Kopicki, P.E.
Commissioner
Department of Environmental Facilities

Dated

THE MUNICIPALITY

By: _____
Name: _____
Title: _____

Dated

Authorized by the Municipality by _____ on the
_____ day of _____.

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Authorized by Act No.: 2020-170 adopted by the Board of Legislators of the County of Westchester on the 5th day of October 2020, and signed by County Executive George Latimer on _____.

Approved by the Westchester County Board of Acquisition and Contract on the 8th day of August 2020 (No.: 78564: Sani-Pro Disposal Services Corp/.d/b/a Suburban Carting, Co.).

Approved as to form and manner of execution:

David Vutera
Associate County Attorney

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MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 2020, before me personally came
_____, to me known, and known to me to be
the _____ of _____, the municipal
corporation described in and which executed the within instrument, who being by me duly
sworn did depose and say that he/she resides at
_____ and
that he/she signed his/her/their name(s) thereto by authority of the board of said municipal
corporation.

Notary Public

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CERTIFICATE OF AUTHORITY
(Municipality)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

I, _____, and officer other than the officer signing the agreement, hereby certify that I am the _____ of the _____, a municipal corporation duly organized in good standing under the New York State _____ Law named in the foregoing agreement that _____, who signed said agreement on behalf of the Municipality was, at the time of execution _____ of the Municipality, that said agreement was duly signed on behalf of said Municipality by authority of its _____ thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Name: _____
Title: _____

On this _____ day of _____, 2020, before me personally came _____, to me known, and known to me to be the _____ of _____, the municipal corporation described in and which executed the within certificate, who being by me duly sworn did depose and say that he/she resides at _____ and that he/she signed his/her/their name(s) thereto by authority of the board of said municipal corporation.

Notary Public

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Schedule A: Municipal Residential Food Scrap Collection Program
(to be completed by the Municipality)

Municipality: _____

Program Type: Drop-off Location Curbside Collection Both

Drop-off Location Site Name and Address:

- Registered pursuant to 6 NYCRR Part 362-3.3(a) (attach a copy of the registration)
- Exempt pursuant to 6 NYCRR Part 362-3.2(c)

Program Contact:

Name: _____

Telephone: _____

E-mail: _____

Does the program require enrollment?

- No
- Yes: Number of households currently enrolled: _____

Does the program have a limit on the number of households permitted to participate?

- No
- Yes: Limit: _____

Service type requested:

- The Municipality will deliver to Contractor's Transfer Station:
- using a curbside collection vehicle.
 - by delivering Toters to the Transfer Station.
- The Contractor will collect from one Residential Food Scrap Drop-off Collection Program site.

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Schedule B: Fees

In consideration of the services provided by the County, the Municipality shall pay the RDD in accordance with the following fee schedule for the period from October 12, 2020, through and including October 31, 2020.

Service:	Municipal Fee:
Transportation and Disposal from the Municipality’s Residential Food Scrap Drop-off Collection Program, once weekly:	\$29.28/ton*
Transportation and Disposal of the Municipality’s Residential Food Scrap Collection Program, which has been delivered to Contractor’s Transfer Station:	\$15.00/ton* up to 19.99 tons in a single calendar year
Transportation and Disposal of the Municipality’s Residential Food Scrap Collection Program, which has been delivered to Contractor’s Transfer Station:	\$10.00/ton* for tonnage of 20 tons or more in a single calendar year

*For purposes of this fee schedule, tonnage shall be averaged based upon the number of Toters collected from the Municipal Drop-off Location, with the weight of each Toter being calculated at 200 lbs per Toter. It is expressly acknowledged and agreed by the parties that there will be no adjustment or reduction for partially filled Toters and that each Toter will be calculated using the maximum estimated weight.

Effective November 1, 2020, and for each subsequent year of the term of this Agreement, and any extensions thereto, each item in the fee schedule shall increase the amount of the Adjustment Factor as determined in connection with the District’s Solid Waste Inter-Municipal Agreement, whether or not the Municipality is party to the Solid Waste IMA.

No local municipality shall charge a fee to any resident or any other local municipality in connection with this Agreement.

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Schedule C: Organics Recycler's Material Guidelines

[Page Intentionally Blank- Guidelines Attached]

ACCEPTABLE MATERIALS

**IF IT CAME FROM SOMETHING LIVING,
IT CAN GO IN THE COMPOST**

YES:

- **All foods** (veggies, fruits, grains, meat, dairy, fat, eggshells, nuts, shells, bones and fats)
- **Food soiled paper** (coffee filters, tea bags, parchment paper, uncoated paper plates, etc.)
- **Certified compostable products** (bags, dishware, cutlery, etc.)
- **Tree debris and yard waste** (leaves, branches, twigs, weeds, grass, wood chips, logs, etc.)

NO: Including but not limited to...

- Trash
- Glass
- Metal
- Plastics
- Produce stickers
- Rubber bands and twist-ties
- Plastic lined paper products
- Wax paper products
- Pet feces or litter

**OUR COMPOST IS ONLY AS GOOD AS THE
MATERIAL IT IS MADE FROM**

Thank you for helping us keep our product great by properly sorting your waste.



**WESTCHESTER'S
FIRST FOOD WASTE
COMPOSTING FACILITY**

INSERT PLANT HERE



HOURS OF OPERATIION

MONDAY - FRIDAY: 7 AM - 4 PM
SATURDAY : 7 AM - 12 PM
SUNDAY: CLOSED

CONTACT US

914.265.6067
INFO@SMMCOMPOST.COM
SMMCOMPOST.COM

2 BAYVIEW RD
CORTLANDT MANOR, NY
10567



NATURE WASTES NOTHING.

ABOUT US

Sustainable Materials Management, Inc. (SMM, Inc.) is Westchester's first NYSDEC registered food waste composting facility.

Our facility is open to all certified waste haulers, both public and private, landscapers, and residents. We accept tree debris and source separated organics (SSO) — which includes food scraps and yard waste.

Contact your waste hauler or your municipal officials to find out if they offer an organics collection service or food scrap recycling program.

WHAT IS COMPOSTING

Composting is one method of “organics recycling”. It is the natural process of aerobic decomposition by which oxygen-breathing bacteria and fungi transform organic matter to a stable form.

This “stably decomposed organic matter” is what we call compost. It is a crucial component of soil that is full of beneficial nutrients and organisms that all plant life relies on.

Composting produces a value-added product that is used to nourish plant life and improve the biological, chemical, and physical characteristics of soil.

DROP-OFF PROGRAM

CAN'T COMPOST AT HOME? NO WORRIES!

Save your scraps at home, bring them to us, and we'll compost them for you.

The SMM, Inc. Drop-Off Program is a separate from our commercial acceptance, and intended only serve residents who live in municipalities that do not operate a drop-off program.

Fill out an application online or at our office. Visit smmcompost.com/drop-off for more information.

OUR MISSION

SMM Inc. is dedicated to diverting organic materials from the waste stream to improve the health of our air, water and soil through the production and distribution of high quality compost.

We turn your discarded food scraps into a safe and nutritious soil amendment for home, commercial and agricultural use.

Go to smmcompost.com to learn more.

BENEFITS OF COMPOSTING

- Composting completes a natural cycle that returns essential nutrients and organic matter back into the soil.
- Local composting infrastructure reduces the financial and environmental costs of landfilling, incineration and transportation.
- Compost use also plays a vital role in flood prevention by improving soil's ability to both drain and retain water.

SCRAP SAVING TIPS

- Use a small kitchen caddy to collect your scraps. Empty it daily into a larger collection bin/bucket that you bring to the curb or use to transport to your drop-off site.
- Putting woodchips or shredded paper/cardboard at the bottom of your bins can help absorb liquids that create foul odors.
- Visit our online drop-off page for more information.



ULSTER COUNTY RESOURCE RECOVERY AGENCY



Partners in Composting Program

999 Flatbush Road, Kingston, NY 12401
845-336-0600 • WWW.UCRRR.ORG • @UCRRA



ULSTER COUNTY RESOURCE RECOVERY AGENCY

999 Flatbush Road, Kingston, NY 12401 • 845-336-0600 • WWW.UCRRR.A.ORG • @UCRRR

Partners in Composting Program

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ULSTER COUNTY RESOURCE RECOVERY AGENCY

Our mission is to protect public health and the environment and to promote sustainable materials management practices in Ulster County by efficiently managing solid waste materials with a focus on resource conservation.

For over 30 years, Ulster County Resource Recovery Agency (UCRRA) has been developing and implementing sustainable waste management programs for Ulster County. UCRRA is a solid waste authority, public benefit corporation, and permitted solid waste facility with commercial Transfer Stations in Kingston and New Paltz, NY. UCRRA manages all municipal solid waste generated in Ulster County per the Ulster County Flow Control Law (2012) and enforces mandatory recycling per the Ulster County Mandatory Source Separation and Recycling Law (2010). UCRRA offers many programs and services in pursuit of our mission and the UCRRA Recycling Outreach Team is available to help improve or implement waste reduction programs for local businesses, schools, and institutions. Our team is dedicated to community engagement and outreach education to inform the public about the benefits of waste reduction, recycling, and composting.

Organics Recovery Facility

Our Organics Recovery Facility began as a small pilot project in 2012. Using Extended Aerated Static Pile methods of composting, or EASP, the Ulster County Resource Recovery Agency has shown industry leadership in demonstrating the feasibility, environmental, and economic benefits of large scale composting. Composting reduces the waste stream and is a more sustainable way to manage organic wastes such as food scraps. Composting reduces methane pollution at landfills and carbon emissions from waste transport. Composting lessens waste disposal costs and increases reuse, all while creating an end product that improves local soil quality. Our Composting Pilot Project became a fully established Organics Recovery Facility in 2016. A permitted operation, the composting program receives regulatory oversight and guidance on best management practices from the New York State Department of Environmental Conservation.

Food scraps are blended with ground yard waste in a mixing bay to achieve 3:1 carbon to nitrogen ratio



The mixture is placed on an aeration zone for 35 days. A system of blowers and pipes force air into the pile aiding in decomposition and odor management. Composting temperatures reach 131-165° F.



Active composting is finished after 35 days, when the compost is removed from the aeration system and cured in windrow piles for an additional 60 days. The compost cools as it continues to age and mature on site.



A nutrient-rich, locally produced compost is the end result of the processes.

Compost is screened and sold in bulk and in 1 cf bags at UCRRA.

Why Compost?

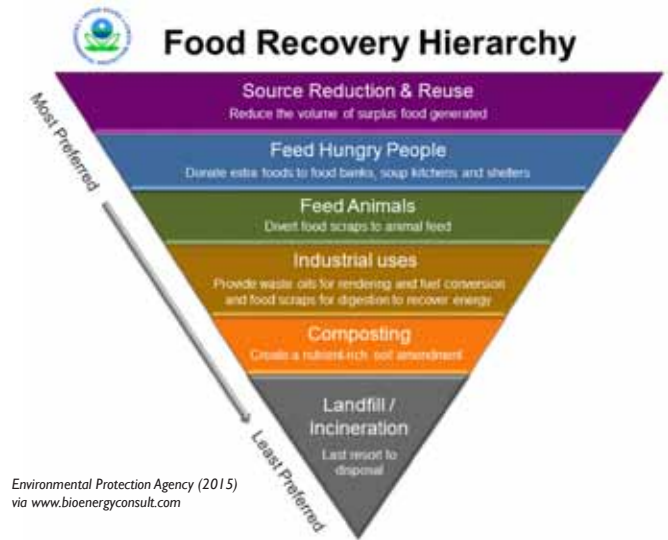
Wasting food wastes everything – water, labor, fuel, land use...and money.

Americans generate more than **250 million TONS** of municipal solid waste each year

FOOD WASTE makes up the largest component (22%) of material buried in landfills



At the landfill, **FOOD WASTE** degrades anaerobically and creates **METHANE**, a greenhouse gas more potent than carbon monoxide



FOOD makes up 15% of the **TOTAL** waste stream, nationwide

40% of the food produced in the USA is never eaten

The value of this wasted food is estimated to be \$161 billion per year or \$1,500 per year for a family of four.



Food Scraps are a valuable natural material that can be recycled into compost (an organic matter resource)



In Ulster County, each truck sent to the landfill travels 480+ miles roundtrip. By Composting, UCRRA has removed 356 tractor trailer trucks off the road, conserving over 33,000 gallons of diesel fuel (2012-2019)



Composting, recycling, and other waste reduction practices can significantly reduce waste disposal costs for restaurants, businesses and schools!



Grow Ulster Green Compost

Produced locally and sustainably at the
Ulster County Resource Recovery Agency Organics Recovery Facility
999 Flatbush Road, Kingston NY



Our Grow Ulster Green Compost is manufactured from wood chips and food scraps from our Partners in Composting. Compost is screened, unblended, and available for sale in bulk or in 1 cubic foot bags. Ulster County Resource Recovery Agency is a proud member of the United States Composting Council and participates in the STA Certified Compost Program. Please visit www.UCRRRA.org to learn more.



DID YOU KNOW?

It takes 500 - 1,000 years for nature to create 1 inch of topsoil!



This compost product has been sampled and tested as required by the STA Certified Compost Program of the US Composting Council. Test results are available online at www.ucrra.org/compost/ or by calling 835-336-0600. The US Composting Council makes no warranties regarding this product or its contents, quality, and suitability for any particular use.



Compost is an organic matter resource that has the unique ability to improve the chemical, physical, and biological characteristics of soils. These benefits help conserve water, reduce runoff, suppress plant disease pathogens, and reduce the need to use chemical fertilizers and pesticides.

Compost has many horticultural benefits, uses, and applications. Compost can be used to grow flowers, vegetables, trees/shrubs, or lawns. Compost can also be used in storm water management or erosion control applications.



US Composting Council®
Proud Member
I'm a Soilbuilder!

HOW TO GET STARTED

Become a Partner in Composting

Help Us Grow Ulster Green

Step 1

Contact the Ulster County Resource Recovery Agency (845-336-0600) to meet with Staff and tour our Organics Recovery Facility. These meetings are essential to understand our operations, and allow us an opportunity to learn about your business and your particular waste stream. You'll be asked to complete a Partners in Composting Questionnaire to gather important information.



Step 2

A successful composting program includes a strategy for education and engagement with the entire community involved – how will employees, students, customers, or other participants be informed of your new composting program? Trainings and Site Visits to your location are available upon request. The UCRRA Recycling Outreach Team is available to assist local businesses, restaurants, schools, and facilities with a free consultation service to offer guidance on program planning. We recommend this for a successful composting program! UCRRA can also provide training on source-separation of food scraps, share free posters and other resources to our Partners in Composting. These services will help improve the ease and success of your composting program! We also ask our Partners to establish a plan for ongoing monitoring and oversight over the program, so that any new staff or new participants are always trained on what can and can not be composted.

Step 3

We'll review your Questionnaire for details about your collection program and plan to train employees/students/participants. Upon approval, you'll become a Partner in Composting. We'll use the information from your Questionnaire to set up your account and start tracking how many lbs. of food you've composted. For a small deposit fee, Partners in Composting have the option to sign-out 35 gallon rolling carts for their food scrap collection program. You must sign an Agreement to utilize this equipment.



DROP - OFF PROCESS

UCRRA does not offer hauling services; Partners in Composting must self-haul food scraps to our Organics Recovery Facility once their account is set up.

WEIGH-IN

There is no appointment necessary to drop off loads of food scraps. The Organics Recovery Facility is located at the Ulster Transfer Station, 999 Flatbush Road in Kingston and is open Monday - Friday 7:00 am - 4:00 pm, Saturday 7:00 am - 3:00 pm. Drive your vehicle onto the scale and let the Scale Operator know your account information. They will direct you to the unloading zone.



UNLOADING

As a permitted solid waste facility, safety is our top priority. Wear closed-toe boots and the appropriate clothing when unloading food scraps. Always be aware of your surroundings for traffic and heavy machinery on site. A member of our Operations Team will greet you at the unloading zone. UCRRA is dedicated to the quality of our finished compost product, which is why all loads are visually inspected for contaminants. You can expect feedback about the quality or contamination of food scraps brought to the site. UCRRA reserves the right to reject any contaminated loads. Under those circumstances, you may be charged additional fees.

WEIGH-OUT

After unloading, drive your vehicle back onto the scale to weigh-out. The Scale Operator will calculate a tare weight so you are not charged for the weight of your vehicle. Make your payment at the scale by CHECK, CREDIT CARD (VISA, MASTERCARD, DISCOVER), CASH (EXACT CHANGE ONLY) or through your CREDIT ACCOUNT. Our Partners in Composting have the option to set up a credit account that would allow you to pay monthly by invoice. There is no fee to set up a credit account. A credit account is not required to use the facility.



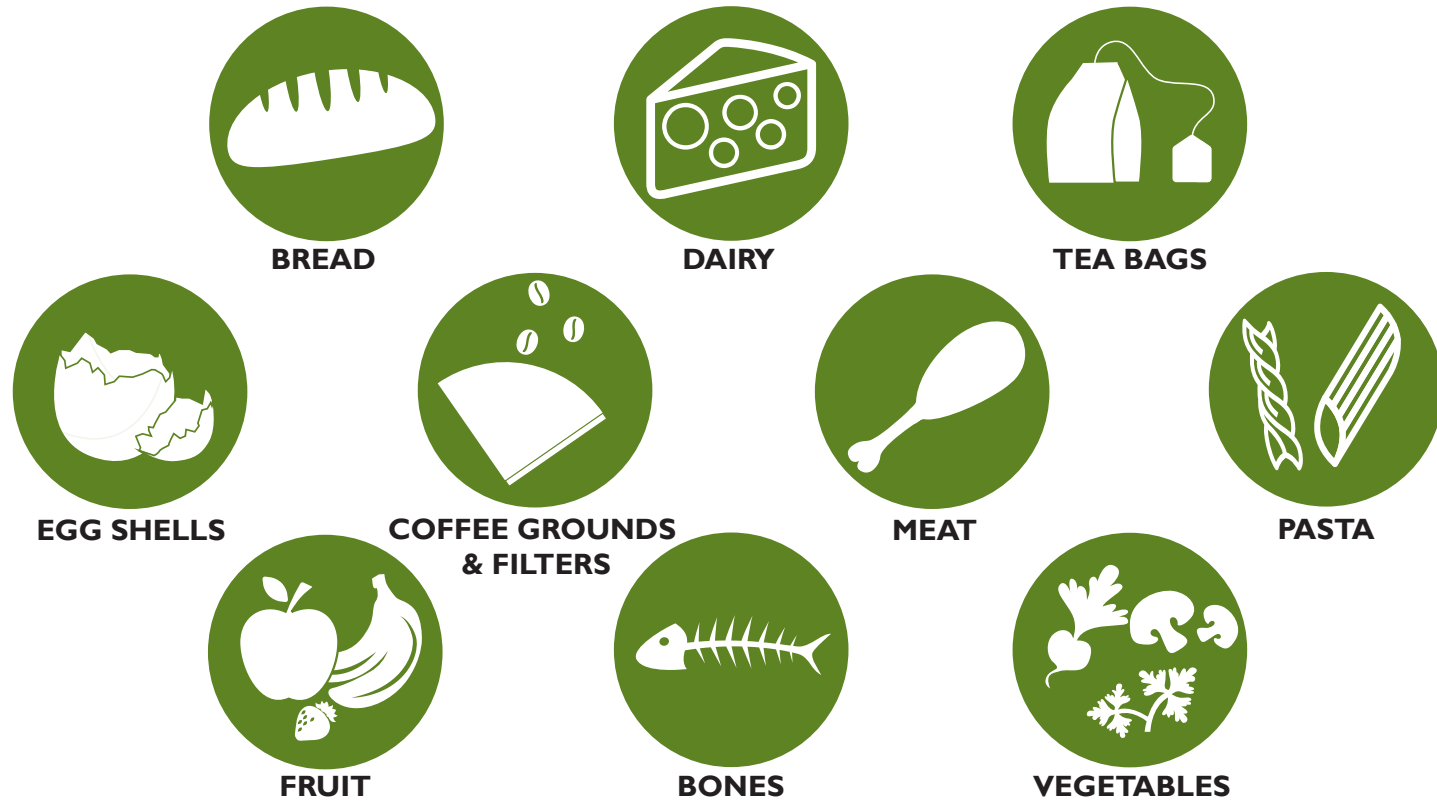
Compostable Organics

THESE ITEMS ARE ACCEPTABLE



All food scraps and food residuals

Uneaten food and food waste residuals including peelings, shavings, ends, cores, cooked or uncooked food scraps



CERTIFIED COMPOSTABLE PACKAGING

BPI stands for Biodegradable Products Institute, and BPI provides a certification and labeling system for packaging that assures compostable products meet certain scientific standards for industrial composting. Approved packaging must be BPI certified compostable products with ASTM D6400 or D6868 standards. In addition to being certified, approved packaging must be easily identifiable as certified compostable such as green colored bags, green stripes, clearly labeled BPI, clearly printed COMPOSTABLE, etc. Visit www.bpiworld.org for a list of BPI certified compostable products. Please see FAQ on page 11 for more information.

Compost Contaminants

THESE ITEMS ARE NOT ACCEPTABLE



Non-food: Plastic, Glass, Metal, Cardboard, Paper, Clothing, etc.



Bulk liquids, grease, animal fats, cooking oils, etc., condiment packaging, produce stickers, rubber bands, twist ties, latex gloves, etc., utensils/straws, aluminum foil, pizza boxes, frozen food boxes, corrugated cardboard, brewery waste, animal manures, coated paper products (paper cups, paper plates), non-certified packaging (products labeled “eco-friendly”, “plant-based”, etc.)

When in doubt, ask! Call 845-336-0600

Group Composting: Tips for Success

It's often not enough to just add another bin at the trash/recycling station. A successful composting program must have a strategy for education to engage the whole community involved. What does it take to launch a successful program?



Composting in the Workplace/at School

- Conduct a waste audit to study what can be composted or reduced. Contact the UCRRA Recycling Outreach Team for assistance.
- Host meetings and trainings to inform, educate, and inspire participation in the composting program. Cover topics like: What is composting? What are the benefits of composting? How to source-separate food? What is contamination? Who to contact with questions about the program?
- Approval and support from all departments is essential (executive staff, custodial staff, cafeteria staff, other faculty, purchasing departments, etc.)
- Put a plan into action. Decide where to place compost bins, signs, stickers, and educational posters to launch the program. Look for more ways to notify participants such as through emails, staff meetings, or with a demonstration. Hands-on trainings at the compost collection bin is essential when launching a program.
- Pilot the program – look at challenges, look for opportunities, observe the waste stream, make adjustments as necessary. Ask for feedback from participants.
- Establish some type of ongoing monitoring and control of the program.

Composting at Special Events

All of the tips mentioned above also apply for special events and festivals. Additionally, here are more specific tips for events:

- Contact the UCRRA Recycling Outreach Team for free consultation and guidance in event composting/recycling.
- Work with festival vendors as early as possible. Require or incentivize using compostable serviceware (cups, forks, plates, etc.) by all food vendors. Use an event policy or sustainability statement to increase compliance.
- Education at the bins is essential! Who will help - volunteers or staff? How will volunteers/staff be trained to control contamination?
- Announcements during the event, signs at each vendor booth, messages on event advertisements, social media, etc. can help raise awareness.
- Ongoing monitoring/control of the program throughout the event.

** Community Events must have prior approval to use the UCRRA Organics Recovery Facility*

Tips for Reducing Wasted Food

Reduce

Learn how to interpret food labels: Best by / Use by / Sell by dates.

Visit: www.USDA.org

Before grocery shopping, check the fridge, freezer, and pantry for what's already "in stock".

Choose to buy bruised, imperfect, ugly produce.

Plan one meal per week with foods that have been stored in your kitchen the longest, or use up perishable foods that need to be eaten as soon as possible.

Learn how to properly store foods so they don't spoil.

Visit: www.savethefood.com

Eat leftovers! Make an "Eat First" shelf in the fridge. Hang a sign to remind you to eat those items before choosing other items.

Reuse

Donate excess food to a Regional Food Bank.

Visit www.feedingamerica.org/find-your-local-foodbank

Donate fresh food and hot meals to Local Food Pantries or Meal Centers.

Visit: ww.ulstercorps.org/agencies/food-pantries

Find creative ways to reuse food scraps with new recipes (soups, sauces, casseroles, etc.)

Visit: www.savethefood.com

Organizations that donate food to nonprofit organizations are protected by law. Learn about Food Donation Liability and the Federal Bill Emerson Good Samaritan Food Donation Act

Visit: www.feedingamerica.org/about-us/partners/become-a-product-partner/food-partners

Recycle

Compost any food scraps that cannot be reduced or reused in other ways.

Understanding Food Labels

A "Best if Used By/Before" date indicates when a product will be of best flavor or quality. It is not a purchase or safety date.

A "Sell-By" date tells the store how long to display the product for sale for inventory management. It is not a safety date.

A "Use-By" date is the last date recommended for the use of the product while at peak quality. It is not a safety date except for when used on infant formula.

A "Freeze-By" date indicates when a product should be frozen to maintain peak quality. It is not a purchase or safety date.

Definitions from United States Department of Agriculture.

Visit WWW.USDA.GOV for more information

Frequently Asked Questions



Why should we compost?

Composting has many benefits! Food scraps are highly recyclable through composting. Composting reduces the waste stream, which saves landfill space for items that can't be recycled. Composting can help reduce waste disposal costs, especially for large waste generators. Composting is one of the most effective ways to reduce the pollution that causes climate change. The finished compost that results from the composting process has many horticultural uses and applications.

How does composting work?

Composting is a natural process where organic materials (like food scraps, yard trimmings, and animal manures) are mixed together and managed in a controlled way. A complex food web of soil organisms work to break down, or decompose, the plant materials. As the soil organisms work to break down the materials, the compost pile will heat up. By providing consistent management for the chemical, physical, and biological processes at work, composters create an ideal environment for the soil organisms to thrive - and the end product is called compost.

Am I required to compost?

Ulster County passed the Food Waste Prevention and Recovery Act in December 2019. The law goes into effect on July 1st 2020 and will regulate generators in Ulster County. The law requires large food waste generators to first separate and donate edible food, and recycle all remaining food scraps regardless of the distance to the nearest organics recycling facility. The Ulster County law differs from the State law in that it does not exempt schools, hospitals, or assisted living facilities. The Ulster County law establishes implementation tiers for large food waste generators starting at 2 tons per week in 2020; 1 ton per week in 2021; 0.75 tons per week in 2022; and 0.5 tons per week in 2023. **For more information about the law, please visit www.ulstercountyny.gov**

New York State passed the Food Donation and Food Scraps Recycling Law in April 2019. The law goes into effect on January 1, 2022 and requires large generators of wasted food and food scraps to separate and donate edible food and recycle all remaining food scraps if located within 25 miles of an organics recycling facility. Large generators are defined as making more than 2 tons of wasted food per week. **For more information about the law, please visit www.dec.ny.gov/chemical/114499.html or contact FoodScrapsLaw@dec.ny.gov**

Do I need a special permit to transport/haul my food scraps?

Transporting residential and institutional waste (including food scraps) is exempt from NYSDEC transporter regulations (364-2.1(b)(1)). In addition, regulated waste (commercial or industrial waste) is exempt in quantities less than or equal to 2,000 pounds in a single shipment (364-2.1(b)(5)). If a transporter is hauling over one ton of commercial waste (which includes food scraps from a restaurant or grocery store), the transporter must register the vehicle with NYSDEC (364-3.1(c)). **For more information about the permits visit www.dec.ny.gov/chemical/8483.html**

How much space is needed?

In small commercial kitchens, a simple five-gallon bucket can be used to collect food scraps and plate scrapings during the day. Regularly dump the bucket into a larger container, such as a designated tote bin for food scraps. In larger kitchens, a recycling-composting-trash station should be created. The station consists of three bins, with clear signs to show what goes where. Consult with the UCRRA Recycling Outreach Team for guidance on bin placement, or how many bins you may need.

Frequently Asked Questions

continued



Will collecting food scraps create odors or attract pests? _____

With sanitary management techniques and best practices, it's easy to prevent nuisances like odors and pests. Food scraps should be stored in a sealed, leak-proof container and the container should be regularly emptied and rinsed clean. Consult with UCRRA for guidance on preventing odors and pests.

Is there a lot of maintenance involved? _____

No! The number of regular drop-offs you make to UCRRA depends on the amount of food scraps you generate. In general, plan to drop off food waste once per week. We recommend keeping collection bins lined with compostable bags to further reduce any maintenance of cleaning the collection bins.

Should we use compostable bags? _____

Yes! Compostable bags help keep your food scrap collection containers clean and sanitary, while reducing the maintenance required to wash and rinse the containers. Compostable bags also make unloading at UCRRA easier. We recommend only using compostable bags that are BPI certified compostable products.

Why does UCRRA require compostable products to be BPI certified? _____

BPI stands for Biodegradable Products Institute, and BPI provides a certification and labeling system for packaging that assures compostable products meet certain scientific standards for industrial composting. BPI certified compostable products are tested to meet the ASTM D6400 or D6868 standards.

ASTM (the American Society for Testing and Materials) is the industry technical standard based on pass/fail criteria for compostability using test methods and third party verification. Approved packaging must be easily identifiable as certified compostable, such as clearly printed COMPOSTABLE, clearly labeled BPI, or have coloring such as green colored bags, green stripes on cups, etc. This helps our operations team rule out contaminants and process material more effectively. **Visit www.bpiworld.org for a list of products.**

Can composting save money? _____

Yes! Because food scraps make up a large portion of the waste stream, composting can help reduce waste disposal costs. When combined with other waste reduction and recycling practices, these costs savings can be substantial. This is especially true for schools, restaurants, cafes, and other food service establishments where the majority of the waste stream is inedible food scraps.

What is a waste audit? _____

A waste audit is the practice of studying and recording the amount and types of waste generated at a specific location. Waste audits can be a facility walk-through or an actual "trash sort" where waste is collected, sorted, and weighed as various categories. Consult with UCRRA for guidance on how to conduct a waste audit.

Are there companies that will pick up my food scraps for me? _____

UCRRA does not haul food scraps, but these services may be available in your area through a private company. UCRRA maintains a contact list for food scrap management services. Visit www.UCRRA.org

Definitions

BPI certified: a certification and labeling system for packaging that assures compostable products meet scientific standards for industrial composting. BPI stands for Biodegradable Products Institute. Visit www.bpiworld.org

Compost: a crumbly, dark material that looks and smells like soil – but it is not soil. Compost is a humus material high in organic matter, soil microbes, and plant micronutrients. Compost has many horticultural uses and applications. Compost can be used to plant trees, shrubs, flowers, vegetables; it can be used on lawns, sown directly into fields and garden beds, used in greenhouses, for seed starter packs or container gardening. Compost aids in soil moisture retention, improving soil structure, and has many other chemical and biological benefits.

Compostable: any organic, biodegradable material that will decompose in the composting process. UCRRA accepts compostable packaging only if it is BPI certified.

Composting: the natural process by which plant and animal wastes slowly break down, or decompose; this process is aided by micro and macroscopic soil organisms. The composting process requires oxygen, moisture, and a 3:1 mix of carbon and nitrogen sources (browns and greens). The end result of these processes is “compost.”

EASP: EASP stands for Extended Aerated Static Pile composting and is the composting method used at Ulster County Resource Recovery Agency. A network of perforated pipes and blowers allow a high volume of forced air to circulate through the pile continuously, (positive pressure) which helps control the decomposition process.

Food Scraps: inedible food and food waste residuals such as the peelings, shavings, ends, cores, of vegetables and fruits, or scraps of meat and fish bones, or dairy products, coffee grounds, etc. or any other food residuals generated in the preparation of a meal or during food processing (pre-consumer) or food residuals from plate-scrappings (post consumer)” Food scraps DOES NOT INCLUDE waste vegetable oil or other bulk liquids and grease.

Large Food Scraps Generator: a person, business, entity, or institution that generates an annual average of one half ton per week or more of food scraps, at a single location. Large generators may include, but are not limited to, supermarkets, food service businesses, hotels, correctional facilities, entertainment venues, hospitals, nursing homes, schools, caterers, and food preparation and processing businesses. **as defined by Ulster County Food Waste Prevention and Recovery Act.*

Organics: any natural, biodegradable material that derives from plants or animals. In composting, “organics” can mean food scraps, yard waste, paper, animal manures, etc.

Sustainability Statement: a written statement or plan that explains or outlines the company’s goals to lessen the organization’s environmental impact, or carbon footprint, through company practices, or procurement.

Resources

Biodegradable Products Institute (BPI Certified Products)

www.products.bpiworld.org
1-888-BPI-LOGO (274-5646)

Cornell Waste Management Institute

www.cwmi.css.cornell.edu
607-255-1187

Environmental Protection Agency

www.epa.gov

New York State Association for Reduction, Reuse, Recycling

www.nysar3.org
518-482-7395

New York State Department of Environmental Conservation

www.dec.ny.gov
Bureau of Waste Reduction and Recycling 518-402-8706

New York State Pollution Prevention Institute

www.rit.edu/affiliate/nysp2i
585-475-2512

North East Recycling Council

www.nerc.org
802-254-3636

Ulster County Department of the Environment

www.ulstercountyny.gov/environment/department-environment
845-338-7287

Ulster County Department of Health

www.ulstercountyny.gov/health/health-mental-health
(845) 340-3150

U.S. Composting Council

www.compostingcouncil.org
301-897-2715

ULSTER COUNTY RESOURCE RECOVERY AGENCY

999 Flatbush Road, Kingston, NY 12401 • 845-336-0600 • WWW.UCRRR.ORG • @UCRRA

Acknowledgements

This booklet was created by Ulster County Resource Recovery Agency, made possible with the support of Ulster County and funding by New York State Department of Environmental Conservation and New York State Environmental Protection Fund.

**Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program**

Schedule D: Grant Information – For Informational Purposes Only

Currently, the NYSDEC has grant opportunities available for supplies to establish a Food Scrap Drop-off Collection Site. This information is subject to change and/or modification by the NYSDEC and is provided by the County solely for informational purposes.

Ensure your organization is registered in the NYS Grants Gateway:

- 1) Visit <https://grantsmanagement.ny.gov/> to complete the registration.
- 2) Download and complete the Registration Form for Administrators. Send with accompanying documentation by mail to: Grants Management, 99 Washington Avenue Room 1550, Albany, NY 12210-2814.
- 3) If your organization does not already have a New York State SFS Vendor ID, the Grants Management staff will obtain one for you. To do so, you must download, complete, and attach the Substitute W-9 Form. If your organization already has an SFS Vendor ID, do not submit a Substitute W-9 form. Please note, the process for obtaining an SFS Vendor ID can take 3-5 business days.
- 4) Attach an organizational chart showing the head of your organization that identifies current leadership and staff members by position, name, and title. A Sample Organization Chart is available for you to view online.

Please note: New York State Grants Management reserves 5-10 business days from the receipt of complete materials to process a registration request.

Once your organization is enrolled, complete the application for the NYS DEC Municipal Waste Reduction and Recycling Program (“MWRR”)

- 1) Search for the “Municipal Waste Reduction and Recycling Program” under grant opportunities. Then begin filling out the electronic Grant Opportunity. *Pro Tip:* The Gateway has a safety feature which automatically logs off after 3 minutes of inactivity.
- 2) Access the Application using the Application Search.
- 3) Click the Forms Menu link.
- 4) Complete the Project Site Address and Program Specific Questions forms. These forms are required for all grant applications.
 - Provide a thorough explanation of the program for which you will use the containers, and provide an estimated lifespan
 - Not all program specific questions listed require answers. If a question is clearly for another type of recycling program just place “N/A” in the answer field.
- 5) Complete the Budget and Workplan forms as directed by the DEC. These forms are required for most grant applications.
- 6) When completing the Budget Table, all composting bins and totes will be placed under the “Equipment” category.
- 7) Upload additionally required materials to the Pre-submission Uploads and/or Grantee Document Folder as directed by the State agency.
- 8) As changes are made, be sure to click the Save button on each page.
- 9) Click the Check Global Errors button to make certain your application is without errors.
- 10) Use the Print Application feature to preview the application.
- 11) To submit the application, ensure the user is logged into the Grants Gateway as either a Grantee System Administrator or a Grantee Contract Signatory. Only users in one of these roles will be able to submit. Verify user roles by clicking on the details link near the top of the page.

**Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program**

Schedule E: Standard Insurance Provisions (Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

Refuse Disposal District #1 Inter-Municipal Agreement:
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- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for

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any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.