



City of Long Beach, New York



Local Solid Waste Management Plan 2019-2028

December 2018

(Updated to reflect Public Input-
December 2019)



**CDM
Smith**

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Executive Summary

The City of Long Beach (City or Long Beach) has developed this Solid Waste Management Plan (SWMP) to document the City's current solid waste management and recycling programs and identify possible cost-effective and environmentally conscience improvements. This SWMP covers a ten (10) year planning period from 2019 through 2028.

This plan was prepared in accordance with 6 NYCRR Part 366 which identifies regulations that must be followed in developing an approvable SWMP. By evaluating Long Beach's integrated waste management experience and efforts in the context of the State's goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Long Beach is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible.

The City of Long Beach's current solid waste program offers residents and businesses the following services:

- Curbside collection of municipal solid waste (MSW), bulky waste, scrap metal, and single stream recyclables, in residential areas;
- Curbside collection of single stream recyclables and bulk cardboard from commercial areas;
- Collection of pharmaceuticals (drop-off located at Long Beach Police Station);
- Electronics recycling program (E-cycling reinstated August 2019);
- Collection of non-hazardous industrial waste; and
- Collection of household hazardous waste through the Town of Hempstead's Stop Throwing Out Pollutants (S.T.O.P.) program.

Additionally, Long Beach operates a transfer station in the north-central portion of the City off Riverside Avenue and adjacent to Reynolds Channel. The transfer station manages construction and demolition (C&D) debris that is generated from municipal projects. The facility is not open to residents of Long Beach.

Biosolids from the City's wastewater treatment plant is managed by Tully Environmental who provides onsite dewatering services and landfill disposal.

Long Beach continues to progress toward a more cost effective solid waste management program. Beginning in 2015, the City implemented single stream recycling in residential and commercial areas and the City has seen with this conversion an improved recycling rate in the last two years. Due to the recent upheaval in the recycling market, the City of Long Beach will reevaluate their recycling approach before the contract expiration in December 2020.

Long Beach will continue to promote waste reduction, reuse and recycling through its existing public outreach and educational programs. Other program or solid waste management initiatives will be

evaluated and/or implemented over the upcoming 10-year planning period. These improvements are outlined in Section 5 and graphically on Table 5-1.

Funding and man-power can delay the implementation of additional programs. The City will strive to identify funding for new programs anticipated to be implemented within the City as it is recognized that funding and manpower are often needed for a successfully implemented program.

The City's Draft SWMP was the subject of a public hearing held at City Hall on October 22, 2019. The Draft SWMP was made available for a 45-day public comment beginning September 19, 2019 and running through November 7, 2019. The presentation made at the public hearing and a summary of the comments/discussions are included in Appendix F. Written comments provided by the Long Beach Environmental Advisory Board were also received. Responses to comments are annotated and sections where edits were made in response to the comment are identified.

Prior to the development of this SWMP, the City operated under its integrated waste management plan that was developed in 1988. This SWMP incorporates the City's current solid waste management practices and presents reasonable approaches to meet the State of New York waste reduction goals.

Section 1

Introduction and Planning Unit Description

In accordance with Environmental Conservation Law (ECL) Article 27-0107(1)(a), local planning units that operate municipal solid waste (MSW) disposal facilities must have an approved Solid Waste Management Plan (SWMP) that outlines management, handling and disposal of refuse. The New York State Department of Conservation (NYSDEC) is tasked to ensure compliance with Article 27 and may withhold permits in jurisdictions that do not have an approved SWMP.

According to the New York State SWMP, entitled “Beyond Waste,” the State intends to prevent waste generation and increase recycling through six main objectives: 1) prevent waste generation; 2) use materials in the waste stream for their highest and best use; 3) maximize reuse and recycling; 4) engage state agencies, authorities, businesses, institutions and residents in sustainable materials management programs; 5) maximize the energy value of materials management; and 6) engage manufacturers in end-of-life management of products and packages.

The NYSDEC recommends a philosophy for local solid waste management which reduces dependency on land burial. In following this philosophy, the hierarchy for achieving such an objective, in order of highest priority to lowest, includes: 1) waste reduction; 2) waste recycling and composting; 3) energy recovery; and 4) landfill disposal.

This report is an update of Long Beach’s 2015 SWMP, prepared in accordance with the New York State SWMP, to cover a planning period of ten (10) years from 2019 through 2028. This SWMP is divided into seven (7) sections with appendices.

Section 1 – Introduction and Planning Unit Description

Section 2 – Solid Waste Generation and Disposal

Section 3 – Solid Waste Projections

Section 4 – Education and Technology Evaluation

Section 5 – Implementation Plan and Schedule

Section 6 – Conclusion

Section 7 - Public Participation

1.1 Planning Unit Description

The Planning Unit of the City of Long Beach is located on a barrier island in the southwest portion of Nassau County. Long Beach has a land area of 2.22 square miles and is bounded to the east by Lido Beach and to the west by East Atlantic Beach. Both of these communities are hamlets of the Town of Hempstead. To the north of the barrier island lies the mainland of Long Island. Between the barrier island and Long Island lies Reynolds Channel, a deep highly trafficked waterway. Long Beach is bounded to the south by the Atlantic Ocean. A location map, depicting Long Beach and the surrounding area is presented as **Figure 1-1**. An aerial photograph depicting the city limits of Long Beach is presented as **Figure 1-2**.

The topography of Long Beach is typical of most barrier island communities; generally minimal topographic variation with highest ground elevation near the center of the island. Ground elevations are approximately between 5 and 11 feet above mean sea level. The lowest elevations are along the boundary of Reynolds Channel.

Development of Long Beach began in the 1870's when the island was first linked to New York City by railroad. With more accessibility the former meadowlands were developed into what is now Long Beach. Extensive development continued through 1920, and in 1922 Long Beach became a City under the municipal laws of the State.

Today, Long Beach is predominantly residential with modern, high-rise apartments, condominiums, multi-family dwellings, and single-family residences as population density limited industrial and commercial development. Future development of Long Beach is limited due to the scarcity of undeveloped land.

Three roadway bridges and one railroad bridge connect the barrier island to the mainland of Long Island. The Michael Valente Memorial Bridge is the only bridge located within Long Beach city limits. The remaining bridges, Loop Parkway and Atlantic Beach Bridge, are located approximately two miles east and west, respectively. A railroad bridge enters Long Beach approximately one-third mile west of the Michael Valente Memorial Bridge. The railroad terminates at Long Beach Railroad Station located at West Park Avenue and Park Place.

Current property development can be characterized as follows:

- Small wood frame bungalows situated on small lots (typically 1,800 to 3,000 square feet (SF)) in the west end and walk areas, many of which were converted into multi-family residences.
- Large 1- and 2-family homes located in center and eastern portions of the City, typically situated on lots from 5,000 to 10,000 SF.
- Multi-family homes and townhouse condominiums on small lots (typically 20,000 SF) in the south.
- Large apartment and condominium buildings (6 to 10 stories) located along Broadway and Shore Road.
- Commercial strips consisting of 1- to 2-story retail establishments along Park Avenue and West Beech Street.
- Light industrial areas, municipal utilities, and multi-family low to moderate income public housing in the north.
- The Long Beach Medical Center occupies a substantial portion of the northeast area (currently closed due to damage from Superstorm Sandy).
- Nursing homes and senior citizen residences are predominantly located on Broadway.

In 2012, Superstorm Sandy devastated the north shore of the barrier island with the storm surge passing over the shoreline and damaging nearly all residences, businesses and critical facilities. As previously stated, some of the lowest elevations on the island are along the northern coast, which is susceptible to flooding. Cleanup of Long Beach is ongoing and has progressed largely through federal funding. Long Beach itself generated thousands of tons of waste during cleanup efforts. By 2015, Long Beach has reconstructed and improved most of its existing infrastructure.

1.1.1 Planning Unit Land Usage

The City of Long Beach has developed or designated approximately 48 percent of its land area for residential use. Based on 2009-2013 Census Bureau American Community Survey, a total of 14,430 housing units exist and 42.8% of occupied housing units are rental units. About 6.1 percent of the area are occupied by commercial/institutional/utilities/industrial establishments. Residential use is generally evenly dispersed throughout the City. Businesses, such as shops and restaurants, are centered on Park Avenue from just east of the Michael Valente Bridge extending west for several blocks. City public services, including wastewater treatment facilities, are located on the northside of the barrier island. Public schools are located at either end of the City limits. There is no concentrated heavy industrial area within the planning unit.

Table 1-1 provides data on existing land usage.

Table 1-1 Existing Land Usage in the City of Long Beach

Usage Type	Acres	Percentage
Residential	752	48.2
Roadways	363	23.3
Recreational	163	10.4
Water	136	8.7
Vacant	51	3.3
Commercial	41	2.6
Institutional	23	1.5
Utilities	22	1.4
Industrial	9	0.6
TOTAL	1,560	100

1.1.2 Population

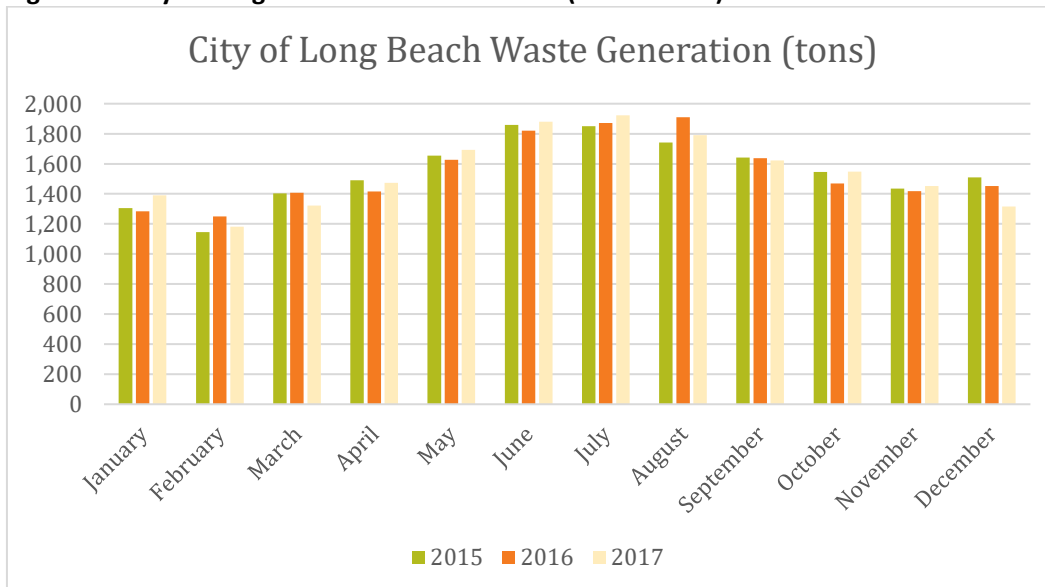
The United States Census Bureau conducts regular census surveys that document the population of Long Beach. **Table 1-2** presents historical population data.

Table 1-2 City of Long Beach Historical Population, 1920-2010

Year	Population
1920	282
1930	5,817
1940	9,306
1950	15,586
1960	26,473
1970	33,127
1980	34,073
1990	33,510
2000	35,462
2010	33,275

Long Beach's population has remained consistent since the 1970s and will likely remain between 32,000 and 36,000 residents during this ten year planning period. The U.S. Census Bureau estimates a population of 33,750 for 2017. When considering the 2.2 square mile land area and the 2017 estimated population, Long Beach has a population density of 15,341 residents per square mile. The City is considered an urban area, as the population density is more than 5,000 people per square mile.

The population of Long Beach fluctuates throughout the year with the tourism seasons, with greatest amount of visitors during the summer months. The majority of the seasonal population is served by hotels, primarily in the boardwalk areas. Due to the population increase during the summer months, waste generation rates have historically increased to approximately 1,600 – 1,900 tons per month compared to 1,200 – 1,500 tons per month in the non-summer months. During the busy summer season, the City picks up waste from business areas 7 days/week, two times per day, in order to keep the streets and beach areas free of trash. The City employs seasonal staff to meet the additional collection requirements of the seasonal population. **Figure 1-3** below presents the fluctuation of waste generation during the past three years – 2015, 2016, and 2017.

Figure 1-3 City of Long Beach Waste Generation (2015 – 2017)

1.1.3 City Government Structure

The City of Long Beach operates with a council-manager form of government. It is the responsibility of the City Manager, who is appointed by the City Council, to administer the daily operations of the City's government. The City Council also appoints a City Attorney who is responsible for advising the Council on legal issues affecting the City of Long Beach. The City has two City Court Judges. The City operates under a Code of Ordinances. The City Council is responsible for changes or amendments to the Code of Ordinances.

As stated in the City's Code of Ordinances (Chapter 12, Section 19), the "City Manager is authorized and empowered to promulgate rules and regulations concerning all details and requirements in connection with the times, places and manner of collection of garbage and refuse..." Enforcement of the City's refuse disposal and recycling requirements is ultimately the responsibility of the City Manager. Fines for offense are included in Chapter 12 of the City Code of Ordinances.

The Long Beach Department of Public Works provides a wide range of infrastructure-based services throughout the City. Public Works oversees several divisions including the Sanitation and Recycling Division, which is responsible for carrying out the City's sanitation services. This includes the collection of MSW, bulk pickup services and recyclables throughout the City as well as electronics recycling and organizing the S.T.O.P program for collection of household hazardous waste.

The Department of Public Works reports to the City Manager. The City of Long Beach's Organizational Chart as well as the Sanitation and Recycling Division Organizational Chart are provided in Appendix C2. Under the City structure the responsibilities for solid waste management and recycling falls to various City Departments. Requirements for solid waste contracts are handled by the Department of Public Works. Public Works staff are also responsible for data collection and evaluation. Updates to the LSWMP as well as solid waste reporting is the responsibility of the Public Works department. Public outreach and education are provided through the City's Public Relations office. Enforcement is handled by the Building Department and the physical collection of the waste is addressed by the Sanitation Department.

The City provides services including general government support, education, public safety, transportation, economic opportunity and development, culture and recreation and home and community services. Property taxes, mortgage taxes, franchise fees, and state and federal grants finance the services provided, including the cost associated with the collection of solid waste and recyclable materials. The City also charges user fees to customers to help cover the cost of certain services it provides. The City's Code of Ordinances establishes the fee to residential and commercial properties for the collection of garbage by the City. The 2018-2019 proposed budget for the Sanitation and Recycling Division is approximately \$4.0 million, which is primarily composed of \$2.0 million in disposal fees and \$1.5 million is salaries. The City reports that MSW disposal costs for 2017 are \$93.00/ton, while the cost for handling single stream recyclables was \$2.25/ton.

1.1.4 Municipal Facilities

Long Beach operates and maintains various municipal facilities including parks and buildings which are provided with solid waste collection services. A summary of municipal facilities and their associated solid waste collection services is provided in **Table 1-3** below:

Table 1-3 Municipal Facilities and Parks

Municipal Buildings	Solid Waste Services	Schools	Solid Waste Services
City Hall	MSW, Single Stream	East Elementary School	MSW, Single Stream
Long Beach Recreational Center	MSW, Single Stream	Lindell Elementary School	MSW, Single Stream
Martin Luther King Community Center	MSW, Single Stream	West Elementary School	MSW, Single Stream
Ice Arena	MSW, Single Stream	Long Beach Middle School	MSW, Single Stream
Fire Department	MSW, Single Stream	Long Beach High School	MSW, Single Stream
Police Department	MSW, Single Stream	Parks	Solid Waste Services
City Animal Shelter	MSW, Single Stream	Ocean Beach Park	MSW, Single Stream
Wastewater Treatment Facility	MSW, Single Stream	Georgia Avenue Park	MSW
Water Purification Plant	MSW, Single Stream	Magnolia Playground	MSW
West End Community Center	MSW, Single Stream	Veterans Memorial Park	MSW
Indiana Firehouse	MSW, Single Stream	Leroy Conyers Park	MSW
Maple Blvd Firehouse	MSW, Single Stream	Municipal Fishing Pier	MSW
Water Transmission Building	MSW, Single Stream	Pacific Playground	MSW
100-150 West Pine (Sanitation, Street Maintenance and Beach Maintenance Offices)	MSW, Single Stream	Clark Street Playground	MSW
Auxiliary Police Headquarters	MSW, Single Stream	Skateboard Park	MSW
Long Beach Senior Center	MSW, Single Stream	Dog Run	MSW
Boardwalk Comfort Stations	MSW, Single Stream	Municipal Boat Launch	MSW

Single stream recycling is implemented at Ocean Beach Park but is currently not implemented in the City's other parks due to the high contamination rate in the recycling bins. The City is currently evaluating alternative ways to minimize contamination of recycled material within all parks.

1.1.5 Commercial Entities in Long Beach

Long Beach's commercial areas consist primarily of restaurants, hotels and small businesses. Commercial areas consist of approximately 2.6% of the City's land use. As a result, Long Beach is not home to significant industries, private institutions, large retailers or commercial centers that contribute large amounts of waste. A single major grocery chain food store is located on Park Avenue. Institutional land uses include a hospital and sub-acute residential care facilities. Long Beach provides curbside refuse collection for approximately 250 businesses in the City. The remaining commercial entities in Long Beach are served by private carters.

Separate lists of businesses served by the City and private carters for refuse services are provided in Appendix C. Long Beach provides curbside single stream recycling in commercial areas.

1.1.6 Neighboring Jurisdiction Impacts

Long Beach is bordered to the east by Lido Beach and to the west by Atlantic Beach. The villages of Island Park and Lawrence are on the mainland of Long Island, across Reynolds Channel, to the north.

Long Beach has a long-term agreement with the Town of Hempstead for the disposal of municipal solid waste (MSW) through December 31, 2019. Before the agreement expires, the City intends to negotiate a new agreement with new, lower rates or explore other viable options. MSW is hauled

directly by packer trucks to the Merrick Transfer Station in the Town of Hempstead where it is consolidated into larger loads before being hauled to the Covanta Waste-to-Energy Facility in Westbury, NY for disposal.

Note: City of Long Beach has entered into a new contract for MSW disposal beginning January 1, 2020. See Appendix A.

Hauling of solid waste is primarily over state roadways with minimal impacts to neighboring communities. The transfer and disposal facilities are located near Long Beach which minimizes truck traffic and the associated carbon footprint while also minimizing hauling costs. The Merrick Transfer Station is located approximately 10 miles from Long Beach and the Covanta facility is located 8 miles from the transfer station.

Single stream recyclables are collected curbside from residential and commercial areas and hauled directly to the Town of Hempstead District #1 Transfer Station in Lawrence, NY, which is located approximately 7 miles from the center of Long Beach.

Tonnages of other waste streams that are managed at the transfer station are less than that of MSW and single stream recyclables, and thereby contribute less truck traffic by comparison.

The City's existing solid waste management arrangement with the Town of Hempstead will not have a negative impact on the neighboring communities.

1.1.7 Historical Practices

Following the State Solid Waste Management Plan of 1987 and the Solid Waste Management Act of 1988, the City of Long Beach, along with other municipalities throughout the state, implemented an integrated solid waste management system that emphasized recycling and waste diversion. The table below provides a brief history of how Long Beach has implemented their Solid Waste Management Plan.

Table 1-4 City of Long Beach Historical Solid Waste Management Practices

Year	Task
1992	City initiated voluntary recycling program including collection of newspaper, commingled cans (ferrous and nonferrous) and bottles (clear, amber and green). The City also designated a drop off area for plastics.
1992	City entered into a contract with Tully Contracting, Inc to provide an onsite dewatering unit (belt press) to remove liquid from wastewater sludge.
1995	Mixed paper including telephone books, chipboard, magazines, computer paper, colored bond paper, white bond paper, cardboard, junk mail, loose leaf paper, etc., was added to the residential and commercial recycling program.
1998	City entered into an agreement with the Town of Hempstead to participate in their household hazardous waste collection program: Stop Throwing Out Pollutants (STOP).
2005	City implemented a fluorescent light bulb recycling program for municipal facilities in accordance with Chapter 145 of the Laws of New York.
2008	City added #3 (PV), #4 (LDPE), and #5 (PP) plastics to their curbside collection program.
2010	City signed contract with Merrick Transfer Station for solid waste disposal.
2015	City implemented single stream recycling in residential and commercial areas.

The previous implementation schedule submitted in the draft 2015 SWMP is detailed in Table 1-5.

Table 1-5 2015 City of Long Beach Implementation Schedule

Duration		Description	Successfully Implemented?
Start	Finish		
2015	2019	PAYT Evaluation Determination	No
2015	2015	Educational Program Review and Reinvigoration	Yes
2015	2024	Review of Biosolids Management Alternatives at the End of Each Contract Term	Yes
2015	2024	Review of Wastewater Treatment Alternatives (Ongoing)	Yes
2015	2016	Organic Waste Larger Scale Operation Review	Ongoing
2015	2017	Develop and Implement Scrap Metal Anti-Theft Program	Ongoing
2015	2024	Re-Implement Curbside Scrap Metal Program	Ongoing
2015	2024	Re-Implement Electronics Recycling	Yes
2015	2024	Reinstate Tracking of Automotive Records	Ongoing
2017	2017	Review of Single Stream Program	Yes
2017	2019	Development and Implementation of Large Facility Site Specific Recycling Plans	Ongoing
2018	2018	Evaluate Solid Waste Contract Extension	Yes

Several activities in the previous implementation schedule are either ongoing or have been included in the implementation schedule presented in this Plan. The City will continue to investigate the implementation of an organics diversion program. The City reinstated its electronics recycling program in August 2019. The City has successfully implemented a single stream recycling program (beginning in 2015) and reinvigorating their educational programs.

1.1.8 Anticipated Changes to the Planning Unit

Common changes to a planning unit may include addition or reduction of member communities and changes in population. Long Beach does not intend to include other members in the planning unit and the City does not have significant undeveloped land, which limits the potential for population growth and introduction of new large waste generators. Long Beach's population has remained stable for many years, which is documented by the U.S. Census population estimates dating back to 1970. The population is not expected to increase and is projected to decrease slightly during this planning period. In summary, no significant changes to the planning unit are anticipated.

Section 2

Solid Waste Generation and Disposal

Quantities of solid wastes produced and collected are impacted by several factors including; population, age of population, lifestyle, access to recycling or repurposing facilities, waste handling standard practices, and social means and norms. Recycling and reuse helps reduce the overall volume of waste which is disposed of at a landfill or mass burn facility.

In accordance with New York State solid waste management goals embodied in Article 27-0106 of the Environmental Conservation Law and the *Beyond Waste* Report; the intent of a solid waste management program is to maximize waste reduction and recovery/reuse for all components of the waste stream. The *Beyond Waste* report, dated December 2010, sets a 0.6 lb/capita/day MSW disposal rate goal for New York municipalities by the year 2030. The state has set a very aggressive goal as the report also identified a MSW disposal rate of 4.1 lb/capita/day for New York State. The Long Beach 2017 rate is estimated to be 3.1 lb/capita/day.

In order to progress towards the goals outlined in the *Beyond Waste* report, it is vital to understand the composition of the current waste stream.

2.1 Components of the Waste Stream

Solid waste streams generated and managed by Long Beach are described in detail in the sections below. Summaries of historical waste data for each waste stream is provided in the applicable section for 2005 through 2017. Contracts between Long Beach and applicable solid waste contractors are provided in Appendix A.

The NYSDEC has developed the Population and Municipal Solid Waste Composition Calculator (NYSDEC model) to assist planning units estimate the components and quantities of a MSW stream, generate estimates of MSW that is diverted through recycling programs, as well as predict and track improvements over the SWMP planning period.

Long Beach tracks material quantities for the following waste streams utilized in the NYSDEC model:

Table 2-1 - Summary of 2017 (As Reported by the City of Long Beach) MSW and Recyclables

Material	2017 Tonnage	2017 Percentage of Overall Waste Stream
Scrap Metal	0	0%
Single Stream Recyclables	3,027	11.8%
C&D Debris	3,506	13.6%
Waste Oil	0	0%
Tires	0	0%
Antifreeze	0	0%
Batteries (Automobile)	0	0%
Wastewater Treatment Plant Residuals	318	1.2%
Refuse	18,860	73.4%
TOTAL	25,711	100%

2.1.1 Municipal Solid Waste

MSW is collected through Long Beach's curbside collection program from residential areas, select businesses and municipal facilities including schools, parks and City buildings. The curbside collection fleet is operated and maintained by the City.

Commercial establishments in Long Beach contract with the City or through private carters. Lists of businesses served by private carters are provided in Appendix C. The MSW tonnage listed in the tables throughout this SWMP does not include tonnage from the private carters. Tonnage rates from private carters are currently unavailable. However, the City picks up approximately 80%-90% of the waste stream.

Long Beach has an agreement with the Town of Hempstead to dispose of its solid waste at the Merrick Transfer Station, where it is consolidated with other MSW into larger loads before being hauled to the Covanta Waste-to-Energy Facility in Westbury, NY. The agreement with the Town is from January 1, 2010 and runs through December 31, 2019. The City intends to negotiate a new agreement with new (lower) rates and also explore other viable options, if any. Prior to the current agreement, Long Beach and the Town of Hempstead entered into several shorter-term disposal agreements.

Note: City of Long Beach has entered into a new contract for MSW disposal beginning January 1, 2020. See Appendix A.

Long Beach MSW is collected curbside four times per week and hauled directly to the Merrick Transfer Station by City packer trucks. Bulky MSW is collected curbside Monday through Friday, by appointment only, and similarly hauled to the Merrick Transfer Station. No more than 15 items will be picked up on a given day. Bulky MSW tonnage is included in the MSW tonnage in the various tables throughout this SWMP. Long Beach provides daily MSW service for residential high-rise buildings.

The Merrick Transfer Station is located only 10 miles from the center of Long Beach and the Covanta facility is located 8 miles from the Merrick Transfer Station. This is an ideal arrangement from the City's perspective as its solid waste fleet does not need to travel significant distance to offload waste, reducing the time the trucks are on the road and their corresponding greenhouse gas emissions.

By disposing its MSW at the Covanta waste-to-energy facility, Long Beach is utilizing a preferred disposal method in comparison to landfilling in accordance with Section 4.1.4 of the *Beyond Waste* Report.

Table 2-2 summarizes recent MSW tonnage data and compares it to available population data from the U.S. Census Bureau. For years where no Census data was available, the population was interpolated based on the 2010 Census population and the 2017 Census estimate.

Table 2-2 - City of Long Beach MSW Tonnage Summary

Year	MSW Disposed (Tons)	Population	Tons/Person/Year	LB/Person/Day
2008	21,664	33,712	0.64	3.5
2009	20,758	33,494	0.62	3.4
2010	19,261	33,275	0.58	3.2
2011	20,715	33,367	0.62	3.4
2012	24,248	33,460	0.72	4.0
2013	24,399	33,552	0.73	4.0
2014	19,806	33,644	0.59	3.2
2015	18,832	33,670	0.56	3.1
2016	18,866	33,702	0.56	3.1
2017	18,860	33,750	0.56	3.1

1. The tonnage summary does not include tonnages collected by private carters.

The data shows that the annual per capita tonnage generation rate is less than the estimated 0.75 tons/person documented in Section 1.1 of the *Beyond Waste* Report relating to typical MSW generation rates in New York State. With the exception of 2012 and 2013, the reduction in the MSW generation rate over the previous 10 years show that Long Beach's educational and outreach programs are working and that further reductions through the planning period are probable. The 2012 and 2013 increases in the MSW generation rate are likely attributable to the Superstorm Sandy cleanup.

The NYSDEC model was utilized to examine components of the MSW stream. The model varies waste composition percentages for rural, suburban and urban areas. Since Long Beach has a population density of over 5,000 residents per square mile, the urban composition was used. Long Beach input parameters for the model assume a 90% residential component and a 10% commercial component to the waste stream. Absent diversion of recyclables or other materials from the waste stream, the NYSDEC model output is shown in **Table 2-3**:

Table 2-3 - NYSDEC MSW Component Output

Material	NYSDEC Comp. %	Material	NYSDEC Comp. %	Material	NYSDEC Comp. %
Newspaper	5.3%	Other Plastic (Total)	6.3%	Electronics	1.4%
Corrugated Cardboard	8.4%	Glass Bottles, Jars and Containers	0.0%	Tires	0.9%
Other Recyclable Paper (Total)	12.5%	Other Glass (flat glass, dishware, light bulbs, etc.)	4.3%	HHW	0.4%
Ferrous/Aluminum Containers (Total)	1.7%	Food Scraps	16.7%	Soils and Fines	0.1%
Other Ferrous Metals	4.0%	Leaves and Grass/Pruning and Trimmings	6.1%	Other Composite Materials – Durable and/or inert	1.8%
Other Non-Ferrous Metals (Total)	0.9%	Clothing, Footwear, Towels, Sheets	4.3%	Other Compostable Paper	6.7%
PET Containers	1.1%	Carpet	1.6%		
HDPE Containers	0.9%	Wood	2.6%	Total (All Material)	100%
Other Plastic Containers (3-7)	0.2%	DIY Construction & Renovation Materials	4.0%		
Film Plastic	5.7%	Diapers	2.0%		

The NYSDEC model indicates that the two largest components of the MSW stream are Other Recyclable Paper at 12.5% and Food Scraps at 16.7%. Recyclable material collected in the single stream recycling program (presented in **Table 2-4**) makes up approximately 58% of the MSW stream.

2.1.2 Biosolids

Long Beach operates a wastewater treatment facility located on National Boulevard on the north side of the City. The facility accepts wastewater from Long Beach and portions of Lido Beach. Biosolids are generated as a waste product from the facility with the amount generated based on the quantity of wastewater produced and the processes involved in treating the wastewater. The facility generated 318 tons of dewatered biosolids in 2017. Annual biosolid quantities generally range between 300 and 600 tons per year.

Long Beach began disposing of dewatered biosolids in landfills after the Federal Ocean Dumping Ban Act was enacted in 1988. Beginning in 1989, Long Beach barged its biosolids to a dewatering facility in New Jersey prior to disposal at a landfill in the midwestern United States. This operation became cost prohibitive when the City's dewatering process was only able to reduce the solids content to 2-4%.

Since 1992, biosolids from the wastewater treatment plant have been managed by Tully Environmental (Tully) of Flushing NY who provide on-site dewatering services (belt press) prior to hauling the biosolids to the Greentree Landfill in Kersey, Pennsylvania, located 350 miles to the west of Long Beach. The contract between Long Beach and Tully requires a minimum solids content of 22%. The current contract with Tully was effective July 1, 2017 and will be in effect for three years with the possibility of two, one-year extensions.

2.1.3 Single Stream Recycling

Recycling is mandatory across all sectors of Long Beach as described in the City of Long Beach Code of Ordinances Chapter 12, Article III, Section 12-32 through 12-44. Long Beach has a stringent enforcement policy for separating recyclables and MSW. A copy of the City's current Garbage and Refuse Ordinance is provided in Appendix C.

In January 2015, Long Beach converted its existing dual-stream curbside recycling program to single stream, utilizing the City's existing packer truck fleet to collect and compact the recyclables. Single stream recyclables are collected once per week from residential areas. Recyclables are collected citywide every Wednesday from single family residential properties and from High Rises. Recyclables from Commercial properties are collected city wide, seven days a week.

Single stream recyclables are hauled directly to the Sanitary District #1 Transfer Station in Lawrence, NY approximately 8 miles from the center of Long Beach. Single stream recyclables are managed at the transfer station by Omni Recycling of Westbury, Inc. (Omni), who has managed the program since the City implemented single stream in January 2015. The City signed a three-year extension to the agreement on November 2, 2017 and identifying a contract end date of December 31, 2020. Due to the upheaval in the recycling market, the continuation of the single stream recycling program will be re-evaluated before the end of the contract expiration in December 2020.

Table 2-4 presents the list of recyclables (by type) collected in Long Beach's single stream program:

Table 2-4 - Single Stream Recyclables Material Summary

Single Stream Recyclables	
Newspaper	Aluminum Cans
Magazines	Tin Cans
Junk Mail	Glass Containers
Office Paper	PET (Plastic #1)
Paperboard/Kraft Paper	HDPE (Plastic #2)
Corrugated Cardboard	Plastics #3-7
Paperback and Hard Cover Books	Rigid Plastics

Prior to 2015, Long Beach collected dual-stream recyclables from residential areas. Under this program, residents were required to place paper products and containers in separate bins for collection by the City. This program required Long Beach to make two (2) separate collection runs, one for paper and a second for plastics, metals, and glass. Collected recyclables were delivered to Long Beach's transfer station on Riverside Boulevard. Long Beach had contracted with Westbury Paper Stock of Westbury, NY to haul and process the recyclables. The facility is located approximately 17 miles to the north of Long Beach.

Since single stream recycling was initiated in January 2015, recycling rates have increased (3,027 tons in 2017 compared to 2,066 in 2014) and are expected to continue to increase. Single stream recycling programs are known to result in increased recycling rates primarily through ease-of-use. This increase in recycling tonnage has correlated to a diversion of MSW tons requiring hauling to the Covanta WTE Facility. There are also significant collection efficiencies as trucks are utilizing the full capacity of the truck for the picking up of material. This efficiency serves to limit the amount of time the collection vehicles are on the roads, thus, reducing greenhouse gas emissions.

A summary of the City's historical recycling tonnage, as it relates to MSW and population, is presented below as **Table 2-5**:

Table 2-5 - Long Beach Historical Recyclable Quantities

Year	MSW Disposed Tons ¹	Population	Mixed Paper ² Tons	Corrugated Cardboard ³ Tons	Co-Mingled Containers ⁴ Tons	Scrap Metal Tons	Total Recyclables Tons	Recycling Rate
2005	24,547	34,369	2,191	0	728	0	2,919	10.6%
2006	23,560	34,150	1,974	258	825	0	3,056	11.5%
2007	22,798	33,931	1,556	549	924	0	3,029	11.7%
2008	21,664	33,712	1,588	675	1,047	0	3,310	13.3%
2009	20,758	33,494	1,466	428	1,078	0	2,972	12.5%
2010	19,261	33,275	1,086	552	1,035	36	2,708	12.3%
2011	20,715	33,367	834	278	1,131	11	2,253	9.8%
2012	24,248	33,460	496	165	821	217	1,700	6.5%
2013	24,399	33,552	592	191	781	66	1,630	6.3%
2014	19,806	33,644	814	272	980	0	2,066	9.4%
2015	18,832	33,670	Single Stream Initiated			0	2,450	11.5%
2016	18,866	33,702	Single Stream Initiated			61	2,996	13.7%
2017	18,860	33,750	Single Stream Initiated			0	3,027	13.8%

¹ MSW Disposed Tons does not include tonnages collected by private carters.

² Mixed paper includes newspaper, magazines, junk mail, office paper, paperboard and cardboard

³ Bulk corrugated cardboard collection. Cardboard is also in the Mixed Paper stream

⁴ Co-mingled containers include plastic containers, glass, aluminum and tin cans.

The NYSDEC model can be utilized to estimate recyclable materials present in the MSW stream. The model estimates quantities of the components in the MSW based on the component percentages listed in **Table 2-3** and total tons of MSW for a given year. While Long Beach has actual material tonnages from 2017, listed in **Table 2-1**, the categories are not as detailed as the NYSDEC model.

Based on the actual 2017 tonnage data, **Table 2-6** shows individual paper streams estimated by the NYSDEC model. According to the NYSDEC model, Long Beach recycled 25.9% of the mixed paper and cardboard generated in the total waste stream as shown below:

Table 2-6 - Mixed Paper & Cardboard Breakdown (2017)

Material	Estimated NYSDEC Composition %	Estimated NYSDEC Tons Generated	Estimated NYSDEC Tons Diverted	Estimated % Diverted
Newspaper	5.3%	1,156	681	58.9%
Cardboard	8.4%	1,829	674	36.8%
Other Recyclable Paper	12.5%	2,730	318	11.5%
Other Compostable Paper	6.7%	1,459	190	13.0%
TOTAL	32.9%	7,174	1,860	25.9%

The NYSDEC model estimates 1,832 tons of commingled containers were produced in the waste stream in 2017 as summarized in **Table 2-7** below. According to the model, 59.9% of commingled containers were diverted.

Table 2-7 - Commingled Container Breakdown (2017)

Material	Estimated NYSDEC Composition %	Estimated NYSDEC Tons Generated	Estimated NYSDEC Tons Diverted	% Diverted
Ferrous/Aluminum Containers	1.7%	370	200	54%
PET Containers	1.1%	234	145	61.9%
HDPE Containers	0.9%	200	135	67.8%
#3-7 Plastics	0.2%	44	37	84.5%
Glass Containers	4.1%	901	525	0%
Other Glass	0.4%	83	57	68.3%
TOTAL	8.4%	1,832	1,099	59.9%

This recycling rate does not include aluminum, plastic and glass containers collected as part of the NY State Bottle Bill.

2.1.4 Construction and Demolition Debris

Construction and Demolition Debris (C&D) is managed at the Long Beach transfer station site on Riverside Boulevard and is only available for municipal operations. Long Beach residents are required to contract with private firms to dispose of C&D. Long Beach is under contract with Atlas Roll-Off of Brooklyn, NY to provide a 20-yard roll-off container which is replaced by Atlas when full. Atlas removed a reported 3,027 tons of material in 2017. Long Beach does not have data on C&D debris generated by private contractors.

C&D is typically not considered in calculating the overall recycling rate. NYSDEC has created a separate model specific to C&D debris to estimate the composition of the waste stream for categories including: Concrete/Asphalt/Brick, Wood, Roofing, Drywall, Soil/Gravel, Metal, Plastic, Corrugated/Paper and Other.

The model adjusts the composition of the above materials based on compositions of residential versus non-residential versus infrastructure/other. Residential and non-residential categories are further broken down by percent new construction, renovation and demolition.

A summary table of Long Beach's assumed NYSDEC composition percentages for 2017 C&D tonnage is presented in **Table 2-8** below. The model assumes the following C&D generation sources:

Table 2-8 - Assumed Municipal C/D Generation Sources

Residential	Non-Residential			Infrastructure/Other
	New Construction	Renovation	Demolition	
0%	5%	25%	20%	50%

Utilizing the component generation percentages listed in **Table 2-8**, above, the NYSDEC model generated the composition percentages of the C&D waste stream listed in **Table 2-9** below:

Table 2-9 – C&D Debris Estimate Percentages based on NYSDEC Model

Material	NYSDEC Composition %	NYSDEC Tons
Concrete/Asphalt/Rock/Brick	28.5%	998
Wood	9.8%	343.1
Roofing	3.2%	112.6
Drywall	1.3%	47.2
Soil/Gravel	21.7%	760.8
Metal	4.5%	159.4
Plastic	0.3%	9.8
Corrugated/Paper	1.3%	46.4
Other	4.3%	152.2
TOTAL	75%¹	3,506

¹The additional 25% of material is from residential projects conducted by private contractors.

Historically, Long Beach's C&D tonnage generated on an annual basis fluctuated between 3,000 and 10,000 tons per year between 1998 and 2017. The City's contract with Atlas Roll-Off allows for the collection of assorted debris that may be contaminated with sand including lumber, branches, rubber tires, grass clippings, cement, tide line debris, asphalt, bricks, soil, dirt, etc. Some of these materials are not included in the NYSDEC model, but can generally fall under similar categories for reuse and recycling. A copy of the contract is provided in Appendix A.

2.1.5 Scrap Metal

Scrap metal includes miscellaneous post-consumer steel products including washing machines, dryers, air conditioners and other bulky ferrous products. Currently, scrap metal is picked up with Bulky MSW. Scrap metal items that are collected are sent to the City's transfer station, loaded into containers provided by Omni Recycling, and hauled by Omni.

The City collects a limited amount of scrap metal as most is scavenged. The City reports that no scrap metal was collected in 2017. Long Beach is evaluating the feasibility of implementing enforcement measures to prevent scavenging.

2.1.6 Food Scraps

Disposal options for food scraps generated from residential and commercial areas include landfilling, composting or anaerobic digestion. Currently, Long Beach does not have a composting program due to space constraints and potential odor concerns. Food scraps are currently disposed in the MSW. Anaerobic digestion is not considered to be an option for Long Beach, however, if a regional facility is developed, they would consider supporting the facility. Small-scale residential composters can be privately or municipally procured by residents to recycle food wastes at home.

Supermarkets and institutions are the obvious "low hanging fruit" of the organics waste stream. Major institutes include public and private schools, and City Hall. The Long Beach Medical Center has not reopened to date after Superstorm Sandy. Major hotels include the Allegria Hotel (143 rooms) and the Long Beach Hotel (110 rooms).

2.1.7 Yard Waste

Long Beach does not currently operate a yard waste program, other than Christmas tree collection. As lot sizes in the City are small, yard waste generally includes small amounts of grass trimmings, brush and leaves. Significant quantities of yard waste generated in Long Beach is collected and disposed of by private landscapers. No records of the quantity of yard waste generated in Long Beach that enters the MSW stream exists.

Long Beach currently provides literature to the public regarding onsite composting procedures for yard waste and intends to continue promoting on-site management of yard trimmings by residents and commercial establishments. In addition, grass clippings from the public parks are generally left in place for decomposition.

2.1.8 Household Hazardous Waste

Through 2017, Long Beach continues to participate in the Town of Hempstead "Stop Throwing Out Pollutants" (S.T.O.P.) program. The S.T.O.P. program provides residents with a venue to dispose of common household hazardous wastes such as oil-based paint, solvents, waste oil, drain cleaners, weed killers, and rechargeable batteries for free. The Town of Hempstead organizes ten (10) S.T.O.P. events per year including one in Long Beach, which is located at the City Hall Parking lot via Centre Street.

In 2016, 88 drums of household hazardous waste were collected from Long Beach residents. A breakdown of the collected waste is shown in **Table 2-10**, which is consistent with prior years. A table listing the quantities over the last 5 years is presented as **Table 2-11**. Future quantities and waste types are expected to be similar through the planning period. In 2017, Long Beach began recording the quantity of household hazardous waste collected in gallons and pounds instead of drums.

Additionally, collection of pharmaceuticals coincides with S.T.O.P. events held in Long Beach. These events are held by the Long Beach Police Department to comply with regulations which require police oversight during pharmaceutical collection.

Table 2-10 - Quantities of HHW Collected During S.T.O.P Events, 2016

Category	Quantity Collected
Aerosols	10 drums
Antifreeze	3 drums
Asbestos	3 drums
Batteries (Dry Cell)	2 drums
Bulbs (Mercury Fluorescent)	4 boxes
Corrosives	4 drums
Fire Extinguishers	1 drum
Flammable Liquid (Bulk)	11 drums
Flammable Liquid (Lab Pack)	31 drums
Flammable Solids	15 gallon pail
Motor Oil	8 drums
Oxidizers	3 drums
Paint	0 drums
Pesticides	10 drums
Propane	1 drum
Toxic Liquid	0 drums

Table 2-11 - Quantities of HHW Collected During S.T.O.P over the Past Five Years

Year	Quantity
2010	135 drums
2011	88 drums
2012	143 drums
2013	71.5 drums
2014	135 drums
2015	88 drums
2016	88 drums
2017	13,035 pounds + 1,435 gallons

2.1.9 Motor Oil, Automobile Batteries, Tires and Anti-Freeze

Since Superstorm Sandy in 2012, Long Beach has not maintained records of waste streams generated at the City Garage and all service stations located within the City as they had previously. The most recent records on file with Long Beach are from 2010 and 2011 which are summarized in **Table 2-12**.

Table 2-12 - Quantities of Waste Oil, Tires, Anti-Freeze, and Batteries disposed in 2010 or 2011

Facility	Waste Oil (gallons)	Tires	Anti-Freeze (gallons)	Batteries (Units)
Long Beach City Garage (2011)	1,027	100	100	40
Surf Glass (2010)	1,025	None	469	325
Mobil	<i>Did Not Respond</i>			
Mann Auto (2011)	1,000	395	102	89
Auto Service Center (2010)	1,857	360	402	115
Merrick Transfer Station (2010)	None	748	None	None

Several contractors have been utilized for the disposal of these materials, including:

- **Waste oil** collected by: Planet Earth Recycling Services (Amityville, NY), Safety Kleen Corp. (Amityville, NY); and Waste Oil Solutions (West Babylon, NY)
- **Tires** collected by: Omni of Babylon (West Babylon, NY) and S&M Rubbish (Oceanside, NY)
- **Anti-Freeze** collected by: Planet Earth Recycling Services and Safety Kleen Corp
- **Batteries** collected by: Interstate Batteries of Southwestern Nassau (Oceanside, NY)

2.1.10 E-Cycling

Long Beach has historically provided a receptacle to recycle electronic waste at the City's Recreation Center located on Magnolia Boulevard. The program was discontinued after Superstorm Sandy but was reinstated in August of 2019. The City now has an E-cycling agreement with GreenChip Recycling, a Brooklyn-based business, and an e-cycling receptacle is located at the Long Beach Recreation Center. Examples of electronic waste that Long Beach accepts include television, computer monitors, CDs and cell phones. A detailed list of acceptable and non-acceptable items is in Appendix C.

2.1.11 Non-Hazardous Industrial and Institutional Waste Stream

Industrial facilities occupy less than 1% of the acres within the City of Long Beach. These properties include a wastewater treatment plant, and other City properties. Private industrial businesses include a lumber yard and a few warehouses. The waste generated at these facilities are picked up by the City or by private carters, similar to the commercial waste stream. Biosolids from the wastewater treatment plant are managed by Tully as discussed in Section 2.1.2.

Institutional facilities occupy approximately 1.5% of the acres within the City of Long Beach. These properties include, schools, community facilities and other City properties. The waste generated at these facilities are picked up by the City or by private carters.

2.2 Solid Waste Disposal

Table 2-13 summarizes the solid waste streams disposal paths that are managed or tracked by Long Beach for 2017.

Table 2-13 – Summary of Solid Waste Streams Disposal Paths

Waste Stream	2017 Tons	End Use
MSW Disposed	18,860	Incineration/Landfill Disposal of Ash
Single Stream Recyclables	3,027	Recycled
Scrap Metal	0	Recycled
C&D	3,506	Combination Recycle/Incineration/Landfill
Biosolids	318	Dewatered (20% solids) and Landfilled
Food Scraps	0	Included in MSW
Yard Waste	0	Included in MSW and/or left in place
Automotive Batteries (estimate)	0	Recycled
Tires (estimate)	0	Recycled
HHW (estimate)	10	Treated/Incinerated/Disposed HW Landfill
Electronic Waste	0	Recycled
TOTAL	26,429	

1. The tonnage summary does not include tonnages collected by private carters.

2.2.1 Solid Waste Facilities

Table 2-14 identifies and described all facilities involved in the management of disposal of solid waste in the planning unit.

Table 2-14 Solid Waste Facilities Used by the Planning Unit

Facility	Location	Type of Waste Disposal	Size/Capacity	Regulatory Status	Ownership (Public or Private)	Expected Life
Merrick Transfer Station	Merrick, NY	MSW	1,000 tons/day	Permitted	Public	N/A
Covanta Waste-to-Energy Facility	Westbury, NY	MSW	2,505 tons/day	Permitted	Private	N/A
Greentree Landfill	Kersey, PA	Biosolids	5,500 tons/day	Permitted	Private	2,048
Sanitary District #1 Transfer Station	Lawrence, NY	Single Stream Recyclables	400 cubic yards/day	Permitted	Public	N/A
Long Beach Recycling Transfer Station	Long Beach, NY	C&D Debris	12,500 tons/day	Registration	Public	N/A

Section 3

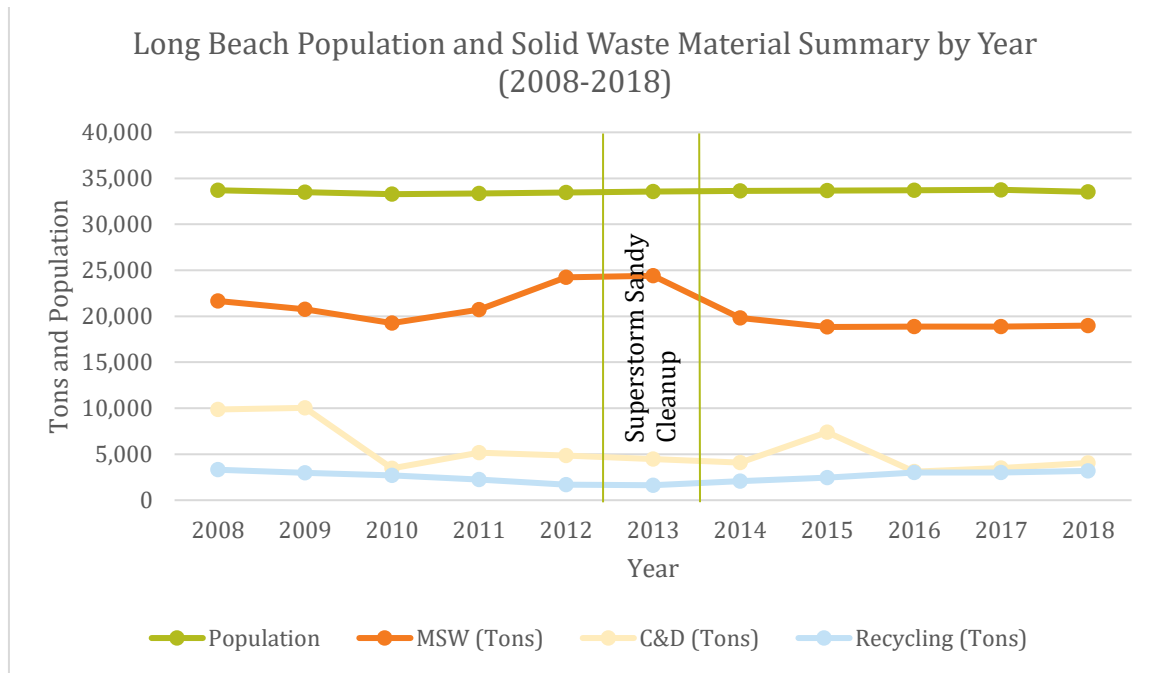
Solid Waste Projections

This section investigates waste generation trends within the last 11 years (between 2008 and 2018) and provides population estimates for Long Beach for the same period. **Table 3-1** provides a snapshot of the solid waste tonnage generated in Long Beach over the last eleven (11) years and the estimated population for the period. **Figure 3-1** is a chart presenting the data provided in Table 3-1. As can be seen the population of the City has been relatively stable over the 10-year period, MSW spiked following Superstorm Sandy and has since returned to the tonnages prior to the event.

Table 3-1 - Long Beach Population and MSW Tonnage (2008-2018)

Year	MSW Disposed (Tons)	Population	Tons/Person/Year	lbs/Person/Day
2008	21,664	33,712	0.64	3.5
2009	20,758	33,494	0.62	3.4
2010	19,261	33,275	0.58	3.2
2011	20,715	33,367	0.62	3.4
2012	24,248	33,460	0.72	4.0
2013	24,399	33,552	0.73	4.0
2014	19,806	33,644	0.59	3.2
2015	18,832	33,670	0.56	3.1
2016	18,866	33,702	0.56	3.1
2017	18,860	33,750	0.56	3.1
2018	18,975	33,534	0.57	3.1
Average	20,580	33,560		

1. The tonnage summary does not include tonnages collected by private carters.

Figure 3-1 - Long Beach Population and Solid Waste Material Summary by Year (2008-2018)

3.1 Solid Waste Generation Trends

3.1.1 Population Trends

The population of Long Beach from 2008 through 2018 was estimated utilizing U.S. Census data from 2000 and 2010, the City's estimate for 2017 population, and U.S. Census data for 2018 population. The population of Long Beach has remained relatively consistent since the 1970s and is not expected to see major changes over the planning period due to the lack of undeveloped land in the City limits. As shown in **Table 3-1**, population has remained relatively constant; with an **average of 33,560**. For the planning period, it is assumed that the population will remain stable and the average population over the past 10-years will be used over the entire planning period. The NYSDEC model assumes a population decrease of 0.62 percent over the planning period. This value was used in generating MSW generation and diversion predictions.

3.1.2 MSW Trends

Municipal Solid Waste (MSW) generation in Long Beach generally decreased between 2008 and 2018, with the exception of a slight increase in 2012 and 2013 which was assumed to be attributed to cleanup from Superstorm Sandy. The decreasing tonnage is likely due to the following: the overall population decrease between 2005 and 2014; the 2007-2009 Great Recession; state-wide product stewardship reducing packaging; the implementation of single stream recycling; and the success of Long Beach's educational and outreach programs targeting waste reduction, which is discussed in more detail in Section 4. The per capita MSW generation rate has decreased from 3.5 lbs/person/day in 2008 to 3.1 lbs/person/day by 2018. **Table 3-1**, above, summarizes per capita MSW generation rates between 2008 and 2018.

3.1.3 Biosolids Trends

Quantities of biosolids generated at Long Beach's wastewater treatment facility typically range from 400 to 600 dewatered tons per year. The nature of the facility wastewater is largely residential and assumed flow rates are correlated to population. Other factors that can influence wastewater flow can include surface water and groundwater inflow to the sewer piping network, changes in population habits and weather. Over the term of the planning period, it is anticipated that biosolid quantities will not change significantly.

3.1.4 Recycling Trends

Recycling rates from 2008 to 2014 show a general decrease. On a per capita basis, recycling generation rates have dropped from 0.51 lbs/person/day in 2008 to 0.34 lbs/person/day in 2014. After the implementation of single stream recycling in January 2015, recycling rates have continued to rise, and are anticipated to increase during the planning period. **Table 3-2** summarizes recycling generation rates from 2008 through 2018.

Table 3-2 - Long Beach Per Capita Recycling Generation Rates (2008-2018)

Year	Total Recyclables (Tons) ¹	Population	Tons/Person/Year	lbs/Person/Day
2008	3,357	33,712	0.10	0.55
2009	3,032	33,494	0.09	0.50
2010	2,708	33,275	0.08	0.45
2011	2,253	33,367	0.07	0.37
2012	1,700	33,460	0.05	0.28
2013	1,630	33,552	0.05	0.27
2014	2,066	33,644	0.06	0.34
2015	2,450	33,670	0.07	0.40
2016	2,996	33,702	0.09	0.49
2017	3,027	33,750	0.09	0.49
2018	3,181	33,534	0.09	0.52

¹Total Recyclables includes mixed paper, bulk cardboard, commingled containers and scrap metal.

3.1.5 Construction and Demolition Debris Trends

Analyzing construction and demolition (C&D) debris data presents challenges as generation rates and material types can vary significantly depending on the types of construction projects that are occurring any given year. Economic conditions can also influence the number of projects and their scope. From 1998 to 2018, C&D tonnages ranged from 3,000 to 10,000 tons. Historically, Long Beach only manages C&D debris that is generated from municipal projects, likely reducing quantities to below historical quantities. As noted in earlier sections, the City does not collect C&D from residential or commercial properties. The volume of material generated and collected at these locations is not reflected in the City's totals. Through the planning period, Long Beach will evaluate the requirement for residential and commercial properties to report C&D debris disposal quantities and evaluate education and outreach activities to reduce and reuse C&D debris.

Quantities of C&D debris generated through the planning period will be documented on the NYSDEC Construction and Demolition Debris Waste Composition and Projection Tool. A copy of the model is provided in Appendix B and includes data from 2017.

3.1.6 Scrap Metal Trends

Similar to C&D debris, scrap metal quantities vary significantly from year to year. Tonnages from between 2005 and 2014 range from 0 to 396 tons. Scrap metal is currently picked up with bulk MSW by appointment, however, quantities are minimal due to scavenging. The City is evaluating enforcement provisions to address the scavenging. Once enforcement provisions are in place, Long Beach anticipates generating greater quantities of scrap metal.

Also, a major factor that influences scrap metal generation is the volatile scrap metal market which may influence resident's decisions to have Long Beach collect the items curbside or bring the items to a scrap yard themselves.

3.1.7 Household Hazardous Waste Trends

Household hazardous waste (HHW) is collected annually through the Stop Throwing out Pollutants (S.T.O.P.) program. Data from 2016 indicates 88 drums of HHW were collected and disposed during the S.T.O.P. collection day. Data from prior years indicates similar quantities and waste compositions. Long Beach will continue to participate in the S.T.O.P program, which is organized by the Town of Hempstead. Similar quantities of HHW are expected through the planning period.

3.1.8 Service Station Trends

Quantities of materials generated by Long Beach automobile service stations have not been tracked by the City since Superstorm Sandy in 2012. Common waste streams that these facilities generate include motor oil, tires, anti-freeze and automotive batteries. Long Beach does not manage these materials. Available data from 2010 and 2011 indicates approximately 5,000 gallons of used motor oil, 1,600 tires, 1,100 gallons of spent anti-freeze and 570 automotive batteries were generated from these facilities. Given the stable population, similar quantities are expected throughout the planning period.

3.1.9 Electronic Waste Trends

Long Beach has not managed electronic wastes since Superstorm Sandy in 2012 but has reinstated its E-cycling program in August 2019. Based on previous results and the level population, Long Beach should initially expect between 1 and 2 tons of electronic waste per year.

3.2 Projected Solid Waste

Population typically has the largest impact on MSW generation. In Long Beach, the population is expected to remain stable over the planning period. Therefore, MSW generation is expected to remain stable or decrease due to programs such as product stewardship and education efforts.

Long Beach's most significant change to their solid waste program was the implementation of single stream curbside recycling in 2015. **Table 3-3** projects potential generation and diversion rates based on Census data and historical tonnages. Waste stream data is generated from the NYSDEC model. A copy of the model is provided in Appendix B.

Diverted tonnage for 2017 is based on actual tonnages. The 2018 estimate assumes a **population of 31,464** and a per capita MSW generation rate of 1,339 lbs/capita/year (3.76 lbs/capita/day). The analysis indicates a slight decrease in the overall recycling rate in 2018 but will continue to rise to approximately 14.4% in 2027. However, recycling rates over the past three years have continued to rise. It is believed that the recycle rate will continue to increase in years beyond 2017 as the single stream program develops and with improvements to the City's education, outreach, and enforcement programs. With these improvements, further outlined in Section 4 of this plan, recycling rate are projected to increase more than the predicted 14.4% by the end of the planning period.

Table 3-3 - Estimated Total Tonnage and Composition in 2017, 2018 and 2027

Waste Stream	2017 Tons Generated	2017 Tons Diverted	2017 Tons Disposed	2018 Projected Tons Diverted	2018 Projected Tons Disposed	2027 Projected Tons Diverted	2027 Projected Tons Disposed
Total Paper	7,174	1,860	5,314	1,887	5,230	2,133	4,597
Total Metal	1,451	245	1,206	254	1,185	287	1,074
Total Plastic	3,122	317	2,805	342	2,755	387	2,542
Total Glass	984	582	402	15	962	17	907
Total Organics	4,981	0	4,981	49	4,893	56	4,617
Total Textiles	1,298	0	1,298	13	1,275	15	1,203
Total Wood	566	0	566	6	555	6	525
Total Misc.	2,311	23	2,288	45	2,248	51	2,117
TOTAL	21,887	3,027	18,860	2,612	19,102	2,951	17,581
Recycle Rate			13.8%		12.0%		14.4%
Population			31,660		31,464		31,269
lbs MSW Disposed/Capita/Year			1,372		1,372		1,372
lbs MSW Disp./Capita/Day			3.76		3.76		3.76

Table 3-4 projects total solid waste generated, and tons diverted on an annual basis based on the NYSDEC Model. The model assumes that the population for the City of Long Beach will decrease at a rate of 0.62% each year. The Model also assumes that the MSW generation rate will remain constant at 3.76 lbs/person/day. The total waste generated, and the total waste diverted for 2017, is based off of actual tonnage data and recycling data provided by the City. The 2018 projected tons are in alignment with the actual 2018 tons.

Table 3-4 - Solid Waste Projections 2017 - 2027

Year	Projected Population	Total Waste Generated (Tons)	Total Waste Diverted (Tons)	MSW Tons Disposed	Recycle Rate
2017	31,464	21,887	3,027	18,860	13.8%
2018	31,464	21,714	2,612	19,102	12.0%
2019	31,269	21,579	2,647	18,932	12.0%
2020	31,075	21,445	2,684	18,761	12.5%
2021	30,882	21,312	2,720	18,592	12.8%
2022	30,691	21,180	2,660	18,520	12.6%
2023	30,500	21,049	2,795	18,254	13.3%
2024	30,311	20,918	2,834	18,084	13.5%
2025	30,123	20,789	2,872	17,917	13.8%
2026	29,936	20,660	2,894	17,766	14.0%
2027	29,936	20,404	2,951	17,581	14.4%

Section 4

Education and Technology Evaluation

This section first describes and assesses the educational programs in place in the planning unit. Next, a description and assessment of the program management alternatives and technologies available to manage solid waste in Long Beach is provided. The comprehensive evaluation reviews existing program features and assesses other technologies for potential use within the planning unit. Alternatives under the following waste management hierarchy, adopted from the State SWMP *Beyond Waste* Report, are described in narrative form and an evaluation summarized in tabular form is provided:

1. Waste Reduction
2. Recycling and Reuse
3. Waste-to-energy
4. Land Disposal

4.1 Education and Outreach

Education and outreach is crucial to ensuring community participation to meet solid waste reduction goals including overall waste reduction, and increasing recycling rates. Specifics on the proposed education and outreach program are provided below.

4.1.1 Education and Promotion

Education and promotion strategies are geared toward motivating improvements in MSW management by increasing public awareness of the benefits of source reduction and opportunities to minimize waste generation. Effective educational programs focus on conveying several basic, actionable ideas. Examples include:

- Altering consumer buying habits to reduce product packaging;
- Encouraging product reuse and purchasing reusable goods;
- Reducing reliance on poorly made and disposable products;
- Encouraging improved maintenance programs and purchase of durable goods;
- Encouraging reduction in paper use by direct mail reduction, two-sided copying, utilizing electronic copies/.pdf files, and using online resources;
- Promoting home composting of yard waste and food scraps; and
- Promoting mulching lawnmowers and "grasscycling" where grass clippings decay naturally on the lawn rather than bagging them.

Long Beach encourages waste reduction by promoting consumer and residential participation.

Methods currently in use by the planning unit are described below.

4.1.1.1 Public Outreach Programs

Long Beach has actively promoted recycling and waste reduction programs for some time. Informative newsletters and flyers are sent out routinely to provide reminders to reuse, recycle and reduce waste. An example of typical flyers is provided in Appendix C. In addition, Long Beach routinely publishes notices and articles in local newspapers apprising residents of local environmental events or recycling program changes. During the planning period, Long Beach will expand their public outreach programs and explore alternative media methods to educate the community about recycling and waste reduction. Long Beach will also evaluate the potential to add recycling education and awareness at public events, with the help of local companies and non profit organizations.

4.1.1.2 School Recycling Programs

Long Beach has been working with local school administrators to promote the concepts of solid waste management and recycling in the classroom. A significant amount of educational literature and material has been distributed to aid this effort and recycling programs have been set up in many classrooms. This is especially important at the grammar and intermediate school levels where such practices will become routine habits in the future if instilled at an early age. The City intends to maintain this program throughout the planning period. Examples of the educational literature are provided in Appendix C.

In the past, Long Beach has made presentations to classrooms and at the local library regarding solid waste issues and recycling. These sessions focus on informing students about the issues associated with garbage generation/disposal and the merits of recycling and reuse. A key aspect of the presentation involves illustrating how recycled materials are used in every day operations. Long Beach will continue to work with local school administrators/educators throughout the planning period in evaluating/developing a series of lectures or seminars that deal with various environmental issues related to solid waste management.

4.1.1.3 Presentations to Civic Groups

Long Beach often responds to requests by various civic groups and organizations to make presentations regarding solid waste issues and the benefits of recycling. Such sessions are routinely held by the League of Women Voters, The Long Beach Environmental Committee, Long Beach Chamber of Commerce, and other local organizations. Long Beach will continue to support local civic groups and organizations throughout the planning period.

4.1.2 Creation of Financial Incentives and Specific Price Structures

Financial incentives and special price structures can serve as effective mechanisms for encouraging waste reduction. Some initiatives include the following:

- **Reuse rebate:** Promote reuse of products or containers through direct rebates such as auto battery return and bottle/can deposit programs. Auto batteries are accepted at service stations within the planning unit. Bottle/can deposits are refunded at locations where these products were purchased. Other strategies can include supermarkets offering rebates to consumers who bring their own shopping bags. Long Beach promotes the use of reusable bags over carryout/plastic bags, in order to reduce the negative environmental and economic impacts associated with carryout/plastic bags. This is consistent with the New York State recent ban on

single use plastic bags which goes into effect March 2020. The planning unit intends on supporting these practices throughout the planning period.

- **Quantity-based user fees:** Generators pay per bag, per ton (for commercial sector), or per pickup for disposal services. These pay-as-you-throw (PAYT) systems encourage generators to be waste conscious. Recycling is picked up for free. The viability of this program type for use in the planning unit is assessed under section 4.2.1
- **Taxation:** Taxation strategies are one way to influence the behavior of goods manufacturers. Taxation strategies include product disposal charges, litter taxes, and pollution taxes. The planning unit will focus on incentives and education to further encourage recycling. The use of taxes will not be considered during the planning period.

4.2 MSW Reduction

Waste reduction activities are aimed at waste generators that produce waste in the process of consuming a good or service and at suppliers who provide goods and services to the generators. "Generators" can include residential or the commercial and institutional sectors while "suppliers" are usually companies. Both generator-centered and supplier-centered source reduction activities can be divided into three classes:

- Education and promotion;
- Financial incentives and special pricing structures; and
- Governmental regulation and prohibition.

Decreases in solid waste generation can be achieved on a macro and micro level. At the macro level, decreases in MSW generation can be achieved through changes in consumer behavior where consumers make choices based on amount of packaging or choose to purchase less altogether. Secondly, strong product stewardship programs from the state and national level pursued with industry to reduce the amount and type of packaging used in commercial trade will also reduce the overall quantity of solid waste generation.

At the micro level, sanitation districts can impose fees and regulations on solid waste collection that persuade consumers to decrease the quantities of waste. This is typically the Pay-As-You-Throw model described below.

4.2.1 Pay-as-You-Throw

Creating financial incentives to recycle, including the implementation of a residential pay-as-you-throw (PAYT) program is a proven method to improve recycling in communities. In the PAYT program, the municipality typically sells MSW bags to residents for a fee in order to dispose of MSW either curbside or at a transfer station. Recyclables are then collected for free. PAYT programs have been successfully implemented in communities in New York and throughout the country.

In an urban community such as Long Beach, a PAYT program may be effective as all waste is currently collected curbside by the City. The additional revenues that come from PAYT would be available to fund other initiatives outlined in this SWMP, pay for additional equipment or other funding needs related to solid waste.

A sizable portion of the Long Beach community consists of high-rise and multi-family dwellings, where MSW is collected in bulk. For these users, as well as commercial and industrial entities which utilize pickup services, a different fee structure would need to be developed. Effective implementation of the program may be challenging as a segment of the planning unit is serviced by private carters who would not be responsible for program enforcement. This is further complicated by the need to educate the seasonal population each year.

Long Beach is not considering a PAYT program at the time of this plan preparation. Although not considered appropriate for the City of Long Beach at this time, the planning unit will evaluate its potential for use as a future component of its solid waste management program during the planning period.

4.2.2 Municipal Solid Waste Composting

There are three commonly accepted approaches to MSW composting: windrow pile, aerated static pile and mechanical systems including anaerobic digestion. Each system has a different requirement associated with level of manual labor, equipment needs, and total processing time. Composting facilities commonly require a sizable land commitment, which is not available in the City of Long Beach. Composting facilities can also be the subject of local resident objections as they are associated with odors and may attract objectionable wildlife. Dedicated staff and equipment are also needed.

In addition to special constraints and odor considerations, concerns over obtaining approval from NYSDEC rendered this option unworkable. In addition, the outlay of capital funds required to construct and operate a City-wide composting operation was prohibitive.

At this time, Long Beach is not considering composting or anaerobic digestion of municipal solid waste on City property during the planning period.

4.2.3 Waste-to-Energy Technologies

Long Beach is currently in a 10-year contract with the Town of Hempstead to transfer municipal solid waste to the Covanta Waste-to-Energy Facility in Westbury, NY. The current contract term runs from of January 1, 2010 to December 31, 2019. For this reason, Long Beach is not pursuing the use of other combustion technologies. Long Beach does not have land available to construct its own WTE facility. There is infrastructure in place to continue the local collection of MSW, transport to the Merrick transfer station and then hauled to the Covanta WTE facility. Should other technologies and/or facilities become established locally, Long Beach will evaluate the feasibility of their use at that time.

Note: City of Long Beach has entered into a new contract for MSW disposal beginning January 1, 2020. See Appendix A.

Common combustion technologies are summarized below.

4.2.3.1 Biogasification

Biogasification is a method by which anaerobic bacteria decompose organic materials into simpler compounds. This process has long been practiced in the treatment of wastewater solids. Biogasification is advantageous because: it produces a relatively clean gas product that can be used to generate electricity; it efficiently converts organic matter to usable fuel; and it can operate at low temperatures and ambient pressure.

At this time, Biogasification is not being considered for use by Long Beach.

4.2.3.2 Mass-Burn Systems

A mass-burn waste-to-energy system combusts solid waste as it is received, generally with no processing except for minor exclusion. Ferrous metals and nonferrous metals are commonly recovered from the post-combustion residue.

The advantages of a mass-burn system include: proven technology, wide range of unit sizes, high energy recovery efficiency, and odor control. The disadvantages, however, include: relatively high capital and operating costs, tall gas exhaust stacks, and public perception concerns. For these reasons, at this time, Long Beach is not considering use of this technology as a component of its SWMP.

4.2.3.3 Refuse-Derived Fuel (RDF) Systems

The refuse-derived fuel (RDF) system is a solid waste combustion method which incorporates pre-processing of solid waste to produce a relatively uniform or homogeneous fuel with most inert, recyclable, and abrasive material removed. The energy content of the fuel is higher than unprocessed solid waste as a result. In order to produce electricity or steam, the prepared RDF is burned in a dedicated boiler. RDF can also be co-fired with biogas, wood waste, coal, or other solid fuels in a new or modified furnace.

The current receiving facility, the Covanta Waste-to-Energy facility, is an RDF system. Long Beach is not considering developing its own RDF system during the planning period. Land availability, capital cost and permitting are some of the reasons this is not reasonable for the City to pursue.

4.2.3.4 Fluidized Bed Combustion

Basic fluidized-bed technology has been in existence for over 60 years. This technology has been used for catalytic-cracking, chemical manufacturing, sludge processing, coal combustion, and in the last 20 years, increasingly for burning a variety of typically low-quality or waste fuels such as high-sulfur coal, peat, tires, sludges, waste oils, wood waste, and other biomass wastes.

This technology is not being considered in Long Beach. Land availability, capital cost and permitting are some of the reasons this is not reasonable for the City to pursue.

4.2.4 Land Burial

Land disposal is the least preferred method of New York State's hierarchy of waste management strategies. The state's goal utilizes this method for disposal of wastes that cannot be reduced, recycled, reused or combusted in waste-to-energy facilities.

In the past, Long Beach owned and operated a landfill to dispose of refuse collected. As capacity for that facility was reached, waste was diverted to another receiving facility. The NYSDEC Long Island Landfill Law, ECL 27-0704, banned development of new landfills on Long Island. For this reason, along with land use restrictions and general disinterest, this method of MSW disposal was not explored further. The planning unit will not consider or evaluate this alternative during the planning period.

4.3 Biosolids

As described in Section 7.3.1(a) of the *Beyond Waste* report, common beneficial use methods for biosolids are heat drying or composting.

In the early 1990s, Long Beach conducted a biosolids composting pilot project at a site on Water Street. The purpose of the three-month evaluation was to assess the potential of composting wastewater biosolids and to explore the marketability of the end product. The type of system utilized was the Taulman in-vessel unit. The Taulman unit is a cylindrical structure in which varying amounts of biosolids and bulking agent such as wood chips are mixed together to enhance decomposition. The results produced a rich, usable soil additive, however, the significant financial investment required to construct and operate such a facility made the alternative infeasible.

As part of its 2007 Comprehensive Plan, Long Beach considered retrofitting the existing wastewater treatment plant as a pump station that would transfer wastewater to the Bay Park Sewage Treatment Plant across Reynolds Channel. This alternative is presented as a potential long-term biosolids management method, however, it is not likely this alternative could be implemented within this planning period. Long Beach's contract with Tully Environmental requires a minimum solids content of 22% prior to disposal at a site determined by Tully Environmental.

Long Beach may consider biosolids management alternatives during this planning period but does not plan to alter operations in the short-term. In addition, it is unlikely an alternative method for handling biosolids will be implemented within the planning period.

4.4 Recycling

Long Beach currently collects single stream recyclables from residential and commercial areas of the City through its curbside collection program, enforced by the Garbage and Refuse Ordinance. The City receives recycling data from Omni Recycling.

4.4.1 Curbside Collection

Curbside collection of recycling gives Long Beach an opportunity to directly recover recyclable materials while adding convenience to users and stimulating public support for recycling. Curbside collection will continue throughout the planning period.

4.4.2 Commercial Recycling

Commercial establishments often generate large amounts of high-value recyclable material such as high-grade paper. As with residential recycling, the City saves money by reduced disposal costs.

Since 1992, Long Beach has had a mandatory recycling program for the commercial sector. The requirements applicable to commercial establishments are listed in Long Beach's mandatory recycling ordinance (Appendix C). Recyclable material generated by Commercial establishment are collected by private carters and by the City. This practice will continue throughout the planning period.

4.4.3 Residential Recycling

Collecting recyclable materials from residences can be accomplished in two ways: 1) homeowners place materials into a single container (single stream recycling), or 2) materials are separated by type or stream at the source. In general, single-stream recycling has resulted in the greatest level of program participation. Long Beach has implemented single stream recycling as of 2015. Recycling percentages have increased since this change. Continuation of the single stream recycling program will be re-evaluated before the end of the City's recycling contract expiration in December 2020.

4.4.4 Drop-Off Recycling Centers

Drop-off centers range from small sites with a few trash barrels to large sites with equipment and trailers for processing, storing, and transporting recovered materials. They can be staffed or unstaffed. Often drop-off centers are used to supplement curbside collection or other recycling opportunities. Factors to consider include: location, hours of operation, materials handled, population served, and operations and maintenance.

Due to a lack of available land for expanding existing or developing new drop off facilities, Long Beach believes that the current curbside recycling program is the most effective way for residents to recycle.

4.4.5 Recycling Collection Equipment

Recycling vehicles can range in size from pick-up trucks to over 30 cubic yards, and in cost ranging from less than \$20,000 to more than \$70,000. The correct mix of collection vehicles is vital to obtaining collection efficiency, given the particulars of home storage systems, market requirements, transportation routes, and processing capabilities. The City is currently utilizing its existing MSW packer fleet to collect and compact single stream recyclables.

4.4.6 Recycling Facilities

Single stream recyclables are transported via packer truck to the Sanitary District No. 1 Transfer Station in Lawrence, NY where they are consolidated into larger loads and transported to a single stream materials recovery facility (MRF) by Omni Recycling of Westbury, Inc., where recyclables are separated mechanically and manually.

Long Beach has previously investigated constructing an MRF, however financial limitations and space constraints make a municipally-owned MRF infeasible. Therefore, the planning unit will continue its current practices throughout the planning period.

4.5 Organic Waste

Long Beach does not intend to operate a city-wide composting operation for food waste and other organics during the planning period. The NYSDEC model estimates that 22% of the waste stream, or approximately 4,900 tons per year, is organic waste assuming a predominately urban and residential population.

The most recent methods for managing food scraps is to begin with the “low-lying fruit” such as grocery stores, restaurants and large institutions such as prisons and colleges and then progress to residential separation and collection. In Long Beach, commercial waste is managed by the private sector. Because food waste is generally less expensive to dispose of, an economic incentive exists to manage food scraps/organics separately from other MSW.

For the general population, education programs that focus on backyard composting are effective in progressive communities. Backyard composters are available for purchase commercially and through Long Beach. The planning unit will continue to support backyard residential composting throughout the planning period.

4.6 Alternative Assessment

The table below presents a qualitative assessment of alternative waste management for consideration by the planning unit that may decrease waste generation and increase waste reduction, reuse and the recovery of recyclables.

Table 4-1 City of Long Beach Alternative Assessment

Program	Implementation/ Existing Efforts	Benefits	Administrative/Technical Impacts	Jurisdictional Impacts
Reuse Program	The City will continue to support local efforts in reusing materials and assess the feasibility of a system where residents can drop off reusable goods free of charge.	Reduce waste volumes Reduce disposal costs Increase natural resource conservation	No infrastructure required No measurable cost to the waste generator Potential for job creation Existing administrative and financial structure is sufficient	Encourage neighboring jurisdictions to implement reuse programs of their own
Local and Regional Markets for Recyclables	Single stream recyclables are currently managed by Omni Recycling. City will investigate recycling markets for textiles, organics, wood, electronics, and other miscellaneous materials.	Reduce waste volumes Increase recycling profits Increase natural resource conservation	MRF and transfer station infrastructure currently exists No measurable cost to the waste generator	Encourage neighboring jurisdictions to implement common recycling programs
Enforcement Programs	City will continue to enforce existing local laws such as the carryout bag ordinance and state laws such as the returnable container law.	Reduce waste volumes Encourage recycling Increase quantities of recoverable material streams	No infrastructure required Administration will continue enforcing the laws Administration will research new enforcement programs	Encourage neighboring jurisdictions to implement common enforcement programs
Data Collection and Evaluation	City will continue to collect available waste disposal data such as MSW, C&D, recyclables, and biosolids. City will require data from private carters and residential C&D.	Improved data quality and completeness Improved waste disposal projections and recycling rates	Potential increased workload on administrative staff	Potential to share data information with neighboring jurisdictions
Local Hauler Licensing Program	City will evaluate a change to licensing requirements for private carters to report materials collected. Also assess a fee program for collection of comingled waste.	Improved data quality and completeness	Development of new agreement between sanitation department and private carters.	None
C&D Debris Reduction/Recovery	City will investigate imposing a deposit on building permits that is refundable if proof of recycling of material is provided. City will also continue C&D debris recycling efforts.	Diversion of potentially reusable/recyclable material Increase natural resource conservation	Develop ordinance to support the deposit program	None

Section 5

Implementation Plan and Schedule

This section describes Long Beach's solid waste management plan and goals through the planning period. Many of the successful elements of the City solid waste management program have been in place for more than a decade and will remain in-place moving forward. Potential improvements to the program are presented in the subsequent section below. The implementation schedule for the planning period is displayed in **Table 5-1**, located at the end of this section. The Public Works Department, and Sanitation Department will be responsible for completing the tasks listed, in partnership with the City Manager and City Council. Enforcement is through the Building Department under the direction of the city Manager. The Public Works Department and the Sanitation Department have limited staff. Funding for additional staff may impact the City's ability to fill data gaps, evaluate alternatives for program improvement, and enforce requirements. The City continues to recognize the need for increased recycling and reduction in waste generation and will continue to support waste collection, reduction and recycling programs.

5.1 Municipal Solid Waste Plan and Schedule

Long Beach currently has a contract with the Town of Hempstead to dispose solid waste at the Merrick Transfer Station through the year 2019. Before the contract expires, Long Beach intends to negotiate a new agreement with new, lower rates and also explore other viable options, if any.

Note: City of Long Beach has entered into a new contract for MSW disposal beginning January 1, 2020. See Appendix A.

5.1.1 Draft Code Changes

Currently, private carters, who collect MSW from several commercial businesses in Long Beach, are not required to report tonnages to the City. During this planning period, Long Beach will evaluate a change to the City's licensing requirements for private carters to add reporting. Long Beach will also evaluate mechanisms to require commercial businesses to report tons recycled. These changes will improve data collection for the City and address data gaps. No later than 2021, the City will re-evaluate its commercial sanitation pricing structure as well as the feasibility of banning private carters for commercial sanitation.

5.1.2 Pay-as-You-Throw

The City may consider evaluating a Pay-as-You-Throw (PAYT) program as a method of discouraging MSW disposal and promoting recycling. The City will evaluate the feasibility of the PAYT system within the planning period.

5.2 Biosolids Plan and Schedule

There are no short-term changes proposed to Long Beach's management of biosolids, currently dewatered and disposed by Tully Environmental.

Long Beach's contract with Tully Environmental expires in 2020 with the possibility of two (2) one-year extensions. The City may choose to extend the contract with Tully after the agreement expires. If

Long Beach decides to pursue biosolids management services outside of Tully, the City will favorably consider proposals that incorporate innovative and environmentally responsible reuse methods.

Long Beach will consider biosolid management alternatives at the end of each disposal contract term including an evaluation of reasonable alternatives to landfill disposal.

5.3 Single Stream Recycling Plan and Schedule

Long Beach implemented a single stream recycling program in January 2015. The City has a three-year agreement with Omni Recycling of Westbury, Inc., which will expire at the end of 2020. Due to the recent upheaval in the recycling market, the City may not continue single stream recycling after its contract expiration in December 2020. A new recycling program will be determined by mid-year 2020. This will allow the City to conduct a proper education and outreach program targeting the changes to the recycling program. In addition, a public comment period/input period will take place after the new recycling changes are proposed, but before the changes are finalized. The SWMP will be updated accordingly.

5.3.1 Single Stream Program Improvements

Since Long Beach implemented single stream recycling in 2015, recycling rates have increased from 9.4% in 2014 to 13.8% in 2017. Due to the recent upheaval in the recycling market, the City may not continue single stream recycling after its contract expiration in December 2020. A new recycling program will be determined by mid-year 2020. Long Beach will continue to review single stream recycling programs throughout the planning period to identify its potential for re-introduction as market demand shifts.

Long Beach will evaluate measures to improve/increase recycling opportunities at the beach and identify areas where no recycling takes place, such as municipal parks. Improvements to the recycling efforts at the beach/boardwalk will reduce contamination and increase materials recycled. Starting in 2020, Long Beach will evaluate mandating recycling in municipal parks, downtown centers and at public events. The City will also evaluate a policy that requires every trash bin to be paired with a recycling bin in government buildings, municipal parks, the downtown center and at public events. The City will also place clear signage next to all trash and recycling receptacles detailing what is acceptable and non-acceptable.

Long Beach intends to implement a program to encourage larger facilities in the City to develop their own site-specific recycling plans. Examples would include larger commercial establishments such as hotels, grocery stores, restaurants and other businesses.

Long Beach implemented a Mattress Recycling Program in 2019. Under the program, discarded mattresses are no longer thrown out as bulk trash ending up in the landfill. Instead, mattresses are taken to a private vendor where they are recycled into new items. Mattresses must be wrapped in plastic and placed on the curb for collection.

Long Beach will also support the increase of recycling opportunities/facilities at public events and increase opportunities for electronics and textiles recycling.

5.4 Construction and Demolition Debris Plan and Schedule

Long Beach manages municipally-generated construction and demolition (C&D) debris and currently has a contract with Atlas Roll-Off of Brooklyn, NY for disposal. C&D debris that is generated by other

sources, including residential and commercial, is managed by private contractors. The data are not reported to Long Beach and therefore not tracked by Long Beach. Non-municipally generated C&D debris may represent the largest component of the C&D debris waste stream.

Starting in 2024, Long Beach will evaluate mechanisms to require residential and commercial properties to report C&D debris disposal volumes to the City. Despite the City identifying the data gap of C&D debris generation an important gap to fill, it may be difficult for the City to implement measures to quantify this material. C&D waste may be handled by the private contractor doing the work, the residence/commercial property private waste hauler or scavenged, to name a few challenges.

Long Beach will also evaluate mechanisms to encourage the reuse of C&D debris in residential and commercial construction projects where building code requirements permit its use.

To promote recycling of C&D material, Long Beach will investigate imposing a deposit requirement for all building permits that will be refundable, given proof that C&D materials were recycled or reused during construction. During the planning period, Long Beach will evaluate the development of an ordinance to support the deposit program.

5.5 Scrap Metal Plan and Schedule

The City collects scrap metal by appointment (Monday through Friday) as it does for Bulky Materials pickups. Scrap metal is brought to the City's Transfer Station and placed in containers provided by Omni of Westbury, while Bulky Materials are brought directly to the Merrick Transfer Station. During the planning period, the City will investigate additional scrap metal pick-ups and evaluate alternatives to discourage scavenging.

5.6 Organic Waste Plan and Schedule

Long Beach will continue to promote small-scale composting for food and yard waste by individual residential composters. This will include the invigoration of the public outreach program to promote residential composting.

5.6.1 Organic Waste Program Development

Long Beach will also consider assisting local businesses in developing their own composting programs starting in 2025. The program will include measures to record or track organic waste recycling from businesses such as grocery stores, schools, hospitals, etc. The program will provide the City with data on the volume of organic waste generated and explore mechanisms to better reduce and divert the organic waste.

The City will also evaluate the feasibility of city-wide organics collection beginning in 2024. Both curbside collection and drop-off sites will be evaluated.

5.7 Household Hazardous Waste Plan and Schedule

There are no plans to end participation in the successful S.T.O.P program, coordinated by the Town of Hempstead, through this planning period. Long Beach may evaluate whether an additional collection date is warranted. The City supported a successful event on Earth Day 2018 at City Hall. The need and viability of holding an annual event will be explored.

5.8 Motor Oil, Automobile Batteries, Tires and Anti-Freeze Plan and Schedule

Long Beach currently does not have a program for motor oil, automobile batteries, tires and antifreeze but collects records generated by service stations throughout the City. Residents of Long Beach may dispose of motor oil, automobile batteries and anti-freeze at the annual household hazardous waste day (S.T.O.P program). During this planning period, Long Beach will evaluate the need for City sponsored programs/facilities for disposal of motor oil, automobile batteries, tires and anti-freeze above those in-place.

5.9 E-Cycling Plan and Schedule

Prior to Superstorm Sandy in 2012, Long Beach provided a receptacle for electronic waste at the City's recreational center on Magnolia Boulevard. Long Beach discontinued managing electronic waste the years following the storm. In August 2019, the City reinstated its E-cycling program. The City now has an E-cycling agreement with GreenChip Recycling. A receptacle for electronic waste has been replaced at the City's recreational center on Magnolia Boulevard. Long Beach intends to increase electronic recycling awareness within the planning period.

5.10 Educational Programs

The City will review its educational and public outreach programs for potential areas of improvement in the first year of the planning period. Long Beach plans to improve education and outreach by:

- Adding recycling education at public events,
- Evaluate/implement teaming up with local companies and non-profit organizations to encourage recycling of specific waste streams
- Increasing in-city S.T.O.P events per year
- Host Earth Day (E-cycling) event annually
- Promote residential composting
- Pursue textile recycling/donation
- Provide educational material and signage in Spanish

5.11 S.T.O.P Program Events

Long Beach currently hosts one S.T.O.P event per year for residents to dispose of household hazardous waste. During the planning period, Long Beach will evaluate/implement mechanisms to increase public awareness of information on Town sponsored events. The City will also improve the reporting of materials collected from the S.T.O.P events and other Town sponsored events where City residents participate.

5.12 Review Existing City Code/Ordinance

During the planning period, Long Beach will review current City Codes/Ordinances needed to support enforcement of recycling requirements, require reporting of collection material by private carters,

require reporting by business type, and require redirecting/recycling of food waste. Updates to the City's current codes/ordinances will improve data collection for the City and address data gaps.

The City will evaluate the formation of a formal code enforcement office to enforce proper sanitation and recycling practices throughout the city. The evaluation will take place no later than 2020.

5.13 Grant Opportunities

The City is pursuing a NYSDEC grant for a Municipal Waste Reduction and Recycling Program. The grant covers the costs of outreach, education, and planning, with the goal of increasing participation in waste reduction and recycling programs. Grants will be awarded January 2020 and the City expects to move forward with its outreach program shortly after. Since the city expects its recycling program to change before December 2020, these changes will be a major part of this outreach initiative.

During the planning period, Long Beach will also evaluate and apply for the following grants from NYSDEC:

- E-Waste Recycling Grant
- Recycling Capital Projects Grant

5.14 Other Activities

Long Beach will continue to enforce the Carryout Bag Ordinance and support the Rx “take back” program run by the City Police department for the duration of the planning period. Long Beach will comply with New York State's single-use plastic bag ban law which goes into effect March 2020. The City will also evaluate improving data collection of recyclable materials with the help of recycling data surveys distributed to the community.

The City will evaluate a ban on the distribution of single-use plastic straws, stirrers, and cutlery in Long Beach. This is a part of a greater movement on Long Island and across the country to eliminate the distribution and consumption of single use plastics.

Lastly, Long Beach will review the current Sanitation Department's budget and advocate for an increase, if necessary, to implement programs described in the implementation schedule. Long Beach will also hire additional Sanitation Department staff if necessary and if budgeted.

Table 5-1 City of Long Beach Implementation Schedule

[illegible]

Table 5-1 City of Long Beach Implementation Schedule

[illegible]

Table 5-1 City of Long Beach Implementation Schedule

	2019 -Q1	2019-Q2	2019-Q3	2019-Q4	2020	2021	2022	2023	2024	2025	2026	2027	2028
Other:													
Continue Carryout Bag Ordinance													
Continue/support the Rx 'take-back' program run by the City Police Department													
Improve data collection of recyclable material													
Conduct recycling data surveys to compile a more complete set of recycling data													
Advocate for an increase in Sanitation Department's budget													
Increase permanent Sanitation Department Staff													
Evaluate ban on distribution of single use plastic straws, stirrers and cutlery													
Evaluate opportunities for collaboration with the Town sponsored STOP Program events:													
Evaluate mechanisms to increase public information on Town sponsored events													
Implement identified measure(s) to increase public information on Town sponsored events													
Evaluate mechanisms to coordinate reporting of material collected from City residents													
Implement mechanism(s) to coordinate reporting of material collected from City residents at Town sponsored events													
Review existing City Code/Ordinance:													
Evaluate potential Code modifications needed to support enforcement of recycling requirements													
Evaluate potential modifications to Code support requiring reporting of collection material by private carters													
Re-evaluate commercial sanitation pricing structure as well as the feasibility of banning private carters for commercial sanitation													
Evaluate potential modifications to code to support requiring reporting by business type													
Evaluate potential modifications to Code to require redirecting/recycling of food waste													
Grant Opportunities to Support Recycling (NYSDEC):													
Evaluate/apply for E-Waste Recycling Grant													
Evaluate/apply for Municipal Waste Reduction & Recycling Program grant													
Evaluate/apply for Recycling Capital Projects grant													

Table Key:

	Fixed Activity/Event
	Ongoing/Continued Implementation

Section 6

Conclusion

This 2019-2028 SWMP was developed in cooperation with the City of Long Beach Department of Public Works. Long Beach strives to continuously improve their solid waste management program. Their commitment is shown, in part, by their conversion to single stream recycling, implementation of the Carryout Bag Ordinance, and through its education and outreach programs.

This SWMP was written to reflect the goals of the New York State Beyond Waste Plan which focuses on overall final refuse reduction through active solid waste management at the local planning unit level. Long Beach strives to continue making improvements to waste reduction and improved recycling rates through education and outreach programs. Throughout the planning period, Long Beach will continuously review its solid waste management programs and policies to identify areas of improvement with the intent of meeting the New York State Beyond Waste Plan goals.

Section 7

Public Participation

The Draft LSWMP was noticed on September 19, 2019. A Public Notice was placed in the City's local newspaper as well as posted to the City's webpage. A 45-day public comment period was established, beginning on September 19, 2019 and ending November 7, 2019. A Public Hearing on the Draft LSWMP was held at City Hall on October 22, 2019.

Verbal comments were received during the October 22, 2019 Public Hearing. The October 22, 2019 meeting was attended by approximately 25 local residents. To accommodate attendees with disabilities, the meeting was moved to the lobby of City Hall. A presentation was made by the City and its consultant outlining the contents of the Draft LSWMP. The presentation was posted to the City's webpage and is included in Appendix F. Questions and discussions were encouraged during the meeting. Although a recording of the presentation and subsequent discussion was not successful due to technical issues, a written summary of the discussion topics, comments/questions and responses was developed and is provided in Appendix F. Additional comments were provided by the City's Environmental Advisory Board. Where changes to the Draft LSWMP were made in response to comments, the response notes the section of the document reflecting the change.

No other comments were received during the 45-day comment period.

Appendix A

Solid Waste Contracts

A.1 – Municipal Solid Waste Contract – Town of Hempstead, NY



City of Long Beach

ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

TEL: (516) 431-1011

FAX: (516) 431-5008

JOHN A. MIRANDO, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

December 20, 2019

Mr. James J. Vilardi
Chairman
Sanitary District No. 1
Town of Hempstead
1 Bay Blvd.
Lawrence, NY 11559

**Re: Notice of Award-Inter-Municipal Agreement for the Transport and Disposal
of Municipal Solid Waste**

Dear Mr. Vilardi:

You are hereby advised that in accordance with Resolution No. 104/19 adopted by the City Council on December 17, 2019, your Proposal has been accepted by the City.

In accordance with the terms of the Inter-Municipal Agreement, each party shall proceed on a self-insured basis. In addition, the Contractor shall provide the Municipality (City of Long Beach), as additionally insured, with an insurance certificate evidencing insurance as required in the District/Contractor Agreement. Please sign and return three (3) copies of the attached contract(s) for the City Manager's signature. A purchase order will be sent separately for billing purposes.

Enclosed is one copy of the Resolution for your use.

Sincerely yours,


John A. Mirando, P.E.

cc: Joseph Febrizio, Dep Commissioner of Public Works
Greg Kalnitsky, Corporation Counsel
Broadus Brown, Superintendent of Sanitation

December 17, 2019

Item No. 1

Resolution No. 104/19

The following Resolution was moved by Mr. Mandel
and seconded by Mr. Bendo :

Resolution Authorizing the Acting City Manager to Enter into
an Inter-Municipal Agreement for the Transport and Disposal
of Municipal Solid Waste.

WHEREAS, a proposal was received in the Office of the Commissioner of Public Works from Sanitary District No. 1, Town of Hempstead, Bay Boulevard, Lawrence, New York 11559, for an Inter-Municipal Agreement for the transport and disposal of municipal solid waste, in accordance with plans and specifications on file in the Department of Public Works; and

WHEREAS, the City desires to enter into said Inter-Municipal Agreement with Sanitary District No. 1, Town of Hempstead whereby City solid waste, bulk materials, construction and demolition debris and recyclable materials will be brought to the transfer station located at 2 Bay Boulevard, Lawrence, New York 11559, for a period of five years, commencing January 1, 2020, at a cost of \$85.00 per ton for the first year, with 2% annual increases through December 31, 2024;

NOW, THEREFORE, be it

RESOLVED, that the proposed Inter-Municipal Agreement constitutes an unlisted action under SEQRSA, and it is hereby determined that the proposed Inter-Municipal Agreement will not have a significant effect on the environment and issues a negative declaration; and be it further

RESOLVED, by the City Council of the City of Long Beach, New York that the Acting City Manager be and he hereby is authorized to enter into an Inter-Municipal Agreement with the Sanitary District No. 1, Town of Hempstead, Bay Boulevard, Lawrence, New York 11559 for the transport and disposal of the City's solid waste, bulk materials, construction and demolition debris and recyclable materials at a cost of \$85.00 per ton for a period of five years, commencing January 1, 2020, at a cost of \$85.00 per ton for the first year, with 2% annual increases through December 31, 2024. Funds are available in Account No. A8160.54459 (Sanitation-Waste and Rubbish Removal).

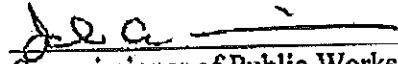
December 17, 2019

Page 2

Item No. 1

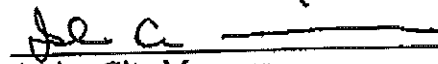
Resolution No. 104/19

APPROVED:




Commissioner of Public Works

APPROVED AS TO ADMINISTRATION:



Acting City Manager

APPROVED AS TO FUNDS:



City Comptroller

APPROVED AS TO FORM & LEGALITY:



Acting Corporation Counsel

VOTING:

Council Member Diamond - ABSENT

Council Member Eramo - ABSENT

Council Member Mandel - AYE

Vice President Bendo - AYE

President Moore - AYE

INTER-MUNICIPAL AGREEMENT

PROCESSING and DISPOSAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (the "Agreement") is entered into as of the 1st day of January 2020 by and between **SANITARY DISTRICT No. 1, TOWN OF HEMPSTEAD, NEW YORK**, a municipal corporation organized under the Nassau County Civil Divisions Act and having its office at Bay Boulevard, Lawrence, Nassau County, New York 11559 (hereinafter the "District"), and the **CITY OF LONG BEACH, NEW YORK**, a municipal corporation of the State of New York, having its principal offices at 1 West Chester Street, Long Beach, New York 11561 (hereinafter the "Municipality") and each individually referred to as "Party" and/or collectively the "Parties" provides as follows:

RECITALS:

WHEREAS, municipal corporations in the State of New York, including the Parties herein, are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperate or contract basis;

WHEREAS, the Municipality currently generates and/or collects Acceptable Solid Waste, Construction & Demolition Debris, and Recyclable Materials (collectively, the "Acceptable Materials"), as defined herein, that are suitable for disposal, processing and/or marketing by the District; and

WHEREAS, the District has contracted for services pursuant to a Request for Proposal process under New York State General Municipal Law § 120 (w) and the Parties wish to utilize shared services; and

WHEREAS, the District owns a transfer station, operated by its Contractor, at 2 Bay Boulevard, Lawrence, New York 11559 (the "Facility").

WHEREAS, the Municipality wishes to have the District and/or its Contractor accept, process and/or dispose of the Municipality's Acceptable Materials, and the District and/or its Contractor wishes to accept such material for processing and/or disposal under the terms set forth below; and

WHEREAS, the District and the Municipality have agreed to enter into this Agreement pursuant to which the District has agreed to accept, process and/or dispose of, and the Municipality has agreed to deliver and pay for the acceptance, processing and/or disposal of its Acceptable Solid Waste, Construction & Demolition Debris and Recyclable Materials, all in accordance with the terms and conditions set forth herein; and

WHEREAS, the cooperative action of the District and the Municipality is expected to be for the economic and environmental benefit of each Party and will service a public purpose for each Party; and

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENT HEREIN CONTAINED, THE PARTIES AGREE, WARRANT AND COVENANT AS FOLLOWS:

ARTICLE 1. General Provisions.

1.1 Whereas Clauses. The Whereas Clauses are hereby repeated and incorporated into and made a part of this Agreement.

1.2 Definitions. Certain capitalized terms are defined in Article 13.

1.3 Quantity. During the Term, the Municipality shall only deliver Acceptable Materials to the Facility in amounts equal to the Annual Commitment and pay the Acceptance Fee therefore.

1.4 Delivery Schedule. During the Term, the Municipality may deliver Acceptable Materials to the Facility, exclusive of Holidays, Monday through Friday from 6:00 a.m. to 3:30 p.m. and on Saturday from 6:00 a.m. to 1:00 p.m.

1.5 Quality. The Municipality shall deliver only Acceptable Materials hereunder.

1.6 Delivery Vehicles. Acceptable Materials shall be delivered by the Municipality, at the Municipality's sole cost and expense, to the Facility in enclosed container vehicles or enclosed compactor vehicles complying with District's and its Contractor's identification procedures and complying with all rules, regulations and procedures which are required by any governmental entity, including but not limited to, any local rules.

1.7 Term. This Agreement shall remain in full force and effect during the Term, as hereafter defined. Upon expiration of the Term, the obligations of the District and the Municipality under this Agreement shall terminate, provided, however, that the provisions of Section 6.2 shall survive such termination.

ARTICLE 2. Facility Procedures

2.1 Acceptance/Rejection of Solid Waste. From and after the Effective Date and until this Agreement is terminated or expires, the District shall accept at the Facility, Acceptable Materials, as hereafter defined, in accordance with the terms of this Agreement, provided however, that the District or its Contractor shall have no obligation to accept (i) Acceptable Materials it does not accept by reason of an Event of Force Majeure or due to the fault of the Municipality, (ii) Acceptable Materials that are not delivered in

accordance with the requirements of this Agreement, and (iii) Acceptable Materials not delivered by the Municipality by reason of an Event of Force Majeure. The District, or its Contractor, shall have the right in their sole discretion to reject delivery of any material which does not constitute Acceptable Materials. Ownership of Unacceptable Waste delivered to the Facility shall remain with the Municipality and shall never pass to the District or its Contractor. In the event that the District or its Contractor determines that any material delivered to the Facility by the Municipality does not constitute Acceptable Materials, the provisions of Section 4.1 shall apply. Title to Acceptable Materials shall pass to the District or its Contractor upon its inspection and acceptance at the Facility.

2.2 Delivery Procedures. The delivery of Acceptable Materials to the Facility shall be regulated by procedures generally applicable to customers utilizing the Facility reasonably determined by the District or its Contractor. The delivery procedures shall have reasonable terms and conditions consistent with the then operation of the Facility.

2.3 Vehicle Identification. The District or its Contractor may provide for a system for the identification of delivery vehicles and shall also provide that the District or its Contractor may place unqualified reliance on representations made by operators of vehicles owned by or operated on behalf of the Municipality with proper identification as to the Person or entity against whose account the Acceptable Materials delivered is to be charged. The District or its Contractor shall be under no obligation to accept Acceptable Materials from Persons or vehicles not complying with the identification system or the delivery procedures established by the District or its Contractor. The District or its Contractor may enforce compliance with identification and delivery procedures by denial of disposal privileges and such other means as it may reasonably determine to be necessary and appropriate.

ARTICLE 3. Fees

3.1 Fees

3.1.1 As provided in Section 5.1, the Municipality shall pay to the District the Acceptance Fee for each Ton of Acceptable Materials delivered by or on behalf of the Municipality to the Facility and accepted by the District or its Contractor, together with any other Fees payable hereunder, including, without limitation, any surcharges.

3.1.2 In the event the Municipality desires to deliver Acceptable Materials to the Facility outside of the hours and/or days as outlined in Section 1.4, the Municipality shall notify the District and its Contractor, as soon as practicable, of the Municipality's need and desire to deliver Acceptable Materials to the Facility beyond the hours outlined in Section 1.4. Upon consent of both the District and its Contractor, the Municipality may deliver Acceptable Materials beyond the hours outlined in Section 1.4 and the Municipality shall pay to the District the Extended Hours Fee for each hour the Facility remains open to accept delivery of the Municipality's Acceptable Materials. In the event the Facility is opened for the acceptance of the Municipality's Acceptable Materials on a Sunday or a

Holiday, the Municipality shall pay the Extended Hours Fee for each hour the Facility remains open to accept delivery of the Municipality's Acceptable Materials but at a minimum the Municipality shall pay the District an Extended Hours Fee of four (4) hours.

- 3.1.3 The obligations of the Municipality to make payments pursuant to the terms hereunder shall not be subjected to any set-off, abatement, counterclaim, existence of a dispute or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Municipality hereunder or limit recourse to the Municipality. Payment pursuant to this provision shall not prejudice the rights of the Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement.

3.2 Adjustment of Fees

- 3.2.1 If in any Contract Year the District, its Contractor, or the Facility incur Force Majeure Costs, the District shall provide a reasonably detailed written notice thereof to the Municipality. The Municipality shall be responsible to pay its proportionate share of such Force Majeure Costs, based on the material the Municipality delivers to the Facility, to the District upon receipt of an invoice. Force Majeure Costs may be payable at the District's option as a lump sum payment or as an increase in the Acceptance Fee payable under this Agreement. "Force Majeure Costs" shall mean Operating Cost Increases incurred during the Contract Year as a result of a Force Majeure Event. "Operating Cost Increase" means any increase in the Facility's reasonable direct costs of operating the Facility that arises from a Force Majeure Event less any insurance payments received in connection with such Force Majeure Event.

ARTICLE 4. Quality of Material

4.1 Unacceptable Waste

- 4.1.1 The Municipality agrees that it shall not deliver Unacceptable Waste to the District or its Contractor. If a delivery of material is made which contains both Acceptable Materials and Unacceptable Waste, the District or its Contractor may separate and accept Acceptable Materials, to the extent such separation can be achieved without unreasonable expense or the use of unreasonable effort; the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Materials, without the use of unreasonable efforts or expense of the District or its Contractor to cause such separation. If the Municipality delivers Unacceptable Waste to the Facility, the District or its Contractor at their sole option may (i) reject acceptance of such Unacceptable Waste and require the Municipality to reload and dispose of such Unacceptable Waste at the Municipality's sole cost and expense, or (ii) if the District or its Contractor does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, the District or its Contractor may, after giving the Municipality telephonic notice thereof, dispose of such Unacceptable Waste and charge

the Municipality all direct and indirect costs incurred by the District or its Contractor for such disposal, unless the Municipality elects to dispose of the waste, it shall be required to do so within 24 hours of notification, if the waste is Hazardous Waste, and within 48 hours of notification if the waste is Unacceptable Waste but not Hazardous Waste. If after electing to do so, the Municipality does not dispose of the Unacceptable Waste within the prescribed time period, the District or its Contractor may dispose of the Unacceptable Waste without further notice to the Municipality and the Municipality shall be required to pay the fees and costs set forth above. No notice shall be required of the District or its Contractor to the Municipality to dispose of Unacceptable Waste in emergency situations where a delay in such disposal would constitute a hazard to public health and safety. Nothing herein contained shall obligate the District or its Contractor to screen material or to detect Unacceptable Waste delivered by the Municipality, and the Municipality shall remain liable for all damages of any nature resulting from the delivery by the Municipality of Unacceptable Waste.

- 4.1.2 If the District or its Contractor elects to dispose of such Unacceptable Waste, the Municipality shall indemnify and hold the District and its Contractor harmless from and against all liabilities, losses, damages, costs, expenses, and disbursements, including reasonable legal fees and expenses arising out of the processing or disposal by such Person of Unacceptable Waste or waste not constituting Acceptable Materials delivered by or on behalf of the Municipality and incidental and consequential damages incurred by such Person. Such disposal by the District or its Contractor shall not constitute acceptance by the District or its Contractor, transfer of ownership to the District or its Contractor, consent by the District or its Contractor to a pattern of repeated deliveries by the Municipality of Unacceptable Waste, or waiver by the District or its Contractor of any remedies it may have against the Municipality because of the delivery of Unacceptable Waste. All activities of the District or its Contractor with respect to such Unacceptable Waste delivered to or abandoned at the Facility shall be as agent for the Municipality.

ARTICLE 5. Billing and Payments

- 5.1 Payments. The District or its Contractor shall prepare and deliver to the Municipality an invoice reflecting all amounts of Acceptable Materials delivered by and/or on behalf of the Municipality to the Facility in each calendar month within (20) days of the end of each such month. Said invoice shall reflect the type of such Acceptable Materials, and the sums due and owing by the Municipality to the District, together with all additional amounts due from each Party to the other, pursuant to the terms of this Agreement. Each Party shall pay to the other, as applicable, the amount due on said invoice within thirty (30) days of the receipt of the monthly invoice or within forty-five (45) days of the last day the Municipality delivered Acceptable Materials to the Facility in any particular monthly billing cycle, whichever is later. Payment shall be based upon weights recorded at the Facility scale(s), or, if such scales are not available for any reason, at such other scale as may be reasonably agreed upon by the Parties. All scales at the Facility shall be maintained and calibrated by the District in accordance with the standards of the Nassau County Department of Weights and Measures and the laws of the State of New York, but

not less frequently than once every 180 days. Checks for payment issued pursuant to this Agreement shall be made payable to both the District and Contractor as Payees.

5.2 Overdue Charges. Amounts owed to the District thirty (30) days after the invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law or one percent (1%) per month, whichever is less. The Municipality shall be responsible for any and all costs incurred by the District, including but not limited to reasonable legal expenses, should the Municipality's account be submitted to a District-appointed attorney for collection.

5.3 Disputes. In the event of any dispute over billing, the Party disputing the amount due shall promptly advise the other of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The Parties shall pay all amounts set forth on invoices that are not in dispute pursuant to §5.1 and §5.2, above.

ARTICLE 6. Insurance and Indemnification

6.1 Insurance. Each Party hereto shall proceed on a self-insured basis, provided however, that all delivery and pickup vehicles shall be insured as required by law. In addition, the Contractor shall provide the Municipality, as additionally insured, with an insurance certificate evidencing insurance as required in the District/Contractor Agreement.

6.2 Indemnity.

6.2.1 The Municipality shall defend, indemnify and save harmless the District and its Contractor from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, in connection therewith, of every nature, including but not limited to claims for property damage, bodily injury, or death, by any third party and by or on behalf of the Municipality's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the Municipality, its agents, servants or employees.

6.2.2 The District and the Contractor shall defend, indemnify and save harmless the Municipality from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the District's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the District, its agents, servants or employees.

ARTICLE 7. Governmental Regulation

7.1 Jurisdiction. The District, its Contractor and the Municipality acknowledge that the collection, transportation and disposition of Acceptable Materials is subject to the

jurisdiction of various governmental agencies, including, without limitation, agencies of the United States of America and the State of New York.

- 7.2 Compliance. The District, its Contractor and the Municipality agree, at their own expense (subject to the provisions herein relating to Change in Law and Events of Force Majeure), to materially comply with all applicable statutes, rules and regulations applicable to them in connection with this Agreement and the transactions contemplated hereby. Such statutes, rules and regulations may include, without limitation, actions taken by the jurisdiction in which the Facility is located. The Municipality agrees to take all necessary action to cause Persons delivering material on its behalf to the Facility to comply with any law, statute, regulation, order, standard or ordinance of the jurisdiction in which the Facility is located or the State of New York.

ARTICLE 8. Suspension Due to Force Majeure

8.1 Suspension of Obligations

- 8.1.1 A delay or failure of performance hereunder by either Party shall not constitute an event of default or cause for any liability under this Agreement to the extent caused by an Event of Force Majeure. Such delay or failure shall be excused at any time performance is affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. If an Event of Force Majeure causes a reduction, but not a complete suspension in the ability of the District and/or its Contractor in connection with the operation of the Facility to accept, process and/or dispose of Acceptable Materials, then subject to (i) the then existing commitments of the District with respect to the Facility, (ii) the reserved capacity requirements for the Landfill, and (iii) the requirements of all applicable permits, consents and approvals of the State of New York and other governmental entities, the District and its Contractor shall use their reasonable efforts to allocate a portion of such reduced capacity of the Facility to the Municipality; provided, that such allocation shall be determined by the District or its Contractor in their sole reasonable discretion. An act or event of Force Majeure shall not terminate or suspend the Municipality's obligation to make payments pursuant to this Agreement for material which has been delivered to the Facility prior to a suspension for an Event of Force Majeure.

- 8.1.2 The Party relying on an Event of Force Majeure as justification for a delay or failure of performance hereunder shall give the other Party prompt written notice of such Event of Force Majeure.

- 8.2 Efforts to Remove Condition. A Party whose performance is adversely affected by an Event of Force Majeure shall use its reasonable efforts to overcome or remove such Event of Force Majeure. After the completion of a suspension due to an Event of Force Majeure and to the extent the District and/or its Contractor have the capacity to accept, process and dispose of Acceptable Materials, the District and its Contractor shall use their reasonable efforts to accept Acceptable Materials collected by and/or on behalf of the

Municipality which the Municipality was unable to deliver to the Facility during the Event of Force Majeure period. The District or its Contractor shall not be obligated to accept Acceptable Materials to the extent that the acceptance, processing and/or disposal of such material is contrary to or in violation of or would cause the District and/or its Contractor to be in violation of any permits and/or approvals necessary for Facility operations.

- 8.3 Termination of Contract. If an act or Event of Force Majeure causes a complete or partial suspension in the ability of either Party to accept, process and dispose of Acceptable Materials, in the case of the District, or deliver Acceptable Materials in the case of the Municipality, and said suspension continues for a period of ninety (90) days or more, either Party may terminate this Agreement on thirty (30) days written notice and the obligation to accept, process, dispose and deliver Acceptable Materials hereunder (but such termination shall not terminate the Parties' obligations with respect to material delivered prior to such termination).

ARTICLE 9. DEFAULT

- 9.1 Events of Default of the District. The following shall be an event of default by the District under this Agreement.

9.1.1 The District makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding in an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.1.2 The District fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for a period of twenty (20) business days, excluding, Holidays, Saturdays and Sundays, after written notice to the District specifying the nature of such failure and requesting that it be remedied; or

- 9.2 Events of Default of the Municipality. Each of the following shall be an event of default by the Municipality under this Agreement.

9.2.1 The Municipality fails to timely pay any amounts, including without limitation, the Acceptance Fee, and any amounts payable pursuant to Sections 5.2 or 5.3 which become due hereunder;

9.2.2 The Municipality fails to observe and perform any other material term, covenant or agreement contained in this Agreement, the delivery procedures or other agreements or policies to which the Municipality is subject and such failure continues for a period of twenty (20) business days, excluding, Holidays, Saturdays and Sundays, after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

9.2.3 The Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding in an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.4 Remedies on Default. Whenever any event of default shall have occurred and be continuing, the non-defaulting Party shall have the following rights and remedies:

9.4.1 Upon twenty (20) business days, excluding Holidays, Saturdays and Sundays, written notice to the District, if the District is then in default, the Municipality shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such twenty (20) day period or unless during such period the District has taken remedial steps the effect of which would be to enable the District to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

9.4.2 Upon twenty (20) business days, excluding Holidays, Saturdays and Sundays, written notice to the Municipality, if the Municipality is then in default, the District shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such twenty (20) day period or unless during such period the Municipality has taken remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

- 9.4.3 Upon written notice to the Municipality, if the Municipality has defaulted, the District shall have the option, without terminating this Agreement, to stop accepting Acceptable Materials delivered or tendered for delivery by the Municipality, until such default is cured or this Agreement is terminated.

ARTICLE 10. Representations and Warranties

- 10.1 Representations and Warranties of the Municipality. The Municipality hereby represents and warrants to the District that the Municipality has the full power and authority to execute and deliver this Agreement to the District and to carry out the transactions contemplated hereby. There is no litigation pending or to the knowledge of the Municipality, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

- 10.2 Representations and Warranties of the District. The District hereby represents and warrants to the Municipality that the District has the full power and authority to execute and deliver this Agreement to the Municipality and to carry out the transactions contemplated hereby. There is no litigation pending or to the knowledge of the District, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

- 10.3 Liability for Breach. It is understood and agreed that the Parties hereto shall be liable to each other in the manner and to the extent provided by law for any loss or harm occasioned by the breach of any term, covenant, agreement, undertaking or obligation of this Agreement. It is understood and acknowledged by the Parties that neither Party shall be liable to the other Party for any incidental or consequential damages, except as expressly stated in this Agreement. This section shall survive the termination and/or expiration of this Agreement but any applicable Statute of Limitations shall not be tolled.

ARTICLE 11. Governing Law.

- 11.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York. The sole and exclusive forum for the initial determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York, County of Nassau.

- 11.2 The pendency of litigation shall affect neither the obligations of the Parties to make any payment or render any service required by this Agreement nor the rights of the Parties under this Agreement.

ARTICLE 12. Miscellaneous

- 12.1 Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties. This Agreement constitutes the entire agreement between the Parties herein in respect of the subject matter hereof.

12.2 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of either Party hereunder shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties hereto.

12.3 Modifications. This Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

12.4 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto.

12.5 Notices. All written notices, reports and other documents required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited with a recognized commercial overnight courier addressed to the Party whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given.

If to the District:

Sanitary District No.1
Town of Hempstead
Bay Blvd.
Lawrence, New York 11559
Attn: George Pappas, District Superintendent

With a copy to:
Nathaniel M. Swergold, Esq., District General Counsel
124 Cedarhurst Avenue
Cedarhurst, New York 11516

and

Omni Recycling of Westbury, Inc.
7 Portland Avenue
Westbury, New York 11590

If to the Municipality:

The City of Long Beach
1 West Chester Street
Long Beach, New York 11561
Attn.: _____

With a copy to:

The City of Long Beach
Office of the Corporation Counsel
City Hall, Room 402
1 West Chester Street
Long Beach, New York 11561
Attn: Gregory Kalnitsky, Esq.

- 12.6 Further Actions. Each Party agrees that it will, at its own expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.
- 12.7 Severability. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the District and the Municipality shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.
- 12.8 Assignment. The Municipality may not assign or transfer, directly or indirectly, its interest in and to this Agreement.
- 12.9 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

ARTICLE 13. Definitions and Interpretation

- 13.1 Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

"Acceptable Materials" shall mean all Acceptable Solid Waste, Construction & Demolition Debris and Recyclable Materials generated and/or collected by the Municipality and/or on the Municipality's behalf.

"Acceptable Solid Waste" means Municipal Solid Waste, provided however, Acceptable Waste shall not include Unacceptable Waste.

"Acceptable Solid Waste Fee" means the per Ton disposal fee that the Municipality shall pay to the District for each Ton of Acceptable Solid Waste delivered to the Facility by and/or on behalf of the Municipality. The Acceptable Solid Waste Fee consists of both a disposal fee of Eighty Dollars (\$80.00) per Ton and an environmental fee of Five Dollars (\$5.00) per Ton. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the disposal fee portion of the Acceptable Solid Waste Fee shall be subject to

an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the disposal fee portion of the Acceptable Solid Waste Fee shall increase at a minimum of two (2.00%) percent each year. The environmental fee portion of the Acceptable Solid Waste Fee shall remain the same each year.

"Acceptance Fee" means the Acceptable Solid Waste Fee; the Construction & Demolition Debris Fee; and the Recyclable Materials Fee.

"Annual Commitment" means, all Acceptable Materials generated within the Municipality and under the control of the Municipality. It is agreed and understood by the Parties that Recyclable Materials shall only be included in the definition of "Annual Commitment" after the Municipality's current contract with its current vendor for acceptance and processing of Recyclable Materials expires on December 31, 2020, if not terminated earlier.

"Change in Law" means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, State, County or other governmental body, other than an act by a Party hereto, or (b) the modification of or the imposition of any conditions on the issuance, modifications or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility which are more burdensome than and adversely inconsistent with the most stringent requirements which are applicable to the Facility, the District or its Contractor, as the case may be, and which are contained in any applicable laws with respect to the Facility in effect as of the Effective Date.

"Construction & Demolition Debris" shall have the same meaning as the term "Construction and demolition debris" or "C&D debris" has in 6 CRR-NY 360.2(b) of the Official Compilation of Codes, Rules and Regulations of the State of New York and shall also include: yard waste, consisting of leaves, branches, and logs under two (2.00") inches in diameter and four (4.00') feet in length; and bulk waste, consisting of large residential items such as couches, dressers, shelving and furniture, but shall not include mattresses. The District and/or its Contractor may require the Municipality to deliver C&D debris, yard waste and/or bulk waste in a separate collection truck.

"Construction & Demolition Debris Fee" means the per Ton disposal fee that the Municipality shall pay to the District for each Ton of Construction & Demolition Debris delivered to the Facility by and/or on behalf of the Municipality. The Construction & Demolition Debris Fee consists of both a disposal fee of Eighty Dollars (\$80.00) per Ton and an environmental fee of Five Dollars (\$5.00) per Ton. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the disposal fee portion of the Construction & Demolition Debris Fee shall be subject to an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the disposal fee portion of the Construction & Demolition Debris Fee shall increase at a

minimum of two (2.00%) percent each year. The environmental fee portion of the Construction & Demolition Debris Fee shall remain the same each year.

"Contract Year" means the consecutive twelve-month period beginning January 1st and ending December 31st.

"Contractor" means Omni Recycling of Westbury, Inc. In the event of a change of the District's Contractor, the District shall promptly notify the Municipality.

"CPI Adjustment" shall mean the 12-month average beginning in January and ending in December of the same year of the Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics for All Items, All Urban Consumers, Non-Seasonally Adjusted for New York-Newark-Jersey City, NY-NJ-PA and reported in the CPI-U detailed report Series ID CUURS12ASA0. Such 12-month average shall be rounded to the same number of decimal places as the monthly average reported in the series. If the CPI-U as described above ever ceases to be published, then the Parties shall substitute, in good faith, a replacement index that most closely resembles the CPI-U as so defined above.

"Effective Date" means the first day of the Term.

"Event of Force Majeure" means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have direct, material, adverse effect on the rights or obligations of either Party to this Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement:

- (a) An act of God such as severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, an act of terrorism, war, blockade, insurrection, sabotage, vandalism, theft, riot, general arrest or general restraint of government and people.
- (b) A Change in Law.
- (c) The long term loss of any utility services necessary for the operation of the Facility.
- (d) The unavailability of a Landfill for the disposal of Acceptable Solid Waste and/or Construction & Demolition Debris within two hundred (200) miles of the Facility.

- (e) The presence of any subsurface or latent physical condition (including the presence of Hazardous Waste or other contamination or pollution) at, on or in the Facility which shall prevent or require a redesign or change in the operation of the Facility.
- (f) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- (g) The inadvertent processing of Unacceptable Waste in the Facility.
- (h) Strike, slowdown, work stoppage or other Labor action.

"Extended Hours Fee" means One Hundred Twenty Five (\$125.00) Dollars fee each hour that the Facility remains open to accept delivery of the Municipality's Acceptable Materials beyond the hours outlined in Section 1.4. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the Extended Hours Fee shall be subject to an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the Extended Hours Fee shall increase at a minimum of two (2.00%) percent each year.

"Facility" means the transfer station located at 2 Bay Blvd, Lawrence, New York operated by the District's Contractor; or any such mutually agreeable backup facility location that may be used from time to time.

"Fees" means the Acceptance Fee and such other amounts that the Municipality is required to pay.

"Hazardous Waste" means waste which is harmful, toxic or dangerous or is now or hereafter defined as hazardous waste in either the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq., or the regulations thereunder, or under other applicable statutes, or the regulations thereunder, or any other material that cannot be accepted for disposal pursuant to the Facility's applicable permits.

"Holidays" means New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.

"Landfill" means the landfill or landfills designated from time to time by the District or the District's Contractor for receipt of Acceptable Solid Waste and/or Construction & Demolition Debris.

"Municipal Solid Waste" means all materials or substances that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse and other discarded materials, but not including contained gaseous materials, Construction & Demolition Debris, sewage and other highly diluted water-carried materials or substances and those in gaseous form, and special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended. For the purposes of this Agreement, it is the intention of the Parties that Recyclable Materials, including yard waste material, is excluded from the definition of Municipal Solid Waste.

"Person" means a municipality, corporation, partnership, business trust, trust, joint venture, company, firm or individual.

"Recyclable Materials" means clean: newspaper, cardboard, magazines, junk mail, PET (#1 Plastics), HDPE-Colored and HDPE-Natural (#2 Plastics), tin cans, aluminum cans, aluminum foil, glass bottles, metal pots and pans. The District and the Municipality, in consultation with the District's Contractor, may from time to time discuss in good faith the composition of what constitutes Recyclable Materials and the manner in which the Recyclable Materials are collected by and/or on behalf of the Municipality in an effort to improve and benefit the Municipality's recycling program(s).

"Recyclable Materials Fee" means an amount to be negotiated and agreed upon in good faith between the Parties which shall commence once the Municipality's current agreement for Recyclable Materials expires on December 31, 2020, if not terminated sooner. To the extent reasonably possible, the Parties will work in good faith to negotiate the Recyclable Materials Fee prior to the Municipality's delivery of any Recyclable Materials to the Facility pursuant to this Agreement. If the Parties cannot agree upon a reasonable fee, upon impasse, either Party may submit the issue to binding Arbitration under the rules and conditions of the American Arbitration Association.

"Term" means, unless sooner terminated in accordance with the terms of this Agreement, the period from January 1, 2020 to December 31, 2024. The Term of this Agreement may be extended for up to two additional terms of five (5) years each upon written mutual agreement of the Parties at terms and conditions mutually agreeable to both Parties.

"Ton" means two-thousand (2,000) pounds.

"Unacceptable Waste" means (a) Municipal Solid Waste that is specifically prohibited for admittance or processing at the Facility by the NYS DEC or other regulatory agency having jurisdiction over the Facility; (b) Hazardous Waste; (c) radioactive waste; (d) Construction & Demolition Debris which contains items which are not included in the definition of "Construction & Demolition Debris" in this Agreement; and (e) Recyclable Materials which contain more than Two Percent (2.00%) residue and/or items which do not compromise the items delineated in the definition of "Recyclable Materials" in this Agreement.

13.2 Interpretation. Each Party recognizes that this Agreement is a legally binding contract and acknowledges that such Party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either Party on the basis of that Party being the drafter of such terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.

SANITARY DISTRICT No. 1,
TOWN OF HEMPSTEAD

BY THE CHAIRMAN,
BOARD OF COMMISSIONERS

By: 

James J. Vilardi, Chairman

CITY OF LONG BEACH,
STATE OF NEW YORK

By: 

Title: Acting City Manager

INTER-MUNICIPAL AGREEMENT

PROCESSING and DISPOSAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (the "Agreement") is entered into as of the 1st day of January 2020 by and between **SANITARY DISTRICT No. 1, TOWN OF HEMPSTEAD, NEW YORK**, a municipal corporation organized under the Nassau County Civil Divisions Act and having its office at Bay Boulevard, Lawrence, Nassau County, New York 11559 (hereinafter the "District"), and the **CITY OF LONG BEACH, NEW YORK**, a municipal corporation of the State of New York, having its principal offices at 1 West Chester Street, Long Beach, New York 11561 (hereinafter the "Municipality") and each individually referred to as "Party" and/or collectively the "Parties" provides as follows:

RECITALS:

WHEREAS, municipal corporations in the State of New York, including the Parties herein, are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperate or contract basis;

WHEREAS, the Municipality currently generates and/or collects Acceptable Solid Waste, Construction & Demolition Debris, and Recyclable Materials (collectively, the "Acceptable Materials"), as defined herein, that are suitable for disposal, processing and/or marketing by the District; and

WHEREAS, the District has contracted for services pursuant to a Request for Proposal process under New York State General Municipal Law § 120 (w) and the Parties wish to utilize shared services; and

WHEREAS, the District owns a transfer station, operated by its Contractor, at 2 Bay Boulevard, Lawrence, New York 11559 (the "Facility").

WHEREAS, the Municipality wishes to have the District and/or its Contractor accept, process and/or dispose of the Municipality's Acceptable Materials, and the District and/or its Contractor wishes to accept such material for processing and/or disposal under the terms set forth below; and

WHEREAS, the District and the Municipality have agreed to enter into this Agreement pursuant to which the District has agreed to accept, process and/or dispose of, and the Municipality has agreed to deliver and pay for the acceptance, processing and/or disposal of its Acceptable Solid Waste, Construction & Demolition Debris and Recyclable Materials, all in accordance with the terms and conditions set forth herein; and

WHEREAS, the cooperative action of the District and the Municipality is expected to be for the economic and environmental benefit of each Party and will service a public purpose for each Party; and

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENT HEREIN CONTAINED, THE PARTIES AGREE, WARRANT AND COVENANT AS FOLLOWS:

ARTICLE 1. General Provisions.

- 1.1 Whereas Clauses. The Whereas Clauses are hereby repeated and incorporated into and made a part of this Agreement.
- 1.2 Definitions. Certain capitalized terms are defined in Article 13.
- 1.3 Quantity. During the Term, the Municipality shall only deliver Acceptable Materials to the Facility in amounts equal to the Annual Commitment and pay the Acceptance Fee therefore.
- 1.4 Delivery Schedule. During the Term, the Municipality may deliver Acceptable Materials to the Facility, exclusive of Holidays, Monday through Friday from 6:00 a.m. to 3:30 p.m. and on Saturday from 6:00 a.m. to 1:00 p.m.
- 1.5 Quality. The Municipality shall deliver only Acceptable Materials hereunder.
- 1.6 Delivery Vehicles. Acceptable Materials shall be delivered by the Municipality, at the Municipality's sole cost and expense, to the Facility in enclosed container vehicles or enclosed compactor vehicles complying with District's and its Contractor's identification procedures and complying with all rules, regulations and procedures which are required by any governmental entity, including but not limited to, any local rules.
- 1.7 Term. This Agreement shall remain in full force and effect during the Term, as hereafter defined. Upon expiration of the Term, the obligations of the District and the Municipality under this Agreement shall terminate, provided, however, that the provisions of Section 6.2 shall survive such termination.

ARTICLE 2. Facility Procedures

- 2.1 Acceptance/Rejection of Solid Waste. From and after the Effective Date and until this Agreement is terminated or expires, the District shall accept at the Facility, Acceptable Materials, as hereafter defined, in accordance with the terms of this Agreement, provided however, that the District or its Contractor shall have no obligation to accept (i) Acceptable Materials it does not accept by reason of an Event of Force Majeure or due to the fault of the Municipality, (ii) Acceptable Materials that are not delivered in

accordance with the requirements of this Agreement, and (iii) Acceptable Materials not delivered by the Municipality by reason of an Event of Force Majeure. The District, or its Contractor, shall have the right in their sole discretion to reject delivery of any material which does not constitute Acceptable Materials. Ownership of Unacceptable Waste delivered to the Facility shall remain with the Municipality and shall never pass to the District or its Contractor. In the event that the District or its Contractor determines that any material delivered to the Facility by the Municipality does not constitute Acceptable Materials, the provisions of Section 4.1 shall apply. Title to Acceptable Materials shall pass to the District or its Contractor upon its inspection and acceptance at the Facility.

2.2 Delivery Procedures. The delivery of Acceptable Materials to the Facility shall be regulated by procedures generally applicable to customers utilizing the Facility reasonably determined by the District or its Contractor. The delivery procedures shall have reasonable terms and conditions consistent with the then operation of the Facility.

2.3 Vehicle Identification. The District or its Contractor may provide for a system for the identification of delivery vehicles and shall also provide that the District or its Contractor may place unqualified reliance on representations made by operators of vehicles owned by or operated on behalf of the Municipality with proper identification as to the Person or entity against whose account the Acceptable Materials delivered is to be charged. The District or its Contractor shall be under no obligation to accept Acceptable Materials from Persons or vehicles not complying with the identification system or the delivery procedures established by the District or its Contractor. The District or its Contractor may enforce compliance with identification and delivery procedures by denial of disposal privileges and such other means as it may reasonably determine to be necessary and appropriate.

ARTICLE 3. Fees

3.1 Fees

3.1.1 As provided in Section 5.1, the Municipality shall pay to the District the Acceptance Fee for each Ton of Acceptable Materials delivered by or on behalf of the Municipality to the Facility and accepted by the District or its Contractor, together with any other Fees payable hereunder, including, without limitation, any surcharges.

3.1.2 In the event the Municipality desires to deliver Acceptable Materials to the Facility outside of the hours and/or days as outlined in Section 1.4, the Municipality shall notify the District and its Contractor, as soon as practicable, of the Municipality's need and desire to deliver Acceptable Materials to the Facility beyond the hours outlined in Section 1.4. Upon consent of both the District and its Contractor, the Municipality may deliver Acceptable Materials beyond the hours outlined in Section 1.4 and the Municipality shall pay to the District the Extended Hours Fee for each hour the Facility remains open to accept delivery of the Municipality's Acceptable Materials. In the event the Facility is opened for the acceptance of the Municipality's Acceptable Materials on a Sunday or a

Holiday, the Municipality shall pay the Extended Hours Fee for each hour the Facility remains open to accept delivery of the Municipality's Acceptable Materials but at a minimum the Municipality shall pay the District an Extended Hours Fee of four (4) hours.

- 3.1.3 The obligations of the Municipality to make payments pursuant to the terms hereunder shall not be subjected to any set-off, abatement, counterclaim, existence of a dispute or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Municipality hereunder or limit recourse to the Municipality. Payment pursuant to this provision shall not prejudice the rights of the Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement.

3.2 Adjustment of Fees

- 3.2.1 If in any Contract Year the District, its Contractor, or the Facility incur Force Majeure Costs, the District shall provide a reasonably detailed written notice thereof to the Municipality. The Municipality shall be responsible to pay its proportionate share of such Force Majeure Costs, based on the material the Municipality delivers to the Facility, to the District upon receipt of an invoice. Force Majeure Costs may be payable at the District's option as a lump sum payment or as an increase in the Acceptance Fee payable under this Agreement. "Force Majeure Costs" shall mean Operating Cost Increases incurred during the Contract Year as a result of a Force Majeure Event. "Operating Cost Increase" means any increase in the Facility's reasonable direct costs of operating the Facility that arises from a Force Majeure Event less any insurance payments received in connection with such Force Majeure Event.

ARTICLE 4. Quality of Material

4.1 Unacceptable Waste

- 4.1.1 The Municipality agrees that it shall not deliver Unacceptable Waste to the District or its Contractor. If a delivery of material is made which contains both Acceptable Materials and Unacceptable Waste, the District or its Contractor may separate and accept Acceptable Materials, to the extent such separation can be achieved without unreasonable expense or the use of unreasonable effort; the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Materials, without the use of unreasonable efforts or expense of the District or its Contractor to cause such separation. If the Municipality delivers Unacceptable Waste to the Facility, the District or its Contractor at their sole option may (i) reject acceptance of such Unacceptable Waste and require the Municipality to reload and dispose of such Unacceptable Waste at the Municipality's sole cost and expense, or (ii) if the District or its Contractor does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, the District or its Contractor may, after giving the Municipality telephonic notice thereof, dispose of such Unacceptable Waste and charge

the Municipality all direct and indirect costs incurred by the District or its Contractor for such disposal, unless the Municipality elects to dispose of the waste, it shall be required to do so within 24 hours of notification, if the waste is Hazardous Waste, and within 48 hours of notification if the waste is Unacceptable Waste but not Hazardous Waste. If after electing to do so, the Municipality does not dispose of the Unacceptable Waste within the prescribed time period, the District or its Contractor may dispose of the Unacceptable Waste without further notice to the Municipality and the Municipality shall be required to pay the fees and costs set forth above. No notice shall be required of the District or its Contractor to the Municipality to dispose of Unacceptable Waste in emergency situations where a delay in such disposal would constitute a hazard to public health and safety. Nothing herein contained shall obligate the District or its Contractor to screen material or to detect Unacceptable Waste delivered by the Municipality, and the Municipality shall remain liable for all damages of any nature resulting from the delivery by the Municipality of Unacceptable Waste.

- 4.1.2 If the District or its Contractor elects to dispose of such Unacceptable Waste, the Municipality shall indemnify and hold the District and its Contractor harmless from and against all liabilities, losses, damages, costs, expenses, and disbursements, including reasonable legal fees and expenses arising out of the processing or disposal by such Person of Unacceptable Waste or waste not constituting Acceptable Materials delivered by or on behalf of the Municipality and incidental and consequential damages incurred by such Person. Such disposal by the District or its Contractor shall not constitute acceptance by the District or its Contractor, transfer of ownership to the District or its Contractor, consent by the District or its Contractor to a pattern of repeated deliveries by the Municipality of Unacceptable Waste, or waiver by the District or its Contractor of any remedies it may have against the Municipality because of the delivery of Unacceptable Waste. All activities of the District or its Contractor with respect to such Unacceptable Waste delivered to or abandoned at the Facility shall be as agent for the Municipality.

ARTICLE 5. Billing and Payments

- 5.1 Payments. The District or its Contractor shall prepare and deliver to the Municipality an invoice reflecting all amounts of Acceptable Materials delivered by and/or on behalf of the Municipality to the Facility in each calendar month within (20) days of the end of each such month. Said invoice shall reflect the type of such Acceptable Materials, and the sums due and owing by the Municipality to the District, together with all additional amounts due from each Party to the other, pursuant to the terms of this Agreement. Each Party shall pay to the other, as applicable, the amount due on said invoice within thirty (30) days of the receipt of the monthly invoice or within forty-five (45) days of the last day the Municipality delivered Acceptable Materials to the Facility in any particular monthly billing cycle, whichever is later. Payment shall be based upon weights recorded at the Facility scale(s), or, if such scales are not available for any reason, at such other scale as may be reasonably agreed upon by the Parties. All scales at the Facility shall be maintained and calibrated by the District in accordance with the standards of the Nassau County Department of Weights and Measures and the laws of the State of New York, but

not less frequently than once every 180 days. Checks for payment issued pursuant to this Agreement shall be made payable to both the District and Contractor as Payees.

5.2 Overdue Charges. Amounts owed to the District thirty (30) days after the invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law or one percent (1%) per month, whichever is less. The Municipality shall be responsible for any and all costs incurred by the District, including but not limited to reasonable legal expenses, should the Municipality's account be submitted to a District-appointed attorney for collection.

5.3 Disputes. In the event of any dispute over billing, the Party disputing the amount due shall promptly advise the other of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The Parties shall pay all amounts set forth on invoices that are not in dispute pursuant to §5.1 and §5.2, above.

ARTICLE 6. Insurance and Indemnification

6.1 Insurance. Each Party hereto shall proceed on a self-insured basis, provided however, that all delivery and pickup vehicles shall be insured as required by law. In addition, the Contractor shall provide the Municipality, as additionally insured, with an insurance certificate evidencing insurance as required in the District/Contractor Agreement.

6.2 Indemnity.

6.2.1 The Municipality shall defend, indemnify and save harmless the District and its Contractor from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, in connection therewith, of every nature, including but not limited to claims for property damage, bodily injury, or death, by any third party and by or on behalf of the Municipality's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the Municipality, its agents, servants or employees.

6.2.2 The District and the Contractor shall defend, indemnify and save harmless the Municipality from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the District's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the District, its agents, servants or employees.

ARTICLE 7. Governmental Regulation

7.1 Jurisdiction. The District, its Contractor and the Municipality acknowledge that the collection, transportation and disposition of Acceptable Materials is subject to the

jurisdiction of various governmental agencies, including, without limitation, agencies of the United States of America and the State of New York.

7.2 Compliance. The District, its Contractor and the Municipality agree, at their own expense (subject to the provisions herein relating to Change in Law and Events of Force Majeure), to materially comply with all applicable statutes, rules and regulations applicable to them in connection with this Agreement and the transactions contemplated hereby. Such statutes, rules and regulations may include, without limitation, actions taken by the jurisdiction in which the Facility is located. The Municipality agrees to take all necessary action to cause Persons delivering material on its behalf to the Facility to comply with any law, statute, regulation, order, standard or ordinance of the jurisdiction in which the Facility is located or the State of New York.

ARTICLE 8. Suspension Due to Force Majeure

8.1 Suspension of Obligations

8.1.1 A delay or failure of performance hereunder by either Party shall not constitute an event of default or cause for any liability under this Agreement to the extent caused by an Event of Force Majeure. Such delay or failure shall be excused at any time performance is affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. If an Event of Force Majeure causes a reduction, but not a complete suspension in the ability of the District and/or its Contractor in connection with the operation of the Facility to accept, process and/or dispose of Acceptable Materials, then subject to (i) the then existing commitments of the District with respect to the Facility, (ii) the reserved capacity requirements for the Landfill, and (iii) the requirements of all applicable permits, consents and approvals of the State of New York and other governmental entities, the District and its Contractor shall use their reasonable efforts to allocate a portion of such reduced capacity of the Facility to the Municipality; provided, that such allocation shall be determined by the District or its Contractor in their sole reasonable discretion. An act or event of Force Majeure shall not terminate or suspend the Municipality's obligation to make payments pursuant to this Agreement for material which has been delivered to the Facility prior to a suspension for an Event of Force Majeure.

8.1.2 The Party relying on an Event of Force Majeure as justification for a delay or failure of performance hereunder shall give the other Party prompt written notice of such Event of Force Majeure.

8.2 Efforts to Remove Condition. A Party whose performance is adversely affected by an Event of Force Majeure shall use its reasonable efforts to overcome or remove such Event of Force Majeure. After the completion of a suspension due to an Event of Force Majeure and to the extent the District and/or its Contractor have the capacity to accept, process and dispose of Acceptable Materials, the District and its Contractor shall use their reasonable efforts to accept Acceptable Materials collected by and/or on behalf of the

Municipality which the Municipality was unable to deliver to the Facility during the Event of Force Majeure period. The District or its Contractor shall not be obligated to accept Acceptable Materials to the extent that the acceptance, processing and/or disposal of such material is contrary to or in violation of or would cause the District and/or its Contractor to be in violation of any permits and/or approvals necessary for Facility operations.

- 8.3 Termination of Contract. If an act or Event of Force Majeure causes a complete or partial suspension in the ability of either Party to accept, process and dispose of Acceptable Materials, in the case of the District, or deliver Acceptable Materials in the case of the Municipality, and said suspension continues for a period of ninety (90) days or more, either Party may terminate this Agreement on thirty (30) days written notice and the obligation to accept, process, dispose and deliver Acceptable Materials hereunder (but such termination shall not terminate the Parties' obligations with respect to material delivered prior to such termination).

ARTICLE 9. DEFAULT

- 9.1 Events of Default of the District. The following shall be an event of default by the District under this Agreement.

9.1.1 The District makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding in an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.1.2 The District fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for a period of twenty (20) business days, excluding, Holidays, Saturdays and Sundays, after written notice to the District specifying the nature of such failure and requesting that it be remedied; or

- 9.2 Events of Default of the Municipality. Each of the following shall be an event of default by the Municipality under this Agreement.

9.2.1 The Municipality fails to timely pay any amounts, including without limitation, the Acceptance Fee, and any amounts payable pursuant to Sections 5.2 or 5.3 which become due hereunder;

9.2.2 The Municipality fails to observe and perform any other material term, covenant or agreement contained in this Agreement, the delivery procedures or other agreements or policies to which the Municipality is subject and such failure continues for a period of twenty (20) business days, excluding, Holidays, Saturdays and Sundays, after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

9.2.3 The Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding in an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.4 Remedies on Default. Whenever any event of default shall have occurred and be continuing, the non-defaulting Party shall have the following rights and remedies:

9.4.1 Upon twenty (20) business days, excluding Holidays, Saturdays and Sundays, written notice to the District, if the District is then in default, the Municipality shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such twenty (20) day period or unless during such period the District has taken remedial steps the effect of which would be to enable the District to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

9.4.2 Upon twenty (20) business days, excluding Holidays, Saturdays and Sundays, written notice to the Municipality, if the Municipality is then in default, the District shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such twenty (20) day period or unless during such period the Municipality has taken remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

- 9.4.3 Upon written notice to the Municipality, if the Municipality has defaulted, the District shall have the option, without terminating this Agreement, to stop accepting Acceptable Materials delivered or tendered for delivery by the Municipality, until such default is cured or this Agreement is terminated.

ARTICLE 10. Representations and Warranties

- 10.1 Representations and Warranties of the Municipality. The Municipality hereby represents and warrants to the District that the Municipality has the full power and authority to execute and deliver this Agreement to the District and to carry out the transactions contemplated hereby. There is no litigation pending or to the knowledge of the Municipality, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

- 10.2 Representations and Warranties of the District. The District hereby represents and warrants to the Municipality that the District has the full power and authority to execute and deliver this Agreement to the Municipality and to carry out the transactions contemplated hereby. There is no litigation pending or to the knowledge of the District, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

- 10.3 Liability for Breach. It is understood and agreed that the Parties hereto shall be liable to each other in the manner and to the extent provided by law for any loss or harm occasioned by the breach of any term, covenant, agreement, undertaking or obligation of this Agreement. It is understood and acknowledged by the Parties that neither Party shall be liable to the other Party for any incidental or consequential damages, except as expressly stated in this Agreement. This section shall survive the termination and/or expiration of this Agreement but any applicable Statute of Limitations shall not be tolled.

ARTICLE 11. Governing Law.

- 11.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York. The sole and exclusive forum for the initial determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York, County of Nassau.

- 11.2 The pendency of litigation shall affect neither the obligations of the Parties to make any payment or render any service required by this Agreement nor the rights of the Parties under this Agreement.

ARTICLE 12. Miscellaneous

- 12.1 Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties. This Agreement constitutes the entire agreement between the Parties herein in respect of the subject matter hereof.

- 12.2 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of either Party hereunder shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties hereto.
- 12.3 Modifications. This Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.
- 12.4 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto.
- 12.5 Notices. All written notices, reports and other documents required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited with a recognized commercial overnight courier addressed to the Party whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given.

If to the District:

Sanitary District No.1
Town of Hempstead
Bay Blvd.
Lawrence, New York 11559
Attn: George Pappas, District Superintendent

With a copy to:

Nathaniel M. Swergold, Esq., District General Counsel
124 Cedarhurst Avenue
Cedarhurst, New York 11516

and

Omni Recycling of Westbury, Inc.
7 Portland Avenue
Westbury, New York 11590

If to the Municipality:

The City of Long Beach
1 West Chester Street
Long Beach, New York 11561
Attn.: _____

With a copy to:

The City of Long Beach
Office of the Corporation Counsel
City Hall, Room 402
1 West Chester Street
Long Beach, New York 11561
Attn: Gregory Kalnitsky, Esq.

- 12.6 Further Actions. Each Party agrees that it will, at its own expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.
- 12.7 Severability. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the District and the Municipality shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.
- 12.8 Assignment. The Municipality may not assign or transfer, directly or indirectly, its interest in and to this Agreement.
- 12.9 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

ARTICLE 13. Definitions and Interpretation

- 13.1 Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

"Acceptable Materials" shall mean all Acceptable Solid Waste, Construction & Demolition Debris and Recyclable Materials generated and/or collected by the Municipality and/or on the Municipality's behalf.

"Acceptable Solid Waste" means Municipal Solid Waste, provided however, Acceptable Waste shall not include Unacceptable Waste.

"Acceptable Solid Waste Fee" means the per Ton disposal fee that the Municipality shall pay to the District for each Ton of Acceptable Solid Waste delivered to the Facility by and/or on behalf of the Municipality. The Acceptable Solid Waste Fee consists of both a disposal fee of Eighty Dollars (\$80.00) per Ton and an environmental fee of Five Dollars (\$5.00) per Ton. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the disposal fee portion of the Acceptable Solid Waste Fee shall be subject to

an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the disposal fee portion of the Acceptable Solid Waste Fee shall increase at a minimum of two (2.00%) percent each year. The environmental fee portion of the Acceptable Solid Waste Fee shall remain the same each year.

"Acceptance Fee" means the Acceptable Solid Waste Fee; the Construction & Demolition Debris Fee; and the Recyclable Materials Fee.

"Annual Commitment" means, all Acceptable Materials generated within the Municipality and under the control of the Municipality. It is agreed and understood by the Parties that Recyclable Materials shall only be included in the definition of "Annual Commitment" after the Municipality's current contract with its current vendor for acceptance and processing of Recyclable Materials expires on December 31, 2020, if not terminated earlier.

"Change in Law" means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, State, County or other governmental body, other than an act by a Party hereto, or (b) the modification of or the imposition of any conditions on the issuance, modifications or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility which are more burdensome than and adversely inconsistent with the most stringent requirements which are applicable to the Facility, the District or its Contractor, as the case may be, and which are contained in any applicable laws with respect to the Facility in effect as of the Effective Date.

"Construction & Demolition Debris" shall have the same meaning as the term "Construction and demolition debris" or "C&D debris" has in 6 CRR-NY 360.2(b) of the Official Compilation of Codes, Rules and Regulations of the State of New York and shall also include: yard waste, consisting of leaves, branches, and logs under two (2.00") inches in diameter and four (4.00') feet in length; and bulk waste, consisting of large residential items such as couches, dressers, shelving and furniture, but shall not include mattresses. The District and/or its Contractor may require the Municipality to deliver C&D debris, yard waste and/or bulk waste in a separate collection truck.

"Construction & Demolition Debris Fee" means the per Ton disposal fee that the Municipality shall pay to the District for each Ton of Construction & Demolition Debris delivered to the Facility by and/or on behalf of the Municipality. The Construction & Demolition Debris Fee consists of both a disposal fee of Eighty Dollars (\$80.00) per Ton and an environmental fee of Five Dollars (\$5.00) per Ton. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the disposal fee portion of the Construction & Demolition Debris Fee shall be subject to an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the disposal fee portion of the Construction & Demolition Debris Fee shall increase at a

minimum of two (2.00%) percent each year. The environmental fee portion of the Construction & Demolition Debris Fee shall remain the same each year.

"Contract Year" means the consecutive twelve-month period beginning January 1st and ending December 31st.

"Contractor" means Omni Recycling of Westbury, Inc. In the event of a change of the District's Contractor, the District shall promptly notify the Municipality.

"CPI Adjustment" shall mean the 12-month average beginning in January and ending in December of the same year of the Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics for All Items, All Urban Consumers, Non-Seasonally Adjusted for New York-Newark-Jersey City, NY-NJ-PA and reported in the CPI-U detailed report Series ID CUURS12ASA0. Such 12-month average shall be rounded to the same number of decimal places as the monthly average reported in the series. If the CPI-U as described above ever ceases to be published, then the Parties shall substitute, in good faith, a replacement index that most closely resembles the CPI-U as so defined above.

"Effective Date" means the first day of the Term.

"Event of Force Majeure" means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have direct, material, adverse effect on the rights or obligations of either Party to this Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement:

- (a) An act of God such as severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, an act of terrorism, war, blockade, insurrection, sabotage, vandalism, theft, riot, general arrest or general restraint of government and people.
- (b) A Change in Law.
- (c) The long term loss of any utility services necessary for the operation of the Facility.
- (d) The unavailability of a Landfill for the disposal of Acceptable Solid Waste and/or Construction & Demolition Debris within two hundred (200) miles of the Facility.

- (e) The presence of any subsurface or latent physical condition (including the presence of Hazardous Waste or other contamination or pollution) at, on or in the Facility which shall prevent or require a redesign or change in the operation of the Facility.
- (f) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- (g) The inadvertent processing of Unacceptable Waste in the Facility.
- (h) Strike, slowdown, work stoppage or other Labor action.

"Extended Hours Fee" means One Hundred Twenty Five (\$125.00) Dollars fee each hour that the Facility remains open to accept delivery of the Municipality's Acceptable Materials beyond the hours outlined in Section 1.4. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the Extended Hours Fee shall be subject to an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the Extended Hours Fee shall increase at a minimum of two (2.00%) percent each year.

"Facility" means the transfer station located at 2 Bay Blvd, Lawrence, New York operated by the District's Contractor; or any such mutually agreeable backup facility location that may be used from time to time.

"Fees" means the Acceptance Fee and such other amounts that the Municipality is required to pay.

"Hazardous Waste" means waste which is harmful, toxic or dangerous or is now or hereafter defined as hazardous waste in either the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq., or the regulations thereunder, or under other applicable statutes, or the regulations thereunder, or any other material that cannot be accepted for disposal pursuant to the Facility's applicable permits.

"Holidays" means New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.

"Landfill" means the landfill or landfills designated from time to time by the District or the District's Contractor for receipt of Acceptable Solid Waste and/or Construction & Demolition Debris.

"Municipal Solid Waste" means all materials or substances that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse and other discarded materials, but not including contained gaseous materials, Construction & Demolition Debris, sewage and other highly diluted water-carried materials or substances and those in gaseous form, and special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended. For the purposes of this Agreement, it is the intention of the Parties that Recyclable Materials, including yard waste material, is excluded from the definition of Municipal Solid Waste.

"Person" means a municipality, corporation, partnership, business trust, trust, joint venture, company, firm or individual.

"Recyclable Materials" means clean: newspaper, cardboard, magazines, junk mail, PET (#1 Plastics), HDPE-Colored and HDPE-Natural (#2 Plastics), tin cans, aluminum cans, aluminum foil, glass bottles, metal pots and pans. The District and the Municipality, in consultation with the District's Contractor, may from time to time discuss in good faith the composition of what constitutes Recyclable Materials and the manner in which the Recyclable Materials are collected by and/or on behalf of the Municipality in an effort to improve and benefit the Municipality's recycling program(s).

"Recyclable Materials Fee" means an amount to be negotiated and agreed upon in good faith between the Parties which shall commence once the Municipality's current agreement for Recyclable Materials expires on December 31, 2020, if not terminated sooner. To the extent reasonably possible, the Parties will work in good faith to negotiate the Recyclable Materials Fee prior to the Municipality's delivery of any Recyclable Materials to the Facility pursuant to this Agreement. If the Parties cannot agree upon a reasonable fee, upon impasse, either Party may submit the issue to binding Arbitration under the rules and conditions of the American Arbitration Association.

"Term" means, unless sooner terminated in accordance with the terms of this Agreement, the period from January 1, 2020 to December 31, 2024. The Term of this Agreement may be extended for up to two additional terms of five (5) years each upon written mutual agreement of the Parties at terms and conditions mutually agreeable to both Parties.

"Ton" means two-thousand (2,000) pounds.

"Unacceptable Waste" means (a) Municipal Solid Waste that is specifically prohibited for admittance or processing at the Facility by the NYS DEC or other regulatory agency having jurisdiction over the Facility; (b) Hazardous Waste; (c) radioactive waste; (d) Construction & Demolition Debris which contains items which are not included in the definition of "Construction & Demolition Debris" in this Agreement; and (e) Recyclable Materials which contain more than Two Percent (2.00%) residue and/or items which do not compromise the items delineated in the definition of "Recyclable Materials" in this Agreement.

13.2 Interpretation. Each Party recognizes that this Agreement is a legally binding contract and acknowledges that such Party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either Party on the basis of that Party being the drafter of such terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.

**SANITARY DISTRICT No. 1,
TOWN OF HEMPSTEAD**

BY THE CHAIRMAN,
BOARD OF COMMISSIONERS

By: _____

James J. Vilardi, Chairman

**CITY OF LONG BEACH,
STATE OF NEW YORK**

By: _____

Title: Acty City Manager

INTER-MUNICIPAL AGREEMENT

PROCESSING and DISPOSAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (the "Agreement") is entered into as of the 1st day of January 2020 by and between **SANITARY DISTRICT No. 1, TOWN OF HEMPSTEAD, NEW YORK**, a municipal corporation organized under the Nassau County Civil Divisions Act and having its office at Bay Boulevard, Lawrence, Nassau County, New York 11559 (hereinafter the "District"), and the **CITY OF LONG BEACH, NEW YORK**, a municipal corporation of the State of New York, having its principal offices at 1 West Chester Street, Long Beach, New York 11561 (hereinafter the "Municipality") and each individually referred to as "Party" and/or collectively the "Parties" provides as follows:

RECITALS:

WHEREAS, municipal corporations in the State of New York, including the Parties herein, are authorized under General Municipal Law §119-o to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperate or contract basis;

WHEREAS, the Municipality currently generates and/or collects Acceptable Solid Waste, Construction & Demolition Debris, and Recyclable Materials (collectively, the "Acceptable Materials"), as defined herein, that are suitable for disposal, processing and/or marketing by the District; and

WHEREAS, the District has contracted for services pursuant to a Request for Proposal process under New York State General Municipal Law § 120 (w) and the Parties wish to utilize shared services; and

WHEREAS, the District owns a transfer station, operated by its Contractor, at 2 Bay Boulevard, Lawrence, New York 11559 (the "Facility").

WHEREAS, the Municipality wishes to have the District and/or its Contractor accept, process and/or dispose of the Municipality's Acceptable Materials, and the District and/or its Contractor wishes to accept such material for processing and/or disposal under the terms set forth below; and

WHEREAS, the District and the Municipality have agreed to enter into this Agreement pursuant to which the District has agreed to accept, process and/or dispose of, and the Municipality has agreed to deliver and pay for the acceptance, processing and/or disposal of its Acceptable Solid Waste, Construction & Demolition Debris and Recyclable Materials, all in accordance with the terms and conditions set forth herein; and

WHEREAS, the cooperative action of the District and the Municipality is expected to be for the economic and environmental benefit of each Party and will service a public purpose for each Party; and

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENT HEREIN CONTAINED, THE PARTIES AGREE, WARRANT AND COVENANT AS FOLLOWS:

ARTICLE 1. General Provisions.

1.1 Whereas Clauses. The Whereas Clauses are hereby repeated and incorporated into and made a part of this Agreement.

1.2 Definitions. Certain capitalized terms are defined in Article 13.

1.3 Quantity. During the Term, the Municipality shall only deliver Acceptable Materials to the Facility in amounts equal to the Annual Commitment and pay the Acceptance Fee therefore.

1.4 Delivery Schedule. During the Term, the Municipality may deliver Acceptable Materials to the Facility, exclusive of Holidays, Monday through Friday from 6:00 a.m. to 3:30 p.m. and on Saturday from 6:00 a.m. to 1:00 p.m.

1.5 Quality. The Municipality shall deliver only Acceptable Materials hereunder.

1.6 Delivery Vehicles. Acceptable Materials shall be delivered by the Municipality, at the Municipality's sole cost and expense, to the Facility in enclosed container vehicles or enclosed compactor vehicles complying with District's and its Contractor's identification procedures and complying with all rules, regulations and procedures which are required by any governmental entity, including but not limited to, any local rules.

1.7 Term. This Agreement shall remain in full force and effect during the Term, as hereafter defined. Upon expiration of the Term, the obligations of the District and the Municipality under this Agreement shall terminate, provided, however, that the provisions of Section 6.2 shall survive such termination.

ARTICLE 2. Facility Procedures

2.1 Acceptance/Rejection of Solid Waste. From and after the Effective Date and until this Agreement is terminated or expires, the District shall accept at the Facility, Acceptable Materials, as hereafter defined, in accordance with the terms of this Agreement, provided however, that the District or its Contractor shall have no obligation to accept (i) Acceptable Materials it does not accept by reason of an Event of Force Majeure or due to the fault of the Municipality, (ii) Acceptable Materials that are not delivered in

accordance with the requirements of this Agreement, and (iii) Acceptable Materials not delivered by the Municipality by reason of an Event of Force Majeure. The District, or its Contractor, shall have the right in their sole discretion to reject delivery of any material which does not constitute Acceptable Materials. Ownership of Unacceptable Waste delivered to the Facility shall remain with the Municipality and shall never pass to the District or its Contractor. In the event that the District or its Contractor determines that any material delivered to the Facility by the Municipality does not constitute Acceptable Materials, the provisions of Section 4.1 shall apply. Title to Acceptable Materials shall pass to the District or its Contractor upon its inspection and acceptance at the Facility.

2.2 Delivery Procedures. The delivery of Acceptable Materials to the Facility shall be regulated by procedures generally applicable to customers utilizing the Facility reasonably determined by the District or its Contractor. The delivery procedures shall have reasonable terms and conditions consistent with the then operation of the Facility.

2.3 Vehicle Identification. The District or its Contractor may provide for a system for the identification of delivery vehicles and shall also provide that the District or its Contractor may place unqualified reliance on representations made by operators of vehicles owned by or operated on behalf of the Municipality with proper identification as to the Person or entity against whose account the Acceptable Materials delivered is to be charged. The District or its Contractor shall be under no obligation to accept Acceptable Materials from Persons or vehicles not complying with the identification system or the delivery procedures established by the District or its Contractor. The District or its Contractor may enforce compliance with identification and delivery procedures by denial of disposal privileges and such other means as it may reasonably determine to be necessary and appropriate.

ARTICLE 3. Fees

3.1 Fees

3.1.1 As provided in Section 5.1, the Municipality shall pay to the District the Acceptance Fee for each Ton of Acceptable Materials delivered by or on behalf of the Municipality to the Facility and accepted by the District or its Contractor, together with any other Fees payable hereunder, including, without limitation, any surcharges.

3.1.2 In the event the Municipality desires to deliver Acceptable Materials to the Facility outside of the hours and/or days as outlined in Section 1.4, the Municipality shall notify the District and its Contractor, as soon as practicable, of the Municipality's need and desire to deliver Acceptable Materials to the Facility beyond the hours outlined in Section 1.4. Upon consent of both the District and its Contractor, the Municipality may deliver Acceptable Materials beyond the hours outlined in Section 1.4 and the Municipality shall pay to the District the Extended Hours Fee for each hour the Facility remains open to accept delivery of the Municipality's Acceptable Materials. In the event the Facility is opened for the acceptance of the Municipality's Acceptable Materials on a Sunday or a

Holiday, the Municipality shall pay the Extended Hours Fee for each hour the Facility remains open to accept delivery of the Municipality's Acceptable Materials but at a minimum the Municipality shall pay the District an Extended Hours Fee of four (4) hours.

- 3.1.3 The obligations of the Municipality to make payments pursuant to the terms hereunder shall not be subjected to any set-off, abatement, counterclaim, existence of a dispute or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Municipality hereunder or limit recourse to the Municipality. Payment pursuant to this provision shall not prejudice the rights of the Municipality to claim abatements, refunds or adjustments to which it is entitled under this Agreement.

3.2 Adjustment of Fees

- 3.2.1 If in any Contract Year the District, its Contractor, or the Facility incur Force Majeure Costs, the District shall provide a reasonably detailed written notice thereof to the Municipality. The Municipality shall be responsible to pay its proportionate share of such Force Majeure Costs, based on the material the Municipality delivers to the Facility, to the District upon receipt of an invoice. Force Majeure Costs may be payable at the District's option as a lump sum payment or as an increase in the Acceptance Fee payable under this Agreement. "Force Majeure Costs" shall mean Operating Cost Increases incurred during the Contract Year as a result of a Force Majeure Event. "Operating Cost Increase" means any increase in the Facility's reasonable direct costs of operating the Facility that arises from a Force Majeure Event less any insurance payments received in connection with such Force Majeure Event.

ARTICLE 4. Quality of Material

4.1 Unacceptable Waste

- 4.1.1 The Municipality agrees that it shall not deliver Unacceptable Waste to the District or its Contractor. If a delivery of material is made which contains both Acceptable Materials and Unacceptable Waste, the District or its Contractor may separate and accept Acceptable Materials, to the extent such separation can be achieved without unreasonable expense or the use of unreasonable effort; the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Materials, without the use of unreasonable efforts or expense of the District or its Contractor to cause such separation. If the Municipality delivers Unacceptable Waste to the Facility, the District or its Contractor at their sole option may (i) reject acceptance of such Unacceptable Waste and require the Municipality to reload and dispose of such Unacceptable Waste at the Municipality's sole cost and expense, or (ii) if the District or its Contractor does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, the District or its Contractor may, after giving the Municipality telephonic notice thereof, dispose of such Unacceptable Waste and charge

the Municipality all direct and indirect costs incurred by the District or its Contractor for such disposal, unless the Municipality elects to dispose of the waste, it shall be required to do so within 24 hours of notification, if the waste is Hazardous Waste, and within 48 hours of notification if the waste is Unacceptable Waste but not Hazardous Waste. If after electing to do so, the Municipality does not dispose of the Unacceptable Waste within the prescribed time period, the District or its Contractor may dispose of the Unacceptable Waste without further notice to the Municipality and the Municipality shall be required to pay the fees and costs set forth above. No notice shall be required of the District or its Contractor to the Municipality to dispose of Unacceptable Waste in emergency situations where a delay in such disposal would constitute a hazard to public health and safety. Nothing herein contained shall obligate the District or its Contractor to screen material or to detect Unacceptable Waste delivered by the Municipality, and the Municipality shall remain liable for all damages of any nature resulting from the delivery by the Municipality of Unacceptable Waste.

- 4.1.2 If the District or its Contractor elects to dispose of such Unacceptable Waste, the Municipality shall indemnify and hold the District and its Contractor harmless from and against all liabilities, losses, damages, costs, expenses, and disbursements, including reasonable legal fees and expenses arising out of the processing or disposal by such Person of Unacceptable Waste or waste not constituting Acceptable Materials delivered by or on behalf of the Municipality and incidental and consequential damages incurred by such Person. Such disposal by the District or its Contractor shall not constitute acceptance by the District or its Contractor, transfer of ownership to the District or its Contractor, consent by the District or its Contractor to a pattern of repeated deliveries by the Municipality of Unacceptable Waste, or waiver by the District or its Contractor of any remedies it may have against the Municipality because of the delivery of Unacceptable Waste. All activities of the District or its Contractor with respect to such Unacceptable Waste delivered to or abandoned at the Facility shall be as agent for the Municipality.

ARTICLE 5. Billing and Payments

- 5.1 Payments. The District or its Contractor shall prepare and deliver to the Municipality an invoice reflecting all amounts of Acceptable Materials delivered by and/or on behalf of the Municipality to the Facility in each calendar month within (20) days of the end of each such month. Said invoice shall reflect the type of such Acceptable Materials, and the sums due and owing by the Municipality to the District, together with all additional amounts due from each Party to the other, pursuant to the terms of this Agreement. Each Party shall pay to the other, as applicable, the amount due on said invoice within thirty (30) days of the receipt of the monthly invoice or within forty-five (45) days of the last day the Municipality delivered Acceptable Materials to the Facility in any particular monthly billing cycle, whichever is later. Payment shall be based upon weights recorded at the Facility scale(s), or, if such scales are not available for any reason, at such other scale as may be reasonably agreed upon by the Parties. All scales at the Facility shall be maintained and calibrated by the District in accordance with the standards of the Nassau County Department of Weights and Measures and the laws of the State of New York, but

not less frequently than once every 180 days. Checks for payment issued pursuant to this Agreement shall be made payable to both the District and Contractor as Payees.

5.2 Overdue Charges. Amounts owed to the District thirty (30) days after the invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law or one percent (1%) per month, whichever is less. The Municipality shall be responsible for any and all costs incurred by the District, including but not limited to reasonable legal expenses, should the Municipality's account be submitted to a District-appointed attorney for collection.

5.3 Disputes. In the event of any dispute over billing, the Party disputing the amount due shall promptly advise the other of the amount at issue and the basis of such dispute, and shall provide such documentary evidence as may support its position. The Parties shall pay all amounts set forth on invoices that are not in dispute pursuant to §5.1 and §5.2, above.

ARTICLE 6. Insurance and Indemnification

6.1 Insurance. Each Party hereto shall proceed on a self-insured basis, provided however, that all delivery and pickup vehicles shall be insured as required by law. In addition, the Contractor shall provide the Municipality, as additionally insured, with an insurance certificate evidencing insurance as required in the District/Contractor Agreement.

6.2 Indemnity.

6.2.1 The Municipality shall defend, indemnify and save harmless the District and its Contractor from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, in connection therewith, of every nature, including but not limited to claims for property damage, bodily injury, or death, by any third party and by or on behalf of the Municipality's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the Municipality, its agents, servants or employees.

6.2.2 The District and the Contractor shall defend, indemnify and save harmless the Municipality from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the District's contractors, agents, servants or employees, arising out of or in connection with performance of this Agreement and caused, in whole or in part, by the District, its agents, servants or employees.

ARTICLE 7. Governmental Regulation

7.1 Jurisdiction. The District, its Contractor and the Municipality acknowledge that the collection, transportation and disposition of Acceptable Materials is subject to the

jurisdiction of various governmental agencies, including, without limitation, agencies of the United States of America and the State of New York.

7.2 Compliance. The District, its Contractor and the Municipality agree, at their own expense (subject to the provisions herein relating to Change in Law and Events of Force Majeure), to materially comply with all applicable statutes, rules and regulations applicable to them in connection with this Agreement and the transactions contemplated hereby. Such statutes, rules and regulations may include, without limitation, actions taken by the jurisdiction in which the Facility is located. The Municipality agrees to take all necessary action to cause Persons delivering material on its behalf to the Facility to comply with any law, statute, regulation, order, standard or ordinance of the jurisdiction in which the Facility is located or the State of New York.

ARTICLE 8. Suspension Due to Force Majeure

8.1 Suspension of Obligations

8.1.1 A delay or failure of performance hereunder by either Party shall not constitute an event of default or cause for any liability under this Agreement to the extent caused by an Event of Force Majeure. Such delay or failure shall be excused at any time performance is affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. If an Event of Force Majeure causes a reduction, but not a complete suspension in the ability of the District and/or its Contractor in connection with the operation of the Facility to accept, process and/or dispose of Acceptable Materials, then subject to (i) the then existing commitments of the District with respect to the Facility, (ii) the reserved capacity requirements for the Landfill, and (iii) the requirements of all applicable permits, consents and approvals of the State of New York and other governmental entities, the District and its Contractor shall use their reasonable efforts to allocate a portion of such reduced capacity of the Facility to the Municipality; provided, that such allocation shall be determined by the District or its Contractor in their sole reasonable discretion. An act or event of Force Majeure shall not terminate or suspend the Municipality's obligation to make payments pursuant to this Agreement for material which has been delivered to the Facility prior to a suspension for an Event of Force Majeure.

8.1.2 The Party relying on an Event of Force Majeure as justification for a delay or failure of performance hereunder shall give the other Party prompt written notice of such Event of Force Majeure.

8.2 Efforts to Remove Condition. A Party whose performance is adversely affected by an Event of Force Majeure shall use its reasonable efforts to overcome or remove such Event of Force Majeure. After the completion of a suspension due to an Event of Force Majeure and to the extent the District and/or its Contractor have the capacity to accept, process and dispose of Acceptable Materials, the District and its Contractor shall use their reasonable efforts to accept Acceptable Materials collected by and/or on behalf of the

Municipality which the Municipality was unable to deliver to the Facility during the Event of Force Majeure period. The District or its Contractor shall not be obligated to accept Acceptable Materials to the extent that the acceptance, processing and/or disposal of such material is contrary to or in violation of or would cause the District and/or its Contractor to be in violation of any permits and/or approvals necessary for Facility operations.

- 8.3 Termination of Contract. If an act or Event of Force Majeure causes a complete or partial suspension in the ability of either Party to accept, process and dispose of Acceptable Materials, in the case of the District, or deliver Acceptable Materials in the case of the Municipality, and said suspension continues for a period of ninety (90) days or more, either Party may terminate this Agreement on thirty (30) days written notice and the obligation to accept, process, dispose and deliver Acceptable Materials hereunder (but such termination shall not terminate the Parties' obligations with respect to material delivered prior to such termination).

ARTICLE 9. DEFAULT

- 9.1 Events of Default of the District. The following shall be an event of default by the District under this Agreement.

9.1.1 The District makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding in an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.1.2 The District fails to observe and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for a period of twenty (20) business days, excluding, Holidays, Saturdays and Sundays, after written notice to the District specifying the nature of such failure and requesting that it be remedied; or

- 9.2 Events of Default of the Municipality. Each of the following shall be an event of default by the Municipality under this Agreement.

9.2.1 The Municipality fails to timely pay any amounts, including without limitation, the Acceptance Fee, and any amounts payable pursuant to Sections 5.2 or 5.3 which become due hereunder;

9.2.2 The Municipality fails to observe and perform any other material term, covenant or agreement contained in this Agreement, the delivery procedures or other agreements or policies to which the Municipality is subject and such failure continues for a period of twenty (20) business days, excluding, Holidays, Saturdays and Sundays, after written notice to the Municipality specifying the nature of such failure and requesting that it be remedied; or

9.2.3 The Municipality makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding in an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.4 Remedies on Default. Whenever any event of default shall have occurred and be continuing, the non-defaulting Party shall have the following rights and remedies:

9.4.1 Upon twenty (20) business days, excluding Holidays, Saturdays and Sundays, written notice to the District, if the District is then in default, the Municipality shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such twenty (20) day period or unless during such period the District has taken remedial steps the effect of which would be to enable the District to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

9.4.2 Upon twenty (20) business days, excluding Holidays, Saturdays and Sundays, written notice to the Municipality, if the Municipality is then in default, the District shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such twenty (20) day period or unless during such period the Municipality has taken remedial steps the effect of which would be to enable the Municipality to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

- 9.4.3 Upon written notice to the Municipality, if the Municipality has defaulted, the District shall have the option, without terminating this Agreement, to stop accepting Acceptable Materials delivered or tendered for delivery by the Municipality, until such default is cured or this Agreement is terminated.

ARTICLE 10. Representations and Warranties

- 10.1 Representations and Warranties of the Municipality. The Municipality hereby represents and warrants to the District that the Municipality has the full power and authority to execute and deliver this Agreement to the District and to carry out the transactions contemplated hereby. There is no litigation pending or to the knowledge of the Municipality, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.
- 10.2 Representations and Warranties of the District. The District hereby represents and warrants to the Municipality that the District has the full power and authority to execute and deliver this Agreement to the Municipality and to carry out the transactions contemplated hereby. There is no litigation pending or to the knowledge of the District, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.
- 10.3 Liability for Breach. It is understood and agreed that the Parties hereto shall be liable to each other in the manner and to the extent provided by law for any loss or harm occasioned by the breach of any term, covenant, agreement, undertaking or obligation of this Agreement. It is understood and acknowledged by the Parties that neither Party shall be liable to the other Party for any incidental or consequential damages, except as expressly stated in this Agreement. This section shall survive the termination and/or expiration of this Agreement but any applicable Statute of Limitations shall not be tolled.

ARTICLE 11. Governing Law.

- 11.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York. The sole and exclusive forum for the initial determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York, County of Nassau.
- 11.2 The pendency of litigation shall affect neither the obligations of the Parties to make any payment or render any service required by this Agreement nor the rights of the Parties under this Agreement.

ARTICLE 12. Miscellaneous

- 12.1 Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties. This Agreement constitutes the entire agreement between the Parties herein in respect of the subject matter hereof.

12.2 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of either Party hereunder shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties hereto.

12.3 Modifications. This Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

12.4 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto.

12.5 Notices. All written notices, reports and other documents required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited with a recognized commercial overnight courier addressed to the Party whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given.

If to the District:

Sanitary District No.1
Town of Hempstead
Bay Blvd.
Lawrence, New York 11559
Attn: George Pappas, District Superintendent

With a copy to:

Nathaniel M. Swergold, Esq., District General Counsel
124 Cedarhurst Avenue
Cedarhurst, New York 11516

and

Omni Recycling of Westbury, Inc.
7 Portland Avenue
Westbury, New York 11590

If to the Municipality:

The City of Long Beach
1 West Chester Street
Long Beach, New York 11561
Attn.: _____

With a copy to:

The City of Long Beach
Office of the Corporation Counsel
City Hall, Room 402
1 West Chester Street
Long Beach, New York 11561
Attn: Gregory Kalnitsky, Esq.

12.6 Further Actions. Each Party agrees that it will, at its own expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

12.7 Severability. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the District and the Municipality shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.

12.8 Assignment. The Municipality may not assign or transfer, directly or indirectly, its interest in and to this Agreement.

12.9 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

ARTICLE 13. Definitions and Interpretation

13.1 Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

"Acceptable Materials" shall mean all Acceptable Solid Waste, Construction & Demolition Debris and Recyclable Materials generated and/or collected by the Municipality and/or on the Municipality's behalf.

"Acceptable Solid Waste" means Municipal Solid Waste, provided however, Acceptable Waste shall not include Unacceptable Waste.

"Acceptable Solid Waste Fee" means the per Ton disposal fee that the Municipality shall pay to the District for each Ton of Acceptable Solid Waste delivered to the Facility by and/or on behalf of the Municipality. The Acceptable Solid Waste Fee consists of both a disposal fee of Eighty Dollars (\$80.00) per Ton and an environmental fee of Five Dollars (\$5.00) per Ton. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the disposal fee portion of the Acceptable Solid Waste Fee shall be subject to

an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the disposal fee portion of the Acceptable Solid Waste Fee shall increase at a minimum of two (2.00%) percent each year. The environmental fee portion of the Acceptable Solid Waste Fee shall remain the same each year.

"Acceptance Fee" means the Acceptable Solid Waste Fee; the Construction & Demolition Debris Fee; and the Recyclable Materials Fee.

"Annual Commitment" means, all Acceptable Materials generated within the Municipality and under the control of the Municipality. It is agreed and understood by the Parties that Recyclable Materials shall only be included in the definition of "Annual Commitment" after the Municipality's current contract with its current vendor for acceptance and processing of Recyclable Materials expires on December 31, 2020, if not terminated earlier.

"Change in Law" means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, State, County or other governmental body, other than an act by a Party hereto, or (b) the modification of or the imposition of any conditions on the issuance, modifications or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility which are more burdensome than and adversely inconsistent with the most stringent requirements which are applicable to the Facility, the District or its Contractor, as the case may be, and which are contained in any applicable laws with respect to the Facility in effect as of the Effective Date.

"Construction & Demolition Debris" shall have the same meaning as the term "Construction and demolition debris" or "C&D debris" has in 6 CRR-NY 360.2(b) of the Official Compilation of Codes, Rules and Regulations of the State of New York and shall also include: yard waste, consisting of leaves, branches, and logs under two (2.00") inches in diameter and four (4.00") feet in length; and bulk waste, consisting of large residential items such as couches, dressers, shelving and furniture, but shall not include mattresses. The District and/or its Contractor may require the Municipality to deliver C&D debris, yard waste and/or bulk waste in a separate collection truck.

"Construction & Demolition Debris Fee" means the per Ton disposal fee that the Municipality shall pay to the District for each Ton of Construction & Demolition Debris delivered to the Facility by and/or on behalf of the Municipality. The Construction & Demolition Debris Fee consists of both a disposal fee of Eighty Dollars (\$80.00) per Ton and an environmental fee of Five Dollars (\$5.00) per Ton. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the disposal fee portion of the Construction & Demolition Debris Fee shall be subject to an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the disposal fee portion of the Construction & Demolition Debris Fee shall increase at a

minimum of two (2.00%) percent each year. The environmental fee portion of the Construction & Demolition Debris Fee shall remain the same each year.

"Contract Year" means the consecutive twelve-month period beginning January 1st and ending December 31st.

"Contractor" means Omni Recycling of Westbury, Inc. In the event of a change of the District's Contractor, the District shall promptly notify the Municipality.

"CPI Adjustment" shall mean the 12-month average beginning in January and ending in December of the same year of the Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics for All Items, All Urban Consumers, Non-Seasonally Adjusted for New York-Newark-Jersey City, NY-NJ-PA and reported in the CPI-U detailed report Series ID CUURS12ASA0. Such 12-month average shall be rounded to the same number of decimal places as the monthly average reported in the series. If the CPI-U as described above ever ceases to be published, then the Parties shall substitute, in good faith, a replacement index that most closely resembles the CPI-U as so defined above.

"Effective Date" means the first day of the Term.

"Event of Force Majeure" means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have direct, material, adverse effect on the rights or obligations of either Party to this Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement:

- (a) An act of God such as severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, an act of terrorism, war, blockade, insurrection, sabotage, vandalism, theft, riot, general arrest or general restraint of government and people.
- (b) A Change in Law.
- (c) The long term loss of any utility services necessary for the operation of the Facility.
- (d) The unavailability of a Landfill for the disposal of Acceptable Solid Waste and/or Construction & Demolition Debris within two hundred (200) miles of the Facility.

- (e) The presence of any subsurface or latent physical condition (including the presence of Hazardous Waste or other contamination or pollution) at, on or in the Facility which shall prevent or require a redesign or change in the operation of the Facility.
- (f) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- (g) The inadvertent processing of Unacceptable Waste in the Facility.
- (h) Strike, slowdown, work stoppage or other Labor action.

"Extended Hours Fee" means One Hundred Twenty Five (\$125.00) Dollars fee each hour that the Facility remains open to accept delivery of the Municipality's Acceptable Materials beyond the hours outlined in Section 1.4. On January 1, 2021 and each January 1st thereafter that this Agreement is in effect, the Extended Hours Fee shall be subject to an increase from the preceding year's rate by the CPI Adjustment. Regardless of the actual CPI Adjustment each year, the Extended Hours Fee shall increase at a minimum of two (2.00%) percent each year.

"Facility" means the transfer station located at 2 Bay Blvd, Lawrence, New York operated by the District's Contractor; or any such mutually agreeable backup facility location that may be used from time to time.

"Fees" means the Acceptance Fee and such other amounts that the Municipality is required to pay.

"Hazardous Waste" means waste which is harmful, toxic or dangerous or is now or hereafter defined as hazardous waste in either the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq., or the regulations thereunder, or under other applicable statutes, or the regulations thereunder, or any other material that cannot be accepted for disposal pursuant to the Facility's applicable permits.

"Holidays" means New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.

"Landfill" means the landfill or landfills designated from time to time by the District or the District's Contractor for receipt of Acceptable Solid Waste and/or Construction & Demolition Debris.

"Municipal Solid Waste" means all materials or substances that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse and other discarded materials, but not including contained gaseous materials, Construction & Demolition Debris, sewage and other highly diluted water-carried materials or substances and those in gaseous form, and special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended. For the purposes of this Agreement, it is the intention of the Parties that Recyclable Materials, including yard waste material, is excluded from the definition of Municipal Solid Waste.

"Person" means a municipality, corporation, partnership, business trust, trust, joint venture, company, firm or individual.

"Recyclable Materials" means clean: newspaper, cardboard, magazines, junk mail, PET (#1 Plastics), HDPE-Colored and HDPE-Natural (#2 Plastics), tin cans, aluminum cans, aluminum foil, glass bottles, metal pots and pans. The District and the Municipality, in consultation with the District's Contractor, may from time to time discuss in good faith the composition of what constitutes Recyclable Materials and the manner in which the Recyclable Materials are collected by and/or on behalf of the Municipality in an effort to improve and benefit the Municipality's recycling program(s).

"Recyclable Materials Fee" means an amount to be negotiated and agreed upon in good faith between the Parties which shall commence once the Municipality's current agreement for Recyclable Materials expires on December 31, 2020, if not terminated sooner. To the extent reasonably possible, the Parties will work in good faith to negotiate the Recyclable Materials Fee prior to the Municipality's delivery of any Recyclable Materials to the Facility pursuant to this Agreement. If the Parties cannot agree upon a reasonable fee, upon impasse, either Party may submit the issue to binding Arbitration under the rules and conditions of the American Arbitration Association.

"Term" means, unless sooner terminated in accordance with the terms of this Agreement, the period from January 1, 2020 to December 31, 2024. The Term of this Agreement may be extended for up to two additional terms of five (5) years each upon written mutual agreement of the Parties at terms and conditions mutually agreeable to both Parties.

"Ton" means two-thousand (2,000) pounds.

"Unacceptable Waste" means (a) Municipal Solid Waste that is specifically prohibited for admittance or processing at the Facility by the NYS DEC or other regulatory agency having jurisdiction over the Facility; (b) Hazardous Waste; (c) radioactive waste; (d) Construction & Demolition Debris which contains items which are not included in the definition of "Construction & Demolition Debris" in this Agreement; and (e) Recyclable Materials which contain more than Two Percent (2.00%) residue and/or items which do not compromise the items delineated in the definition of "Recyclable Materials" in this Agreement.

13.2 Interpretation. Each Party recognizes that this Agreement is a legally binding contract and acknowledges that such Party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either Party on the basis of that Party being the drafter of such terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.

SANITARY DISTRICT No. 1,
TOWN OF HEMPSTEAD

BY THE CHAIRMAN,
BOARD OF COMMISSIONERS

By: 

James J. Vilardi, Chairman

CITY OF LONG BEACH,
STATE OF NEW YORK

By: 

Title: Acting City Manager



City of Long Beach

ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

TEL: (516) 431-1000

FAX: (516) 431-1016

Robert M. Agostisi
Assistant Corporation Counsel

Noreen O. Costello
Assistant Corporation Counsel

Charles M. Geiger
Assistant Corporation Counsel

Philip Popper
Assistant Corporation Counsel

COREY E. KLEIN
CORPORATION COUNSEL

INTER-OFFICE MEMORANDUM

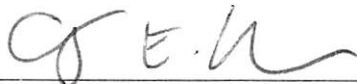
To: Kevin Mulligan, Commissioner of Public Works ✓
Sandra Clarson, City Comptroller
David Fraser, City Clerk

From: Corey E. Klein, Corporation Counsel

Re: Agreement between the City of Long Beach and Town of Hempstead -
Inter-Municipal Agreement for the Disposal of Solid Waste

Date: March 18, 2010

Enclosed for your information and file is a fully executed copy of the referenced agreement with the Town of Hempstead commencing January 1, 2010 and terminating on December 31, 2019.


Corey E. Klein

CEK:do
Enclosure

cc: Charles T. Theofan, (w/o encl.)

CASE NO. 17083

RESOLUTION NO. 234-2010

ADOPTED: February 23, 2010

Councilman Santino offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ON BEHALF OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (TOGETHER THE "TOWN") AND THE CITY OF LONG BEACH (THE "CITY") TO ACCEPT MUNICIPAL SOLID WASTE GENERATED WITHIN THE CITY OF LONG BEACH

WHEREAS, the Town recognizes that a coordinated approach by the Town of Hempstead and the City of Long Beach to solutions for solid waste management on Long Island would be beneficial to the citizens of the Town of Hempstead; and

WHEREAS, capacity exists at the Covanta Facility to accept municipal solid waste generated in the City of Long Beach; and

WHEREAS, the Town and the City desire to work cooperatively together to provide an environmentally sound and cost-effective arrangement for managing solid waste generated within the City of Long Beach; and

WHEREAS, the Town and City have developed an Inter-Municipal Agreement which will be effective for the period January 1, 2010 to December 31, 2019; and

WHEREAS, the Town of Hempstead and the City of Long Beach are authorized by law to enter into an Inter-Municipal Agreement; and

WHEREAS, it is in the public interest to enter into such Inter-Municipal and the Commissioner of Sanitation has recommended that such Inter-Municipal Agreement be executed;

NOW, THEREFORE, BE IT

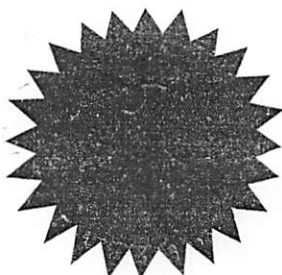
RESOLVED, that entry into the Inter-Municipal Agreement constitutes an Unfettered Action under the State Environmental Quality Review Act (SEQRA) and will not

STATE OF NEW YORK
COUNTY OF NASSAU
TOWN OF HEMPSTEAD } ss.:

I do hereby certify that I have compared the annexed copy of Resolution No. 234-2010

with the original on file in the office of the Town Clerk of the Town of Hempstead, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Hempstead on this day of February 24, 2010



Mark Bonilla

MARK A. BONILLA
Town Clerk

December 15, 2009

Item No. 7

Resolution No. 156/09

The following Resolution was moved by Ms. Goodman
and seconded by Mr. Remo :

Resolution Authorizing the City Manager to Extend the Current
Inter-Municipal Agreement for the Transport and Disposal
of Municipal Solid Waste.

WHEREAS, pursuant to Resolution #102/08, duly adopted on July 1, 2008, the
City Council authorized the City Manager to enter into an Inter-Municipal Agreement with the
Town of Hempstead for the transport and disposal of the City's solid waste at a cost of \$79.75
per ton for solid waste (household garbage); and

WHEREAS, pursuant to said resolution, the City Manager had the option to
negotiate and execute a multi-year extension and the City is desirous of extending said
Agreement for a period of ten years, commencing January 1, 2010 through December 31, 2019;
and

NOW, THEREFORE, be it

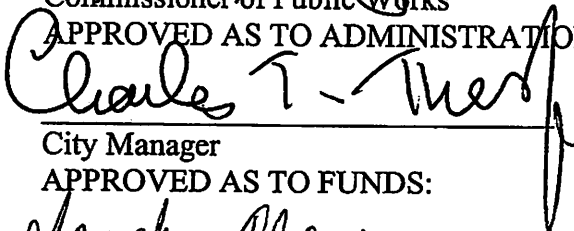
RESOLVED, that the City Council adopts this resolution making a SEQRA
environmental determination that the proposed Inter-Municipal Agreement will not have a
significant effect on the environment and issues a negative declaration; and be it further

RESOLVED, by the City Council of the City of Long Beach, New York that the
City Manager be and he hereby is authorized to extend the current Inter-Municipal Agreement
with the Town of Hempstead for the transport and disposal of the City's solid waste at a cost of
\$80.39 per ton and a 2% administrative fee, for the first year, and thereafter the price shall be
modified annually based upon the Consumer Price Index. Funds are available in Account No.
A8160.54459 (Sanitation-Waste and Rubbish Removal).

APPROVED:


Commissioner of Public Works

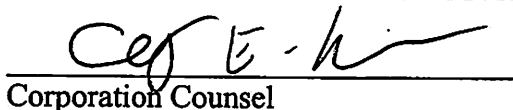
APPROVED AS TO ADMINISTRATION:


City Manager

APPROVED AS TO FUNDS:


City Comptroller

APPROVED AS TO FORM & LEGALITY:


Corporation Counsel

VOTING:

Council Member Goodman - AYE

Council Member McLaughlin- AYE

Council Member Remo - AYE

Council Member Tangney - AYE

President Sofield - AYE

INTERMUNICIPAL AGREEMENT

between

THE CITY OF LONG BEACH

and

THE TOWN OF HEMPSTEAD

and

The Town of Hempstead on Behalf of

THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT

Dated as of

August 20, 2009

This Intermunicipal Agreement ("***Solid Waste IMA***") is entered into as of August 20, 2009, by and among: the City of Long Beach, a municipal corporation of the State of New York with offices at 1 West Chester Street, Long Beach, New York 11561 (the "***Participant***"); and the Town of Hempstead, New York, a municipal corporation of the State of New York with offices at One Washington Street, Hempstead, New York 11550 and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, a district established pursuant to the Town Law of the State of New York and the Nassau County Civil Divisions Act, as amended, with offices at One Washington Street, Hempstead, New York 11550 (the Town and the District, collectively, the "***Town***").

RECITALS

WHEREAS, Covanta Hempstead Company, a New York general partnership with offices at 40 Lane Road, Fairfield, New Jersey 07004 (the "***Company***"), maintains and operates a mass burn resource recovery facility, which facility is located at 600 Merchants Concourse, Westbury, New York 11590 (together with all additions, replacements, appurtenant structures, improvements and equipment in connection therewith, the "***Facility***"); and

WHEREAS, the Town and the Company were parties to that certain Service Agreement dated as of December 1, 1985 (the "***Original Service Agreement***"), pursuant to which the Company, *inter alia*, accepted for disposal at the Facility Acceptable Waste (defined below) delivered by or on behalf of the Town; and

WHEREAS, the Town and Participant entered into an intermunicipal agreement ("***Original IMA***") whereby the Town accepted Participant's solid waste and the Participant delivered its solid waste to the Town Merrick Transfer Station (defined below) for ultimate disposal at the Facility; and

WHEREAS, the Original IMA was scheduled to expire when the Original Service Agreement expired on August 19, 2009, but has been extended through December 31, 2009; and

WHEREAS, the Town and the Company have entered into a new service agreement dated as of December 11, 2007, as may be amended from time to time, (the "***Service Agreement***"), a copy of which is attached hereto as Exhibit A, and pursuant to which the Company will accept Acceptable Waste delivered to the Facility by or on behalf of the Town on such terms and conditions set forth in the Service Agreement; and

WHEREAS, the Service Agreement is legally effective as of December 11, 2007 ("***Contract Date***"), but shall, except as otherwise provided therein, become operative and commence governing rights and obligations of the Town and the Company and the use, operation and maintenance of the Project (as defined in the Service Agreement) on August 20, 2009 (the "***Service Commencement Date***") and continuing until the 25th anniversary of the Service Commencement Date, subject to earlier

termination in accordance with the provisions of the Service Agreement (the "*Service Term*"); and

WHEREAS, the Service Agreement anticipates the possibility of the Town entering into long-term contractual arrangements with other municipal corporations and/or sanitary disposal districts for the disposition of Acceptable Waste derived from such entities at the Facility; and

WHEREAS, pursuant to the Service Agreement, the Town may, subject to certain limitations and other restrictions, reserve additional capacity at the Facility for the disposal of Acceptable Waste; and

WHEREAS, the Participant desires to continue to dispose of its solid waste at the Facility through the Service Agreement when the Original IMA expires by delivering its solid waste to the Town at the Town Merrick Transfer Station for ultimate disposal at the Facility; and

WHEREAS, by reason of the foregoing, the Town and Participant desire to enter into this Solid Waste IMA, requiring, during the IMA Service Period (defined below), the Participant to deliver Acceptable Waste to the Town Merrick Transfer Station and the Town to accept Participant's Acceptable Waste for delivery to the Facility on Participant's behalf, subject to the terms and conditions specified herein; and

WHEREAS, the Participant and the Town understand that it may be necessary for the Town and the Company to amend the Service Agreement from time to time and that, to maintain the pass-through nature of the Town's role as between the Company and the Participant, it will be necessary for any such amendments to automatically flow through to this Solid Waste IMA; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effect the purposes of this Solid Waste IMA and to enter into this Solid Waste IMA pursuant to their respective lawful authorities; and

WHEREAS, subject to the provisions of Article II below, this Solid Waste IMA is legally effective as of the date first above written ("*IMA Contract Date*"), but shall, except as otherwise provided herein, become operative and commence governing rights and obligations of the Town and the Participant on January 1, 2010 ("*IMA Service Commencement Date*") and continuing through the IMA Service Period.

NOW, THEREFORE, for and in consideration of the premises, the mutual obligations undertaken herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and Participant hereby agree as follows:

ARTICLE I

Definitions and Interpretation

Section 1.01 Incorporation by Reference. The above Recitals are incorporated into this Solid Waste IMA by this reference. Exhibits “A” through “D” attached to this Solid Waste IMA are incorporated into this Solid Waste IMA by this reference. The Service Agreement is incorporated in full into this Solid Waste IMA and the provisions of the Solid Waste IMA shall be implemented consistent with the then applicable provisions of the Service Agreement in accordance with Section 9.04 of this Solid Waste IMA.

Section 1.02 Definitions. Except to the extent expressly provided otherwise in this Solid Waste IMA, terms used in this Solid Waste IMA shall have the same meaning as those terms under the Service Agreement, and as such terms may be amended from time to time under the Service Agreement. The preceding sentence is controlling; the omission of a reference to any term, as defined in the Service Agreement, in this Section 1.02 shall not cause such definition to be inapplicable to this Solid Waste IMA. Subject to the foregoing, as used in this Solid Waste IMA, the following terms shall have the following meanings:

“Acceptable Waste” shall have the same meaning as the term “Acceptable Waste” under the Service Agreement, as such term may be amended therein from time to time; provided, however, for purposes of this Solid Waste IMA, Acceptable Waste also shall not include: (a) Source Separated materials; (b) E-cycle Waste; and (c) Bulky Waste.

“Administrative Fee” is defined in Section 5.01 hereof.

“Annual Reconciliation” is defined in Section 3.05 hereof.

“Bulky Waste” means refrigerators, stoves, freezers, washers, dryers, mattresses, bedsprings, vehicle frame parts, crankcases, transmissions, engines, lawn mowers, snow blowers, bicycles, file cabinets, air conditioners, hot water heaters, water storage tanks, water softeners, furnaces, oil storage tanks, metal furniture, propane tanks and other similar items that are discarded as determined by the Town.

“Change in Law” shall have the same meaning as the term “Change in Law” under the Service Agreement, as that term may be amended therein from time to time; provided, however, for purposes of this Solid Waste IMA:

(i) Change in Law also shall include:

a change after the IMA Contract Date in any federal or state law, or in the interpretation thereof, which materially impacts the Town’s ability to perform or provide services under the Solid Waste IMA; and

(ii) Change in Law also shall not include:

any ordinances, laws, regulations or other legal requirements adopted or enacted by the Participant.

“Consulting Engineer” means a nationally recognized consulting engineer or a nationally recognized consulting engineering firm, with demonstrated experience in the area of solid waste disposal and contracts relating thereto.

“Contract Date” is defined in the Recitals hereof.

“Cost Substantiation” shall, with the substitution of reference(s), if any, to “Agreement” with “Solid Waste IMA” therein, have the same meaning as the term “Cost Substantiation” under the Service Agreement, as such term may be amended therein from time to time.

“Delivery Schedule” is defined in Section 4.01 hereof.

“Deliver To”, for purposes of this Solid Waste IMA, means (i) the delivery and, if so directed by the Town, the tipping of trucks carrying Acceptable Waste at the Town Merrick Transfer Station or (ii) if directed by the Town in accordance with Section 4.01 hereof, the tipping of trucks carrying Acceptable Waste at the Facility.

“District” means the Town of Hempstead Refuse Disposal District.

“E-cycle Waste” means discarded electronic equipment including, but not limited to, cell phones, computers, computer components, televisions, VCRs and DVD players. The Town shall have the right, in its sole discretion, to modify the list of equipment that constitutes E-cycle Waste from time to time.

“Excess Administrative Fee” is defined in Section 5.01 hereof.

“Excess Damages” is defined in Section 4.05(b) hereof.

“Facility” is defined in the Recitals hereof.

“Hazardous Waste” shall have the same meaning as the term “Hazardous Waste” under the Service Agreement, as such term may be amended therein from time to time; provided, however, for purposes of this Solid Waste IMA, Hazardous Waste also shall include STOP Waste.

“IMA Contract Date” is defined in the Recitals hereof.

“IMA Service Period” means the period beginning on the IMA Service Commencement Date and ending on the earlier of (i) December 31, 2019 and (ii) the date on which the Service Term of the Service Agreement ends.

“IMA Service Receiving Hours” means Monday through Friday from 8:00 AM until 4:00 PM except Town Holidays. For the purposes of this definition, Town Holidays include: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving (beginning in 2010) and Christmas Day.

“IMA Waste” means that portion of Town Waste (i) Delivered To the Town Merrick Transfer Station by the Participant under this Solid Waste IMA for ultimate disposal at the Facility (or, if applicable, directly Delivered To the Facility), or (ii) available for tender for delivery to the Town Merrick Transfer Station (or, if applicable, to the Facility) by the Participant under this Solid Waste IMA but which is treated as Diverted Waste.

“Maximum Annual Tonnage” is defined in Section 4.01 hereof.

“Maximum Daily Tonnage” is defined in Section 4.01 hereof.

“Maximum Monthly Tonnage” is defined in Section 4.01 hereof.

“Maximum Weekly Tonnage” is defined in Section 4.01 hereof.

“Minimum Monthly Tonnage” is defined in Section 4.01 hereof.

“Minimum Annual Tonnage” is defined in Section 4.01 hereof.

“Net Participant Annual Shortfall Actual Damages” is defined in Section 4.05(b) hereof.

“Original Service Agreement” is defined in the Recitals hereof.

“Original IMA” is defined in the Recitals hereof.

“Participant” is defined in the Preamble paragraph hereof.

“Participant Annual Shortfall” is defined in Section 4.05(a) hereof.

“Participant Annual Shortfall Actual Damages” is defined in Section 4.05(b) hereof.

“Participant Event of Default” is defined in Section 7.05 hereof.

“Participant Insufficiency Tonnage” is defined in Section 4.13 hereof.

“Participant Monthly Shortfall” is defined in Section 4.05(a) hereof.

“Participant Monthly Shortfall Share” is defined in Section 4.05(b) hereof.

“Participant Monthly Shortfall Actual Damages” is defined in Section 4.05(b) hereof.

“Participants” means all those municipal entities, including the Participant, each of which has separately entered into a Solid Waste IMA with the Town.

“Participant’s Pro Rata Share” means (A) the greater of (i) the Participant’s Minimum Annual Tonnage and (ii) average Tons of Waste per year Delivered To the Town Merrick Transfer Station (or, if applicable, to the Facility) by or on behalf of the Participant and Processed at the Facility during the previous two-year period ending on the applicable date of determination divided by (B) the greater of (i) the Town’s Minimum Annual Tonnage under the Service Agreement and (ii) the average Tons of Town Waste per year Delivered To the Facility by or on behalf of the Town (including waste Delivered To the Town Merrick Transfer Station or Facility by or on behalf of all of the Participants) and Processed at the Facility during the previous two-year period ending on the applicable date of determination.

“Service Agreement” is defined in the Recitals hereof.

“Service Fee” is defined in Section 5.01 hereof.

“Service Term” is defined in the Recitals hereof.

“Solid Waste IMA” is defined in the Preamble paragraph hereof.

“Source Separate”, “Source Separated” or “Source Separation” means the segregation and collection, at the point of collection and prior to delivery by the Participant of Acceptable Waste under this Solid Waste IMA, for the sole purpose of recycling, of individual components of Solid Waste such as glass bottles and containers (*i.e.*, water juice, soda, beer, wine and water bottles and food jars), metals (*i.e.*, food and beverage cans, aluminum foil, baking tins and license plates), papers (*i.e.*, newspaper, newspaper inserts, magazines, catalogs, office and school paper, computer paper, discarded mail, paper grocery and lunch bags, corrugated cardboard and corrugated containers) and plastic materials that can be recycled (*i.e.*, have the recycling logo of “1” or “2” [*e.g.*, soda bottles, milk containers, laundry products, water/juice bottles, liquor bottles and personal care items]), and such other items that the Town may designate for Source Separation from time to time in the future.

“STOP Waste” means household hazardous materials that are Source Separated for special handling and disposal. Such materials include, but are not limited to: aerosol cans, ammonia, antifreeze, asbestos, bleach, bug & rodent killers, car batteries, cell phones, chemistry sets, degreasers, disinfectants, drain cleaners, fertilizers with herbicides, flammable liquids (fire starter), fluorescent lamps (including CFLs), household batteries, kerosene, lacquer, latex & oil-based paint, oven cleaners, paint stripper, paint thinner and brush cleaner, photography chemicals, polishes & wood preservatives, solvents, spot removers, swimming pool chemicals, telephone books, tires (car-off rims), varnish, waste oil, weed killers, and any other materials designated by the Town as STOP Waste when disposed of, and such other items that the Town may designate, in its sole discretion, as STOP Waste from time to time in the future.

"Process", "Processed", "Processible" or "Processing" means causing Solid Waste to pass through the combustion chambers of the Facility.

"Processed Waste" means Town Waste and Company Waste Processed at the Facility.

"Project" means the Facility and the Facility Site, collectively.

"Pro Rata Basis" means the applicable party's Pro Rata Share multiplied by the total cost of or revenue from a UCC or other applicable amount, subject to Cost Substantiation.

"Pro Rata Share" means, as to the Town, the average Tons of Waste per year Delivered To the Facility by or on behalf of the Town and Processed at the Facility during the previous two-year period ending on the applicable date of determination divided by 909,000 and means, as to the Company, 1.000 minus the applicable Pro Rata Share of the Town.

"Receiving Time" means the continuous period beginning at 5:00 a.m. Monday and ending at 4:00 p.m. Sunday, excluding Holidays.

"Recovered Resources" means (i) steam, electricity, ferrous and non-ferrous metals, ash and such other materials of whatever nature or description as the Company may from time-to-time recover from Solid Waste, Residue or any other material, whether at the Facility or elsewhere, as determined by the Company in its sole and absolute discretion, and (ii) offsets, credits or benefits of whatever nature or description, for emissions, pollution, green house gas, renewable energy generation, investment, taxes or any certificate, grant or intangible entitlement relating to the Facility or its operation.

"Residue" means the material remaining after Processing, including ash, fly ash and water, and after removal of Recovered Resources, together with non-Processible portions of Solid Waste and Recovered Resources not sold or otherwise disposed of pursuant to Section 4.16 below.

"Second Notice" is defined in Section 5.03(b) hereof.

"Second Tier Waste Host Fee" is defined in Section 3.03 hereof.

"Service Commencement Date" is defined in Recital D hereof.

"Service Fee" is defined in Section 5.01 hereof.

"Service Term" is defined in Recital D hereof.

"Solid Waste" means all materials or substances that, as of the Service Commencement Date or any subsequent date, are generally discarded or rejected as being spent, useless,

worthless or in excess to the owners at the time of such discard or rejection, including but not limited to, garbage, refuse, rubbish, discarded materials from residential, commercial and industrial activities, ashes, yard waste and vegetative waste, but not including (i) incinerator residue, (ii) demolition and construction debris, (iii) sewage, waste water discharges and other highly diluted water carried materials or substances, and those in gaseous form, (iv) Hazardous Waste, and (v) radioactive, source, special nuclear or byproduct materials within the meaning of the Atomic Energy Act of 1954, as amended.

"Termination Payment" is defined in Section 5.03(d) hereof.

"Ton" means 2,000 pounds.

"Town" is defined in the preamble paragraph hereof.

"Town Event of Default" is defined in Section 7.05 hereof.

"Town Maximum Tax Increase" is defined in Section 5.04(f) hereof.

"Town Waste" means Acceptable Waste (i) Delivered To the Facility by or on behalf of the Town under this Agreement or (ii) available for tender for delivery to the Facility by or on behalf of the Town under this Agreement but which is treated as Diverted Waste pursuant to Section 4.09(b).

"TPY" means Tons per Contract Year.

"Uncontrollable Circumstance" or "UCC" means any act, event or condition that (i) has a material adverse effect on the rights or the obligations of the parties under this Agreement, or a material adverse effect on the Project or the operation of the Facility, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Agreement or (ii) materially increases or decreases the cost of performing the obligations of this Agreement by the party relying thereon, if such act, event or condition is beyond the reasonable control of the party relying thereon, and, in the case of either (i) or (ii), is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of the party relying thereon. Uncontrollable Circumstances, provided it meets the standards above, shall include, but shall not be limited, to the following (***"Inclusions"***):

- (a) act of God, landslide, lightning, earthquake, fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot, civil disturbance, act of terror or any similar occurrence; but not including reasonably anticipated weather conditions for the geographic area of the Facility;
- (b) labor disputes or strikes, but only to the extent provided in Section 4.12 below;
- (c) a Change in Law;

- (d) the loss of or inability to obtain any utility services, including water, sewage, fuel oil, gasoline and electric power, other than that generated by the Facility, necessary for operation of the Facility, provided, however, that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon; or
- (e) an act, event or circumstance or change in law that would otherwise constitute a UCC hereunder and, due to its affect on the operation, or cost of operating, at one or more specified Residue disposal facilities (with respect to which for each such facility the Company has executed a written agreement for a specified term to dispose a specified quantity of Residue) during the term of an applicable agreement, adversely impacts the Company's disposal of Residue at such facility or facilities; provided, however, that such act, event or circumstance shall not be the result of the willful or negligent action or inaction of the Company.

It is expressly understood and agreed that the following shall not constitute UCCs:

- (i) any Change in Law with respect to federal, state or local income taxes or sales taxes of any kind, or with respect to new federal, state or local taxes enacted to replace the foregoing;
- (ii) any Change in Law with respect to taxes, special assessments or special ad valorem levies of any kind (For purposes of this exclusion, the terms "tax", "special assessment" and "special ad valorem levy" are defined in Section 102 of New York Real Property Tax Law.);
- (iii) adverse changes in the financial ability of any party to this Agreement to perform its obligations hereunder;
- (iv) the consequences of errors of design, construction, start-up, operation or maintenance on the part of the Company or any of its employees, agents, contractors, subcontractors, suppliers or affiliates;
- (v) the failure of the Company to secure or maintain patents or licenses in connection with the technology necessary to design, operate or maintain the Facility;
- (vi) the failure of any supplier to deliver to the Company any necessary materials, equipment or parts for the operation of the Facility, provided that alternate suppliers shall be available to deliver any such materials, equipment or parts reasonably consistent with the specifications and schedule;
- (vii) the lack of fitness for use, or the failure to comply with specifications or design, of any materials, equipment, or parts constituting part of the Facility,

provided that such lack or failure shall not have been the result of the occurrence of a Change in Law;

- (viii) any commercial or economic frustration of purpose, or impracticability of technology to perform;
- (ix) reasonably anticipated weather conditions for the geographic area in which the Facility is located;
- (x) any act, event or circumstance or Change in Law relating the Company's handling, transportation or disposal of Residue, except to the extent provided in the Inclusions;
- (xi) the failure of the Company to obtain or maintain an electricity purchase agreement;
- (xii) any act, event or circumstance that would not have occurred if the affected party had complied with its obligations under this Agreement;
- (xiii) changes in By-Pass Waste handling, transport or disposal costs;
- (xiv) the failure, for any reason, of the Company to secure disposal capacity for By-Pass Waste;
- (xv) changes, for any reason, in the price received by the Company for Recovered Resources generated at the Facility, the cost of the utility services purchased by the Company, interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, exchange rates and other general economic conditions;
- (xvi) any legal proceeding brought against the Company and not the Town, except to the extent any such legal proceeding constitutes a Change in Law hereunder;
- (xvii) an increase or decrease in the number of employees employed by the Company due to a strike or labor dispute;
- (xviii) union or labor work rules, requirements or demands which have the effect of increasing or decreasing the cost to the Company of performing under this Agreement except to the extent such increase or decrease results from a Change in Law;
- (xix) with respect to the Company, the failure of the Town to deliver Acceptable Waste for any reason; or
- (xx) Change in Law occurring outside of the United States.

"Uncured Company Default" is defined in Section 7.02 hereof.

"Uncured Town Default" is defined in Section 7.06 hereof.

Section 1.03 Interpretation. In this Agreement, unless the context otherwise requires:

- (a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.
- (b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.
- (c) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (d) Good Industry Practice shall be utilized hereunder, among other things, to implement, and in no event displace or lessen the stringency of, the obligations of the Company under this Agreement. In no event shall Good Industry Practice relieve the Company of its obligations hereunder.
- (e) Where more than one standard applies to any particular performance obligation of a party hereunder, each such applicable standard shall be complied with. In the event there are different levels of stringency among such applicable standards, the most stringent of the applicable standards shall govern.

ARTICLE II

Conditions, Representations and Warranties

Section 2.01 Company Conditions. The obligations and liabilities of the Company under this Agreement are subject to the occurrence as of the Contract Date of the following:

(a) Each of the representations and warranties of the Town set forth in Section 2.04 below shall be true and correct in all material respects as of the Contract Date.

(b) The Board of Directors of the Parent shall have approved the execution, delivery and performance of this Agreement, the Parent Guaranty and the transactions contemplated herein and therein.

Only the Company, in its sole and absolute discretion, shall have the right to insist upon, or waive, the occurrence of these Section 2.01 conditions precedent.

Section 2.02 Town Conditions. The obligations and liabilities of the Town under this Agreement are subject to the occurrence as of the Contract Date of the following:

(a) Each of the representations and warranties of the Company set forth in Section 2.05 below shall be true and correct in all material respects as of the Contract Date.

(b) a Parent Guaranty consistent with the requirements set forth in Section 6.02 shall have been delivered to the Town.

Only the Town, in its sole and absolute discretion, shall have the right to insist upon, or waive, the occurrence of these Section 2.02 conditions precedent.

Section 2.03 Mutual Conditions. The obligations and liabilities of each of the Company and the Town under this Agreement are subject to the occurrence on or before December 31, 2007 of each of the following:

(a) that certain Lease Agreement dated as of December 1, 1985 between the Town of Hempstead Industrial Development Agency (the "*IDA*") and the Company having been amended to extend the term thereof to at least December 31, 2034 and otherwise in form and substance reasonably acceptable to the Town and the Company;

(b) that certain District Site Lease Agreement dated as of November 1, 1986 between the Town and the IDA having been amended to extend the term thereof to at least December 31, 2041 and otherwise in form and substance reasonably acceptable to the Town and the Company; and

(c) that certain Site Lease Agreement dated as of November 1, 1986 between the IDA and the Company having been amended to extend the term thereof to at least December 31, 2041 and otherwise in form and substance reasonably acceptable to the Town and the Company.

The Company shall use its reasonable efforts to cause the immediately preceding clauses (a) and (c) to occur. The Town shall use its reasonable efforts to cause clause (b) above to occur, and shall cooperate with the Company and the IDA in their respective efforts to cause clauses (a) and (c) to occur. Each of the Town and the Company, in its respective sole and absolute discretion, shall have the right to insist upon, or waive, the occurrence of these Section 2.03 conditions precedent.

Section 2.04 Representations and Warranties of the Town. The Town hereby represents and warrants to the Company that as of the Contract Date:

(a) The Town of Hempstead is a municipal corporation duly created and validly existing under the laws of the state of New York, and the Town of Hempstead and the District are each duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Town has the power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) have the requisite approval of all governmental bodies, (iii) to the best knowledge of the Town, will not violate any judgment, order, law or regulation applicable to the Town or any provisions of the Town's charter, and (iv) to the best knowledge of the Town, do not constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Town under any material agreement or instrument to which the Town is a party or by which the Town or its assets may be bound or affected.

(c) This Agreement has been duly entered into, and, as of the Contract Date, constitutes legal, valid and binding obligations of the Town, subject to the laws of bankruptcy and general principles of equity.

(d) There are no pending or, to the best knowledge of the Town, threatened actions or proceedings before any court or administrative agency which would materially adversely affect the ability of the Town to perform its obligations under this Agreement.

Section 2.05 Representations and Warranties of the Company. The Company hereby represents and warrants to the Town that as of the Contract Date:

(a) The Company is a general partnership duly organized and validly existing in good standing under the laws of the state of New York, and has the power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Agreement.

(b) The Company has the power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) have been duly authorized, (ii) have the requisite approval of all governmental bodies, (iii) to the best knowledge of the Company, will not violate any judgment, order, law or regulation applicable to the Company or applicable to any provisions of the Company's partnership agreement, (iv) to the best of the Company's knowledge, do not constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Company under any material agreement or instrument to which the Company is a party or by which the Company or its assets may be bound or affected, and (v) will not violate any provisions of the Company's partnership agreement.

(c) The Company holds or is authorized under all necessary patent rights, technology licenses and franchises to operate and maintain the Facility pursuant to the provisions of this Agreement.

(d) This Agreement has been duly entered into and, as of the Contract Date, constitutes legal, valid and binding obligations of the Company, subject to the laws of bankruptcy and general principles of equity.

(e) There are no pending or, to the best knowledge of the Company, threatened actions or proceedings before any court or administrative agency which would materially adversely affect the ability of the Company to perform its obligations under this Agreement.

ARTICLE III

Host Fees

After the Service Commencement Date and continuing throughout the Service Term, the Company shall pay to the Town the host fees as described in this Article III (collectively, the "*Host Fees*").

Section 3.01 Base Host Fee. Commencing on the first day of the first calendar month after the Service Commencement Date, and again on the first day of each subsequent calendar month during the Service Term, the Company shall pay to the Town \$297,620.83, escalated as provided in Section 3.04 below (the "*Base Host Fee*"); provided, however, for any month during which the Service Term is only partially in effect (e.g. August 2009), the Base Host Fee shall be adjusted by multiplying the Base Host Fee by the actual number of days in such month during which the Service Term is in effect and dividing the result by the total number of days in that month. The Base Host Fee shall be made by separate payment to the Town and shall not be made by providing a credit against any amount due the Company pursuant to Section 5.01 below. Payments made on the first of any month are for the Base Host Fee for the prior month. The occurrence of an Uncontrollable Circumstance shall not relieve the Company of its obligation to pay the Base Host Fee.

Section 3.02 First Tier Waste Host Fee. In addition to the Base Host Fee provided in Section 3.01, commencing on the Service Commencement Date and continuing throughout the Service Term, the Company shall be obligated to pay to the Town \$1.35 per Ton of Acceptable Waste (regardless of origin, including Acceptable Waste Delivered To the Facility under this Agreement) Delivered To the Facility per Contract Year up to and including 887,000 Tons (the "*First Tier Waste Host Fee*"). The First Tier Waste Host Fee shall escalate as provided in Section 3.04 below. The Company shall pay to the Town the First Tier Waste Host Fee in arrears for each Billing Period in which it accrues by providing the appropriate credit on the next Company invoice(s) issued pursuant to Section 5.01 below; provided, however, with respect to any host fee amounts still due after the last Company invoice under this Agreement has been issued (i.e., after the Service Term has expired or the Agreement has been terminated), the Company shall forward payment of such host fee amount within 30 days of such expiration or termination.

Section 3.03 Second Tier Waste Host Fee. In addition to the Base Host Fee provided in Section 3.01 and the First Tier Waste Host Fee provided in Section 3.02, commencing on the Service Commencement Date and continuing throughout the Service Term, the Company shall be obligated to pay to the Town \$12.87 per Ton of Acceptable Waste (regardless of origin, including Acceptable Waste Delivered To the Facility under this Agreement) Delivered To the Facility per Contract Year, in excess of 887,000 Tons per Contract Year (the "*Second Tier Waste Host Fee*"). The Second Tier Waste Host Fee shall escalate as provided in Section 3.04 below. The Company shall pay to the Town the Second Tier Waste Host Fee in arrears for each Billing Period in which it

accrues by providing the appropriate credit on the next Company invoice(s) issued pursuant to Section 5.01 below; provided, however, with respect to any host fee amounts still due after the last Company invoice under this Agreement has been issued (*i.e.*, after the Service Term has expired or the Agreement has been terminated), the Company shall forward payment of such host fee amount within 30 days of such expiration or termination. For clarification, there are no Tons to which both the First Tier Waste Host Fee and the Second Tier Waste Host Fee apply.

Section 3.04 Escalation of Host Fees. Commencing and effective on each Escalation Date, the Host Fees shall be subject to adjustment by multiplying the then-current Host Fees by the Escalation Factor.

Section 3.05 Annual Reconciliation. The parties shall conduct, for each Contract Year, an annual reconciliation of Host Fee amounts paid or owing pursuant to this Article III, Service Fees paid or owing pursuant to Article V and any credits paid or due with respect to the Service Fee pursuant to any provision of this Agreement ("*Annual Reconciliation*"). The Annual Reconciliation shall be completed within 60 days after the end of such Contract Year. Any amounts that remain outstanding based upon the Annual Reconciliation shall be paid by the party owing such amount within 60 days after the completion of the Annual Reconciliation.

“Town” is defined in the preamble paragraph hereof.

“Town Delivery Schedule” shall have the same meaning as the term “Delivery Schedule” under the Service Agreement, as such term may be amended therein from time to time.

“Town Event of Default” is defined in Section 7.01 hereof.

“Town Merrick Transfer Station” means the Town Transfer Station located at 1600 Merrick Road, Merrick, New York 11566.

“Town Monthly Shortfall Actual Damages” shall have the same meaning as the term “Monthly Shortfall Actual Damages” under the Service Agreement, as such term may be amended therein from time to time.

“Town System” is defined in Section 4.07(b) hereof.

“Town Waste” means Acceptable Waste (as defined in the Service Agreement) (i) Delivered To the Facility by or on behalf of the Town under the Service Agreement or (ii) available for tender for delivery to the Facility by or on behalf of the Town under the Service Agreement but which is treated as Diverted Waste under the Service Agreement.

“Town Transfer Station” means any solid waste management facility owned and/or operated by the Town and permitted pursuant to applicable law to receive solid waste for the purpose of subsequent transfer to another solid waste management facility for further processing, treating, transfer or disposal.

“Uncontrollable Circumstance” or “UCC” shall, with (i) substitution of reference(s), if any, to “Agreement” with “Solid Waste IMA” therein and (ii) insertion of the words “or the operation of the Town Merrick Transfer Station” after “the operation of the Facility” in the opening clause, have the same meaning as the term “Uncontrollable Circumstance” or “UCC” under the Service Agreement, as such term may be amended therein from time to time.

“Uncured Participant Default” is defined in Section 7.06 hereof.

“Uncured Town Default” is defined in Section 7.02 hereof.

Section 1.03 Interpretation. In this Solid Waste IMA, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Solid Waste IMA, refer to this Solid Waste IMA.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.

(c) Any headings preceding the texts of the several Articles and Sections of this Solid Waste IMA, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Solid Waste IMA, nor shall they affect its meaning, construction or effect.

(d) The parties recognize that specific sections of the Service Agreement cross-referenced in this Solid Waste IMA reflect the designations contained in the Service Agreement as of the Contract Date and may be amended, in the sole discretion of the Town and the Company and/or may be renumbered from time to time. This Solid Waste IMA shall be construed in accordance and consistent with any such amendments and renumbering.

(e) Where more than one standard applies to any particular performance obligation of a party hereunder, each such applicable standard shall be complied with. In the event there are different levels of stringency among such applicable standards, the most stringent of the applicable standards shall govern.

(f) Except as otherwise provided herein (e.g., typical delivery of Participant's Acceptable Waste to the Town Merrick Transfer Station, proration of liability, payment by the Participant of the Administrative Fee to the Town, and retention of all Host Fees by the Town under the Service Agreement), this Solid Waste IMA shall be interpreted, in all respects, (A) so as to obligate the Participant to the Town to the same extent as the Town is obligated to the Company under the Service Agreement, and (B) to obligate the Town to the Participant only to the same extent as the Company is obligated to the Town under the Service Agreement, it being the intent of the parties that the Company provide service to the Participant and the Participant be obligated to make payments therefor on a "pass-through" basis without subjecting the Town to additional costs, loss of revenue or liability to the Company by virtue of the Participant's participation.

ARTICLE II

Conditions, Representations and Warranties

Section 2.01 Participant Condition. The obligations and liabilities of the Town under this Solid Waste IMA are subject to the occurrence, as of the date of the parties' execution of this Solid Waste IMA or the IMA Contract Date, whichever occurs later, of the following:

(a) Each of the representations and warranties of the Participant set forth in Section 2.04 below shall be true and correct in all material respects as of the date of the parties' execution of this Solid Waste IMA or the IMA Contract Date, whichever occurs later.

Only the Town, in its sole and absolute discretion, shall have the right to insist upon, or waive, the occurrence of this Section 2.01 condition precedent.

Section 2.02 Town Condition. The obligations and liabilities of the Participant under this Solid Waste IMA are subject to the occurrence, as of the date of the parties' execution of this Solid Waste IMA or the IMA Contract Date, whichever occurs later, of the following:

(a) Each of the representations and warranties of the Town set forth in Section 2.05 below shall be true and correct in all material respects as of the date of the parties' execution of this Solid Waste IMA or the IMA Contract Date, whichever occurs later.

Only the Participant, in its sole and absolute discretion, shall have the right to insist upon, or waive, the occurrence of this Section 2.02 condition precedent.

Section 2.03 Reserved¹

Section 2.04 Representations and Warranties of the Participant. The Participant hereby represents and warrants to the Town that as of the date of the parties' execution of this Solid Waste IMA or IMA Contract Date, whichever occurs later:

(a) The Participant is duly qualified and authorized to carry on the functions and obligations as contemplated by this Solid Waste IMA.

(b) The Participant has the power, authority and legal right to enter into and perform this Solid Waste IMA, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) have the requisite approval of all required governmental

¹ For ease of reference, certain sections of this Solid Waste IMA are designated "Reserved" so the Solid Waste IMA follows the general structure of the Service Agreement.

bodies, (iii) to the best knowledge of Participant, will not violate any judgment, order, law or regulation applicable to the Participant or any provisions of Participant's charter, if any, and (iv) to the best knowledge of Participant, do not constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Participant under any material agreement or instrument to which the Participant is a party or by which the Participant or its assets may be bound or affected.

(c) This Solid Waste IMA has been duly entered into, and, as of the IMA Contract Date, constitutes legal, valid and binding obligations of the Participant, subject to the laws of bankruptcy and general principles of equity.

(d) There are no pending or, to the best knowledge of the Participant, threatened actions or proceedings before any court or administrative agency which would materially adversely affect the ability of the Participant to perform its obligations under this Solid Waste IMA.

(e) The Participant, through responsible municipal officials, has read the Service Agreement, and agrees that by execution of this Solid Waste IMA, to be bound, consistent with Sections 1.03(f) and 9.04 of this Solid Waste IMA, by the terms and conditions of said Service Agreement, and any subsequent amendments thereto, and to pay disposal fees as calculated and required hereunder for the disposal of waste.

Section 2.05 Representations and Warranties of the Town. The Town hereby represents and warrants to the Participant that as of the date of the parties' execution of this Solid Waste IMA or the IMA Contract Date, whichever occurs later:

(a) The Town is duly qualified and authorized to carry on the functions and obligations as contemplated by this Solid Waste IMA.

(b) The Town has the power, authority and legal right to enter into and perform this Solid Waste IMA, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) have the requisite approval of all required governmental bodies, (iii) to the best knowledge of the Town, will not violate any judgment, order, law or regulation applicable to the Town or any provisions of the Town's charter, if any, and (iv) to the best knowledge of the Town, do not constitute a default under or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Town under any material agreement or instrument to which the Town is a party or by which the Town or its assets may be bound or affected.

(c) This Solid Waste IMA has been duly entered into and, as of the IMA Contract Date, constitutes legal, valid and binding obligations of the Town, subject to the laws of bankruptcy and general principles of equity.

(d) There are no pending or, to the best knowledge of the Town, threatened actions or proceedings before any court or administrative agency which would materially

adversely affect the ability of the Town to perform its obligations under this Solid Waste IMA.

ARTICLE III

Host Fees and Annual Reconciliation

Section 3.01 Service Agreement Host Fees. It is expressly understood between the Town and the Participant that any host fees due or paid to the Town under the Service Agreement, including any adjustments thereto, are for the sole and exclusive benefit of the Town.

Section 3.02 Reserved

Section 3.03 Reserved

Section 3.04 Reserved

Section 3.05 Annual Reconciliation. The parties shall conduct, for each Contract Year, an annual reconciliation of Service Fees and Administrative Fees paid or owing pursuant to Article V and any credits paid or due with respect to the Service Fee pursuant to any provision of this Solid Waste IMA ("***Annual Reconciliation***"). If the Participant intends to seek a credit or other adjustment during the Annual Reconciliation, then the Participant shall provide the Town with notice of such credit or adjustment within 35 days after the end of such Contract Year, or the Participant's right to such credit or adjustment shall be waived. Such notice shall include reasonable supporting details with respect to each claimed credit or adjustment. The Annual Reconciliation shall be completed within 80 days after the end of such Contract Year or within 30 days after the annual reconciliation conducted between the Town and the Company pursuant to the Service Agreement, whichever date occurs later. Any amounts that remain outstanding based upon the Annual Reconciliation shall be paid by the party owing such amount within 60 days after the completion of the Annual Reconciliation. The obligation to undertake a final Annual Reconciliation under this Section 3.05 and make payments in accordance with such Annual Reconciliation shall survive the termination or expiration of this Solid Waste IMA.

ARTICLE IV

Delivery of Acceptable Waste

Section 4.01 Waste Delivery Schedule. The Participant shall be permitted to deliver Acceptable Waste to the Town Merrick Transfer Station, or if directed by the Town from time to time in the event the Town determines the Town Merrick Transfer Station is unavailable to accept the Participant's Acceptable Waste, to the Facility, up to the Maximum Daily Tonnage, the Maximum Weekly Tonnage, the Maximum Monthly Tonnage and the Maximum Annual Tonnage, respectively, in each such applicable time period during the IMA Service Period. The following definitions shall apply:

"Maximum Daily Tonnage" means the daily maximum tonnage as set forth in Exhibit B attached hereto (the *"Delivery Schedule"*).

"Maximum Weekly Tonnage" means the weekly maximum tonnage set forth in the Delivery Schedule.

"Maximum Monthly Tonnage" means the maximum tonnage listed for each month in the Delivery Schedule.

"Maximum Annual Tonnage" means the sum of the Maximum Monthly Tonnages in a Contract Year.

"Minimum Annual Tonnage" means the sum of the Minimum Monthly Tonnages in a Contract Year.

"Minimum Monthly Tonnage" means the minimum tonnage listed for each month in the Delivery Schedule.

For each Contract Year, the Minimum Monthly Tonnages and Maximum Monthly Tonnages in the Delivery Schedule herein shall, if acceptable to the Company and, if necessary, made an amendment to the Town Delivery Schedule contained in the Service Agreement, be subject to reasonable redistribution through a modification to the Delivery Schedule herein mutually agreed to in writing between the Town and the Participant, which redistribution shall occur, if at all, no later than March first of the preceding Contract Year. Any such redistribution shall not modify the Maximum Annual Tonnage or Minimum Annual Tonnage.

Section 4.02 Participant Commitment to Deliver Acceptable Waste. Commencing on the IMA Service Commencement Date and continuing throughout the IMA Service Period, the Participant shall (i) Deliver To or cause to be Delivered To the Town Merrick Transfer Station or, if directed by the Town in accordance with Section 4.01 of this Solid Waste IMA, to the Facility, not less than the applicable Minimum Monthly Tonnage (as adjusted in accordance with this Article IV) and, for each Contract

Year, not less than the Minimum Annual Tonnage or (ii) pay Participant Monthly Shortfall Actual Damages (defined below) and Participant Annual Shortfall Actual Damages (defined below) in accordance with Section 4.05 hereof. All Acceptable Waste described in this Section 4.02 shall originate within the jurisdictional boundaries of the Participant.

Section 4.03 Reserved

Section 4.04 Town Commitment to Accept Acceptable Waste.

(a) Except as provided in Sections 4.09, 4.15 and 5.03(d) of this Solid Waste IMA, commencing on the IMA Service Commencement Date and continuing throughout the IMA Service Period, the Town shall accept all Acceptable Waste Delivered To the Town Merrick Transfer Station or the Facility by or on behalf of the Participant; provided, however, Participant agrees that its Acceptable Waste may be rejected by the Town to the extent such waste is (i) delivered at hours other than the IMA Service Receiving Time, or if Delivered To the Facility, the Receiving Time, (ii) delivered in amounts greater than the Maximum Daily Tonnage on any Business Day from 12:01 a.m. to 12:00 midnight, (iii) delivered in amounts greater than the Maximum Weekly Tonnage during any calendar week beginning on Monday at 12:01 a.m. and ending on Sunday at 12:00 midnight, (iv) delivered in amounts greater than the applicable Maximum Monthly Tonnage in any month, (v) delivered in amounts greater than the Maximum Annual Tonnage in any Contract Year, or (vi) not delivered in accordance with the plan of operations established pursuant to Section 4.07(b) of this Solid Waste IMA. Notwithstanding the foregoing, the Town may, but shall not be obligated to, accept Participant's Acceptable Waste Delivered To the Facility in excess of the Maximum Daily Tonnage, Maximum Weekly Tonnage, Maximum Monthly Tonnage or Maximum Annual Tonnage. If the Town notifies the Participant that the Town has determined, in its sole discretion, that the acceptance of IMA Waste in excess of such maximums has, or is reasonably anticipated to, adversely impact the Town's priority under Section 4.04(b) of this Solid Waste IMA, then the Participant either (1) shall not deliver waste in excess of the Maximum Daily Tonnage, Maximum Weekly Tonnage, Maximum Monthly Tonnage or Maximum Annual Tonnage or (2) shall pay to the Town any actual additional costs, if any, incurred by the Town plus ten percent as a result of the Participant exceeding these maximums. Such additional costs shall be subject to the Cost Substantiation requirements of Section 6.13. The Town may, in its sole discretion, accept Participant's waste not delivered in accordance with the plan of operations established pursuant to Section 4.07(b) of this Solid Waste IMA. Any waste delivered by or on behalf of the Participant which the Town rightfully rejects pursuant to this Solid Waste IMA or the Company rightfully rejects pursuant to the Service Agreement shall be disposed of by the Participant (or, if the Town so elects, by the Town), at the Participant's sole cost and expense, including without limitation, handling, transfer, loading, transportation and disposal costs. Without limiting the foregoing in any way, the Company, on behalf of the Town, shall have the absolute right to reject any Participant waste that the Company has a right to reject pursuant to the Service Agreement.

(b) To the extent provided in the Service Agreement, Town Waste (including IMA Waste) shall have priority over Company Waste, in terms of Facility capacity, with respect to the acceptance of waste at the Facility; provided, however, as between the Town and Participants, the Town shall have priority over Participants with respect to the right to deliver Acceptable Waste to the Facility in the event Facility capacity is curtailed and such curtailment precludes the acceptance of all Town Waste at the Facility; provided further, however, the Town's priority shall not extend to waste sought to be delivered by the Town in excess of the difference between (i) the maximum tonnage delivery limits specified for Town Waste in the Service Agreement and (ii) the sum of the corresponding maximum tonnage delivery limits in all Participants' IMA Waste. Consistent with the preceding sentence, the Town shall have the right to curtail Participant's delivery of IMA Waste to the Town Merrick Transfer Station to the extent the right to deliver such waste to the Facility is curtailed. The impacts of any such curtailment shall be divided, on a pro rata basis, among Participants based on each Participant's maximum tonnage delivery limits. In the event the Participant's right to deliver waste to the Town Merrick Transfer Station is curtailed by the foregoing, if requested by the Participant, then the Town (A) may but shall not be obligated to either (x) offer to accept the Participant's IMA Waste at another Town Transfer Station for alternative disposal by the Town or (y) voluntarily agree to temporarily reduce the amount of waste the Town delivers to the Facility to create available capacity at the Facility for the Participant's IMA Waste and make alternative disposal arrangements for such undelivered waste and (B) in the case of either (x) or (y), the Participant shall reimburse the Town for all additional incremental costs reasonably incurred by the Town as a result thereof.

(c) The Participant shall be bound by the limitation imposed on the Town's priority as a result of an Insufficiency Tonnage pursuant to the Service Agreement; provided, however, the Participant's right to deliver Acceptable Waste up to the Maximum Annual Tonnage, Maximum Monthly Tonnages, Maximum Weekly Tonnage and Maximum Daily Tonnage shall not be impacted thereby except to the extent provided in Section 4.13 of this Solid Waste IMA.

Section 4.05 Shortfalls, Mitigation and Damages.

(a) (i) If the Participant fails to Deliver To the Town Merrick Transfer Station for disposal at the Facility (or, where applicable, directly Deliver To the Facility) the required Minimum Monthly Tonnage in a particular month during a Contract Year, then the "***Participant Monthly Shortfall***" shall be the positive difference, if any, between the Minimum Monthly Tonnage and the sum of (x) the actual Tons of Acceptable Waste Delivered To the Town Merrick Transfer Station for disposal at the Facility (or, where applicable, directly Delivered To the Facility) by or on behalf of the Participant during the applicable month and (y) the actual Tons of the Participant's waste treated as Diverted Waste during the applicable month. If a Participant Monthly Shortfall occurs, then the Participant agrees to be bound by any damage calculation determined pursuant to the Mitigation provisions in the Service Agreement, and shall pay to the Town the

Participant Monthly Shortfall Actual Damages to the extent provided in Section 4.05(b)(i).

(ii) If at the end of a Contract Year the Participant failed to Deliver To the Town Merrick Transfer Station for disposal at the Facility (or, where applicable, directly Deliver To the Facility) the required Minimum Annual Tonnage in that Contract Year, then the "***Participant Annual Shortfall***" shall be the positive difference, if any, between the Minimum Annual Tonnage and the sum of (x) the actual Tons of Acceptable Waste Delivered To the Town Merrick Transfer Station and ultimately disposed at the Facility (or, where applicable, directly Delivered To the Facility for disposal) by or on behalf of the Participant during the Contract Year and (y) the actual Tons of the Participant's waste treated as Diverted Waste during the Contract Year. If a Participant Annual Shortfall occurs, then the Participant agrees to be bound by any damage calculation determined pursuant to the Mitigation provisions in the Service Agreement, and shall pay to the Town the Participant Annual Shortfall Actual Damages to the extent provided in Section 4.05(b)(ii).

(iii) Notwithstanding the foregoing in (i) and (ii) above, the Participant shall not be obligated to pay Participant Monthly Shortfall Actual Damages or Participant Annual Shortfall Actual Damages payments to the extent that (a) part, or all, of the Participant Monthly Shortfall or Participant Annual Shortfall is the result of a UCC, other than that described in Section 4.12, and (b) the Town is not obligated to pay shortfall damages under the Service Agreement as a result of such shortfalls.

(b) (i) "***Participant Monthly Shortfall Actual Damages***" shall equal the Participant Monthly Shortfall multiplied by the Participant's Service Fee, as adjusted in accordance with Article V.

(ii) "***Participant Annual Shortfall Actual Damages***" means the Participant Annual Shortfall multiplied by the Participant's Service Fee, as adjusted in accordance with Article V. Notwithstanding anything to the contrary in the foregoing, (i) if at the end of the Contract Year the sum of (a) the actual Tons of Acceptable Waste Delivered To the Town Merrick Transfer Station and ultimately disposed at the Facility (or, where applicable, directly Delivered To the Facility for disposal) by or on behalf of the Participant during the Contract Year and (b) the actual Tons of Participant's waste treated as Diverted Waste during the Contract Year is at least the Minimum Annual Tonnage, then the sum of the Participant Monthly Shortfall Actual Damages paid by the Participant to the Town during the Contract Year shall be reimbursed, without interest, by the Town to the Participant as part of the Annual Reconciliation required under Section 3.05 hereof; and (ii) if at the end of the Contract Year the Participant incurred both Participant Monthly Shortfall Actual Damages and a Participant Annual Shortfall, then either (1) the positive difference, if any, between the sum of the Participant Monthly Shortfall Actual Damages and the Participant Annual Shortfall Actual Damages shall be reimbursed, without interest, by the Town to the Participant as part of the Annual Reconciliation required under Section 3.05 hereof, or (2) the positive difference, if any, between the Participant Annual Shortfall Actual Damages and the sum of the Participant

Monthly Shortfall Actual Damages shall be paid, without interest, by the Participant to the Town as part of the Annual Reconciliation required under Section 3.05 hereof. The "***Net Participant Annual Shortfall Actual Damages***" shall mean the Participant Annual Shortfall Actual Damages, as adjusted in accordance with the preceding sentence. "***Excess Damages***" shall mean the positive difference, if any, between (x) the sum of all Net Participant Annual Shortfall Actual Damages under all Participants' Solid Waste IMAs with the Town (including this Solid Waste IMA) and (y) the Town Annual Shortfall Actual Damages due and payable by the Town pursuant to the Service Agreement for the same Contract Year. Notwithstanding anything to the contrary in this Section 4.05(b)(ii), if there are Excess Damages for a Contract Year, then a pro rata portion of the Excess Damages shall be reimbursed to the Participant as part of the Annual Reconciliation required under Section 3.05 hereof, without interest. The Participant's reimbursement shall be equal to the Excess Damages multiplied by the ratio: (1) the numerator of which is the Net Participant Annual Shortfall Actual Damages; and (2) the denominator of which is the sum of all Net Participant Annual Shortfall Actual Damages under all Participants' Solid Waste IMAs with the Town (including this Solid Waste IMA).

Section 4.06 Safety Procedures.

(a) The Participant shall cause its employees, agents and haulers delivering the Participant's IMA Waste to the Town's Transfer Stations to follow the Town's safety procedures.

(b) The Participant shall cause its employees, agents and haulers delivering the Participant's IMA Waste to the Facility (if directed to do so in accordance with Section 4.01 hereof) to follow the Company's safety procedures.

Section 4.07 Service Coordination: Plan of Operations.

(a) The Participant shall by the IMA Service Commencement Date designate in writing a person to act as the Participant's Service Coordinator with respect to the day-to-day matters which may arise during the performance of this Solid Waste IMA, and such person shall have authority pursuant to such written designation to transmit instructions to, receive information from and confer with the Town's Service Coordinator. At any time after the IMA Service Commencement Date, the Participant may designate in writing an interim or replacement Service Coordinator. The Town shall by the IMA Service Commencement Date designate in writing a person to act as the Town's Service Coordinator with respect to the day-to-day matters which may arise during the performance of this Solid Waste IMA, and such person shall have authority pursuant to such written designation to transmit instructions to, receive information from, and confer with the Participant's Service Coordinator. At any time after the IMA Service Commencement Date, the Town may designate in writing an interim or replacement Service Coordinator. The Service Coordinators shall exchange e-mail addresses.

(b) The Town shall, after consultation with all Participants and the Company, promulgate and disseminate a plan of operations and rules for deliveries of Acceptable Waste to the Facility, and the Town's Solid Waste management disposal system operations including but not limited to the Town Transfer Stations ("*Town System*"). Such plan and rules shall be consistent with the coordination plan jointly developed by the Service Coordinators for the Town and the Company pursuant to the Service Agreement, and shall, *inter alia*, deal with such matters relating to the operation and management of the Town System, administration issues relating to deliveries of waste to the Facility, hours of operation, scheduling and routing of deliveries, issuance of authorizations to and regulation of delivery vehicles, insurance requirements, measurement for quality and quantity and other characteristics of Solid Waste and Acceptable Waste, billing, rules for billing and payment, rules for annual and monthly reconciliation of payments, and such other items as may be appropriate. Such rules and regulations shall be promulgated upon and governed by the requirements of applicable law, the Service Agreement, the convenience of the Town, and this Solid Waste IMA. Participant agrees, by execution of this Solid Waste IMA, to be bound by said rules and regulations and any subsequent amendments thereto as if same were annexed hereto and incorporated herein, and shall comply with the coordination plan developed pursuant to the Service Agreement.

Section 4.08 Inspection Rights; Record Keeping

(a) The Town shall keep proper books of record and accounts in relation to the transactions governed hereby for a period of at least three (3) years after the occurrence of such transaction(s). Such books and records, together with all documents and materials relating to the disposal of waste pursuant to this Solid Waste IMA (other than such as may be subject to legal privilege) shall, during the Town's business hours, be subject to inspection by the Participant.

(b) The Participant shall keep proper books of record and accounts in relation to the transactions governed hereby for a period of at least three (3) years after the occurrence of such transaction(s). Such books and records, together with all documents and materials relating to the disposal of waste pursuant to this Solid Waste IMA (other than such as may be subject to legal privilege) shall, during Participant's business hours, be subject to inspection by the Town.

(c) The obligations of this Section 4.08 shall survive the termination or expiration of this Solid Waste IMA.

Section 4.09 Delayed Delivery and Diverted Waste.

(a) Delayed Delivery. If the Company (i) determines, in accordance with the Service Agreement, that the Facility is unable to accept Town Waste that the Company otherwise is obligated to accept in accordance with Article IV of the Service Agreement during the Receiving Time for any calendar day and (ii) requests the Town to hold Town Waste for later delivery to the Facility in accordance with the Service Agreement, then

(x) the Town may request the Participant to hold its IMA Waste at one or more transfer stations available to the Participant or in collection vehicles (and the Town shall undertake reasonable efforts to make a Town Transfer Station available for such purpose to the extent the Town Merrick Transfer Station is unavailable due to the Company's determination) for later delivery to either the Town Merrick Transfer Station (or directly the Facility) and (y) the Participant shall, to the extent allowed by applicable law and to the extent capacity is reasonably available in such transfer stations or collection vehicles, comply with such request; provided, however, the Town shall, solely to the extent such costs are reimbursed to the Town by the Company under the Service Agreement, pay the Participant, subject to Cost Substantiation, for all of Participant's increased costs (such as overtime costs) associated with such delayed deliveries, including any associated with transportation, handling, and administrative costs. For purposes of determining whether the Participant has delivered the applicable Minimum Monthly Tonnage or Minimum Annual Tonnage, any waste so held shall be deemed to be Delivered To the Town Merrick Transfer Station (or, if applicable, the Facility) on the date(s) on which the Town made the request to hold such waste in accordance with this Section 4.09(a). Furthermore, the Maximum Daily Tonnage and Maximum Weekly Tonnage limits shall not, to the extent permitted under the Service Agreement, apply to the extent such delayed deliveries result in exceeding these maximums. To the extent the Participant is unable to reasonably comply with such request, the Participant shall have the right to divert such IMA Waste to an alternative disposal site and such IMA Waste shall be treated as Diverted Waste pursuant to Section 4.09(b).

(b) If the Company notifies the Town, in accordance with the Service Agreement, that the Company anticipates it will be unable to accept Town Waste at the Facility that the Company is otherwise obligated to accept in accordance with Article IV of the Service Agreement, then the Town shall notify the Participant of such notification. Such Town notification may be provided in writing, orally or by e-mail. Any Participant IMA Waste not Delivered To the Town Merrick Transfer Station (or, if applicable, the Facility) as a result of such notification and any Participant IMA Waste diverted from the Facility because it was not, or could not be, accepted at the Town Merrick Transfer Station in accordance with this section (or at the Facility by the Company in accordance with Article IV of the Service Agreement) shall be referred to as "**Diverted Waste.**" If requested by the Participant, the Town shall undertake reasonable efforts to arrange for the disposal of Participant's Diverted Waste at another disposal facility; provided, however, if the Town is unable to do so, then the Participant shall arrange for the disposal of its Diverted Waste at another disposal facility. In the event the Participant arranges for the disposal of such Diverted Waste, the Town shall, solely to the extent such costs are reimbursed to the Town by the Company under the Service Agreement, pay the Participant, subject to Cost Substantiation, the positive difference, if any, between (A) the sum of (i) the disposal cost of such Diverted Waste at such disposal facility and (ii) any costs associated with such Diverted Waste, including without limitation transportation, handling, disposal and administrative costs; and (B) the sum of (i) the Service Fee and Administrative Fee that would have been paid for such Diverted Waste and (ii) any costs which would have been incurred by the Participant had the Participant Delivered To the Town Merrick Transfer Station (or, if applicable, the Facility) the Diverted Waste,

including without limitation transportation, handling, disposal and administrative costs. The Participant shall provide such Cost Substantiation to the Town within 30 days of the date the Participant arranges for the disposal of such Diverted Waste. The payments, if any, to the Participant required under the preceding sentence, shall be provided in the form of a credit on the next Town invoice(s) issued pursuant to Section 5.01 below.

Section 4.10 Receiving and Operating Hours.

(a) The Participant shall deliver its IMA Waste to the Town Merrick Transfer Station during the IMA Service Receiving Time, or, if directed by the Town to deliver its IMA Waste directly to the Facility in accordance with Section 4.01 hereof, during the Receiving Time. If the Company requests the Town to deliver waste at times other than the Receiving Time pursuant to the Service Agreement and such request impacts the Town's ability to receive waste at the Town Merrick Transfer Station, then the Town may request the Participant to deliver IMA Waste at such other times at no additional cost to the Participant; provided, however, the Participant is under no obligation to comply with such request.

(b) To the extent the Company accommodates a Town request to deliver Town Waste at times other than the Receiving Time pursuant to the Service Agreement (*e.g.*, during an emergency or natural disaster), the Town shall advise the Participant of the opportunity, if available, to make deliveries directly to the Facility at such other times and whether the Facility can accommodate the acceptance of IMA Waste in excess of the Participant's Maximum Daily Tonnage and Maximum Weekly Tonnage in connection therewith. If the Facility accepts such Participant waste pursuant to this Section 4.10(b), then the Participant shall, subject to Cost Substantiation, reimburse the Town for all additional incremental costs reasonably incurred by the Town as a result thereof.

Section 4.11 Weighing of Waste Deliveries. The Town shall enforce the Service Agreement with respect to the Company's obligation to maintain weighing equipment at the Facility. Participant shall comply with, and be bound by, the requirements of the Service Agreement in relation to the weighing of waste deliveries, including but not limited to the Town's determination to divert waste in accordance with the Service Agreement.

Section 4.12 Strikes. In the event that the Company notifies the Town, in accordance with the Service Agreement, that the Company cannot accept Town Waste at the Facility due to a strike or other labor dispute, the Town shall notify the Participant of such Company notification. Such strike or labor dispute shall be treated as an Uncontrollable Circumstance under this Solid Waste IMA to the extent it is treated as an Uncontrollable Circumstance under the Service Agreement. In the event that the agents and haulers of, or employees employed by or on behalf of, the Participant to collect, transfer and/or haul Acceptable Waste to the Town Merrick Transfer Station (or, if applicable, to the Facility) shall engage in a strike or other labor dispute, the Participant shall take all reasonable actions to continue to deliver Acceptable Waste to the Town Merrick Transfer Station (or, if applicable, to the Facility); provided, however, if the

Participant reasonably determines that it cannot prudently continue to deliver Acceptable Waste thereto, then the Participant shall so notify the Town that the Participant will not deliver Acceptable Waste until the Participant determines that it can do so, and the strike or other labor dispute shall be treated as an Uncontrollable Circumstance. Such Uncontrollable Circumstance shall not excuse the Participant from making payments otherwise due the Town under this Solid Waste IMA, including, without limitation, the payment of the Service Fee for Tons Delivered To the Facility and payment of Participant Monthly Shortfall Actual Damages and Participant Annual Shortfall Actual Damages.

Section 4.13 Participant Insufficiency Tonnage. In the event that the Participant in any two consecutive full Contract Years shall fail to deliver at least 90% of the then applicable Minimum Annual Tonnage to the Town Merrick Transfer Station (or, if applicable, to the Facility), the Town shall have the right, exercisable upon written notice by Town to the Participant after the end of such second Contract Year, to decrease the Participant's Minimum Annual Tonnage to the average of such two Contract Year insufficiency of tonnage (the "*Participant Insufficiency Tonnage*"). In the event of such decrease, the Maximum Annual Tonnage shall be decreased by the Participant Insufficiency Tonnage, and the Maximum Daily Tonnage, the Maximum Weekly Tonnage, the Minimum Monthly Tonnages and the Maximum Monthly Tonnages shall be decreased on a pro rata basis. If requested through written notice by the Participant, the Town shall have the right, in its sole discretion, to restore the Minimum Annual Tonnage to include such Participant Insufficiency Tonnage amount. In the event of such increase, the Maximum Annual Tonnage shall be increased by the Participant Insufficiency Tonnage, and the Maximum Daily Tonnage, the Maximum Weekly Tonnage, the Minimum Monthly Tonnages and the Maximum Monthly Tonnages shall be increased on a pro rata basis.

Section 4.14 Delivery and Removal of Non-Processible Waste and Hazardous Waste.

(a) The Participant shall be bound by the requirements and obligations imposed on the Town with respect to non-Processible Waste and Hazardous Waste pursuant to the Service Agreement. The Participant shall be bound by the Town's exercise of any of the rights afforded the Town under the Service Agreement with respect to non-Processible Waste and Hazardous Waste. If the Town incurs any costs under the Service Agreement as a result of Participant's delivery of Hazardous Waste or non-Processible Waste to the Town Merrick Transfer Station (or, if applicable, to the Facility), then the Participant shall reimburse the Town for all such costs.

(b) If the delivery of non-Processible Waste or Hazardous Waste to the Facility, regardless of source, causes damage or destruction of the Project and such event constitutes an Uncontrollable Circumstance under the Service Agreement, then (i) such damage or destruction shall constitute an Uncontrollable Circumstance under this Solid Waste IMA and (ii) the Town shall, to the extent provided under Section 5.03 of this Solid Waste IMA, be excused from performance hereunder to the same extent the Company's performance is excused under the Service Agreement. During the UCC, any

available capacity for Town Waste at the Facility shall be allocated among the Town and Participants in accordance with the priority established under Section 4.04(b) hereof.

Section 4.15 By-Pass Waste and Residue Removal and Disposal. The Participant shall be bound by the Service Agreement with respect to By-Pass Waste and Residue Removal and Disposal. The Town shall enforce the Service Agreement to protect its interests and those of the Participant with respect to By-Pass Waste and Residue Removal and Disposal.

Section 4.16 Reserved

ARTICLE V

Service Fee

Section 5.01 Service Fee and Administrative Fee.

(a) Commencing on the IMA Service Commencement Date, the Participant shall pay to the Town an initial service fee of (i) \$80.39 per Ton for each Ton of IMA Waste Delivered To the Town Merrick Transfer Station by or on behalf of the Participant under this Solid Waste IMA, or (ii) if the Town directs the Participant to deliver its waste directly to the Facility in accordance with Article IV of this Solid Waste IMA, \$73.53 per Ton for each Ton of IMA Waste Delivered To the Facility by or on behalf of the Participant under this Solid Waste IMA. The initial service fee is subject to adjustment as provided in this Article V (as adjusted, the "*Service Fee*"). The Participant's Service Fee shall be subject to adjustment to the same extent the service fee charged to the Town under the Service Agreement is adjusted without consideration of the Administrative Fee (defined below), as provided in this Article V of the Solid Waste IMA. Unless the parties agree otherwise, any such adjustment shall be expressed in the same form as the corresponding adjustment to the Town's service fee under the Service Agreement (*i.e.*, on a per Ton basis or otherwise, as provided in the Service Agreement). Consistent with the Town's obligation to pay for Town Waste Delivered To the Facility under the Service Agreement, the Participant's obligation to pay the Service Fee for IMA Waste Delivered To the Town Merrick Transfer Station (or, if applicable, to the Facility) by or on behalf of the Participant shall not be excused by a UCC. Where costs associated with a Town service fee adjustment under the Service Agreement cannot be determined with certainty by the Town and/or the Company at the beginning of a Contract Year, the Participant shall be bound by any estimates thereof agreed to between the Town and the Company under the Service Agreement, subject to later Cost Substantiation and reconciliation during the Annual Reconciliation in accordance with Section 3.05 following the Contract Year.

(b) After the Service Fee, as adjusted in accordance with this Article V, for a Billing Period has been determined, an additional administrative fee ("*Administrative Fee*") shall be applied and included in the invoice for such Billing Period. For each calendar month, the Administrative Fee shall be equal to two percent of the Service Fee for the greater of (i) the actual tons Delivered To the Town Merrick Transfer Station (or, if applicable, to the Facility) or treated as Diverted Waste for that month or (ii) the Minimum Monthly Tonnage for that month. For each Contract Year, the Administrative Fee shall be equal to two percent of the Service Fee for the greater of (x) the actual tons Delivered To the Town Merrick Transfer Station (or, if applicable, to the Facility) or treated as Diverted Waste for that Contract Year or (y) the Minimum Annual Tonnage for that Contract Year. If the sum of the Administrative Fees paid by Participant for the calendar months during a Contract Year exceeds the annual Administrative Fee calculated for that Contract Year ("*Excess Administrative Fee*"), then the Town shall reimburse the Excess Administrative Fee, without interest, to the Participant as part of the Annual Reconciliation in accordance with Section 3.05 following the Contract Year.

The Service Fee and Administrative Fee shall be payable by the Participant for IMA Waste Delivered To the Town Merrick Transfer Station (or, if applicable, to the Facility by or on behalf of the Participant for each Billing Period within 30 days after receipt of the Town's invoice therefor. Invoices remaining unpaid after such 30-day period shall accrue interest at the Interest Rate commencing on such 30th day and continuing until paid. Town invoices shall specify in reasonable detail the calculation of the Service Fee and Administrative Fee for the Billing Period. The Participant's obligation to pay an invoiced amount under this Article V within 30 days of receipt of the applicable invoice shall apply to the entire amount including any portion of the invoiced amount that is being contested or disputed by the Participant. To the extent the Participant disputes any portion of any such payment, it shall include with the payment notice of the dispute with reasonable detail concerning the basis of the dispute. With respect to any Service Fee amounts still due after the last Town invoice under this Solid Waste IMA has been issued (*i.e.*, after the IMA Service Period has expired or the Agreement has been terminated), the Participant shall forward payment of such amounts within 30 days of such expiration or termination. This Section 5.01(b) shall survive the termination or expiration of the Solid Waste IMA.

Section 5.02 Escalation. Commencing and effective on each Escalation Date (which date is currently defined in the Service Agreement as September 1, 2010 and each subsequent September 1st during the Service Term of the Service Agreement), and throughout the IMA Service Period, the Participant's Service Fee shall be subject to adjustment in accordance with Section 5.02 of the Service Agreement (as renumbered and/or amended from time to time). The Town shall provide to the Participant reasonable advance notice of such adjustment to the Service Fee.

Section 5.03 Uncontrollable Circumstances.

(a) The Participant shall pay to the Town, as an adjustment to the Service Fee, Participant's Pro Rata Share of any amount that the Company charges the Town due to a UCC, as provided under the Service Agreement. The Town shall provide to the Participant reasonable advance notice of such adjustment to the Service Fee. Participant shall be bound by the methodology employed by the Town and the Company to apportion the cost of the UCC, as between the Town and the Company, and adjust the Town's service fee under the Service Agreement.

(b) (i) If the Service Agreement is terminated pursuant to Section 5.03(d)(i) of the Service Agreement (as such section may be amended or renumbered from time to time), then the Solid Waste IMA shall terminate on the same date the Service Agreement terminates. The Town shall provide to the Participant prompt notice of such termination. If the Town terminates the Service Agreement pursuant to Section 5.03(d)(i) of the Service Agreement (as such section may be amended or renumbered from time to time) and is obligated to pay a Termination Payment thereunder, then the Participant shall be bound by the Town's determination to terminate the Service Agreement and shall pay to the Town the Participant's Pro Rata Share of the Termination Payment paid by the Town pursuant to Section 5.03(d)(i) of the Service Agreement (as such section may be amended

or renumbered from time to time). The Participant's obligation to pay Participant's Pro Rata Share of the Termination Payment shall survive the termination of the Solid Waste IMA. The Town shall use reasonable efforts to confer with Participant before exercising a right of termination under Section 5.03(d)(i) of the Service Agreement (as such section may be amended or renumbered from time to time).

(ii) Notwithstanding the termination of the Solid Waste IMA pursuant to Section 5.03(b)(i), if the Town exercises its right of first refusal under Section 5.03(d)(ii) of the Service Agreement (as such section may be amended or renumbered from time to time) to recommence delivery of Town Waste under the Service Agreement, then the Participant shall, subject to compliance with the notice requirements of this Section 5.03(b)(ii), have the right to recommence delivery of its IMA Waste pursuant to the terms of the Solid Waste IMA. The Town shall provide to the Participant reasonable advance notice of the Town's intent to exercise its right of first refusal to recommence delivery of Town Waste under the Service Agreement. Such notice shall be provided to the Participant no later than 20 days prior to the Town's exercise of the right of first refusal under the Service Agreement. The Participant shall, within 15 days of the Town's notice to the Participant under this Section, notify the Town whether the Participant intends to recommence delivery pursuant to the terms of the Solid Waste IMA for the remainder of the IMA Service Period on the date specified by the Town subject to Section 4.04(b). If the Town does not receive any such notice from the Participant, then the Town shall assume that the Participant is not seeking to recommence delivery under the Solid Waste IMA. This Section 5.03(b)(ii) shall survive the termination of this Solid Waste IMA pursuant to Section 5.03(b)(i), but in no event extend beyond December 31, 2019.

(c) If the Service Agreement is terminated, based on a Maximum UCC Increase, pursuant to the Service Agreement, then the Solid Waste IMA shall terminate on the date of termination of the Service Agreement. The Town shall provide to the Participant prompt notice of such termination. If the Town terminates the Service Agreement based on a Maximum UCC Increase and is obligated to pay a Termination Payment as a result thereof, then the Participant shall be bound by the Town's determination to terminate the Service Agreement and shall pay to the Town the Participant's Pro Rata Share of the Termination Payment paid by the Town pursuant to the Service Agreement. The Participant's obligation to pay Participant's Pro Rata Share of the Termination Payment shall survive the termination of this Solid Waste IMA.

(d) The Participant shall be bound by Section 5.03(f) of the Service Agreement (as such section may be amended or renumbered from time to time) and shall cooperate with the Town in mitigating the impacts of any UCC.

Section 5.04 Taxes.

(a) The Participant shall pay to the Town, as an adjustment to the Service Fee, Participant's Pro Rata Share of any amount that the Company charges the Town due to a tax, ad valorem levy and/or special assessment imposed on the Facility or against the Company, as provided under the Service Agreement. The Town shall provide to the

Participant reasonable advance notice of such adjustment to the Service Fee. Participant shall be bound by the methodology employed by the Town and the Company to apportion the cost of the tax, ad valorem levy and/or special assessment and adjust the Town's service fee under the Service Agreement.

(b) If the Service Agreement is terminated based on an exceedence of the Company Maximum Tax Increase or the Town Maximum Tax Increase, respectively, then the Solid Waste IMA shall terminate on the same date the Service Agreement terminates. The Town shall provide to the Participant prompt notice of such termination.

Section 5.05 Service Agreement Most Favored Nation. The Participant shall not be entitled to any of the benefits to which the Town may be entitled pursuant to the most-favored nation provisions of the Service Agreement.

ARTICLE VI

Further Agreements

Section 6.01 Reserved

Section 6.02 Right of Termination: Company Performance Security. If the Town exercises its right to terminate the Service Agreement in relation to the Company's performance security obligations under the Service Agreement, then this Solid Waste IMA shall terminate on the date of termination of the Service Agreement. The Town shall provide the Participant notice of termination pursuant to this Section 6.02 within five (5) days of sending its notice of termination of the Service Agreement in relation to the Company's performance security obligations.

Section 6.03 Reserved

Section 6.04 Reserved

Section 6.05 Participant Insurance.

(a) Except as provided herein, consistent with the Service Agreement, the Participant shall obtain and maintain all of the following insurance:

1. Workers' Compensation Insurance as prescribed or permitted by the laws of the State, and Employer's Liability Insurance with a minimum limit of \$500,000.
2. Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of \$2,000,000 combined aggregate, for bodily injury and property damage, or with limits of liability sufficient to support the purchase of an umbrella liability policy described in paragraph (4) below.
3. Comprehensive Automobile Liability Insurance as required by the laws of the state, but with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage, combined single limit, or with limits of liability sufficient to support the purchase of an umbrella liability policy as described in paragraph (4) below.
4. Excess Umbrella Liability Insurance in the amount of \$5 million, excess of the primary policies as set forth in paragraphs (1), (2) and (3), to be reviewed every five years to reflect inflation and other appropriate factors.

(b) Any insurances referenced in this Section 6.05 of the Solid Waste IMA shall be procured from an insurance company with an A.M. Best Rating of A- or above at the time the Certificate of Insurance is issued and licensed to do business in the State of New York

(c) Any policies obtained by the Participant pursuant to this Section shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the Participant and all other insureds, whether named or additional.

(d) The Town may require that the Participant obtain such additional coverage (either as to risk or amount) as the Town shall determine to be reasonably necessary to protect the interests of the Town under this Solid Waste IMA at the sole cost and expense of the Town.

(e) The Town shall have the right, as permitted by law, to have the Town and the Company included as an additional insured on any insurance required under this Section 6.05.

(f) Notwithstanding the foregoing, the Participant may proceed on a self-insured basis except with respect to the coverage required under Sections 6.02(a)(1) and (a)(3) above. The Participant shall provide verification that it is self-insured if the Participant seeks to avoid the obligation to obtain and maintain the insurance coverages specified under this Section 6.05; provided, however, to the extent the Participant subsequently determines during the IMA Service Period not to proceed on a self-insured basis, the Participant shall obtain and maintain all the insurance required under this Section 6.05 of the Solid Waste IMA.

Section 6.06 Reserved

Section 6.07 Reserved

Section 6.08 Reserved

Section 6.09 Reserved

Section 6.10 Reserved

Section 6.11 Reserved

Section 6.12 Title to IMA Waste. Subject to all the Town's and Participant's duties and undertakings under this Solid Waste IMA and applicable law, (i) if the Participant delivers waste directly to the Facility pursuant to this Solid Waste IMA, then Participant shall retain title to such waste until it is Delivered To the Facility and title passes to the Company in accordance with the terms of the Service Agreement; and (ii) if the Participant delivers waste to the Town Merrick Transfer Station pursuant to this Solid

Waste IMA, then title to such waste shall pass to the Town if the Town accepts the waste at the Town Merrick Transfer Station, provided, however, if the Company, upon delivery of such waste by the Town to the Facility, rejects any portion of such waste because it is not Acceptable Waste under the Service Agreement, then title to any such rejected waste shall be deemed not to have passed to the Town and title shall remain with Participant. Under no circumstances shall this Section of the Solid Waste IMA be construed to limit or restrict the Town's priority rights under the Service Agreement or under Sections 4.04(b), 4.04(c) and 9.04(c) hereof. Under no circumstances shall title to the Participant's Hazardous Waste or non-Processible Waste pass to the Town.

Section 6.13 Cost Substantiation. If any party to this Solid Waste IMA shall take exception to the reasonableness of any Cost Substantiation, the party who shall have submitted such Cost Substantiation shall cause an independent certified public accountant and/or the Consulting Engineer to verify the reasonableness of the amount or the basis for such cost, that such cost was actually incurred by such party, and that the allocations of costs to the prices of services or materials were reasonable under the circumstances. The other party may retain its own independent certified public accountant and/or Consulting Engineer to independently verify the materials relied upon to support the Cost Substantiation. If such Cost Substantiation is verified, the cost of such verification shall be borne by the party who took exception to the reasonableness of such Cost Substantiation unless the verification results in a change in cost of 5% or more to the initial Cost Substantiation, in which event the cost of such verification shall be borne by the party of whom the verification was requested. If any party to this Solid Waste IMA shall continue to take exception to the reasonableness of such Cost Substantiation, such dispute shall be resolved in accordance with Article VIII hereof. The Participant shall be bound by the resolution of any dispute between the Town and the Company under the Service Agreement. This Section shall survive the termination or expiration of this Solid Waste IMA.

ARTICLE VII

Default, Remedies and Termination

Section 7.01 Events of Default by the Town. Any one or more of the following events shall constitute an event of default by the Town (a "*Town Event of Default*"):

(a) The Town fails to reasonably enforce its rights under the Service Agreement, including the Company's obligation to accept, in accordance with this Solid Waste IMA, all IMA Waste tendered for delivery by the Participant, up to the amounts the Town is obligated to accept pursuant to the provisions of this Solid Waste IMA.

(b) The Town fails to perform any other material obligation or breaches any material representation or warranty under this Solid Waste IMA.

(c) The Town becomes insolvent, makes an assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, or a receiver is appointed to take charge of the Town's property or affairs.

Notwithstanding the foregoing, in the event a Company Event of Default under the Service Agreement causes the Town not to perform one or more of its obligations under this Solid Waste IMA, the Town's failure to perform such obligation(s) shall not constitute a Town Event of Default under this Solid Waste IMA; provided, however, the Town shall reasonably enforce its rights under the Service Agreement in the event of a Company Event of Default to protect the interests of the Town and the Participant.

Section 7.02 Notice and Opportunity for the Town to Cure. If there is a Town Event of Default under Section 7.01 above, then the Participant shall notify the Town thereof in writing in sufficient detail to specifically identify the Town Event of Default. The Town then shall have an opportunity to cure the Town Event of Default as follows:

(a) If the Town Event of Default is under Section 7.01(a) above, then the Town shall have ten Business Days after its receipt of the Participant's notice to cure such Town Event of Default. If the cure is expected to take more than ten Business Days, then the Town shall have a reasonable time to cure the Town Event of Default provided it is working diligently to cure the Town Event of Default.

(b) If the Town Event of Default is under Section 7.01(b) above, then the Town shall have 30 days to cure the Town Event of Default; provided, however, if the Town cannot cure the Town Event of Default within 30 days but otherwise has promptly commenced and is diligently pursuing the cure, the parties shall agree to a longer period in which to cure the Town Event of Default but in no

event shall the cure period extend beyond 180 days after the Town's receipt of the Participant's notice.

(c) If the Town Event of Default is under Section 7.01(c) above, then the Town shall have 90 days after its receipt of the Participant's notice to cure such Town Event of Default, including without limitation, by commencing an appropriate action to vacate, discharge, stay, bond or otherwise obtain injunctive relief to prevent the prosecution or enforcement of any such proceeding.

If after the applicable cure period the Town Event of Default subsists, then the Town Event of Default shall be deemed an "*Uncured Town Default*."

Section 7.03 Remedies of the Participant.

(a) For any Town Event of Default under Section 7.01(a), the Participant shall have the right to immediately suspend deliveries (confirmed by the Participant's written notice as soon as practicable) of Participant IMA Waste to the Town Merrick Transfer Station (or, if applicable, to the Facility), and avail itself of one or more alternative disposal arrangements, but only to the extent reasonably necessary to cause uninterrupted disposal of Participant's IMA Waste taking into account the then available capacity of the Town Merrick Transfer Station and the then available Processing capacity of the Facility. In addition, but subject to the provisions of Section 7.04 below, the Participant shall (A) for any Town Event of Default unrelated to the Company's performance under the Service Agreement, have the right to recover, and the Town shall owe and pay for, the Participant's direct, actual damages incurred as a result thereof, determined consistent with Section 4.09 in relation to Diverted Waste or (B) for any Town Event of Default related to the Company's performance under the Service Agreement, the Participant shall have the right to recover Participant's Pro Rata Share of any damages recovered by the Town due to a Company Event of Default under the Service Agreement. The remedies described in this Section 7.03(a) are the Participant's sole and exclusive remedies for Town Events of Default under Section 7.01 notwithstanding any other remedy which might be available to the Participant under applicable law or in equity.

(b) (i) Subject to provisions of Section 7.04 below, for any Uncured Town Default unrelated to the Company's performance under the Service Agreement, the Participant shall have the right (i) (A) to specific performance, except where waste is no longer being accepted at the Facility on a permanent basis or (B) to terminate this Solid Waste IMA by providing 30 days written notice of termination to the Town and (ii) to recover its direct, actual damages incurred in connection therewith.

(ii) Subject to provisions of Section 7.04 below, for any Uncured Town Default related to the Company's performance under the Service Agreement, the Participant shall have the right to recover Participant's Pro Rata Share of any damages recovered by the Town due to an Uncured Company Default under the Service Agreement.

(iii) The remedies described in this Section 7.03(b) are the Participant's sole and exclusive remedies for Uncured Town Defaults notwithstanding any other remedy which might be available to the Participant under applicable law or in equity.

(c) This Section 7.03 shall survive the termination or expiration of the Solid Waste IMA.

Section 7.04 Limitation of Town Liability. Notwithstanding any provision to the contrary contained herein, in no event shall the Town's liability to all Participants under all Solid Waste IMAs, for any and all Uncured Town Defaults and Town Events of Default taken together, exceed the aggregate sum of \$2,000,000, escalated on each Escalation Date by multiplying the then effective amount by the Escalation Factor. The Participant shall not be entitled to recover more than Participant's Pro Rata Share of Town's liability limitation hereunder, unless such amount is otherwise apportioned among Participants by a court of competent jurisdiction. Excluded from the stated monetary limitation on liability set forth in this Section 7.04, are the following damages, costs or expenses:

- (i) any economic or operating loss sustained by the Town or any other party in connection with this Solid Waste IMA;
- (ii) any proceeds of insurance policies (including additional umbrella/excess liability insurance) or bonds paid to the Participant;
- (iii) any insurance deductibles paid by the Town, and any amounts paid to the Participant in connection with any insured event which are in excess of the limits of an applicable insurance policy;
- (iv) any amounts paid by the Town to third parties in any legal proceeding;
- (v) any fees, fines or penalties paid by the Town to any governmental body;
- (vi) any indemnity payment (resulting from third party claims) made to the Participant; and
- (vii) any damages payment received by the Town from the Company pursuant to the Service Agreement.

Section 7.05 Events of Default by the Participant. Any one or more of the following events shall constitute an event of default by the Participant (a "*Participant Event of Default*"):

- (a) The Participant fails to make a payment of money owed to the Town within 30 days after the date due. Time is of the essence with respect to all such payments.

(b) The Participant fails to perform any other material obligation or breaches any material representation or warranty under this Solid Waste IMA.

(c) The Participant becomes insolvent, makes an assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, or a receiver is appointed to take charge of the Participant's property or affairs.

Section 7.06 Notice and Opportunity for the Participant to Cure. If there is a Participant Event of Default under Section 7.05 above, then the Town shall notify the Participant thereof in writing in sufficient detail to specifically identify the Participant Event of Default. The Participant then shall have an opportunity to cure the Participant Event of Default as follows:

(a) If the Participant Event of Default is under Section 7.05(a) above, then the Participant shall have five Business Days after its receipt of the Town's notice to cure such Participant Event of Default. Time is of the essence with respect to all such cure.

(b) If the Participant Event of Default is under Section 7.05(b) above, then the Participant shall have 20 days to cure the Participant Event of Default; provided, however, if the Participant cannot cure the Participant Event of Default within 20 days but otherwise has promptly commenced and is diligently pursuing the cure, the parties shall agree to a longer period in which to cure the Participant Event of Default but in no event shall the cure period extend beyond 150 days after the Participant's receipt of the Town's notice.

(c) If the Participant Event of Default is under Section 7.05(c) above, then the Participant shall have 80 days after its receipt of the Town's notice to cure such Participant Event of Default, including without limitation, by commencing an appropriate action to vacate, discharge, stay, bond or otherwise obtain injunctive relief to prevent the prosecution or enforcement of any such proceeding.

If after the applicable cure period the Participant Event of Default subsists, then the Participant Event of Default shall be deemed an "*Uncured Participant Default.*"

Section 7.07 Remedies of the Town.

(a) Subject to Section 7.08 below, for all Participant Events of Default, the Town shall have the right to recover, and the Participant shall owe and pay for, the Town's direct, actual damages incurred as a result thereof, including without limitation, Participant Monthly Shortfall Actual Damages and Participant Annual Shortfall Actual Damages consistent with Section 4.05 for Participant Events of Default under Section 7.05(b) and additional costs incurred by the Town caused by Participant's failure to comply with its obligations under this Solid Waste IMA. The remedies described in this

Section 7.07(a) are the Town's sole and exclusive remedies for Participant Events of Default notwithstanding any other remedy which might be available to the Town under applicable law or in equity.

(b) Subject to the provisions of Section 7.08 below, for any Uncured Participant Default, the Town shall have the right (i) (A) to specific performance or (B) to terminate this Solid Waste IMA by providing 30 days written notice of termination to the Participant and (ii) to recover its direct, actual damages incurred in connection therewith. The remedies described in this Section 7.07(b) are the Town's sole and exclusive remedies for Uncured Participant Defaults notwithstanding any other remedy which might be available to the Town under applicable law or in equity.

(c) This Section 7.07 shall survive the termination or expiration of the Solid Waste IMA.

Section 7.08 Reserved

Section 7.09 Disclaimer of Certain Damages. Notwithstanding anything to the contrary set forth in this Solid Waste IMA, neither the Town nor the Participant shall be liable for or be obligated to pay consequential, special, exemplary, punitive, incidental or indirect damages under any circumstances in connection with the performance or breach of this Solid Waste IMA.

ARTICLE VIII

Dispute Resolution

Section 8.01. Court Proceeding. Subject only to Section 6.13 above and Section 8.02 below, the exclusive means to resolve any dispute between the parties that arises out of this Solid Waste IMA shall be through an action initiated in Supreme Court, Nassau County or United States District Court for the Eastern District of New York.

Section 8.02. Negotiations Prior to Court Proceeding; Limitation. Prior to initiation of any action pursuant to Section 8.01 above, the parties shall promptly meet and attempt in good faith to agree upon the resolution of each disputed matter. Negotiations shall continue toward reaching an agreement until the delivery of a written determination by the Participant or the Town sent to the other that an impasse exists with no likelihood of reaching an acceptable agreement.

Section 8.03. Service Agreement Dispute Resolution. Notwithstanding anything to the contrary in this Solid Waste IMA, the Participant shall be bound by any resolution of a dispute between the Town and the Company pursuant to Service Agreement.

ARTICLE IX

General Provisions

Section 9.01 Assignment. This Solid Waste IMA may not be assigned by either party without the prior written consent of the other party.

Section 9.02 Further Assurances. Each party agrees to (i) execute and deliver any instrument, or perform any acts, that may be necessary or reasonably requested in order to give full effect to this Solid Waste IMA, and (ii) use reasonable efforts to cause all governmental agencies to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party not inconsistent with the provisions of this Solid Waste IMA and not involving the assumption of obligations other than those provided for in this Solid Waste IMA to carry out the intent of this Solid Waste IMA.

Section 9.03 Reserved

Section 9.04 Relationship of the Parties.

(a) Except as otherwise expressly provided herein, no party to this Solid Waste IMA shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Solid Waste IMA shall be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

(b) Notwithstanding Section 9.04(a) herein, the Participant shall be bound by the terms and conditions of the Service Agreement, and any subsequent amendments thereto, to the same extent such terms and conditions are applicable hereunder to the Participant, including, without limitation, adjustments to the Service Fee, waste delivery requirements and procedures, Taxes and Uncontrollable Circumstances. Consistent with Article V, all adjustments, except with respect to host fees of any kind, to the service fee that the Town is obligated to pay under the Service Agreement shall be passed through as an adjustment, in the same manner the Town's service fee under the Service Agreement has been adjusted, to the Participant's Service Fee under this Solid Waste IMA. The Town shall provide to the Participant prompt notice of any amendments to the Service Agreement.

(c) Participant's rights under this Solid Waste IMA shall be no greater than the Town's rights under the Service Agreement. In the event of a conflict, the Town's rights under the Service Agreement shall take priority over Participant's rights under this Solid Waste IMA. Participant shall not interfere with, and shall be bound by, any action by the Town to enforce its rights or meet its obligations under the Service Agreement.

(d) Indemnification: Participant shall indemnify and hold harmless the Town for (i) any damage, event of default or other claim asserted by the Company against the Town under the Service Agreement to the extent such damage, event of default or claim

is, or has been, caused by the acts or omissions of Participant and (ii) any violation of law asserted against the Town to the extent such violation is, or has been, caused by the acts or omissions of Participant. The Participant's obligations under this Section 9.04(d) include all damages, costs and fees incurred by the Town, including but not limited to consultant and attorney fees. This Section 9.04(d) shall survive the termination or expiration of this Solid Waste IMA.

(e) Except as provided herein, neither the Town nor the Participant shall have the right to terminate this Solid Waste IMA for any reason whatsoever. Except as provided herein, unless otherwise agreed by the parties, this Solid Waste IMA shall terminate upon termination of the Service Agreement.

(f) Nothing in this Solid Waste IMA shall be construed to cause the Participant to be deemed a third party beneficiary under the Service Agreement.

Section 9.05 Notices. Except as otherwise expressly provided in this Solid Waste IMA, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by recognized overnight courier service or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to the Participant: Participant's contact information is provided in Exhibit C hereto.

If to the Town: Commissioner of Sanitation
Town of Hempstead,
Department of Sanitation
1600 Merrick Road
Merrick, New York 11566

With copy to: Town Attorney
Town of Hempstead
One Washington Street
Hempstead, New York 11550

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

Section 9.06 Waiver. The waiver by either party of a failure, default or a breach of any provision of this Solid Waste IMA by the other party shall not operate or be construed to operate as a waiver of any other or subsequent failure, default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a failure, default or breach shall not operate or be construed to operate as a waiver of such failure, default or breach.

Section 9.07 Modifications. The provisions of this Solid Waste IMA shall (i) constitute the entire agreement between the parties for the subject matter of this Solid

Waste IMA and (ii) may be modified only by written agreement duly executed by both parties.

Section 9.08 Headings. Captions and headings in this Solid Waste IMA are for ease of reference only and do not constitute a part of this Solid Waste IMA.

Section 9.09 Governing Law. This Solid Waste IMA and any question concerning its validity, construction or performance shall be governed by the laws of the state of New York, irrespective of the place of execution or of the order in which the signatures of the parties were affixed or of the place or places of performance.

Section 9.10 Agreement Construction. Each of the parties expressly declares that it knows and understands the contents of this Solid Waste IMA, has executed this Solid Waste IMA voluntarily and has not relied on any statement not set out in this Solid Waste IMA and the exhibits thereto. Any ambiguity in or dispute about the meaning of any part of this Solid Waste IMA shall not be presumptively construed against its drafter. Each of the parties has obtained the advice of legal counsel of its own choosing before executing this Solid Waste IMA. Each of the parties agrees that it is estopped from arguing that this Solid Waste IMA is unenforceable on grounds that it was procured through economic duress, is against public policy or is void for any other reason.

Section 9.11 Counterparts. This Solid Waste IMA may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which together shall be deemed a single document.

Section 9.12 Severability. In the event that any provision of this Solid Waste IMA shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall, consistent with Section 9.04 of this Solid Waste IMA, negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Solid Waste IMA or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Solid Waste IMA shall remain in full force and effect.

Section 9.13 Reserved

Section 9.14 Stipulation of Settlement. The Participant agrees, during the term of this Solid Waste IMA, to comply with the applicable terms and conditions of the "Joint Stipulation of Settlement", dated October 23, 1986, executed on behalf of the Citizens Committee for Civic Action et al., the Town of Hempstead, American Ref-Fuel Company of Hempstead, and the New York State Department of Environmental Conservation, attached hereto as Exhibit D.

Section 9.15 Reserved

Section 9.16 Local Operations. The Participant shall take all such acts, including but not limited to, the enactment of appropriate local legislation or ordinances regulating the collection and disposal of Solid Waste and enforcement of same so as to promote and require the delivery of Acceptable Waste to the Town System or Facility in accordance with this Solid Waste IMA and to forbid the delivery of Hazardous Waste to the Town System or the Facility. The Participant shall take those steps as may be necessary to insure that private and commercial collectors of Solid Waste operating within the Participant's jurisdiction shall deliver only Acceptable Waste to the Town System or the Facility and shall not delivery Hazardous Waste thereto. The Participant shall Source Separate its waste in accordance with applicable requirements of the New York State Department of Environmental Conservation, the Town, and any agency with jurisdiction, as such requirements may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Solid Waste IMA to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF LONG BEACH

By: Charles T. Theofan
Charles T. Theofan
City Manager

TOWN OF HEMPSTEAD

By: Kate Murray
Kate Murray
Supervisor

Town of Hempstead on behalf of
TOWN OF HEMPSTEAD REFUSE DISPOSAL
DISTRICT

By: Kate Murray
Kate Murray
Supervisor

APPROVED

Richard T. Roxy
COMMISSIONER OF SANITATION

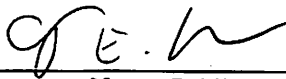
APPROVED AS TO FORM

12/2/10
CHIEF DEPUTY TOWN ATTORNEY 41
DATE 2/2/10

ACKNOWLEDGMENTS

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

On the 30th day of December in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles T. Theofan personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Solid Waste Intermunicipal Agreement, and acknowledged to me that he/she executed the same in his/her capacity on behalf of City of Long Beach, and that by his/her signature on the instrument, City of Long Beach executed the instrument.



Notary Public

COREY E. KLEIN
Notary Public, State Of New York
No. 02KL5039117
Qualified In Nassau County
Commission Expires Feb. 13, 20 11

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

On the 23rd day of February in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Hon. Kate Murray personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Solid Waste Intermunicipal Agreement, and acknowledged to me that she executed the same in her capacity on behalf of the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, and that by her signature on the instrument, the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District executed the instrument.



Notary Public

NASRIN GINAI AHMAD
Notary Public, State Of New York
No. 01AH6077030
Qualified In Nassau County
Commission Expires July 1, 20 10

EXHIBIT A

Service Agreement

SERVICE AGREEMENT

between

COVANTA HEMPSTEAD COMPANY

and

THE TOWN OF HEMPSTEAD

and

**The Town of Hempstead on Behalf of
THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT**

Dated as of December 11, 2007

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SERVICE AGREEMENT

This Service Agreement (this "*Agreement*") is entered into as of December 11, 2007, by and among Covanta Hempstead Company, a New York general partnership with offices at 40 Lane Road, Fairfield, New Jersey 07004 (the "*Company*"), the Town of Hempstead, New York, a municipal corporation of the State of New York, with offices at One Washington Street, Hempstead, New York 11550 and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, a district established pursuant to the Town Law of the State of New York and the Nassau County Civil Divisions Act, as amended, with offices at One Washington Street, Hempstead, New York 11550 (the Town and the District, collectively, the "*Town*").

Recitals

- A. The Town and the Company are parties to that certain Service Agreement dated as of December 1, 1985 (the "*Original Agreement*"), pursuant to which the Company has designed and built, and currently is operating and maintaining, a mass burn resource recovery facility for disposing of Acceptable Waste (defined below), producing saleable electricity and recovering other Recovered Resources (defined below) therefrom, which facility is located at 600 Merchants Concourse Westbury, New York 11590 (together with all additions, replacements, appurtenant structures, improvements and equipment in connection therewith, the "*Facility*").
- B. The Original Agreement, subject to the provisions thereof, shall continue in full force and effect throughout the initial term thereof, which expires on August 19, 2009.
- C. In March 2005, the Town issued a draft request for proposals ("RFP") pursuant to General Municipal Law 120-w, seeking proposals from qualified entities for the disposal of the Town of Hempstead's solid waste stream beginning immediately after the term of the Original Agreement. The Town issued a final RFP in August 2005. Based on the proposals received, the Town selected the Company to provide waste disposal services to the Town.
- D. Subject to the provisions of Article II below, this Agreement is legally effective as of the date first above written (the "*Contract Date*"), but shall become operative and commence governing rights, obligations, use, operation and maintenance of the Project (defined below) on August 20, 2009 (the "*Service Commencement Date*") and continuing until the 25th anniversary of the Service Commencement Date, subject to earlier termination in accordance with the provisions of this Agreement (the "*Service Term*").

Agreement

NOW, THEREFORE, for and in consideration of the premises, the mutual obligations undertaken herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Town hereby agree as follows:

ARTICLE I

Definitions and Interpretation

Section 1.01 Incorporation by Reference. The above Recitals are incorporated into this Agreement by this reference. Exhibits "A" through "C" attached to this Agreement are incorporated into this Agreement by this reference.

Section 1.02 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Acceptable Waste" means that portion of Solid Waste which is (i) household Solid Waste, non-Hazardous commercial Solid Waste, permitted non-Hazardous industrial Solid Waste, permitted wood chips or other Solid Waste which is expressly permitted for acceptance at the Facility, and (ii) Processible without damage to or unreasonable wear and tear on the Facility or unreasonable risk of violation of one or more permit conditions, laws or regulations applicable thereto. Acceptable Waste shall not include Hazardous Waste or non-Processible Waste.

"Agreement" is defined in the preamble paragraph hereof.

"Amortized Portion" is defined in Section 5.03(c) hereof.

"Annual Reconciliation" is defined in Section 3.05 hereof.

"Annual Shortfall" is defined in Section 4.05(a) hereof.

"Annual Shortfall Actual Damages" is defined in Section 4.05(b) hereof.

"Annual Tonnage" is defined in Section 4.02 hereof.

"Base Host Fee" is defined in Section 3.01 hereof.

"Billing Period" means each calendar month during the Service Term.

"BTU" means British thermal unit.

"Business Day" means each Monday through and including Saturday, except for Holidays.

"By-Pass Waste" means Town Waste Delivered To the Facility which the Company is obligated to accept pursuant to this Agreement, but which the Company cannot Process and which, therefore, is diverted by the Company from the Facility to another permitted Solid Waste facility. By-Pass Waste shall not include non-Processible Waste.

"Capacity Option" is defined in Section 4.03(a) hereof.

"Capital Cost" is defined in Section 5.03(c) hereof.

"Change in Law" means:

(a) (i) a change after the Contract Date in any federal, state, county, Town or other local law, ordinance, code, rule, regulation or other legislation, or in the interpretation thereof, or (ii) the imposition of any material conditions on the issuance or renewal of any official permit, license or approval after the Contract Date, which in the case of either (i) or (ii) establishes requirements which make the operating, maintenance or capital costs of the Project more, or less, burdensome than those on the Contract Date;

(b) the order or judgment, after the Contract Date, of a federal, state or local court, administrative agency or governmental body, if it is not also the result of the willful or negligent action or inaction of the party relying thereon; provided, however, that neither the contesting in good faith of any such order or judgment nor the failure so to contest shall constitute or be construed as a willful or negligent action or inaction of such party; or

(c) the suspension, termination, interruption, denial or failure of renewal, after the Contract Date, by any administrative agency or governmental body of any permit, license, consent, authorization or approval essential to the operation of the Project, except any license for the technology required to operate the Facility; provided, however, that such acts or events shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith of any such suspension, termination, interruption, denial or failure of renewal nor the failure to so contest shall constitute or be construed as a willful or negligent action or inaction of such party.

Change in Law shall not include the following:

(i) a change in the nature or severity of the actions typically taken by a governmental authority to enforce compliance with any federal, state, county, Town or other local law, ordinance, code, rule, regulation or other legislation in effect on the Service Commencement Date;

(ii) the imposition of a host community payment, tax or other compensation made to a governmental body related to By-Pass Waste; or

(iii) acts, events and circumstances with respect to permitting risk to the extent associated with a Company decision to undertake further development at the Facility Site or modify the existing Facility.

"Company" is defined in the preamble paragraph hereof.

"Company Event of Default" is defined in Section 7.01 hereof.

"Company Maximum Tax Increase" is defined in Section 5.04(e) hereof.

"Company Waste" means all Acceptable Waste, other than Town Waste, which is Delivered To the Facility and accepted by the Company.

"Company Waste Arrangement" means any contractual arrangement, whether written or oral, expressed, implied or imposed by operation of law, by which the Company is obligated to accept Company Waste for Processing at the Facility.

"Consulting Engineer" means a nationally recognized consulting engineer or a nationally recognized consulting engineering firm, with demonstrated experience in the area of mass burn Solid Waste resource recovery facilities.

"Consumer Price Index" or ***"CPI"*** means the 12-month average beginning in July and ending in June of the subsequent calendar year of the Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for All Items, All Urban Consumers, Not Seasonally Adjusted for New York-Northern New Jersey-Long Island, NY-NJ-CT-PA and reported in the CPI Detailed Report Series ID CUURA101SA0, CUUSA101SA0. Such 12-month average shall be rounded to the minimum number of decimal places as the monthly values reported in such series. If the Consumer Price Index, as described above, used for the calculation of the Escalation Factor ever ceases to be published, then the parties shall substitute in good faith a replacement index that most closely resembles the Consumer Price Index as so used.

"Contract Date" is defined in Recital D hereof.

"Contract Year" means, beginning on the Service Commencement Date, August 20, 2009 through August 31, 2010, and thereafter means each 12 consecutive calendar month period commencing on September 1st of each year and ending on August 31 of the subsequent year, provided however that the final Contract Year shall end at the end of the Service Term.

"Cost Substantiation" means, with respect to any cost, a certificate signed by an authorized representative of the party requesting payment of such cost, setting forth, in reasonable detail, the amount of and basis for such cost and stating that such cost was actually incurred by such party as a direct result of an event giving such party the right to reimbursement under this Agreement and further stating and demonstrating that such cost

is a competitive and reasonable price for the service or materials supplied. Any dispute with respect to Cost Substantiation shall be resolved in accordance with Section 6.13 hereof.

"CPI Annual Escalation" is defined in the definition of Escalation Factor.

"Decrease Date" is defined in Section 4.03(b) hereof.

"Deliver To" or "Delivered To" means the tipping of trucks carrying Acceptable Waste at the Facility.

"Delivery Schedule" is defined in Section 4.01 hereof.

"District" means the Town of Hempstead Refuse Disposal District.

"Diverted Waste" is defined in Section 4.09 hereof.

"Dollar" or "\$" means legal tender of the United States.

"Escalation Date" means September 1, 2010 and each subsequent September 1st during the Service Term.

"Escalation Factor", which shall be rounded to five decimal places, means one of the following, whichever applies:

(a) If the quotient of (i) the CPI calculated for the 12-month period (July-June) immediately prior to the applicable Escalation Date, divided by (ii) the CPI calculated the 12 month period (July-June) prior to the immediately preceding Escalation Date (or the Service Commencement Date for the first Escalation Date) (**"CPI Annual Escalation"**) is equal to or greater than 1.0000 and less than or equal to 1.028, then the Escalation Factor is equal to the CPI Annual Escalation;

(b) If the CPI Annual Escalation is greater than 1.028 and less than or equal to 1.045, then the Escalation Factor is equal to

$$1.02800 + [0.5 (\text{CPI Annual Escalation} - 1.02800)];$$

(c) If the CPI Annual Escalation is greater than 1.045, then the Escalation Factor is equal to

$$1.03650 + [0.75 (\text{CPI Annual Escalation} - 1.04500)]; \text{ or}$$

(d) if the CPI Annual Escalation is less than 1.00000 (**"Lesser Result"**) for any Escalation Date, then the Escalation Factor for such Escalation Date shall be 1.00000, and the shortfall, measured as a decimal fraction, below 1.00000 shall be carried forward and applied to the first subsequent calculation(s) not yielding a

Lesser Result until such shortfall is fully utilized to negate the effect of future escalations, if any.

"Facility" is defined in Recital A hereof.

"Facility Site" means the parcel of land on which the Facility is located, together with all rights, titles, interests and appurtenances relating thereto.

"First Notice" is defined in Section 5.03(a) hereof.

"First Tier Waste Host Fee" is defined in Section 3.02 hereof.

"GAAP" means United States Generally Accepted Accounting Principles, consistently applied.

"Good Industry Practice" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operating, maintenance, repair, replacement and management practices in the waste-to-energy and independent electric power industries as observed in the northeast United States, including, at a minimum the operating, maintenance, repair, replacement and management practices of the Company and its affiliates employed at the Facility prior to and after the Commencement Date.

"Hazardous Waste" means Solid Waste which as of the Service Commencement Date and by reason of its composition or character is harmful, toxic or dangerous or is hazardous waste as defined in either the Solid Waste Disposal Act, as amended from time to time, and the regulations thereunder, or under equivalent New York statutes, and the regulations thereunder. If any governmental agency or unit having appropriate jurisdiction shall determine that substances which are not, as of the Service Commencement Date, considered harmful, toxic or dangerous, are harmful, toxic or dangerous, then such substances shall be Hazardous Waste for the purposes of this Agreement as of the effective date of such determination.

"Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

"Host Fees" is defined in Article III hereof.

"IDA" is defined in Section 2.03 hereof.

"Inclusions" is defined in the definition of Uncontrollable Circumstances.

"Increase Date" is defined in Section 4.03(a) hereof.

"Increment" is defined in Section 4.03(a) hereof.

"Insufficiency Tonnage" is defined in Section 4.13 hereof.

"Interest Rate" means one hundred basis points greater than the prime rate of interest as published from time to time in the Wall Street Journal, or if no longer published, a suitable replacement index representing the interest rate that United States commercial banks charge their most creditworthy business borrowers.

"Lesser Result" is defined in the definition of Escalation Factor, above.

"Letter of Credit" is defined in Section 6.02(b) hereof.

"Maximum Annual Tonnage" is defined in Section 4.01 hereof.

"Maximum Daily Tonnage" is defined in Section 4.01 hereof.

"Maximum Monthly Tonnage" is defined in Section 4.01 hereof.

"Maximum UCC Increase" is defined in Section 5.03(e) hereof.

"Maximum Weekly Tonnage" is defined in Section 4.01 hereof.

"Minimum Monthly Tonnage" is defined in Section 4.01 hereof.

"Minimum Annual Tonnage" is defined in Section 4.01 hereof.

"Mitigation" is defined in Section 4.05(a) hereof.

"Monthly Shortfall" is defined in Section 4.05(a) hereof.

"Monthly Shortfall Actual Damages" is defined in Section 4.05(b) hereof.

"Municipal Solid Waste" means Solid Waste that is collected and disposed of by, or on behalf of, a governmental entity or public authority.

"Net Per Ton Tip Fee" is defined in Section 5.05(b) hereof.

"New County Tax" is defined in Section 5.04(c) hereof.

"New Town Tax" is defined in Section 5.04(a) hereof.

"Original Agreement" is defined in Recital A hereof.

"Parent" is defined in Section 6.02(a) hereof.

"Parent Guaranty" is defined in Section 6.02(a) hereof.

ARTICLE IV

Operation of Facility: **Delivery and Processing of Solid Waste**

Section 4.01 Waste Delivery Schedule. The Town shall be permitted to deliver up to the Maximum Daily Tonnage, the Maximum Weekly Tonnage, the Maximum Monthly Tonnage and the Maximum Annual Tonnage, respectively, in each such applicable time period during the Service Term. The following definitions shall apply:

“Maximum Daily Tonnage” means the daily maximum tonnage, subject to adjustment as provided in this Agreement, set forth in Exhibit A attached hereto (the ***“Delivery Schedule”***).

“Maximum Weekly Tonnage” means the weekly maximum tonnage, subject to adjustment as provided in this Agreement, set forth in the Delivery Schedule.

“Maximum Monthly Tonnage” means the maximum tonnage, subject to adjustment as provided in this Agreement, listed for each month in the Delivery Schedule.

“Minimum Monthly Tonnage” means the minimum tonnage, subject to adjustment as provided in this Agreement, listed for each month in the Delivery Schedule.

“Minimum Annual Tonnage” means the sum of the Minimum Monthly Tonnages in a Contract Year.

“Maximum Annual Tonnage” means the sum of the Maximum Monthly Tonnages in a Contract Year.

For each Contract Year, the Minimum Monthly Tonnages and Maximum Monthly Tonnages in the Delivery Schedule shall be subject to reasonable redistribution through a modification to the Delivery Schedule mutually agreed to in writing between the Town and the Company, which redistribution shall occur, if at all, no later than April first of the preceding Contract Year. Any such redistribution shall not modify the Minimum Annual Tonnage, Maximum Annual Tonnage or Annual Tonnage (defined below), except in accordance with this Article IV.

Section 4.02 Town Commitment to Deliver Acceptable Waste. Commencing on the Service Commencement Date and continuing throughout the Service Term, the Town shall Deliver To or cause to be Delivered To the Facility not less than the applicable Minimum Monthly Tonnage (as adjusted in accordance with this Article IV) and, for each Contract Year, not less than 420,000 Tons (as adjusted in accordance with this Article IV and, as so adjusted, the ***“Annual Tonnage”***) of Acceptable Waste or pay

Monthly Shortfall Actual Damages (defined below) and Annual Shortfall Actual Damages (defined below) in accordance with Section 4.05 hereto. All Acceptable Waste described in this Section 4.02 shall originate in Nassau or Suffolk Counties, New York. Except as provided in Section 4.03 relating to Capacity Options (defined below), at least 95% of all Acceptable Waste Delivered To the Facility by or on behalf of the Town shall originate in the Town of Hempstead, New York.

Section 4.03 Town Option to Increase Annual Tonnage.

(a) The Town shall have the right, at its option and on one or more occasions (each a *"Capacity Option"*), to increase the Annual Tonnage by up to a total of an additional 120,000 TPY, in four separate increments of 30,000 TPY each (each an *"Increment"*), but only in accordance with the provisions of this Section 4.03. If the Town desires to exercise any such Capacity Option, then the Town shall provide advance written notice of such exercise to the Company, which notice shall specify an effective date for the increase in the Annual Tonnage (an *"Increase Date"*) not earlier than as provided in the table below:

<u>30,000 TPY Increment</u>	<u>Earliest Increase Date</u>
First	six months after exercise notice
Second	12 months after exercise notice
Third	24 months after exercise notice
Fourth	36 months after exercise notice

Any Capacity Option exercised by the Town to increase the Annual Tonnage shall, in all cases, also increase the Minimum Annual Tonnage and Maximum Annual Tonnage by the same amount in TPY as of the applicable Increase Date. Unless the parties agree otherwise in writing, any Increment exercised by the Town pursuant to this Section 4.03(a) shall increase the Minimum Monthly Tonnages and Maximum Monthly Tonnages on a pro-rata basis as of the applicable Increase Date.

(b) Once the Town exercises a Capacity Option, the exercise is irrevocable for a period of two years after the Increase Date. Thereafter, the Town shall have the right, at its option, to revoke any such exercise by providing advance written notice of revocation to the Company, which notice shall specify an effective date for the decrease in the Annual Tonnage (a *"Decrease Date"*) not earlier than as provided in the table below:

<u>30,000 TPY Increment</u>	<u>Earliest Decrease Date</u>
First	six months after revocation notice
Second	12 months after revocation notice
Third	24 months after revocation notice
Fourth	36 months after revocation notice

Any decrease in Annual Tonnage exercised by the Town pursuant to this Section 4.03(b) shall, in all cases, also decrease the Minimum Annual Tonnage and Maximum Annual Tonnage by the same amount in TPY as of the applicable Decrease Date. Unless the parties agree otherwise in writing, any decrease exercised by the Town pursuant to this Section 4.03(b) shall decrease the Minimum Monthly Tonnages and Maximum Monthly Tonnages on a pro rata basis as of the applicable Decrease Date.

The Town must exercise and revoke Capacity Options for the First through Fourth Increments sequentially. In no event may the Town exercise or revoke a Capacity Option for other than one or more whole Increments. All waste delivered pursuant to a Capacity Option shall originate in the Town of Hempstead, New York.

(c) Notwithstanding the provisions of Section 4.03(a), the Town shall have the right to exercise one or more Capacity Options (subject to the general aggregate limit of 120,000 TPY) specifying an Increase Date of the Service Commencement Date by providing written notice of such exercise to the Company on or before September 1, 2008. Any such exercise by the Town shall be subject to the provisions of Section 4.03(b).

(d) The Maximum Daily Tonnage and Maximum Weekly Tonnage set forth in the Delivery Schedule shall increase by 125 Tons per day and 1250 Tons per week, respectively, on each Increase Date associated with each Capacity Option exercised in accordance with Section 4.03(a) or (c). The Maximum Daily Tonnage and Maximum Weekly Tonnage set forth in the Delivery Schedule, as previously adjusted by any prior Increments, shall decrease by 125 Tons per day and 1250 Tons per week, respectively, on each Decrease Date associated with each decrease in Annual Tonnage pursuant to Section 4.03(b).

(e) Notwithstanding the provisions of Section 4.03(b), the Town shall have no liability, including, but not limited to, making payments of Monthly Shortfall Actual Damages and Annual Shortfall Actual Damages, for failing to deliver or causing to be delivered the last 15,000 TPY of the increased Annual Tonnage (or that pro rata portion of the corresponding Minimum Monthly Tonnages reflecting such 15,000 TPY) caused by the aggregate of all exercised and effective Capacity Options.

Section 4.04 Company Commitment to Accept, Process and/or Dispose of Acceptable Waste.

(a) Except as provided in Sections 4.09, 4.15 and 5.03(f) of this Agreement, commencing on the Service Commencement Date and continuing throughout the Service Term, the Company shall accept and Process all Acceptable Waste Delivered To the Facility by or on behalf of the Town; provided, however, the Company may reject Town Waste (i) delivered at hours other than the Receiving Time, (ii) delivered in amounts greater than the Maximum Daily Tonnage on any Business Day from 12:01 a.m. to 12:00 midnight, (iii) delivered in amounts greater than the Maximum Weekly Tonnage during any calendar week beginning on Monday at 12:01 a.m. and ending on Sunday at 12:00

midnight, (iv) delivered in amounts greater than the Maximum Monthly Tonnage in any month, or (v) delivered in amounts greater than the Maximum Annual Tonnage in any Contract Year. Notwithstanding the foregoing, the Company shall accept Town Waste Delivered To the Facility in excess of the Maximum Daily Tonnage, Maximum Weekly Tonnage, Maximum Monthly Tonnage or Maximum Annual Tonnage to the extent there is available storage and Processing capacity at the Facility and if doing so would not violate any applicable law, regulation or permit condition or limit the Company from meeting any of its Company Waste Agreement obligations, all as determined by the Company in its sole discretion. Any waste delivered by or on behalf of the Town which the Company rightfully rejects shall be disposed of by the Town at the Town's sole cost and expense, including without limitation, handling, transfer, loading, transportation and disposal costs.

(b) The Company shall give first priority, in terms of Facility capacity, to the acceptance of Town Waste over the acceptance of Company Waste such that at no time, except as provided for in Section 4.04(a), will the Company reject Town Waste in favor of Company Waste. The Company shall expressly provide for such first priority as to Town Waste in all arrangements for the Processing of Company Waste. Notwithstanding the foregoing provisions of this Section 4.04(b), this Section 4.04(b) shall not apply to any Mitigation (defined below) arrangements or to Company Waste arrangements entered into under Section 4.13 pursuant to an Insufficiency Tonnage described therein. The Company shall not give operational priority (*i.e.*, queuing) to the acceptance of waste Delivered To the Facility on behalf of any entity other than the Town, other than for special waste deliveries (excluding APHIS). The Company shall use all reasonable efforts to prevent commingling of the packer truck and transfer trailer trucks queuing lines at the Facility.

Section 4.05 Shortfalls, Mitigation and Damages.

(a) (i) If the Town fails to Deliver To the Facility the required Minimum Monthly Tonnage in a particular month during a Contract Year, then the "**Monthly Shortfall**" shall be the positive difference, if any, between the Minimum Monthly Tonnage and the sum of (x) the actual Tons of Acceptable Waste Delivered To the Facility by or on behalf of the Town during the applicable month and (y) the actual Tons of waste treated as Diverted Waste during the applicable month. Notwithstanding the foregoing, if the Town has exercised a Capacity Option in accordance with Section 4.03, then the calculation of the required Minimum Monthly Tonnage shall be reduced in accordance with Section 4.03(e) prior to determining if there is Monthly Shortfall and, if so, prior to calculation of the Monthly Shortfall Actual Damage, if any. If a Monthly Shortfall occurs, then (x) the Company shall use all reasonable commercial efforts to mitigate the Monthly Shortfall by arranging alternative deliveries of Acceptable Waste to the Facility by one or more third parties ("**Mitigation**"), and (y) the Company shall have the right to recover in its next invoice, and the Town shall owe and pay for, the Company's Monthly Shortfall Actual Damages (defined below) in accordance with 4.05(b).

(ii) If at the end of a Contract Year the Town failed to Deliver To the Facility the required Annual Tonnage in that Contract Year, then the "**Annual Shortfall**" shall be the positive difference, if any, between the Annual Tonnage and the sum of (x) the actual Tons of Acceptable Waste Delivered To the Facility by or on behalf of the Town during the Contract Year and (y) the actual Tons of waste treated as Diverted Waste during the Contract Year. Notwithstanding the forgoing, if the Town has exercised a Capacity Option in accordance with Section 4.03, then the calculation of the Annual Tonnage shall be reduced in accordance with Section 4.03(e) prior to determining if there is Annual Shortfall and, if so, prior to calculation of the Annual Shortfall Actual Damage, if any. If an Annual Shortfall occurs, then (x) the Company shall use all reasonable commercial efforts to pursue Mitigation for the Annual Shortfall, and (y) the Company shall have the right to recover through the Annual Reconciliation, and the Town shall owe and pay for, the Company's Annual Shortfall Actual Damages (defined below) in accordance with 4.05(b).

(iii) Notwithstanding the foregoing in (i) and (ii) above, the Town shall not be obligated to make any Monthly Shortfall Actual Damages or Annual Shortfall Actual Damages payments to the extent part, or all, of the Monthly Shortfall or Annual Shortfall is the result of a UCC, other than that described in Section 4.12.

(b) (i) "**Monthly Shortfall Actual Damages**" means (x) the aggregate Service Fee for the Monthly Shortfall, minus (y) the positive difference, if any, between (A) all amounts actually received by the Company in Mitigation, and (B) all incremental costs incurred by the Company in Mitigation, including without limitation, transportation and handling costs and broker fees; provided, however, if the broker fees are owed to an affiliate of the Company, then they shall be limited to no more than 15% of the applicable Mitigation tip fee for purposes of this Section 4.05.

(ii) "**Annual Shortfall Actual Damages**" means (x) the aggregate Service Fee for the Annual Shortfall, minus (y) the positive difference, if any, between (A) all amounts actually received by the Company in Mitigation, and (B) all incremental costs incurred by the Company in Mitigation, including without limitation, transportation and handling costs and broker fees; provided, however, if the broker fees are owed to an affiliate of the Company, then they shall be limited to no more than 15% of the applicable Mitigation tip fee for purposes of this Section 4.05. Notwithstanding anything to the contrary in the foregoing, (i) if at the end of the Contract Year the sum of (a) the actual Tons of Acceptable Waste Delivered To the Facility by or on behalf of the Town during the Contract Year and (b) the actual Tons of waste treated as Diverted Waste during the Contract Year is at least the Annual Tonnage, then the sum of the Monthly Shortfall Actual Damages paid by the Town to the Company during the Contract Year shall be reimbursed, without interest, by the Company to the Town as part of the Annual Reconciliation required under Section 3.05; and (ii) if at the end of the Contract Year the Town incurred both Monthly Shortfall Actual Damages and an Annual Shortfall, then either (1) the positive difference, if any, between the sum of the Monthly Shortfall Actual Damages and the Annual Shortfall Actual Damages shall be reimbursed, without interest, by the Company to the Town as part of the Annual Reconciliation required under Section

3.05, or (2) the positive difference, if any, between the Annual Shortfall Actual Damages and the sum of the Monthly Shortfall Actual Damages shall be paid, without interest, by the Town to the Company as part of the Annual Reconciliation required under Section 3.05.

(iii) For purposes of determining Monthly Shortfall Actual Damages or Annual Shortfall Actual Damages, the price for Mitigation Tons: (i) shall be the actual price of Tons used to offset the applicable shortfall, or (ii) if such Tons cannot be specifically identified, shall be deemed to be the average price for the Tons of all Company Waste Tons Delivered To the Facility during the month in which the applicable Monthly Shortfall occurs, or if not related to any particular Monthly Shortfall, the average price during the Contract Year in which the applicable shortfall occurs other than, in either case (1) special waste (*i.e.*, pharmaceuticals, APHIS, waste requiring special handling or witness observation upon destruction) Tons, (2) Tons of Municipal Solid Waste Delivered To the Facility by or on behalf of a municipality under an agreement other than this Agreement, and (3) Tons Delivered To the Facility under an agreement with a non-municipal party with a term greater than one year.

Section 4.06 Operation and Maintenance of the Facility.

(a) The Company shall operate and maintain the Facility consistent with Good Industry Practice and in such manner as to enable the Facility to receive and Process Town Waste in accordance with this Agreement and consistent with good operating practice for plants similar to the Facility.

(b) The Company shall establish and maintain safety procedures for the Facility at a level consistent with applicable law and Good Industry Practice. The Town shall cause its haulers delivering Town Waste to the Facility to follow such safety procedures.

(c) The Company shall maintain the aesthetic appearance and physical condition of the Facility, Facility Site, and appurtenances in accordance with Good Industry Practice. Consistent with applicable law, the Company shall maintain the Facility and the Facility Site at all times in a neat, orderly and, litter-free condition, including but not limited to, providing maintenance, implementing necessary repairs, purchasing and installing necessary replacement equipment or parts for the Facility, and maintaining a reserve of spare parts. After delivery to the Facility and acceptance by the Company, no Solid Waste may be stored outside of the Facility structure, except in accordance with applicable federal, state and local laws, rules, codes, ordinances and regulations.

(d) The Company shall operate the Facility in compliance with all applicable federal, state and local laws, rules, codes, ordinances and regulations, including without limitation, those pertaining to the environment and the federal Occupational Safety and Health Act, as amended. The Company shall obtain and/or maintain all permits, licenses and approvals for operating and maintaining the Facility.

Section 4.07 Service Coordination. The Town shall by the Service Commencement Date designate in writing a person to act as the Town's Service Coordinator with respect to the day-to-day matters which may arise during the performance of this Agreement, and such person shall have authority pursuant to such written designation to transmit instructions and receive information and confer with the Company's Service Coordinator. At any time after the Service Commencement Date, the Town may designate in writing an interim or replacement Service Coordinator. The Company shall by the Service Commencement Date designate in writing a person to act as the Company's Service Coordinator with respect to the day-to-day matters which may arise during the performance of this Agreement, and such person shall have authority pursuant to such written designation to transmit instructions and receive information and confer with the Town's Service Coordinator. At any time after the Service Commencement Date, the Company may designate in writing an interim or replacement Service Coordinator. The Service Coordinators for the Town and the Company shall jointly develop and plan for daily coordination of efforts with respect to the Facility in order that the parties to this Agreement may perform their obligations hereunder in the most expeditious manner possible and shall jointly update and revise such plan from time to time. Neither the above plan nor its execution shall change, alter or amend any provision of this Agreement.

Section 4.08 Town's Visitation of the Facility; Record Keeping, Reporting and Testing.

(a) The Town, its agents and its representatives including the Consulting Engineer shall have, at any reasonable time during the term of this Agreement and upon prior reasonable notice to the Company, the right to visit and to take visitors through the Facility in order to observe and to permit others to observe the various services which the Company performs, and to cause to be conducted at the Town's cost and expense a review of the Facility and Facility records to determine in general whether the Company is in compliance with its obligations under this Agreement; provided, however, that such visitations and reviews shall not interfere with the Company's rights and obligations under this Agreement. In connection with such visitations and reviews, the Town shall, on behalf of itself, its agents and representatives, comply, and cause its agents and representatives to comply, with all reasonable rules and regulations adopted by the Company, including a requirement that such persons visiting the Facility sign a statement and agree (i) to assume the risk of the visitations and reviews but not the risk of injury due to the intentional or negligent acts of the Company and (ii) not to disclose or use any confidential information of the Company or its licensor other than for the purpose for which such information was furnished unless such information is in the public domain, becomes part of the public domain, was previously known by such persons, or is made available from other sources not bound by any confidentiality restriction.

(b) (i) The Company shall on and after the Service Commencement Date establish and maintain an information system to provide storage and ready retrieval of Facility operating and maintenance data, including all information reasonably necessary to verify calculations made pursuant to this Agreement. Such information system shall

be maintained either at the Facility or at another local location (*i.e.*, within a 50-mile driving distance of the Facility) accessible to the Town. The Town may at its cost and expense and with full cooperation of the Company inspect the Facility, including the Facility scales and computer systems, to determine whether the Company is accurately recording the information reasonably necessary to calculate any factor, cost, fee or payment required under this Agreement, including the Host Fees in accordance with Article III hereof and the Service Fee in accordance with Article V hereof. In the event that such inspection shall reveal that such records are not accurate, or the Company is not complying with this Agreement, the Company shall have 30 days from receipt of written notice from the Town of such failure to dispute any such report or correct any material deficiency. The Town shall furnish the Company with a copy of the report made as a result of such inspections.

(ii) The Company shall prepare and maintain adequate books and records and accounts of all transactions related to this Agreement, and the Town may inspect and audit all records pertaining to billing related to this Agreement between 9:00 a.m. and 5:00 p.m., Monday through Friday.

(iii) The Company shall provide the Town, together with the invoice for each Billing Period, the following operating data and information:

(1) The quantities of Town Waste and other waste Delivered To the Facility, including monthly and cumulative year-to-date tonnage accepted at the Facility categorized by customer. This includes a separate accounting of all Town Waste and non-Town spot waste, special waste, Municipal Solid Waste, and other Company Waste accepted pursuant to each Company Waste Arrangement;

(2) The quantities of monthly and year-to-date Processed waste and By-Pass Waste;

(3) All information relating to Section 5.05; and

(4) Such other data related to this Agreement reasonably requested by the Town.

(iv) The Company shall provide the Town, its auditors and engineers with reasonable access to scale house, Facility meters and operating and maintenance records. The Company shall maintain all daily weight records and other operating and maintenance records for a period of three years.

Section 4.09 Delayed Delivery and Diverted Waste.

(a) Delayed Delivery. To the extent that the Company reasonably determines the Facility is unable to accept Town Waste that the Company otherwise is obligated to accept in accordance with Article IV during the Receiving Time for any calendar day, the Company may request the Town to hold Town Waste at one or more transfer stations in

the Town for later delivery to the Facility, and the Town shall, to the extent allowed by applicable law and to the extent capacity is reasonably available in such transfer stations, comply with such request; provided, however, the Company shall pay the Town, subject to Cost Substantiation, for all increased costs (such as overtime costs) associated with such delayed deliveries, including any associated with transportation, handling, and administrative costs. For purposes of determining whether the Town has delivered the applicable Minimum Monthly Tonnage or Annual Tonnage, any waste so held at the Town's transfer stations shall be deemed to be Delivered To the Facility on the date(s) on which the Company made the request to hold such waste at the transfer stations.

Furthermore, the Maximum Daily Tonnage and Maximum Weekly Tonnage limits shall not apply to the extent such delayed deliveries result in exceeding these maximums. To the extent the Town is unable to reasonably comply with such request, the Town shall have the right to divert such Town Waste to an alternative disposal site and such Town Waste shall be treated as Diverted Waste pursuant to Section 4.09(b). The Company shall pay to the Town such costs, following Cost Substantiation, by providing the appropriate credit on the next Company invoice(s) issued pursuant to Section 5.01 below, provided, however, with respect to any such amounts still due after the last Company invoice under this Agreement has been issued (*i.e.*, after the Service Term has expired or the Agreement has been terminated), the Company shall forward such amount within 30 days of such expiration or termination.

(b) The Company shall notify orally and via email the Town's Service Coordinator if it reasonably anticipates it will be unable to accept Town Waste at the Facility that the Company is otherwise obligated to accept in accordance with Article IV. Any Town Waste not Delivered To the Facility pursuant to such request by the Company and any Town Waste diverted from the Facility because it was not, or could not be, accepted by the Company in accordance with Article IV shall be referred to as "***Diverted Waste.***" Such oral and email notice to divert Town Waste shall be made as soon as practicable and followed by a written notice provided by the Company within five Business Days of such oral and email notice. In such notice the Company shall specify the reasons for not being able to accept Town Waste and the anticipated length of time the Company will be unable to accept Town Waste at the Facility. The Town shall arrange for the disposal of Diverted Waste at another disposal facility; provided, however, the Company shall pay the Town, subject to Cost Substantiation, the positive difference, if any, between (A) the sum of (i) the disposal cost of such Diverted Waste at such disposal facility and (ii) any costs associated with such Diverted Waste, including without limitation transportation, handling, disposal and administrative costs; and (B) the sum of (i) the Service Fee that would have been paid for such Diverted Waste and (ii) any costs which would have been incurred by the Town had the Town Delivered To the Facility the Diverted Waste, including without limitation transportation, handling, disposal and administrative costs. The Company shall pay to the Town such costs, following Cost Substantiation, by providing the appropriate credit on the next Company invoice(s) issued pursuant to Section 5.01 below, provided, however, with respect to any such amounts still due after the last Company invoice under this Agreement has been issued (*i.e.*, after the Service Term has expired or the Agreement has been terminated),

the Company shall forward such amount within 30 days of such expiration or termination.

Section 4.10 Receiving and Operating Hours.

(a) The Company shall keep the Facility open for the receipt of Town Waste during the Receiving Time. The Company may request and accept the delivery of Town Waste at times other than the Receiving Time at no additional cost to the Town; provided, however, the Town is under no obligation to comply with such request.

(b) The Town may request the Company to accept deliveries of Town Waste at times other than the Receiving Time upon seven days prior written notice or, in the event of the occurrence of a natural disaster or other emergency condition, on such shorter notice as may be practicable. During such disaster or other emergency condition, the Company shall use reasonable efforts to accommodate the Town's request, including, but not limited to, allowing the Town to Deliver To the Facility Tons in excess of the Maximum Daily Tonnage and Maximum Weekly Tonnage. If the Company accepts Town Waste pursuant to this Section 4.10(b), the Town shall, subject to Cost Substantiation, pay all additional incremental costs reasonably incurred by the Company as a result thereof.

Section 4.11 Weighing of Waste Deliveries. The Company shall maintain weighing facilities at the Facility for the purpose of determining the total tonnage of all waste Delivered To the Facility. Each vehicle delivering waste to the Facility shall be weighed-in. The tare weight of each such vehicle shall be recorded and kept on file; provided, however, the Town may from time to time request the Company to weigh-in and weigh-out trucks for a limited period of time. If at any time testing of the weighing facilities at the Facility indicates that the scales do not meet the accuracy requirements of applicable law, the scale records actually recorded during the preceding 30 days shall be addressed by mutual agreement of the Town and the Company. If all weighing facilities are incapacitated or are being tested, the Company shall estimate as accurately as practicable the quantity of the waste delivered on the basis of truck volumes and estimated data obtained from historical information pertinent to the delivery of such waste. These estimates shall take the place of actual weighing records during the scale outage; provided, however, where vehicles carrying Town Waste have been weighed at a Town transfer station such recorded weights shall be utilized. If all Facility weighing facilities (including without limitation temporary or portable weighing facilities moved on site by the Company) are not operating for more than ten Business Days, the Town shall have the right to divert Town Waste in accordance with Section 4.09(b). The Company shall provide copies of all weight records to the Town. The Town hereby reserves the right to have its representatives present at the scale house on the Facility Site during the Receiving Time.

Section 4.12 Strikes. In the event that the employees employed to operate the Facility shall engage in a strike or other labor dispute, the Company shall take all reasonable actions to assure continual operation of the Facility, and the Town shall

remain obligated to cause Town Waste to be Delivered To the Facility; provided, however, if the Company reasonably determines that it cannot prudently continue to so operate the Facility, then the Company shall notify the Town that the Facility cannot accept Town Waste until the Company determines that it can operate the Facility and the strike or other labor dispute shall be treated as an Uncontrollable Circumstance solely to the extent of the Company's obligation to accept Town Waste at the Facility. Such Uncontrollable Circumstance shall not allow Company to increase the Service Fee or excuse the Company from making any payments otherwise due the Town under this Agreement, including without limitation the payment of the Base Host Fee and Host Fees other than the Base Host Fee for Tons Delivered To the Facility and the reimbursement of additional costs incurred by the Town in treating Town Waste as Diverted Waste in accordance with Section 4.09 during such strike or labor dispute. In the event that the employees employed by or on behalf of the Town to collect, transfer and/or haul Acceptable Waste to the Facility shall engage in a strike or other labor dispute, the Town shall take all reasonable actions to continue to deliver Acceptable Waste to the Facility, and the Company shall remain obligated to accept Town Waste Delivered To the Facility; provided, however, if the Town reasonably determines that it cannot prudently continue to deliver Acceptable Waste to the Facility, then the Town shall so notify the Company that the Town will not deliver Acceptable Waste until the Town determines that it can do so, and the strike or other labor dispute shall be treated as an Uncontrollable Circumstance solely to the extent of the Town's obligation to deliver Town Waste to the Facility. Such Uncontrollable Circumstance shall not excuse the Town from making payments otherwise due the Company under this Agreement, including without limitation the payment of the Service Fee for Tons Delivered To the Facility and payment of Monthly Shortfall Actual Damages and Annual Shortfall Actual Damages.

Section 4.13 Company Waste. The Company may accept Company Waste subject, however, to the first priority to be given to Town Waste as provided in Section 4.04(b) above. Subject to the provisions of Section 4.04 above, the Company may enter into Company Waste Arrangements to the extent of excess Facility capacity. In addition, and notwithstanding the provisions of Section 4.04(b), in the event that the Town in any two consecutive full Contract Years shall fail to deliver at least 90% of the then applicable Annual Tonnage to the Facility, the Company shall have the right, exercisable upon written notice by Company to the Town after the end of such second Contract Year, to enter into one or more Company Waste Arrangements for tonnage up to the average of such two Contract Year insufficiency of tonnage below the applicable Annual Tonnage (the "*Insufficiency Tonnage*"). Any such Company Waste Arrangements so entered into by the Company shall reduce the then applicable Annual Tonnage and the Town priority, but only to the extent of the Insufficiency Tonnage and only to the extent of the terms of such Company Waste Arrangement(s). Such reduction of the Annual Tonnage shall decrease the then existing Minimum Annual Tonnage and the Maximum Annual Tonnage by the Insufficiency Tonnage, and the Maximum Daily Tonnage, the Maximum Weekly Tonnage, the Minimum Monthly Tonnages and the Maximum Monthly Tonnages on a pro-rata basis. The Town shall have the right to restore the Annual Tonnage (to include such Insufficiency Tonnage amount), and the Town priority, by giving the Company at least 22 months written notice thereof such that the increased

Annual Tonnage (and Town priority therefor) may be in place for the Contract Year immediately following the 22-month notice period. In the event of such increase, the Minimum Annual Tonnage and Maximum Annual Tonnage shall be increased by the Insufficiency Tonnage, and the Maximum Daily Tonnage, the Maximum Weekly Tonnage, the Minimum Monthly Tonnages and the Maximum Monthly Tonnages shall be increased on a pro rata basis.

Section 4.14 Delivery and Removal of Non-Processible Waste and Hazardous Waste.

(a) The Company shall, with respect to the acceptance of Company Waste at the Facility, establish contractual requirements or other appropriate notification or inspection procedures designed to assure, in accordance with the federal Solid Waste Disposal Act, as amended, that Hazardous Wastes are not received at or Processed in the Facility. Promptly after delivery to the Facility, by or on behalf of the Town, of any waste which in the Company's reasonable judgment may be Hazardous Waste or non-Processible Waste, the Company shall notify the Town by telephone or in person of the particulars of such delivery, followed by written confirmation as soon as reasonably possible. The Town shall have the right to inspect its trucks entering the Facility, so long as such inspection conforms to the Company's reasonable procedures and does not unreasonably interfere with the operation of the Facility. The Company shall be responsible for identifying the source of any non-Processible Waste or Hazardous Waste Delivered To the Facility. Removal, transport and disposal of Hazardous Waste and non-Processible Waste shall be in accordance with all applicable laws, rules and regulations.

(b) The Company shall cause the removal of Hazardous Waste and non-Processible Waste from the Facility Site, and the transportation and disposal of such waste, at the Company's sole cost and expense; provided, however, if it is established through proof provided in writing by the Company to the Town that such Hazardous Waste or non-Processible Waste was Delivered To the Facility by or on behalf of the Town, then the Company shall cause, with the full cooperation of the Town, the removal, transportation, and disposal of such waste at the sole cost and expense of the Town. In the absence of such proof, the Town shall have no responsibility for costs and expenses associated with the removal, transportation or disposal of such waste.

(c) If the Project is damaged or destroyed as a result of the delivery of non-Processible Waste or Hazardous Waste, the Company shall clean, repair or reconstruct the Project at the Company's sole cost and expense; provided, however, if it is established through proof provided in writing by the Company to the Town that such Hazardous Waste or non-Processible Waste was Delivered To the Facility by or on behalf of the Town, then the Company shall, with the full cooperation of the Town, clean, repair or reconstruct the Project at the Town's sole cost and expense. In the absence of such proof, the Town shall have no responsibility for costs and expenses associated with the cleaning, repair or reconstruction of the Project. Any insurance proceeds available for such cost and expense shall be used to reduce the Town's obligation, if any, hereunder.

(d) Subject to the provisions of Sections 4.14(b) and 4.14(c), to the extent the delivery of non-Processible Waste or Hazardous Waste to the Facility by the Town or by any third party causes damage or destruction of the Project and such event constitutes a UCC, then (i) the Company shall, to the extent provided under Section 5.03, be excused from performance under this Agreement, excluding any payment obligations to the Town (other than for damages in respect of non-performance to the extent so excused), and (ii) notwithstanding anything to the contrary in Section 5.03, the Service Fee shall not be adjusted on account thereof.

Section 4.15 By-Pass Waste and Residue Removal and Disposal. The Company shall have the right and be solely responsible for handling, removing, transporting and disposing of By-Pass Waste and paying all costs therefor. Except as expressly provided in Section 5.03, the Company shall be solely responsible for handling, removing, transporting and disposing of Residue. The Company shall not rely on this Agreement to operate a transfer station at the Facility Site.

Section 4.16 Sale of Recovered Resources. The Company shall have the sole and absolute right, at the Company's option, and pursuant to such terms and conditions as the Company determines in its sole and absolute discretion, to sell, trade, donate or otherwise alienate any and all Recovered Resources, solely for the account of the Company.

ARTICLE V

Service Fee

Section 5.01 Service Fee. Commencing on the Service Commencement Date, the Town shall pay to the Company an initial service fee of \$78.95 per Ton for the first 420,000 Tons of Town Waste Delivered To the Facility each Contract Year under this Agreement and \$88.00 per Ton for each Ton of Town Waste Delivered To the Facility in excess of 420,000 Tons each Contract Year under this Agreement. The initial service fee is subject to adjustment as provided in this Article V (as adjusted, the "*Service Fee*"). Such adjustments to the Service Fee, as the circumstances necessitate, may be expressed (i) on a per Ton basis or (ii) otherwise. In the case of clause (i), the adjustment shall result in a modification to the per Ton amount charged to the Town for Town Waste Delivered To the Facility; and in the case of clause (ii), unless the parties agree otherwise as permitted by this Article V, the adjustment shall not result in a modification to the per Ton amount charged to the Town for Town Waste Delivered To the Facility but shall be stated as a separate charge in the applicable invoice(s) issued by the Company to the Town. The Service Fee shall be payable by the Town for Town Waste Delivered To the Facility for each Billing Period in arrears within 30 days after receipt of the Company's invoice therefor. Invoices remaining unpaid after such 30-day period shall accrue interest at the Interest Rate commencing on such 30th day and continuing until paid. Company invoices for the Service Fee shall specify in reasonable detail the calculation of the Service Fee for the Billing Period. The Town's obligation to pay the Service Fee for Town Waste Delivered To the Facility shall not be excused by a UCC; provided, however, the Town's obligation to pay for any portion of the Service Fee owed by the Town, as previously determined in accordance with Sections 5.03 and 5.04, that is not a function of Tons Delivered To the Facility shall be converted to a cost per Ton Delivered To the Facility as follows: (a) any monthly cost shall be divided by 1/12th of the Annual Tonnage, (b) any annual cost shall be divided by the Annual Tonnage or (c) a similar equitable conversion shall be made for time periods other than one month or one year and for other circumstances where cost is not expressed on a per Ton basis. Notwithstanding anything to the contrary in this Article V, the Town shall not be obligated to pay any portion of the Service Fee, which is expressed on a basis other than a dollar per Ton basis, for waste Delivered To the Facility during a UCC until such portion is converted to a dollar per Ton basis in accordance with the immediately preceding sentence. Where, at the beginning of a Contract Year, costs associated with certain components of the Service Fee cannot be determined with certainty, the parties shall work cooperatively to estimate such costs for inclusion in the Service Fee. Any such estimate shall be subject to Cost Substantiation and reconciliation during the Annual Reconciliation in accordance with Section 3.05 following the Contract Year.

Section 5.02 Escalation. Commencing and effective on each Escalation Date, the Service Fee shall be subject to adjustment by multiplying the then-current Service Fee by the Escalation Factor; provided, however, the following components of the then-current Service Fee shall not be subject to escalation under this Agreement:

(i) any component of the Service Fee that is attributable to the occurrence of an Uncontrollable Circumstance, which results in anything other than an increase or decrease in operation or maintenance costs, including, but not limited to, any Amortized Portion of a UCC cost, fixed payment, or payments made in accordance with a defined schedule; and

(ii) any component of the Service Fee that is attributable to a tax, assessment or levy assessed against the Company, Project or Facility as provided in Section 5.04.

Section 5.03 Uncontrollable Circumstances. Certain obligations of the Company and of the Town, respectively, to perform under this Agreement shall be excused, and the Service Fee shall be subject to an adjustment increase or decrease, due to the occurrence of one or more Uncontrollable Circumstances, but only as provided in this Section 5.03; provided, however, Section 4.12 shall control in the event of a strike or labor dispute that constitutes a UCC, and Section 4.14 shall control in the event Hazardous Waste or non-Processible Waste Delivered To the Facility results in a UCC.

(a) (i) If at any time after the Contract Date a UCC occurs, the party asserting the UCC shall provide written notice thereof to the other party as promptly as reasonably practicable, taking into consideration the size and nature of such UCC (the "**First Notice**"). The First Notice shall specify in reasonable detail to the extent then known by the party asserting the UCC (i) the identity and the date(s) of occurrence or expected occurrence of such UCC, (ii) the effect of such occurrence on the Project and the party's ability to perform its obligations under this Agreement, (iii) the ability, in the case of the Town, to deliver Waste to the Facility, or in the case of the Company, to accept or Process Town Waste at the Facility, and (iv) the net cost increase or decrease, in the case of the Company, incurred or expected to be incurred by the Company. To the extent the foregoing information is not known by the party asserting the UCC at the time of the First Notice, the party shall reasonably supplement the First Notice as such information becomes known.

(ii) Notwithstanding anything to the contrary in this Section 5.03, in the event the First Notice concerns a UCC that is anticipated, or the impacts of which are expected to occur, in the future, the party asserting the UCC shall consult with the other party to identify and consider reasonable and feasible alternatives to respond to the UCC and to determine and select an appropriate response among such alternatives, considering among other things the costs associated with each alternative.

(b) Within 180 days after the occurrence of a UCC, where such UCC is asserted by the Company, (i) the Company shall determine whether and if so, to what extent, the UCC is reasonably expected to permanently reduce the ability of the Facility to accept or Process Town Waste, the estimated net cost of any necessary repairs or reconstruction and the estimated net increase in any operation or maintenance costs caused by the UCC, and (ii) the Company shall provide written notice thereof to the Town (the "**Second Notice**"). Subject to the provisions of Sections 5.03(c), (d), (e) and (f) below, the

Company shall diligently make the necessary repairs or reconstruction, and this Agreement shall remain in effect to the extent of the ability of the Facility to accept or Process Town Waste.

(c) (i) With respect to any UCC for which a party is seeking to adjust the Service Fee, that party shall provide to the other party Cost Substantiation and/or similar substantiation of a cost decrease. Subject to Cost Substantiation or such similar substantiation and to the provisions of Sections 5.03(d) and (e) below, (i) the actual net increase or decrease in operation and maintenance costs of the Facility caused by the UCC, and (ii) the Amortized Portion (defined below) of Capital Costs (defined below) shall be multiplied by the Town's Pro Rata Share, and the product, as an adjustment, shall be added to or subtracted from the amount billed for the Service Fee, commencing with the first Billing Period after the Billing Period in which any such cost increases or decreases are incurred by the Company and continuing when and for so long as such cost increases or decreases are incurred by the Company. The Company shall invoice accordingly, and the Town shall pay such invoices as provided in Section 5.01 above. The "*Amortized Portion*" shall be the monthly debt service associated with the actual, or hypothetical (as described below), financing of the Capital Cost (as defined below) of any asset or project caused by a UCC that has a useful life greater than one year. The "*Capital Cost*" of any such asset or project, includes without limitation or duplication, (s) its purchase price and installation or construction cost, (t) transaction costs of any financing thereof, and (u) capitalized interest associated with the UCC financing, less, without limitation or duplication, (w) interest earnings during construction on any funds related to the UCC financing, (x) any insurance deductible for an insured UCC, (y) insurance proceeds actually received by the Company on account of such UCC and (z) amounts corresponding to insurance proceeds that would have been received for any insurable UCC, to the extent of the required coverage, to the extent such insurance is required under this Agreement but has not been secured by the Company. As a first step, the parties shall determine the total Capital Cost of any asset or project resulting from a UCC and its expected useful life and then apply one of the following four methods, as appropriate. For each of the four methods below, the parties agree that any financing, or hypothetical financing, shall result in approximately equal monthly debt service payments over the term of the financing, provided, however, the parties may mutually agree to use a non-level alternative debt repayment approach over the term of the financing to either avoid, if possible, exceeding the threshold amount in any year specified in Section 5.03(e), or to provide for a more gradual increase in the impact on the Service Fee. The term of any such financing shall be over the expected useful life of the asset or project unless agreed-to otherwise by the parties. If the actual financing includes a construction loan followed by a permanent financing, then the Amortized Portion during the construction period shall be the actual interest payments on such construction loan. The parties shall utilize reasonable efforts to minimize Capital Cost and financing costs of the UCC, including, without limitation, the use of tax-exempt private activity or other tax exempt bonds:

(A) If the entire Capital Cost of the asset or project is financed over a term equal to the expected useful life of the asset or project (or if mutually agreed to by the

parties, in either the Town's or Company's sole discretion, a longer period of time), then the Amortized Portion shall be the actual debt service associated with such financing;

(B) If the entire Capital Cost of the asset or project is financed over a term that is less than the useful life of the asset, then the Amortized Portion shall be determined by calculating a hypothetical monthly debt service assuming the entire capital cost is financed using the actual monthly interest rate (or annual interest rate divided by 12) associated such financing, but repaid assuming a level monthly mortgage style repayment schedule over the useful life of the asset or project;

(C) If the Company internally funds the entire Capital Cost of the asset or project, then the Amortized Portion shall be determined by calculating a hypothetical monthly debt service which would be payable on a loan having a principal amount equal to the Capital Cost of such capital asset or project. The hypothetical loan shall assume (i) an interest at a rate equal to "Interest Rate swap" for the number of years equal to the useful life of the asset or project as reported in the Federal Reserve Statistical Release for the Business Day when the capital asset is purchased or construction or installation of the capital asset or project begins (the interest rate shall be determined by interpolation if an interest rate term so reported does not equal the useful life of the asset or project) and (ii) a level monthly mortgage style repayment schedule over the useful life of the asset or project; or

(D) If a portion of the Capital Cost of the asset or project is financed and the balance is internally funded by the Company, then the Amortized Portion shall be the sum of (A) or (B) above for the financed portion, whichever applies, and (C) above for the Company funded portion.

Any estimate of the Amortized Portion of the cost impact of a UCC shall be based on reasonable assumptions using the methodology described above. Except in the case of financing that includes a construction loan, the repayment schedule over the useful life of the asset or project, shall be the period beginning on the completion of construction or installation of such asset, or project, and ending on the last day of the useful life of such capital asset, or project. In the case of a financing that includes a construction loan, the repayment schedule shall be the period beginning date the construction loan begins and ends on the last day of the useful life of such capital asset, or project.

(ii) Notwithstanding the foregoing, where the Company incurs a non-capitalized one-time or periodic cost eligible for a Service Fee adjustment (e.g., an operating cost increase), the parties may, but shall not be required to, agree on a mechanism by which the Town pays its Pro-Rata Share of such cost including, where appropriate, interest over an agreed-upon extended period.

(d) (i) If the Second Notice provides that the UCC is expected, based on reasonable proof, to permanently reduce the ability of the Facility to accept or Process Acceptable Waste to a level less than the 667,000 TPY, then the Company shall have the right to terminate this Agreement by providing to the Town at least 180 days written

notice of termination delivered within 30 days after such Second Notice; provided however, in the event the Company terminates the Agreement pursuant to this Section 5.03(d)(i), the Company shall be required to provide to the Town, on an annual basis, the quantities of waste Processed at the Facility each year thereafter and the Town shall have the right to audit the Company's records consistent with Section 4.08 to confirm such annual quantities (and the Company's reporting obligation and the Town audit rights shall survive the termination of this Agreement by the Company pursuant to this Section 5.03(d)(i), but in no event extend beyond August 19, 2034). If the Second Notice provides that the UCC is expected to reduce, for a period of three years or more, the ability of the Facility to accept or Process Town Waste to a level less than the Maximum Annual Tonnage, then the Town shall have the right to terminate this Agreement by providing to the Company at least 180 days written notice of termination delivered within 30 days after the Second Notice; provided, however, the Town also shall have the right to terminate the Agreement by providing to the Company written notice of termination delivered after such 30-day period and within 30 days after: (i) the Company fails, for reasons other than UCCs or fault of the Town, to promptly and diligently undertake to restore Facility capacity to accept at least the Maximum Annual Tonnage, (ii) the Town provides written notice of such failure to the Company, and (iii) the Company does not cure such failure within 20 days after its receipt of such written notice from the Town. If the Town is the party exercising the right to terminate, then the Town shall pay to the Company the Termination Payment (defined below) as a condition of such termination. Upon such termination, neither the Town nor the Company shall have any further rights or obligations under this Agreement, except for any rights or obligations which have matured or accrued as of the date of termination. "**Termination Payment**" means 25% of the Town's Pro Rata Share, multiplied by the outstanding principal, premium, if any, and any accrued interest, or complete defeasance, as applicable, on or of any indebtedness incurred by the Company to finance the cost of prior UCCs occurring on or after the Contract Date.

(ii) If, after the Company has terminated the Agreement in accordance with Section 5.03(d)(i) based on the expectation at that time that the Facility's ability to accept or Process waste would be permanently reduced to a level below 667,000 TPY, the Company subsequently determines that the Facility will operate and be able to accept or Process waste at a level at or above 667,000 TPY or the Facility actually Processes waste at a level at or above 667,000 TPY in any continuous 12-month period, then the Company shall promptly provide notice of such determination to the Town. The Company's notice shall include the expected date by which such level of operation will be or was achieved. The Town shall have the right of first refusal to secure Processing capacity at the Facility, up to the Maximum Annual Tonnage as adjusted and in effect prior to the termination, on the terms and conditions set forth in this Agreement for the remainder of the Service Term as if the Agreement had not been terminated by the Company. The Town's right of first refusal shall be exercised, if at all, within 60 days of receipt of the Company's notice; provided, however, the Town shall have the right to specify an effective date of such right (*i.e.*, the date on which the Town would recommence delivery of waste under this Agreement) within 2 years of receipt of the Company's notice. This Section 5.03(d)(ii) shall survive the termination of this

Agreement by the Company pursuant to Section 5.03(d)(i), but in no event extend beyond August 19, 2034.

(e) If at any time after the Contract Date, one or more UCCs collectively increase, or would increase, the Service Fee, or the Company's unreimbursed cost of performing its obligations under this Agreement, by more than \$17.28 per Ton, escalated in accordance with the Escalation Factor on each Escalation Date (the "*Maximum UCC Increase*"), then each of the Company and the Town shall have the right to terminate this Agreement by providing to the other party at least 365 days written notice of termination delivered within 60 days of such Maximum UCC Increase occurring. On or before the 180th day after any such notice of termination, the party which did not exercise such right of termination shall have the right to avoid such termination by undertaking in writing to bear the UCC cost of both parties above the Maximum UCC Increase and paying to the party exercising such termination all amounts such terminating party has then incurred above the Maximum UCC Increase. If the Town is the party exercising such right to terminate, then the Town shall pay to the Company the Termination Payment as a condition of such termination. Upon such termination, neither the Town nor the Company shall have any further rights or obligations under this Agreement, except for any rights or obligations which have matured or accrued as of the date of termination. As it pertains to the Town, determining the per-ton cost of one or more UCCs collectively, shall be the Town's Pro Rata Share of the total actual annual, or projected annual, costs for all UCCs, including all Amortized Portions, divided by the Maximum Annual Tonnage. As it pertains to the Company, determining the per-ton cost of one or more UCCs collectively, shall be the Company's Pro Rata Share of the total annual, or projected, costs for all UCCs, including all Amortized Portions, divided by the difference between 909,000 and (ii) Maximum Annual Tonnage.

(f) Except as expressly provided in this Agreement, neither the Town nor the Company shall be liable to the other for any failure or delay in performance of any obligation under this Agreement if such failure or delay in performance is a result of the occurrence of an Uncontrollable Circumstance. The party whose performance under this Agreement has been affected by an Uncontrollable Circumstance shall provide prompt notice to the other party of (i) the commencement and the cessation of such Uncontrollable Circumstance; and (ii) the areas where costs associated with such Uncontrollable Circumstance can be reduced and the approximate amount of the costs. Whenever an Uncontrollable Circumstance shall occur, the party claiming to be adversely affected thereby shall, as quickly as reasonably possible, mitigate the cause thereof, undertake alternative performance if reasonable under the circumstances, and shall to the extent reasonable under the circumstances, reduce costs, including without limitation, pursuing applicable insurance proceeds and shall resume performance under this Agreement, as quickly as reasonably possible. The parties shall limit costs incurred in anticipation of an Uncontrollable Circumstance to those reasonably calculated to prevent or diminish the loss or damage. Each party shall give prompt written notice to the other party of the commencement of any proceeding or other official action which is likely to result in a Change in Law or other Uncontrollable Circumstance.

(g) Notwithstanding anything to the contrary in this Section 5.03, under no circumstances shall the Company be entitled to any Service Fee adjustment or other payment by the Town under this Agreement for an event or occurrence that takes place between the Contract Date and the Service Commencement Date and otherwise would qualify as an Uncontrollable Circumstance under this Agreement, if such event or occurrence is treated as an Uncontrollable Circumstance under the Original Agreement and to the extent the Company receives from the Town under the Original Agreement reimbursement of the Town's portion of the costs thereof.

(h) Notwithstanding anything to the contrary in this Section 5.03, in no event shall the Service Fee be decreased by reason of increased costs incurred by the Town as a result of a UCC, including, without limitation, in collecting waste, accepting waste at the Town's facilities, processing or sorting waste at the Town's facilities, or delivering waste to the Facility.

Section 5.04 Taxes. The Service Fee shall be subject to an adjustment increase, due to the assessment against the Company of certain taxes and, effective August 20, 2017, certain ad valorem levies and special assessments (if any), but only as provided in this Section 5.04.

(a) Subject to Cost Substantiation, the Service Fee shall be subject to an adjustment increase equal to 100% of the Company's liability for any New Town Tax (defined below) which is applicable to the Company but which is not generally applicable to other taxpayers. Such Service Fee adjustment increase shall commence with the first Billing Period after the Billing Period in which the Company incurs any such New Town Tax and continuing when and for so long as the Company continues to incur such New Town Tax. The Company shall invoice accordingly, and the Town shall pay such invoices as provided in Section 5.01 above. "*New Town Tax*" means a tax approved by vote of the Town Board after the Contract Date, the collection of which benefits the Town, regardless of the name given to the tax and whether the tax applies to businesses and/or individuals, but excluding increases in taxes existing as of the Contract Date and the pending taxes identified on Exhibit "B" attached hereto. The term "New Town Tax" does not include (i) any "special ad valorem levy" or "special assessment" as those terms are defined, as of the Contract Date, in Section 102 of the New York Real Property Tax Law, or (ii) any new Town tax that replaces a special ad valorem levy or special assessment after the Contract Date based on a consolidation, reconfiguration or elimination of one or more special districts; provided, however, any special ad valorem levy or special assessment that replaces a New Town Tax imposed after the Contract Date shall continue to be treated as a New Town Tax under Sections 5.04(a) and 5.04(b).

(b) Subject to Cost Substantiation, the Service Fee shall be subject to an adjustment increase equal to the Town's Pro Rata Basis for any New Town Tax (defined above) which is generally applicable to taxpayers. Such Service Fee adjustment increase shall commence with the first Billing Period after the Billing Period in which the Company incurs any such New Town Tax and continuing when and for so long as the

Company continues to incur such New Town Tax. The Company shall invoice accordingly, and the Town shall pay such invoices as provided in Section 5.01 above.

(c) Subject to Cost Substantiation, the Service Fee shall be subject to an adjustment increase equal to the Town's Pro Rata Basis for any New County Tax (defined below) which is applicable to the Company but which is not generally applicable to other taxpayers. Such Service Fee adjustment increase shall commence with the first Billing Period after the Billing Period in which the Company incurs any such New County Tax and continuing when and for so long as the Company continues to incur such New County Tax. The Company shall invoice accordingly, and the Town shall pay such invoices as provided in Section 5.01 above. "*New County Tax*" means a tax approved by vote of the Nassau County Legislature and signed by the County Executive after the Contract Date, the collection of which benefits Nassau County, regardless of the name given to the tax and whether the tax applies to businesses and/or individuals, but excluding increases in taxes existing as of the Contract Date and the pending taxes identified on Exhibit "B" attached hereto. The term "New County Tax" does not include (i) any "special ad valorem levy" or "special assessment" as those terms are defined, as of the Contract Date, in Section 102 of the New York Real Property Tax Law or (ii) any New County Tax that replaces a special ad valorem levy or special assessment after the Contract Date based on a consolidation, reconfiguration or elimination of one or more special districts; provided, however, any special ad valorem levy or special assessment that replaces a New County Tax imposed after the Contract Date shall continue to be treated as a New County Tax under this Section 5.04(c).

(d) Subject to Cost Substantiation, commencing on August 20, 2017, the Service Fee shall be subject to an adjustment increase equal to 25% of the Town's Pro Rata Share of the amount of any special ad valorem levy or special assessment (if any) imposed upon the Project thereafter and payable by the Company. Such Service Fee adjustment increase shall commence with the first Billing Period after the Billing Period in which the Company incurs any such special ad valorem levy or special assessment following August 19, 2017; provided, however, the parties may, but shall not be required to, agree on a mechanism by which the Town pays its share of such amount(s) including, where appropriate, interest over an agreed-upon extended period. The terms "special ad valorem levy" and "special assessment" are defined in Section 102 of the New York Real Property Tax Law. Notwithstanding the preceding sentence, for purposes of this Section 5.04(d) only, (i) any New Town Tax or New County Tax that replaces a special ad valorem levy or special assessment after the Contract Date based on a consolidation, reconfiguration or elimination of one or more special districts shall continue to be treated, as the case may be, as a special ad valorem levy or special assessment and (ii) any special ad valorem levy or special assessment that replaces, after the Contract Date, a New Town Tax shall continue to be treated as a New Town Tax under Section 5.04(a) or Section 5.04(b), as applicable, and any special ad valorem levy or special assessment that replaces, after the Contract Date, a New County Tax shall continue to be treated as a New County Tax under Section 5.04(c).

(e) If at any time after the Contract Date, the portion of any and all taxes (construed broadly in accordance with the common meaning of the word but shall not include income taxes or sales taxes or increases therein), special ad valorem levies and special assessments which does not increase the Service Fee pursuant to this Section 5.04 collectively increases the Company's cost of performing its obligations under this Agreement by more than \$5,500,000 per calendar year, escalated in accordance with the Escalation Factor (the "*Company Maximum Tax Increase*"), then the Company shall have the right to terminate this Agreement by providing to the Town at least 365 days written notice of termination delivered within 60 days after such Company Maximum Tax Increase occurring. On or before the 180th day after any such notice of termination, the Town shall have the right to avoid such termination by undertaking in writing to bear such cost of the Company above the Company Maximum Tax Increase and paying to the Company all such taxes, levies and assessments the Company has then incurred above the Company Maximum Tax Increase. Upon such termination, neither the Town nor the Company shall have any further rights or obligations under this Agreement, except for any rights or obligations which have matured or accrued as of the date of termination.

(f) If at any time after the Contract Date, the Service Fee adjustment increases pursuant to Sections 5.04(c) and 5.04(d) by more than \$3,000,000 per calendar year, escalated in accordance with the Escalation Factor (the "*Town Maximum Tax Increase*"), then the Town shall have the right to terminate this Agreement by providing to the Company at least 365 days written notice of termination delivered within 60 days after such Town Maximum Tax Increase occurring. On or before the 180th day after any such notice of termination, the Company shall have the right to avoid such termination by undertaking in writing to bear the Service Fee adjustment increase above the Town Maximum Tax Increase and paying to the Town the Service Fee adjustment increase the Town has then incurred above the Town Maximum Tax Increase. Upon such termination, neither the Town nor the Company shall have any further rights or obligations under this Agreement.

Section 5.05 Most Favored Nation. The Service Fee shall be subject to an adjustment decrease, as provided in this Section 5.05.

(a) In the event that (1) the Company enters into one or more agreements with a single waste supplier which, when taken together (including any options which have been exercised) total six months or more in any one-year period and provide for the disposal of 5,000 tons or more of Municipal Solid Waste, and (2) under said agreement(s), said waste supplier pays a Net Per Ton Tip Fee (defined below) which is below that charged to the Town under this Agreement, then the Town shall receive a rebate for the difference between the Net Per Ton Tip Fee the Town pays and the Net Per Ton Tip Fee paid by said supplier whose Net Per Ton Tip Fee is less. Such rebate shall be applicable only to the number of tons of waste on which said other supplier paid a lower Net Per Ton Tip Fee.

(b) The term "Net Per Ton Tip Fee" means the total amount paid to the Company for the Processing of Municipal Solid Waste by any supplier to the Company in

any year (adjusted for transportation), less any host fees paid by the Company to said supplier involved and less any discounts, regardless of what they are called or how they are characterized, less, in one or more concurrent agreements between the Company and such supplier concerning both the disposal of Municipal Solid Waste at the Facility and disposal of Residue generated at the Facility, any premium in the disposal fee paid by the Company over market rates for Residue disposal (the existence of said premium, if any, to be determined based on market rates existing or reasonably forecast at the time such agreements are executed), provided to that supplier all divided by the number of Tons of waste delivered by the supplier to the Company for disposal in that year. In the case of the Town, the term Net Per Ton Tip Fee shall not include fees attributable to adjustments under Sections 5.04(a) or 5.04(b) of this Agreement.

(c) This Section 5.05 shall apply only if the waste involved is delivered by or contracted through a governmental entity or by a private entity providing services on behalf of a governmental entity. This Section 5.05 shall not apply to any waste delivered to the Facility in Mitigation of Monthly or Annual Shortfalls in the Town's delivery obligations under the Agreement or Delivered to the Facility under a Company Waste Arrangement entered into as a result of an Insufficiency Tonnage.

(d) In order to effectuate the purposes of this Section 5.05, the Company shall annually furnish the Town with a statement, sworn to by a certified public accountant and the appropriate vice president of the Company (who may be the same person), identifying any agreements which meet the conditions of this section and providing all relevant information. In the event there are no such agreements, the sworn statement shall so indicate.

ARTICLE VI

Further Agreements

Section 6.01 Licenses, Approvals and Permits. The Town shall provide such cooperation as may be reasonably requested by the Company in connection with obtaining in a timely manner the licenses, approvals and permits required of the Company in relation to the Facility.

Section 6.02 Performance Security: Parent Guaranty.

(a) The obligations and liabilities of the Town under this Agreement are subject to the delivery to the Town, and continuing maintenance for the term of this Agreement, of an unconditional and irrevocable guarantee (the "*Parent Guaranty*"), executed by Covanta Holding Corporation (the "*Parent*"), naming the Town as beneficiary, attached hereto as Exhibit C. If the Parent fails to maintain the Parent Guaranty in accordance with the terms of this Section 6.02 and the terms of the Parent Guaranty, then the Town shall have the right to terminate this Agreement at any time without any obligation to pay any termination payment of any kind.

(b) If (i) the Parent's net worth falls below the Parent Net Worth Threshold, as such term is defined in the Parent Guaranty, and (ii) the Parent fails to supply to the Town the letter of credit as specified in the Parent Guaranty ("*Letter of Credit*") within 10 Business Days of receipt of the Town's demand that the Parent supply such Letter of Credit, then the Town shall have the right to terminate this Agreement without any obligation to pay any termination payment of any kind. The Town's termination right under this Section 6.02(b) shall be exercised, if at all, within 60 days of the deadline by which the Parent was required to supply the Letter of Credit but failed to do so. If the Town exercises its right to terminate, then the Town may specify any date within six months of such Letter of Credit deadline as the effective date of the Town's termination of the Agreement.

(c) Notwithstanding Section 6.02(b), upon each annual certification (as required in accordance with the Parent Guaranty) following the time at which the Parent's net worth has fallen below the Parent Net Worth Threshold, the Town also shall have the right to terminate this Agreement in accordance with this Section 6.02(c), unless (i) such annual certification confirms that the Parent's then net worth now exceeds the Parent Net Worth Threshold or (ii) the Parent has supplied to the Town, prior to the annual certification, a Letter of Credit as specified in the Parent Guaranty. The Town's termination right under this Section 6.02(c) shall be exercised within 60 days of each applicable annual certification at which either clause (i) or clause (ii) above is not satisfied. If the Town exercises its right to terminate, then the Town may specify any date within six months of the applicable annual certification deadline as the effective date of the Town's termination of the Agreement.

(d) Notice of the Town's termination pursuant to this Section 6.02 shall be made in accordance with Section 9.05 of this Agreement.

Section 6.03 Tax Owner. The Company and the Town hereby acknowledge and agree between them that, as allowed under applicable law, the Company will be the owner of the Project for federal and state income tax purposes and will be entitled to claim depreciation deductions and investment tax credits with respect to the Project. No provision of this Section 6.03 shall impose any express or implied obligation of indemnity or compensation upon the Town with respect to the matters set forth in this Section 6.03, including any subsequent ruling that the Company is not the owner for federal and state income tax or depreciation purposes.

Section 6.04 Company Insurance.

(a) The Company shall, at its own expense, and without expense to the Town, obtain and maintain the following insurance to the extent available, legally and on commercially reasonable terms, with respect to the Facility.

1. **Commercial General Liability Insurance.**

- a. The Company shall obtain Commercial General Liability Insurance coverage, inclusive of the following:
 - i. Contractual Liability Coverage – oral and written.
 - ii. Personal Injury & Advertising Injury Liability Coverage – at policy limits.
 - iii. Premises Medical Payments Coverage - \$10,000.
 - iv. Host Liquor Law Liability Coverage.
 - v. Fire Legal Liability Coverage - \$500,000.
 - vi. Incidental Malpractice Liability Coverage including first aid training and CPR's.
 - vii. Non-owned Watercraft (under 50 ft. in length) Liability Coverage.
 - viii. Worldwide Liability Coverage.
 - ix. Additional Persons Insured – Employees.
 - x. Bodily Injury Coverage, including death.
 - xi. Automatic Coverage – Newly Acquired Organizations – 120 days.
 - xii. Property Damage Coverage, including without limitation, coverage for explosion, collapse, fire, lightning and underground hazards.
- b. All exclusions relating to employees, alienated premises, assumed liability and contractual coverages are to be deleted.

- c. Personal injury coverage shall be extended to include without limitation mental anguish, mental injury, humiliation, shock, and where allowable by law, discrimination.
- d. The Commercial General Liability policy shall provide the following extensions of coverages:
 - i. Location Endorsement to be extended to include offsite storage and operations necessary or incidental for the Facility.
 - ii. Cross Liability Endorsement – Severability of Interest.
 - iii. Knowledge of Occurrence.
 - iv. Notice of Occurrence.
 - v. Unintentional Failure to Report Hazards.
- e. The limits of the policy shall not be less than \$5,000,000 per occurrence for bodily injury and property damage or that amount required to purchase an umbrella policy as required herein.
- f. The policy shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the Company and all other insureds, whether named or additional.

2. Worker's Compensation.

- A. The Company shall obtain Worker's Compensation coverage and shall obtain a certificate of insurance from each contractor and each of their subcontractors of any tier.
- B. The required coverage shall include without limitation the following:
 - a. Statutory Coverage for Workers' Compensation.
 - b. Employers Liability – Coverage B \$1,000,000 or limit sufficient to support purchase of an umbrella policy.
 - c. Endorsements:
 - i. Broad Form All States.
 - ii. Voluntary Compensation
 - iii. Longshoremen and Harbor workers.
 - iv. Jones Act (where applicable).
 - v. Borrowed Servant.
 - vi. Foreign Voluntary Compensation.

vii. Stop Gap Employers Liability (where applicable).

3. Automobile Liability Insurance

- A. The Company shall obtain automobile liability insurance covering all owned, non-owned, leased, rented or hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.
- B. The policy shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the Company and all other insureds, whether named or additional.

4. Umbrella Liability Coverage

- A. The Company shall obtain a combination of umbrella and as broad as primary excess coverage with limits totaling not less than \$25,000,000, subject to annual adjustment pursuant to the Escalation Factor.
- B. The policy shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the Company and all other insureds, whether named or additional.

5. Pollution Legal Liability

- A. The Company shall obtain Pollution Legal Liability coverage, including without limitation coverage for bodily injury and property damage. Coverage shall not be for less than \$5,000,000 per claim. The policy shall be kept in force for a period of three years following the termination of the Agreement.
- B. The policy shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the Company and all other insureds, whether named or additional.

6. Insurance for loss, damage, or destruction to the Facility and business interruption

- A. The Company shall obtain insurance for loss, damage, or destruction to the Facility caused by "all risk" perils including

boiler and machinery accident in an amount at all times equal to 100% of the full replacement value of the Facility (including insurance for such loss, damage, or destruction caused by flood or earthquake).

- B. The Company shall obtain insurance for business interruption.
- C. Any policies obtained pursuant to this paragraph (6) shall be subject to such normal exclusions relating to nuclear risks, war risks and other remote perils as are generally imposed by insurers on similar properties, and shall not contain any provision for coinsurance penalty.
- D. The policy(ies) shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or material change in coverage to be given to the Company and all other insureds, whether named or additional.

(b) The Town may require that the Company obtain such additional insurance coverage (either as to risk or amount) as the Town shall determine to be reasonably necessary to protect the interest of the Town under this Agreement at the sole cost and expense of the Town.

(c) Prior to the Service Commencement Date, the Company shall furnish the Town with (a) Certificates of Insurance evidencing that the required minimum coverages are in effect and (b) a broker's opinion letter(s) confirming that such coverages comply with the requirements of this Agreement, and shall furnish replacement certificates, endorsements, and letters for all renewals of such insurance. All insurance required under this Section 6.04 shall be procured from an insurance company (1) with an A.M. Best Rating of A- or above at the time the Certificate of Insurance is issued, and (2) licensed or admitted to do business in the State of New York.

(d) All policies, except for Workers' Compensation, shall be endorsed to specifically name the Town and the Town of Hempstead Refuse Disposal District as additional insureds to the fullest extent permitted by applicable law, such that the breadth of the coverage afforded the additional insureds under the policies is at least as broad as that afforded the Company, for losses arising out of any act, omission, failure to act or negligence on the part of the Company. Each of these policies shall contain a waiver of subrogation clause in favor of the additional insureds.

(e) All policies in which the Town and the Town of Hempstead Refuse Disposal District are named as additional insureds pursuant to Section 6.04 shall include a provision making them primary over any insurance carried by the Town or any other additional insured pursuant to this Agreement on their own behalf (which other insurance, if any, shall be excess, secondary and noncontributing to that provided by

the Company hereunder) with respect to claims for losses arising out of any act, omission, failure to act or negligence on the part of the Company.

(f) All policies, except Pollution Liability insurance, required under this Section 6.04 shall be written on an "occurrence" based form.

Section 6.05 Town Insurance.

(a) The Town currently intends to proceed on a self-insured basis.

(b) The Town shall (i) to the extent the Town determines during the course of the term of this Agreement not to proceed on a self-insured basis and to the extent available, legally and on commercially reasonable terms, obtain and maintain, and (ii) use reasonable efforts to cause all persons (not employed by the Town) delivering Town Waste to the Facility to obtain and maintain, the following insurance:

1. Workers' Compensation Insurance as prescribed or permitted by the laws of the State, and Employer's Liability Insurance with a minimum limit of \$500,000.
2. Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of \$2,000,000 combined aggregate, for bodily injury and property damage, or with limits of liability sufficient to support the purchase of an umbrella liability policy described in paragraph (4) below.
3. Comprehensive Automobile Liability Insurance as required by the laws of the state, but with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage, combined single limit, or with limits of liability sufficient to support the purchase of an umbrella liability policy as described in paragraph (4) below.
4. Excess Umbrella Liability Insurance in the amount of \$5 million, excess of the primary policies as set forth in paragraphs (1), (2) and (3), to be reviewed every five years to reflect inflation and other appropriate factors.

(c) Any insurances referenced in this Section 6.05 shall be procured from an insurance company with an A.M. Best Rating of A- or above at the time the Certificate of Insurance is issued.

(d) Any policies obtained by the Town pursuant to this section 6.04 shall include a provision requiring a 90-day notice, via registered mail, of any cancellation or

material change in coverage to be given to the Town and all other insureds, whether named or additional.

(e) The Company may require that the Town obtain such additional coverage (either as to risk or amount) as the Company shall determine to be reasonably necessary to protect interests of the Company under this Agreement at the sole cost and expense of the Company.

(f) In accordance with Section 6.09 of this Agreement, the parties recognize that the Town may enter into long-term contractual arrangements with the various municipal corporations within the geographical jurisdiction of the Town for the disposition of the Acceptable Waste derived from such municipal corporations at the Facility. To the extent any such municipal corporation verifies that it is self-insured, the Town shall not be required to undertake reasonable efforts to cause such municipal corporation to obtain the insurance coverage specified in Section 6.05(b).

Section 6.06 Cooperation in Regard to Taxes. The parties agree to cooperate in claiming all proper exemptions, deductions and credits from any taxes due as a result of the parties' performance under this Agreement. During the Service Term, the Town shall provide reasonable cooperation to the Company with respect to any Company contest concerning any special ad valorem levy or special assessment imposed upon the Project. Such reasonable cooperation shall include but shall not be limited to the Town's participation, at the request of the Company, in meetings concerning such levies or assessment and the provision, at the request of the Company and without subpoena, by appropriate Town officials of truthful testimony in any matter or proceeding concerning such levies or assessment, but shall not require the Town to be a party to any such matter or proceeding.

Section 6.07 Business of Company. The Company shall engage in no business or enterprise other than the operation of the Facility, the performance of its obligations under this Agreement (and all other agreements related to the Facility and its operation) and activities in furtherance thereof or ancillary or reasonably related thereto.

Section 6.08 Composition of Town Waste. Except as otherwise expressly provided in this Agreement, the Town makes no representation, whether expressed or implied, as to composition of Town Waste or the amount of BTU's in Town Waste or that such composition of Town Waste or amount of BTU's of Town Waste may not change from time to time during the Term of this Agreement.

Section 6.09 Additional Municipal Waste. It is acknowledged by the Company that the Town anticipates the possibility of entering into long-term contractual arrangements with the various municipal corporations within the geographical jurisdiction of the Town for the disposition of the municipal Acceptable Waste derived from such municipal corporations. The Company agrees, to the extent permitted by applicable law, to cooperate with the Town in implementing such long-term contractual arrangements.

Section 6.10 Subcontracts. The Company shall not subcontract all or substantially all of its obligations under this Agreement without the prior written approval of the Town. The Company shall be responsible for any acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them. Subcontractors shall be subject to all applicable obligations, requirements and limitations under this Agreement. Retention of a subcontractor by the Company shall not create a contract between said subcontractor and the Town.

Section 6.11 Annual No-Default Certificates. The Company shall deliver to the Town by October 1 of each year a certificate of an authorized representative of the Company as to whether or not, as of the close of the preceding Contract Year, and at all times during such period, the Company was in compliance in all material respects with all the provisions in this Agreement which relate to the Company, and if such authorized representative shall have obtained knowledge of any default in such compliance or notice of such default, he shall disclose in such certificate such default or defaults or notice thereof and the nature thereof, whether or not the same shall constitute a Company Event of Default hereunder, and any action proposed to be taken by the Company with respect thereto.

Section 6.12 Title to Town Waste, By-Pass Waste and Residue. Subject to all the Town's and Company's duties and undertakings under this Agreement, title to all Town Waste accepted by the Company shall be deemed to pass to the Company upon unloading of Town Waste in the Facility's refuse bunker and acceptance thereof by the Company, or, in the event Town Waste is designated as By-Pass Waste and diverted from the Facility to another permitted Solid Waste facility, title shall be deemed to pass to the Company upon such designation. Subject to all the Town's and Company's duties and undertakings under this Agreement, title to all Residue shall remain with the Company (or third parties other than the Town or its contractors) at all times.

Section 6.13 Cost Substantiation. If any party to this Agreement shall take exception to the reasonableness of any Cost Substantiation, the party who shall have submitted such Cost Substantiation shall cause an independent certified public accountant and/or the Consulting Engineer to verify the reasonableness of the amount or the basis for such cost, that such cost was actually incurred by such party, and that the allocations of costs to the prices of services or materials were reasonable under the circumstances. The other party may retain its own independent certified public accountant and/or Consulting Engineer to independently verify the materials relied upon to support the Cost Substantiation. If such Cost Substantiation is verified, the cost of such verification shall be borne by the party who took exception to the reasonableness of such Cost Substantiation unless the verification results in a change in cost of 5% or more to the initial Cost Substantiation, in which event the cost of such verification shall be borne by the party of whom the verification was requested. If any party to this Agreement shall continue to take exception to the reasonableness of such Cost Substantiation, such dispute shall be resolved in accordance with Article VIII hereof.

ARTICLE VII

Default, Remedies and Termination

Section 7.01 Events of Default by the Company. Any one or more of the following events shall constitute an event of default by the Company (a "*Company Event of Default*"):

(a) The Company fails to make a payment of money owed to the Town within 30 days after the date due, except for any portion of any such payment which is subject to a good faith dispute and for which the Company has provided notice of the dispute in reasonable detail within such 30-day period.

(b) The Company fails to operate and maintain the Facility so as to accept, and the Company does not accept, Process and/or dispose of in accordance with this Agreement, all Town Waste tendered for delivery by the Town, up to the amounts the Company is obligated to accept pursuant to the provisions of this Agreement.

(c) The Company fails to comply with environmental laws, ordinances, rules, regulations or orders which affect the Facility's environmental permits; provided, however, that no Company Event of Default shall be deemed to have occurred under this Section 7.01(c) so long as the Company is contesting in good faith, by appropriate proceedings diligently prosecuted, any such laws, ordinances, rules, regulations or orders or its alleged failure to comply therewith.

(d) The Company's failure to maintain the Facility in accordance with Good Industry Practice.

(e) The Company fails to perform any other material obligation or breaches any material representation or warranty under this Agreement.

(f) The Company or its Parent becomes insolvent, makes an assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, or a receiver is appointed to take charge of the Company's property or affairs.

Section 7.02 Notice and Opportunity for the Company to Cure. If there is a Company Event of Default under Section 7.01 above, then the Town shall notify the Company thereof in writing in sufficient detail to specifically identify the Company Event of Default. The Company then shall have an opportunity to cure the Company Event of Default as follows:

(a) If the Company Event of Default is under Section 7.01(a) above, then the Company shall have ten Business Days after its receipt of the Town's notice to cure such Company Event of Default.

(b) If the Company Event of Default is under Section 7.01(b), (c), (d) or (e) above, then the Company shall have 30 days to cure the Company Event of Default; provided, however, if the Company cannot cure the Company Event of Default within 30 days but otherwise has promptly commenced and is diligently pursuing the cure, the parties shall agree to a longer period in which to cure the Company Event of Default but in no event shall the cure period extend beyond 180 days after the Company's receipt of the Town's notice.

(c) If the Company Event of Default is under Section 7.01(f) above, then the Company shall have 90 days after its receipt of the Town's notice to cure such Company Event of Default, including without limitation, by commencing an appropriate action to vacate, discharge, stay, bond or otherwise obtain injunctive relief to prevent the prosecution or enforcement of any such proceeding.

If after the applicable cure period the Company Event of Default subsists, and in the case of Sections 7.01(b) and 7.01(c) if the Company Event of Default is material, then the Company Event of Default shall be deemed an *"Uncured Company Default."*

Section 7.03 Remedies of the Town.

(a) For Company Events of Default under Section 7.01(b), the Town shall have the right to immediately suspend deliveries (confirmed by the Town's written notice as soon as practicable) of Town Waste to the Facility, and avail itself of one or more alternative disposal arrangements consistent with Section 4.09, but only to the extent reasonably necessary to cause uninterrupted disposal of Town Waste taking into account the then available Processing capacity of the Facility. In addition, but subject to the provisions of Section 7.04 below, for all Company Events of Default, the Town shall have the right to recover, and the Company shall owe and pay for, the Town's direct, actual damages incurred as a result thereof, determined consistent with Section 4.09. The remedies described in this Section 7.03(a) are the Town's sole and exclusive remedies for Company Events of Default under Section 7.01 notwithstanding any other remedy which might be available to the Town under applicable law or in equity.

(b) Subject to provisions of Section 7.04 below, for any Uncured Company Default, the Town shall have the right (i) (A) to specific performance, except where waste is no longer being accepted at the Facility on a permanent basis or (B) to terminate this Agreement by providing 30 days written notice of termination to the Company and (ii) to recover its direct, actual damages incurred in connection therewith. The remedies described in this Section 7.03(b) are the Town's sole and exclusive remedies for Uncured Company Defaults notwithstanding any other remedy which might be available to the Town under applicable law or in equity.

Section 7.04 Limitation of Company Liability. Notwithstanding any provision to the contrary contained herein, in no event shall the Company's liability to the Town under this Agreement, for any and all Uncured Company Defaults and Company Events of Default taken together, exceed the aggregate sum of \$50,000,000, escalated on each Escalation Date by multiplying the then effective amount by the Escalation Factor. Excluded from the stated monetary limitation on liability set forth in this Section 7.04, are the following damages, costs or expenses:

- (i) any economic or operating loss sustained by the Company, the Parent, or any other party in connection with this Service Agreement, the Parent Guaranty or any agreement related to the Facility or the Project;
- (ii) any proceeds of insurance policies (including additional umbrella/excess liability insurance) or bonds paid to the Town;
- (iii) any insurance deductibles paid by the Company, and any amounts paid to the Town in connection with any insured event which are in excess of the limits of an applicable insurance policy;
- (iv) the cost of securing a Letter of Credit, as may be required pursuant to Section 6.02;
- (v) any amounts paid by the Company to third parties in any legal proceeding;
- (vi) any fees, fines or penalties paid by the Company to any governmental body; and
- (vii) any indemnity payment (resulting from third party claims) made to the Town.

Section 7.05 Events of Default by the Town. Any one or more of the following events shall constitute an event of default by the Town (a "*Town Event of Default*");

- (a) The Town fails to make a payment of money owed to the Company within 30 days after the date due, except for any portion of any such payment which is subject to a good faith dispute and for which the Town has provided notice of the dispute in reasonable detail within such 30-day period.
- (b) The Town fails to perform any other material obligation or breaches any material representation or warranty under this Agreement.
- (c) The Town becomes insolvent, makes an assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, or a receiver is appointed to take charge of the Town's property or affairs.

Section 7.06 Notice and Opportunity for the Town to Cure. If there is a Town Event of Default under Section 7.05 above, then the Company shall notify the Town thereof in writing in sufficient detail to specifically identify the Town Event of Default. The Town then shall have an opportunity to cure the Town Event of Default as follows:

(a) If the Town Event of Default is under Section 7.05(a) above, then the Town shall have ten Business Days after its receipt of the Company's notice to cure such Town Event of Default.

(b) If the Town Event of Default is under Section 7.05(b) above, then the Town shall have 30 days to cure the Town Event of Default; provided, however, if the Town cannot cure the Town Event of Default within 30 days but otherwise has promptly commenced and is diligently pursuing the cure, the parties shall agree to a longer period in which to cure the Town Event of Default but in no event shall the cure period extend beyond 180 days after the Town's receipt of the Company's notice.

(c) If the Town Event of Default is under Section 7.05(c) above, then the Town shall have 90 days after its receipt of the Company's notice to cure such Town Event of Default, including without limitation, by commencing an appropriate action to vacate, discharge, stay, bond or otherwise obtain injunctive relief to prevent the prosecution or enforcement of any such proceeding.

If after the applicable cure period the Town Event of Default subsists, then the Town Event of Default shall be deemed an *"Uncured Town Default."*

Section 7.07 Remedies of the Company.

(a) Subject to Section 7.08 below, for all Town Events of Default, the Company shall have the right to recover, and the Town shall owe and pay for, the Company's direct, actual damages incurred as a result thereof, including without limitation, Monthly Shortfall Actual Damages and Annual Shortfall Actual Damages consistent with Section 4.05 for Town Events of Default under Section 7.05(b). The remedies described in this Section 7.07(a) are the Company's sole and exclusive remedies for Town Events of Default notwithstanding any other remedy which might be available to the Company under applicable law or in equity.

(b) Subject to the provisions of Section 7.08 below, for any Uncured Town Default, the Company shall have the right (i) (A) to specific performance or (B) to terminate this Agreement by providing 30 days written notice of termination to the Town and (ii) to recover its direct, actual damages incurred in connection therewith. The remedies described in this Section 7.07(b) are the Company's sole and exclusive remedies for Uncured Town Defaults notwithstanding any other remedy which might be available to the Company under applicable law or in equity.

Section 7.08 Limitation of Town Liability. Notwithstanding any provision to the contrary contained herein, in no event shall the Town's liability to the Company under this Agreement, for any and all Uncured Town Defaults and Town Events of Default taken together, exceed the aggregate sum of \$50,000,000, escalated on each Escalation Date by multiplying the then-effective amount by the Escalation Factor. Excluded from the stated monetary limitation on liability set forth in this Section 7.08, are the following damages, costs or expenses:

- (i) any economic or operating loss sustained by the Town or District related to the collection, transfer or delivery of Town Waste or otherwise in connection with this Agreement;
- (ii) any proceeds of insurance policies (including additional umbrella/excess liability insurance) or bonds paid to the Company or, in the event the Town is proceeding on a self-insured basis, any payments by the Town that correspond to deductibles, proceeds, or amounts in excess of the insurance coverage required under Section 6.05 had the Town not proceeded on a self-insured basis.
- (iii) any insurance deductibles paid by the Town, and any amounts paid to the Company in connection with any insured event which are in excess of the limits of an applicable insurance policy;
- (iv) any amounts paid by the Town to third parties in any legal proceeding;
- (v) any fines or penalties paid by the Town to any governmental body;
- (vi) any indemnity payment (resulting from third party claims) made to the Company; and
- (vii) Service Fee amounts due for any Town Waste Delivered To the Facility and accepted by the Company.

Section 7.09 Disclaimer of Certain Damages. Notwithstanding anything to the contrary set forth in this Agreement, neither the Company nor the Town shall be liable for or be obligated to pay consequential, special, exemplary, punitive, incidental or indirect damages under any circumstances in connection with the performance or breach of this Agreement.

ARTICLE VIII

Dispute Resolution

Section 8.01. Court Proceeding. Subject only to Section 6.13 and Section 8.02 below, the exclusive means to resolve any dispute between the parties that arises out of this Agreement shall be through an action initiated in Supreme Court, Nassau County or United States District Court for the Eastern District of New York.

Section 8.02. Negotiations Prior to Court Proceeding. Prior to initiation of any action pursuant to Section 8.01 above, the parties shall promptly meet and attempt in good faith to agree upon the resolution of each disputed matter. Negotiations shall continue toward reaching an agreement until the delivery of a written determination by the Town or the Company sent to the other that an impasse exists with no likelihood of reaching an acceptable agreement.

ARTICLE IX

General Provisions

Section 9.01 Assignment. Except as provided in this Section 9.01, this Agreement may not be assigned by either party without the prior written consent of the other party. The Company may assign or pledge its interest hereunder as collateral for or otherwise in connection with arrangements for the financing or refinancing of all or part of the costs of the Project, without the prior written consent of the Town. Any such collateral interest, financing or refinancing shall not create any obligation that is more burdensome to the Town than those obligations in this Agreement.

Section 9.02 Further Assurances. Each party agrees to (i) execute and deliver any instrument, or perform any acts, that may be necessary or reasonably requested in order to give full effect to this Agreement, and (ii) use reasonable efforts to cause all governmental agencies to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party not inconsistent with the provisions of this Agreement and not involving the assumption of obligations other than those provided for in this Agreement to carry out the intent of this Agreement.

Section 9.03 Industrial Property Rights. The Company shall pay all royalties and license fees relating to the design, testing, or operation of the Facility. The Company hereby warrants that the design, testing and operation of the Facility and the use of any component unit thereof, and the use of any patent, patented article, machine, or process, or a combination of any or all of the aforesaid, as contemplated by this Agreement, shall not infringe any patent, trademark or copyright issued involving the unauthorized use of third person's trade secrets.

Section 9.04 Relationship of the Parties. Except as otherwise expressly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

Section 9.05 Notices. Except as otherwise expressly provided in this Agreement, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by recognized overnight courier service or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

If to the Company: Covanta Hempstead Company
c/o Covanta Energy Corp.
40 Lane Road
Fairfield, NJ 07004
Attn: CEO

With copy to: Covanta Hempstead Company
c/o Covanta Energy Corp.
40 Lane Road
Fairfield, NJ 07004
Attn: Assistant Secretary

If to the Town: Commissioner of Sanitation
Town of Hempstead,
Department of Sanitation
1600 Merrick Road
Merrick, New York 11566

With copy to: Town Attorney
Town of Hempstead
One Washington Street
Hempstead, New York 11550

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

Section 9.06 Waiver. The waiver by either party of a failure, default or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any other or subsequent failure, default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a failure, default or breach shall not operate or be construed to operate as a waiver of such failure, default or breach.

Section 9.07 Modifications. The provisions of this Agreement shall (i) constitute the entire agreement between the parties for the subject matter of this Agreement and (ii) be modified only by written agreement duly executed by both parties.

Section 9.08 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 9.09 Governing Law. This Agreement and any question concerning its validity, construction or performance shall be governed by the laws of the state of New York, irrespective of the place of execution or of the order in which the signatures of the parties were affixed or of the place or places of performance.

Section 9.10 Mutual Drafting. The Town and the Company each acknowledge that they have received independent legal advice in entering into the Agreement. This Agreement is the result of the joint efforts of the Town and the Company, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and there is to be no construction against either party based on any presumption of that party's involvement in the drafting thereof.

Section 9.11 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which together shall be deemed a single document.

Section 9.12 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

Section 9.13 Facility Improvements. Commencing on the Contract Date, each of the Company and the Town shall, subject to applicable law, devote reasonable time and attention to negotiating in good faith an amendment to this Agreement based on an expansion to the Facility, consisting of a fourth boiler similar to the existing three boilers with a nominal daily Acceptable Waste Processing capacity of approximately 1,100 Tons per day. If the parties have not entered into such an amendment on or before December 31, 2011, then neither party shall be further obligated under this Section 9.13, but each party may in its sole and independent discretion choose to continue its efforts towards such an amendment. The Company shall not undertake any such expansion without the prior written consent of the Town.

Section 9.14 Stipulation of Settlement. The Company agrees, during the term of this Agreement, to comply with the applicable terms and conditions of the "Joint Stipulation of Settlement", dated October 23, 1986, executed on behalf of the Citizens Committee for Civic Action et al., the Town of Hempstead, American Ref-Fuel Company of Hempstead, and the New York State Department of Environmental Conservation.

Section 9.15 Leases. The Company shall comply with the terms and conditions of the lease agreements it has entered into with the IDA concerning the Facility and the Facility Site, including but not limited to the Lease Agreement dated as of December 1, 1985, as amended or extended, and the Site Lease Agreement dated as of November 1, 1986, as amended or extended, both as further described in Section 2.03 hereof. This Section 9.15 shall survive the termination of this Agreement to the extent provided in such lease agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COVANTA HEMPSTEAD COMPANY

By Covanta Hempstead LLC, a General Partner

KJB

By: [Signature]
Name: Anthony Orlando
Title: CEO

By Covanta Hempstead II, LLC, a General Partner

KJB

By: [Signature]
Name: Anthony Orlando
Title: CEO

TOWN OF HEMPSTEAD

By: [Signature]
Name: Kate Murray
Title: Supervisor

Town of Hempstead on behalf of
TOWN OF HEMPSTEAD REFUSE DISPOSAL
DISTRICT

By: [Signature]
Name: Kate Murray
Title: Supervisor

APPROVED

[Signature]
COMMISSIONER OF SANITATION

[Signature]
NOEL COMPTON II

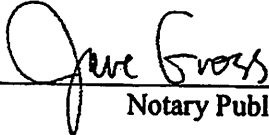
APPROVED AS TO FORM

[Signature]
CHIEF DEPUTY TOWN ATTORNEY
DATE 11/30/07

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

On the 29th day of November in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Orlando personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Service Agreement, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) or entity(ies) on behalf of which the individual acted, executed the instrument.




Notary Public

Jane Gross
Notary Public, State of New Jersey
Passaic County
Notary No. 2097574
My Commission Expires Feb. 25, 2012

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

On the 11th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Hon. Kate Murray personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Service Agreement, and acknowledged to me that she executed the same in her capacity on behalf of the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, and that by her signature on the instrument, the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District executed the instrument.



Notary Public

DAVID A. LEVY
Notary Public, State Of New York
No 02LE4729519
Qualified In Nassau County
Commission Expires March 30, 20 10

EXHIBIT A

Delivery Schedule

<u>Month</u>	<u>Minimum Tons</u>	<u>Maximum Tons</u>
January	27,500	30,500
February	23,500	28,500
March	29,000	32,000
April	33,000	35,500
May	37,500	40,500
June	38,500	41,500
July	36,500	39,500
August	36,500	39,500
September	34,500	38,000
October	37,000	39,500
November	34,500	37,500
December	29,500	32,500
Total	397,500	435,000

Notwithstanding the foregoing, the Town's delivery rights and obligations for each Contract Year shall remain as provided in Article IV of the Agreement.

Maximum Daily Tonnage is 3,500 Tons

Maximum Weekly Tonnage is 15,000 Tons

EXHIBIT B

Pending Taxes

None

EXHIBIT "C"

Parent Guaranty

GUARANTY AGREEMENT

between

COVANTA HOLDING CORPORATION

and

THE TOWN OF HEMPSTEAD

and

The Town of Hempstead on Behalf of

THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT

Dated as of

December 11, 2007

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GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is dated as of December 11, 2007, between Covanta Holding Corporation, a corporation organized and existing under the laws of the State of Delaware (together with any permitted successors and assigns hereunder, the "Guarantor"), and the Town of Hempstead, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District ("District"), a district established pursuant to the Town Law of the State of New York and the Nassau County Civil Divisions Act, as amended.

RECITALS

WHEREAS, the Town of Hempstead, on its own behalf and on behalf of the District (the Town of Hempstead and the District, collectively, the "Town"), and Covanta Hempstead Company, a New York general partnership (the "Company"), are parties to an agreement, dated December 11, 2007 (the "Service Agreement"), whereby the Company has agreed to accept and process waste delivered by or on behalf of the Town at the Company's mass burn resource recovery facility (the "Facility"), which Facility is located at 600 Merchants Concourse, Westbury, New York 11590, all as more particularly described in the Service Agreement;

WHEREAS, the term of the Service Agreement, subject to the terms and conditions of the Service Agreement, runs from August 20, 2009 through August 19, 2034 (the "Service Term");

WHEREAS, the Company is a wholly-owned, indirect subsidiary of the Guarantor;

WHEREAS, the Town shall enter into the Service Agreement only if the Guarantor guarantees the performance by the Company of all of the Company's responsibilities and obligations under the Service Agreement as set forth in this Guaranty Agreement (the "Guaranty"); and

WHEREAS, in order to induce the execution and delivery of the Service Agreement by the Town and in consideration thereof, the Guarantor agrees as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. Any capitalized word or term used but not defined herein is used as defined in the Service Agreement.

SECTION 1.2. INTERPRETATION. In this Guaranty, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Guaranty.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Authority. This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, the Town and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

(F) Counterparts. This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(G) Applicable Law. This Guaranty shall be governed by and construed in accordance with the applicable laws of the State of New York.

(H) Severability. If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist, provided that such invalidity shall not increase the liability of the Guarantor for that which would have been had the provision not been determined to be invalid.

(I) Approvals. All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required, unless otherwise expressly provided herein.

(J) Payments. All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR. The Guarantor hereby represents and warrants that:

(A) Existence and Powers. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with the full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) Due Authorization and Binding Obligation. This Guaranty has been duly authorized, executed and delivered by all necessary corporate action of the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights as may be in effect from time to time and equitable principles of general application.

(C) No Conflict. Neither the execution nor delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations in connection with the transaction contemplated hereby or the fulfillment by the Guarantor of the terms and conditions hereof: (a) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor; (b) conflicts with, violates or results in a breach of any term or

condition of the Guarantor's corporate charter or by-laws or any order, judgment or decree, or any contract, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any of the foregoing; or (c) shall result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental body is required for the valid execution and delivery of this Guaranty by the Guarantor or the performance of its payment or other obligations hereunder, except as such shall have been duly obtained or made.

(E) No Litigation. Except as disclosed in writing to the Town, there is no legal proceeding, at law or in equity, before or by any governmental body pending or, to the best of the Guarantor's knowledge, overtly threatened or publicly announced against the Guarantor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the validity, legality or enforceability of this Guaranty against the Guarantor, or on the ability of the Guarantor to perform its obligations hereunder.

(F) No Legal Prohibition. The Guarantor has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit (i) as of the date hereof, the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty, or (ii) during the term of the Guaranty, the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights as may be in effect from time to time and equitable principles of general application.

(G) Consent to Agreements. The Guarantor acknowledges the receipt of a copy of the Service Agreement and is fully aware of its terms and conditions.

(H) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder shall result in a material benefit to the Guarantor.

This Section 2.1 shall survive the execution of this Guaranty.

SECTION 2.2. CONDITION PRECEDENT. The obligations and liabilities of the Guarantor under this Guaranty are subject to the occurrence as of the date of this Guaranty of the following:

(A) the Board of Directors of the Guarantor shall have approved the execution, delivery and performance of this Guaranty.

ARTICLE III GUARANTY COVENANTS

SECTION 3.1. GUARANTY TO THE TOWN. The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to the Town for the benefit of the Town the performance and fulfillment of all obligations, covenants and agreements of the Company under the Service Agreement, including without limitation, (i) acceptance of Town Waste at the Facility, (ii) the operation and maintenance of the Facility during the Service Term, (iii) the prompt and full payment of any amounts, including damages if any, due the Town under the Service Agreement, and (iv) prompt and faithful performance of, and compliance with, all other obligations, covenants, terms, conditions and undertakings of the Company in favor of the Town pursuant to the Service Agreement (collectively, the "Obligations"). Notwithstanding the unconditional nature of the Guarantor's obligations as set forth herein, the Guarantor shall have the right to assert the defenses provided in Section 3.4 hereof against claims made under this Guaranty.

SECTION 3.2. RIGHT OF TOWN TO PROCEED AGAINST GUARANTOR. This Guaranty shall constitute a guaranty of payment, of performance and of fulfillment, with respect to any Obligation under the Service Agreement and the Guarantor specifically agrees that in the event of a failure by the Company to pay, perform or fulfill any Obligation guaranteed hereunder, the Town shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Company or exhausting any other remedies against the Company which the Town may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that the Town: (1) file suit or proceed to obtain a personal judgment against the Company or any other person that may be

liable for the Obligations or any part of the Obligations; (2) make any other effort to obtain payment, performance or fulfillment of the Obligations from the Company other than providing the Company with (i) any notice of such payment, performance or fulfillment as may be required by the terms of the Service Agreement or required to be given to the Company under any applicable law and (ii) the opportunity to cure, if required under Section 7.02 of the Service Agreement; (3) foreclose against or seek to realize upon any security for the Obligations; or (4) exercise any other right or remedy to which the Town is or may be entitled in connection with the Obligations or any security therefor or any other guarantee thereof, except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Company or to the enforcement of remedies under the Service Agreement. Upon any unexcused failure by the Company in the payment, performance or fulfillment of any Obligation and the giving of such notice or demand, if any, to the Company and the Guarantor as may be required in connection with such Obligation and this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid, performed or fulfilled. Notwithstanding the Town's right to proceed directly against the Guarantor, the Town (or any successor) shall not be entitled to more than a single full performance of the Obligations in regard to any breach or non-performance thereof.

SECTION 3.3. GUARANTY ABSOLUTE AND UNCONDITIONAL. The obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Company shall have fully discharged the Obligations in accordance with their respective terms and conditions, and, except as provided in Section 3.4 hereof, shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such Obligations) based on any claim that the Guarantor may have against the Company, the Town or any other person. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way modified by reason of any of the following (whether with or without notice to, knowledge by, or further consent of, the Guarantor):

(A) the extension or renewal of this Guaranty or the Service Agreement;

(B) any exercise or failure, omission or delay by the Town in the exercise of any right, power or remedy conferred on the Town with respect to this Guaranty or the Service Agreement except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;

(C) any permitted transfer or assignment of rights or obligations under (i) the Service Agreement or (ii) any other agreement entered into by the Company, the Town or other party in connection with the transactions contemplated by the Service Agreement, including the Service Agreement, and any supplements thereto (a "Transaction Agreement") or (iii) any permitted assignment, conveyance or other transfer of any of their respective interests in the Facility or the Project, or in, to or under a Transaction Agreement;

(D) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the Town or any other person in any Transaction Agreement or in the Facility or Project;

(E) any renewal, amendment, change or modification in respect of any of the Obligations or terms or conditions of any Transaction Agreement;

(F) any failure of title with respect to all or any part of the respective interests of any person in the Facility or the Project;

(G) except as may be limited by applicable law with respect to the Guarantor, the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings against the Company or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or any other Transaction Agreement in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification has occurred as a result thereof, it being the intent and purpose of this Guaranty that the Guarantor

shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(H) except as permitted by Sections 4.1 or 4.2 hereof, any sale or other transfer by the Guarantor or any affiliate of any of the capital stock or other interest of the Guarantor or any affiliate in the Company now or hereafter owned, directly or indirectly, by the Guarantor or any affiliate, or any change in composition of the interests in the Company;

(I) any failure on the part of the Company for any reason to perform or comply with any agreement with the Guarantor;

(J) the failure on the part of the Town to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty or to the Company as a condition to the enforcement of any Obligation pursuant to the Service Agreement;

(K) any failure of any party to a Transaction Agreement to mitigate damages resulting from any default by the Company or the Guarantor under such Transaction Agreement;

(L) the merger or consolidation of any party to the Transaction Agreements into or with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any person;

(M) any legal disability or incapacity of any party to any Transaction Agreement; or

(N) the fact that entering into any Transaction Agreement by the Company or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (A) through (N) above, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Company pursuant to the terms of the Service Agreement and not merely a guarantor and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify,

clarify, expand or reduce the Company's rights, benefits, duties or obligations under the Service Agreement. To the extent that any of the matters specified in subparagraphs (A) through (F) and (H) through (N) hereof would provide a defense to, release, discharge or otherwise affect the Company's Obligations, the Guarantor's obligations under this Guaranty shall be treated the same.

SECTION 3.4. DEFENSES, SET-OFFS AND COUNTERCLAIMS.

Notwithstanding any provision contained herein to the contrary, the Guarantor shall be entitled to exercise or assert any and all legal or equitable rights or defenses which the Company may have under the Service Agreement or under applicable law (other than bankruptcy or insolvency of the Company, or any right or defense which the Company has expressly waived in the Service Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder), and the obligations of the Guarantor hereunder are subject to such counterclaims, set-offs or deductions which the Company is permitted to assert pursuant to the Service Agreement or under applicable law (other than bankruptcy or insolvency of the Company and other than any right or defense which the Company has expressly waived in the Service Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder), if any.

SECTION 3.5. WAIVERS BY THE GUARANTOR. The Guarantor hereby unconditionally and irrevocably waives:

- (A) notice from the Town of its acceptance of this Guaranty;
- (B) notice of any of the events referred to in Section 3.3 hereof;
- (C) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Company required pursuant to the Service Agreement or applicable law as a condition to the performance of any Obligation;
- (D) to the fullest extent lawfully possible, any statute of limitations defense based on a statute of limitations period which may be applicable to guarantors (or parties in similar relationships) which would be shorter than the applicable statute of limitations period for the underlying claim;
- (E) any right to require a proceeding first against the Company;

(F) any right to require a proceeding first against any person or the security provided by or under any Transaction Agreement except to the extent such Transaction Agreement specifically requires a proceeding first against any person (except the Company) or security;

(G) any requirement that the Company be joined as a party to any proceeding for the enforcement of any term of any Transaction Agreement;

(H) the requirement of, or the notice of, the filing of claims by the Town in the event of the receivership or bankruptcy of the Company; and

(I) all demands upon the Company or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.5 hereof, by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder.

SECTION 3.6. PAYMENT OF COSTS AND EXPENSES. The Guarantor agrees to pay the Town on demand all fees (including without limitation attorneys' fees) and costs, incurred by or on behalf of the Town in successfully enforcing by a legal proceeding observance of the covenants, agreements and obligations contained in this Guaranty against the Guarantor, other than the fees and costs that the Town incurs in performing any of its obligations under the Service Agreement, or other applicable Transaction Agreement where such obligations are a condition to performance by the Company of its Obligations.

SECTION 3.7. SUBORDINATION OF RIGHTS. The Guarantor agrees that any right of subrogation or contribution which it may have against the Company as a result of any payment or performance hereunder is hereby fully subordinated to the rights of the Town hereunder and under a Transaction Agreement and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Company until the Company and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations giving rise to a claim under this Guaranty.

SECTION 3.8. SEPARATE OBLIGATIONS; REINSTATEMENT. The obligations of the Guarantor to make any payment or to perform, fulfill and discharge any other

duties, agreements, covenants, undertakings or obligations hereunder shall: (1) to the extent permitted by applicable law, constitute separate and independent obligations of the Guarantor from its other obligations under this Guaranty; (2) give rise to separate and independent causes of action against the Guarantor; and (3) apply irrespective of any indulgence granted from time to time by the Town. The Guarantor agrees that this Guaranty shall be automatically reinstated: if and to the extent that (1) for any reason any payment or performance by or on behalf of the Company is rescinded or must be otherwise restored by the Town, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Service Agreement, or any applicable Transaction Agreement or the Company's enforcement of such terms under applicable law; or (2) the Service Agreement, after termination pursuant to Section 5.03(d)(i) of the Service Agreement, is reinstated pursuant to Section 5.03(d)(ii) of the Service Agreement. This section shall survive the termination of this Guaranty to the extent such termination is based on the termination of the Service Agreement pursuant to Section 5.03(d)(i) of the Service Agreement.

SECTION 3.9. TERMS. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the Obligations of the Company have been fully paid, fulfilled and performed; including without limitation, the Obligations of the Company upon reinstatement of the Service Agreement pursuant to Section 5.03(d)(ii) of the Service Agreement after termination of the Service Agreement by the Company pursuant to Section 5.03(d)(i) of the Service Agreement. This section shall survive the termination of this Guaranty to the extent such termination is based on the termination of the Service Agreement pursuant to Section 5.03(d)(i) of the Service Agreement.

ARTICLE IV

GENERAL COVENANTS

SECTION 4.1. MAINTENANCE OF CORPORATE EXISTENCE.

(A) Consolidation, Merger, Sale or Transfer. The Guarantor covenants that during the term of this Guaranty it shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Guarantor may consolidate with or merge into another entity, or

permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if the successor entity (if other than the Guarantor) (1) assumes in writing all the obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the State of New York, and (2) delivers to the Town an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable except to the extent its enforceability may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights as may be in effect from time to time and equitable principles of general application.

(B) Continuance of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in this Section.

SECTION 4.2.ASSIGNMENT. Except as provided in Section 4.1 hereof, this Guaranty may not be assigned by the Guarantor without the prior written consent of the Town.

SECTION 4.3.GUARANTOR NET WORTH: LETTER OF CREDIT.

(A) Guarantor Net Worth. The Guarantor shall provide to the Town within the 30-day period prior to each Escalation Date a certification, sworn to by a certified public accountant and the appropriate vice president of the Guarantor (who may be the same person), stating the Guarantor's Net Worth. The term "Guarantor's Net Worth" shall mean Guarantor's total assets less the Guarantor's total liabilities, as reported or reportable in the Guarantor's public financial disclosure filings. In addition to such annual certification, the Guarantor shall immediately notify, the Town, in accordance with Section 4.10 of this Guaranty, in the event the Guarantor's Net Worth falls below the Parent Net Worth Threshold (as defined in subsection 4.3(B) hereof) and such notification shall state the then current Guarantor's Net Worth. If, at any time, the Guarantor's Net Worth falls below the Parent Net Worth Threshold, then the Town may request, in accordance with the notice requirements of Section 4.10 of this Guaranty, the Guarantor to supply to the Town an irrevocable, standby letter of credit, in the amount of \$10

Million, as escalated on each Escalation Date by multiplying the then effective amount by the Escalation Factor (the "Letter of Credit"). The Guarantor shall use reasonable commercial efforts to obtain and supply such Letter of Credit within 10 business days of the Town's notice and to cause it to be renewed annually prior to each Escalation Date thereafter (unless the annual certification immediately prior to such Escalation Date demonstrates the Guarantor's Net Worth exceeds the Parent Net Worth Threshold) and, at renewal, the amount of the Letter of Credit shall be escalated by the Escalation Factor. Notwithstanding any other provision of this Guaranty, the Letter of Credit shall conform to the requirements of this subsection 4.3(A) and subsection 4.3(C) hereof. Upon delivery, such Letter of Credit shall be immediately effective. In the event the Guarantor fails to provide such Letter of Credit, the Guarantor understands and agrees that the Town may terminate the Service Agreement in accordance with Section 6.02 of the Service Agreement.

(B) Parent Net Worth Threshold. The term "Parent Net Worth Threshold" shall mean \$200 Million, escalated by the Escalation Factor on the Escalation Date in each year in which the Guarantor's annual certification indicates that the Guarantor's Net Worth is less than the then applicable Parent Net Worth Threshold.

(C) Letter of Credit Requirements. The Guarantor shall comply with the following additional requirements with respect to the Letter of Credit:

(1) The issuing institution must be an entity that has the authority to issue irrevocable, standby letters of credit and whose letter-of-credit operations are regulated and examined by a Federal or New York State agency.

(2) The Letter of Credit must be accompanied by a letter from the Guarantor referring to the Letter of Credit by number, issuing institution, and date, and providing the following information: name and address of the Facility and the amount of funds assured by the Letter of Credit that is supplied to the Town.

(3) The Letter of Credit shall be irrevocable and issued for a period of at least one year and, in the event of Guarantor's failure to satisfy the Obligations, shall authorize the Town to draw on the financial institution, in an aggregate amount, in United States Dollars, equal to the Town's damages associated with such failure, up to the

amount specified in subsection 4.3(A), as escalated, in one or more drawings payable at sight, or by wire transfer, to the Town or the Town's authorized representative.

(4) Funds under the Letter of Credit shall be available to the Town within 24 hours after receipt by the financial institution of a drawing certificate presented by the Town or the Town's representative. The Guarantor shall ensure that the financial institution issuing the Letter of Credit shall permit the Town to present such drawing certificate either by electronic transmission or in person at a location within 35 miles of Town Hall, located at One Washington Street, Hempstead, New York 11550.

(5) If the Letter of Credit is cancelled by the issuing institution, the Guarantor shall use reasonable commercial efforts to obtain and supply a Letter of Credit issued by another financial institution consistent with this Section 4.3.

SECTION 4.4. PRESERVATION OF ENFORCEABILITY. The Guarantor will take all such action as may be required to preserve the enforceability of the Guaranty.

SECTION 4.5. COMPANY BANKRUPTCY OR INSOLVENCY. This Guaranty shall remain in full force and effect in the event of a Company bankruptcy or insolvency.

SECTION 4.6. CONSENT TO JURISDICTION. The Guarantor irrevocably: (1) agrees that any legal proceeding related to this Guaranty or to any rights or relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in Supreme Court, Nassau County or United States District Court for the Eastern District of New York; (2) consents to the jurisdiction of such courts in any such legal proceeding; and (3) waives any objection which it may have to the laying of the jurisdiction of any such legal proceeding in any such court.

SECTION 4.7. BINDING EFFECT. This Guaranty shall inure to the benefit of the Town and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

SECTION 4.8. AMENDMENTS, CHANGES AND MODIFICATIONS. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior consent of the Town and the Guarantor.

SECTION 4.9. LIABILITY. It is understood and agreed to by the Town that nothing contained herein shall create any obligation of, or right to look to, any director, officer, employee or stockholder of the Guarantor (or any Affiliate of the Guarantor) for the satisfaction of any obligations hereunder, and no judgment, order or execution with respect to or in connection with this Guaranty shall be taken against any such director, officer, employee or stockholder.

SECTION 4.10. NOTICES. Except as otherwise expressly provided in this Guaranty, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person, by recognized overnight courier service or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

Town Notice Address. Notices required to be given to the Town shall be addressed as follows:

Commissioner of Sanitation
Town of Hempstead,
Department of Sanitation
1600 Merrick Road
Merrick, New York 11566

with a copy to:

Town Attorney
Town of Hempstead
One Washington Street
Hempstead, New York 11550

Guarantor Notice Address. Notices required to be given to the Guarantor shall be addressed as follows:

Covanta Holding Corporation
40 Lane Road
Fairfield, NJ 07004
Attn: CEO

with a copy to:

Covanta Holding Corporation
40 Lane Road
Fairfield, NJ 07004
Attn: General Counsel

Changes in the respective designated notice recipients and/or addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party in accordance with this Section 4.10.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

COVANTA HOLDING CORPORATION, as
Guarantor

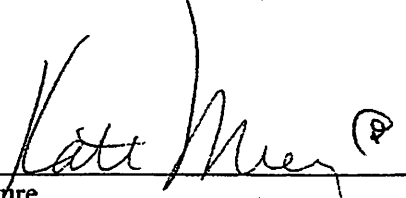
By: 
Signature

Anthony Orlando
Printed Name

CEO
Title

ACCEPTED AND AGREED TO BY:

THE TOWN OF HEMPSTEAD,

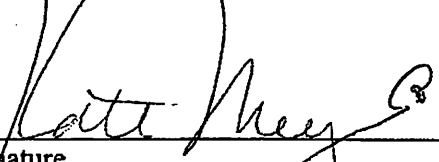
By: 
Signature

Kate Murray
Printed Name

Supervisor
Title

ACCEPTED AND AGREED TO BY:

Town of Hempstead on behalf of TOWN OF
HEMPSTEAD REFUSE DISPOSAL DISTRICT

By: 
Signature

Kate Murray
Printed Name

Supervisor
Title

APPROVED


COMMISSIONER OF SANITATION

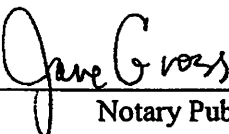
APPROVED AS TO FORM


CHIEF DEPUTY TOWN ATTORNEY
DATE 11/30/07

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

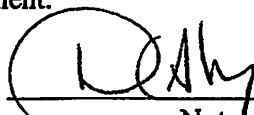
On the 29th day of November in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Orlando, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Service Agreement, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) or entity(ies) on behalf of which the individual acted, executed the instrument.



Notary Public Jane Gross
Notary Public, State of New Jersey
Passaic County
Notary No. 2097574
My Commission Expires Feb. 25, 2012

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

On the 11th day of December in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Hon. Kate Murray personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Guaranty Agreement, and acknowledged to me that she executed the same in her capacity on behalf of the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District, and that by her signature on the instrument, the Town of Hempstead and the Town of Hempstead on behalf of the Town of Hempstead Refuse Disposal District executed the instrument.



Notary Public

DAVID A. LEVY
Notary Public, State Of New York
No 02LE4729519
Qualified In Nassau County
Commission Expires March 30, 20 10

EXHIBIT B

Delivery Schedule

<u>Month</u>	<u>Minimum Tons</u>	<u>Maximum Tons</u>
January	1400	2100
February	1200	1700
March	1500	2200
April	1600	2200
May	1750	2400
June	1800	2600
July	2100	2700
August	1800	2500
September	1700	2400
October	1650	2300
November	1600	2200
December	1500	2200
Total	19,500 (Minimum Annual)	27,500 (Maximum Annual)

Notwithstanding the foregoing, the Participant's delivery rights and obligations for each Contract Year shall remain as provided in Article IV of the Solid Waste IMA.

Maximum Daily Tonnage is 200 Tons

Maximum Weekly Tonnage is 800 Tons

EXHIBIT C

Participant Notice Contact(s)

City Manager
City of Long Beach
1 West Chester Street
Long Beach, New York 11561

EXHIBIT D

Stipulation of Settlement

STATE OF NEW YORK DEPARTMENT
OF ENVIRONMENTAL CONSERVATION

In the Matter of the

Applications of American REF-FUEL Company
of Hempstead ("the Applicant"), to construct
and operate the proposed Hempstead Resource
Recovery Facility (the "Facility") in the
Town of Hempstead, Nassau County, New York

DEC Project No.
10-86-0345

JOINT STIPULATION OF SETTLEMENT

WHEREAS, the applicant has applied to the New York State Department of Environmental Conservation ("DEC") for a Permit to Construct and a Certificate to Operate an Air Contaminant Source, for Permits to Construct and Operate a Solid Waste Management Facility, and for Permits to construct and operate a Long Island well (the "Permits"), including a temporary dewatering system; and

WHEREAS, the Town of Hempstead ("Hempstead" or the "Town") as lead agency, has, pursuant to the State Environmental Quality Review Act ("SEQRA"), accepted the Final Environmental Impact Statement ("FEIS") and adopted measures to mitigate any adverse environmental impacts associated with the proposed Facility; and

WHEREAS, DEC has instituted this proceeding to determine whether the Permits should be issued; and

WHEREAS, the Citizens Committee for Civic Action, Vicki DeJong, Juanita Hollander, the Nassau Neighborhood Network,

Inc., and Vincent Cioci, (consolidated and referred to hereafter collectively as the "Citizen Committee") have intervened in this proceeding opposing issuance of the Permits, or opposing issuance unless additional conditions are added to the Permits; and

WHEREAS, a legislative hearing was held on May 21, 1986, and a pre-adjudicatory hearing issues conference was held on May 22, 1986; and

WHEREAS, the Applicant, the Town, and the Citizen Committee desire to settle, resolve, and compromise their differences with respect to potential adjudicatory issues by stipulating to the terms and conditions hereinafter set forth; and

WHEREAS, the stipulated conditions hereinafter set forth have been reviewed with and approved by DEC staff;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:

1. REF-FUEL will amend its application for a Permit to Construct and Certificate to Operate an Air Contaminant Source to state that the Applicant will meet the emission level for particulate matter of 0.015 grains/dscf at 12% CO₂ by installing and maintaining a fabric filter baghouse that is designed to control particulate emissions to a level of 0.010 grains/dscf at 12% CO₂. REF-FUEL will furnish the Citizen Committee with copies of any amended applications and permit conditions respecting the baghouse. REF-FUEL will furnish a copy of its engineering specification for the baghouse (subject to the deletion of any competitively-sensitive, trade-secret or

engineering-knowhow information) to the Citizen Committee at the time such information is furnished to DEC.

2. a. The Town agrees to develop and implement an educational program relating the benefits of and need for recycling. This program shall be initiated in January 1987.

b. Further, the Town agrees to appoint a recycling coordinator in January 1987, for the purpose of designing and implementing a viable source separation and recycling program. The Town agrees to utilize all reasonable efforts to evaluate and develop markets for recyclable materials.

c. Subject in all instances to the Town's good faith determination respecting the existence of available markets, commencing with the first year of the facility's operation and continuing thereafter, the Town will implement a mandatory source separation and recycling program for its waste stream, including such items as office paper, newspaper, automotive batteries and waste oil, aluminum, metals and plastics.

d. Further, the Town agrees to the establishment of a Recycling Review Panel which shall consist of the recycling coordinator, a person to be designated by the Commissioner of Sanitation of the Town, and two representatives to be designated by the Citizen Committee.

e. Preparatory to the commencement of the Facility's operations, the Recycling Review Panel will review and make recommendations respecting the market studies undertaken by or for the recycling coordinator to determine what, if any, markets exist for recyclable materials.

reserves such rights as it may otherwise have to seek the enforcement of any permit conditions throughout the construction and operation of the plant.

Dated: New York, New York
October 14, 1986

GORDON and GORDON

By: Michael Gordon
80 Main Street
West Orange, N.J. 07052

Counsel for the Intervenor,
Collectively Referred to as
the Citizen Committee

BEVERIDGE & DIAMOND

By: Robert C. Williams
200 Willis Avenue
Mineola, NY 11501

Counsel for the Town of
Hempstead

SIVE, PAGET & RIESEL, P.C.

By: David Paget
425 Park Avenue
New York, NY 10022

Counsel for American REF-FUEL
Company of Hempstead

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Joan B. Scherb, Esq.
Regional Attorney
Region One
Building 40-S.U.N.Y.
Stony Brook, NY 11794

3. The Applicant agrees to make all monitoring data required by DEC permits available for inspection at the Facility to three members of the Citizen Committee. The designated members shall give reasonable prior notice to the Applicant before an inspection. The three designees shall inspect the data during normal business hours at the facility. The Citizen Committee shall notify the Applicant and the Town, in writing, of the names and addresses of the individuals designated as its representatives and of any changes in such representatives.

4. The Applicant shall only accept waste from sources outside the Town based upon the following categories and in the order specified hereafter:

A) Municipal solid waste from municipalities that have a mandatory recycling program comparable to the Town of Hempstead.

B) Commercial Carters. The Applicant will reject inappropriate loads.

C) Municipalities without a mandatory recycling program comparable to the Town.

The waste from outside the Town shall not be secured from a lower priority source category as specified immediately above without a reasonable effort by the Applicant to secure a higher priority source category.

5. The Applicant will provide the designated representatives of the Citizen Committee the following information on a regular basis:

1. List of all commercial carters accepted at the facility

2. List of municipalities with comparable recycling programs.

3. List of all carters which have been issued a warning and notified of problems with the wasteload, the nature of the wasteload, and the reason for this being a problem wasteload.

4. List of all carters which had loads rejected by the facility and a description of the nature of the waste and reason for rejection.

6. Nothing in this Joint-Stipulation shall be construed as an admission by the Applicant, the Town or the Citizen Committee with respect to the adequacy or inadequacy of the Permits or the FEIS, or the merits of any objection thereto.

7. The Citizen Committee believes and affirms that the terms and conditions specified in Paragraphs 1 through 5 hereof, completely resolve any and all of the potential adjudicatory issues in this proceeding and upon acceptance of these terms and conditions by the DEC adjudication is now unnecessary. The Citizen Committee, including individual members, waives any right it may have to appeal from any decision or from the rulings of the Administrative Law Judge or Commissioner of the DEC in this proceeding. The Citizen Committee, including individual members, will not challenge, in any court or any other forum, the issuance of the Permits. The Citizen Committee

A.2 – Single Stream Recycling Contract – Omni Recycling of Westbury



Omni Recycling of Westbury, Inc.

November 2, 2017

City of Long Beach
Attn: John A. Mirando, P.E., *Commissioner of Public Works*
One West Chester Street
Long Beach, New York 11561

RE: Contract C-861 – Single Stream Recycling
Three Year Extension

Dear Mr. Mirando:

Omni Recycling of Westbury, Inc. ("Omni") is in receipt of your letter dated October 23, 2017, in which you indicated that the City of Long Beach (the "City") respectfully requests to extend the above-referenced contract for one additional three (3) year term through December 31, 2020.

Please consider this letter as Omni's written acknowledgement and acceptance of the three (3) year extension through December 31, 2020 for the above-referenced contract.

However, please be advised that in the event that the location operated by Omni in Inwood, New York, which is where the City currently delivers its recyclables, is no longer available to Omni, Omni respectfully requests the ability to redirect the City to deliver recyclables to Omni's Westbury, New York location. In any such occasion, Omni would waive the \$2.25/ton Host Fee for any such recyclables delivered to Omni's Westbury, New York location. Such terms shall be part of the terms and conditions of the Extension Agreement hereto.

Please acknowledge if the above is acceptable to the City. Omni looks forward to providing the City with another three years of quality service.

Thank you.

Respectfully Submitted,


Anthony E. Core, *President*

cc: Robert Agostisi, *Corporation Counsel*
Joseph Febrizio, *Deputy Commissioner of Public Works*



City of Long Beach

ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

TEL: (516) 431-1011

FAX: (516) 431-5008

JOHN A. MIRANDO, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

October 23, 2017

Mr. Anthony Core
President
Omni Recycling of Westbury, Incorporated
7 Portland Avenue
Westbury, New York 11590

Re: Contract C-861 – Single Stream Recycling
Three Year Extension

Dear Mr. Core:

In accordance with the terms and conditions of the Contract (pg. 99) the City respectfully requests to extend the above referenced contract for one additional three (3) year term through December 31, 2020.

The City requires that you acknowledge this request, in writing, as soon as possible. Pursuant to the provisions contained in the contract the same terms and conditions must be maintained for the contract extension.

If you have any questions and/or require any additional information please do not hesitate to contact this office.

Sincerely yours,

John A. Mirando, P.E.

cc: Robert Agostisi, Corporation Counsel
Joseph Febrizio, Deputy Commissioner of Public Works

4. PROCUREMENT CONDITIONS

4.1 TERM OF CONTRACT

The initial term of this contract shall be for a period of three (3) years from the date of the contract signing. The City shall have the option to renew this contract for one three (3) year term on the same terms and conditions by giving written notice to the contractor at least ninety (90) days prior to the expiration date of the contract. The City of Long Beach retains the sole right to extend the contract for the option period listed. There shall be no adjustments to the contract price during the initial contract term.

4.2 UNANTICIPATED GROWTH

The City is densely populated and there is no substantial increases or decreases in the population and/or number of households are foreseen. Thus, the City will not accept any requests for rate increases under the initial contract term and/or any of the option years the City may pursue to cover changes in recyclable quantities.

4.3 CITY OF LONG BEACH ORDINANCES

Appendix One (City of Long Beach Ordinance - Mandatory Recycling) describes the rules and regulations in regards to the collection, handling, and disposal of solid waste within the City of Long Beach boundaries.

4.4 LIMITS AND MATERIALS TO BE COLLECTED

City of Long Beach

The Contractor shall be required to pick up and collect all recyclable materials created within the jurisdiction of the municipality as described herein or as depicted in the City of Long Beach Code of Ordinances for Mandatory Recycling in Appendix One.

~~for repairing and/or replacing same within 24 hours at no cost to the customer.~~



City of Long Beach

DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

Tel: (516) 431-1011
Fax: (516) 431-5008

**SPECIFICATION CONTRACT FORMS AND DOCUMENTS
FOR
SINGLE STREAM RECYCLING**

Contract No. C. 861
Selected Contractor Omni Recycling of Westbury DE.
Resolution No. 168/14
Resolution Date December 16, 2014

October 2014



City of Long Beach

NEW YORK 11561

**JACK SCHNIRMAN
CITY MANAGER**

CITY COUNCIL

SCOTT J. MANDEL, PRESIDENT

FRAN ADELSON, VICE PRESIDENT

LEN TORRES

EILEEN J. GOGGIN

ANTHONY P. ERAMO

**James LaCarrubba
Commissioner of Public Works**

**Joseph Febrizio
Deputy Commissioner of Public Works**



City of Long Beach

NEW YORK 11561

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ATTACHMENTS:

New York State Prevailing Wage form
Apprenticeship Program
New York State Vendor Questionnaire- *this must be submitted with bid*
W-9 Form
General Contractor License



NOTICE TO BIDDERS

PLEASE TAKE NOTE that sealed bids will be received in the Department of Public Works, Room 404, City Hall, Long Beach, New York on, Thursday, November 6, 2014 at 11:00 a.m. prevailing time for:

SINGLE STREAM RECYCLING

Plans, Specifications, and Contract Documents may be examined or obtained at the office of the City Engineer, Room 404. A deposit of \$100.00 per contract set is required. Checks or Money Orders are to be made payable to the City Treasurer, City of Long Beach, New York. Bidders will be entitled to a full refund only if documents are returned in a clean, usable condition within thirty (30) days following the contract award. Non-bidders shall be entitled to a \$50.00 refund if the documents are returned in a clean usable condition within thirty (30) days of the original bid.

No bid will be considered from any person who is in arrears to the City, or who is in default as surety or otherwise upon any obligation to the City, nor shall a bid be considered from any contractor whose performance on any previous contract with the City has been unsatisfactory in the opinion of the City Council. A contractor whose performance has been unsatisfactory shall not be deemed a responsible qualified bidder.

Bidders must satisfy themselves by personal examination of the site of the proposed work and shall not at any time after the submission of a bid or proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or amount of the work to be performed.

The City reserves the right to reject any and all bids received, to waive informalities and also reserves the right to increase, decrease, omit any portions of the Specification. The City will award the Contract to the lowest responsible bidder qualified by past experience to satisfactorily perform the required work of this contract and furnishing the required security. Any Contractor submitting a bid must be able to proceed with the detailed work immediately upon Notification to Proceed, and must complete all work within the project duration indicated.

* Please note all City of Long Beach Projects require New York State Prevailing Wages

City of Long Beach
Nassau County, New York

Jack Schnirman, City Manager
Dated: October 20, 2014



City of Long Beach

NEW YORK 11561

1. General

- a. The information contained in the public "Notice to Bidders" and in these specifications, together with the data shown on the Contract Plans, shall be construed as part of each bid. No verbal stipulations or qualifications will be given consideration.
- b. Each bid must be made on the form furnished by the City of Long Beach and must be accompanied by a bid security.
- c. The bid must be accompanied by a Bid Guaranty which shall not be less than ten (10%) of the total amount bid including all items of overhead. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value) or a Bid Bond. The bid Bond shall be secured by a guaranty or surety company licensed in New York State.

No bid will be considered unless it is accompanied by the required guaranty. Certified checks, bank drafts or Bid Bonds must be payable to the order of the City Treasurer, City of Long Beach. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents. Each bid must be submitted on the prescribed forms.

- d. No bid proposal shall be withdrawn, modified, or canceled once it has been submitted. Bids submitted by mail shall be enclosed in a separate sealed envelope containing the Bid and Qualifications addressed to the Commissioner, Department of Public Works, City of Long Beach, Room 404, One West Chester Street, Long Beach, NY 11561.

Use of mail shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening bids.



City of Long Beach

3. Inspection of Site

NEW YORK 11561

- a. Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work required under this contract and the restrictions attending the performance of the Contract. The Bidder shall examine and familiarize himself with the Contract Drawings, Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or visit the site and acquaint himself with the conditions there existing and the City will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. The City makes no representation as to the accuracy of materials and types of the structures, including the equipment, fixtures and other property, and the Bidder is obligated to check the accuracy thereof.
- b. Bidders by satisfying themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done.

4. Form of Proposal

- a. The Proposals must be submitted on the forms furnished by the City. Failure to use said Form of Proposal, inclusion of bids not requested or the exclusion of any bid requested may result in rejection of the bid.
- b. No Proposal shall be received by the City unless the bidder tendering it is known to be skilled in work of a similar nature to that as detailed in the Proposal.
- c. Bidders must submit their Proposal upon the following express conditions, which shall apply to and become part of each Proposal received.
 - i) Bids will be compared by total amounts, which shall be the sum of the products of the quantities, if any multiplied by the unit price bid for the various items; with due consideration being given to lump sum prices bid or unit price for contingent items, if any. Unbalanced bids may not be accepted.



City of Long Beach

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- b. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for Receipt of Bids, provided such telegraphic communication is received prior to the closing time, and, provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification. All telegraphic communications shall be addressed to the Commissioner, Department of Public Works.

Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

8. Opening of Bids

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons interested may be present, in person or by representative.

9. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned.

10. Collusive Agreement

- a. Each Bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, as well as the Statement of non-collusion, herein also provided, pursuant to Section 103.d of the General Municipal Law of New York, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.



City of Long Beach

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- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for approval by the Engineer and affidavit substantially in the form prescribed in the Contract Documents.

11. Award of Contract - Rejection of Bids

The prices bid, covering the various items of each Contractor, will be the basis of award of contract, with due consideration for the time of construction either as stated by the City or if stated by the Bidder to be different from that stipulated by the City. If discrepancies exist, the written (in words) unit price shall govern and the figure will be corrected to reflect the correct total bid for various items. Lump sum prices written in words shall govern.

- a. The Contract will be awarded to the lowest responsible Bidder complying with the conditions of the Notice To Bidders provided such Bid is reasonable and it is to the best interests of the City. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider a Bidder unqualified if he cannot demonstrate that he has or can perform with his own forces the major portions of the work involved in the project.
- c. The City also reserves the right to reject the bid of any Bidder, who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the Contract, or who has without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees. In determining the lowest responsible Bidder, the following matters in addition to those abovementioned, will be considered: Whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to work; (4) has appropriate technical experience.
- d. The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.
- e. The City will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable City, County or State Laws.



City of Long Beach

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12. Execution of Agreement, Performance and Payment Bond

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute the Agreement in the form include in the Contract Documents in three (3) copies.
- b. The Bidder to whom a contract is awarded, together with the sureties offered by him, shall attend at the office of the Corporation Counsel, within (10) days, Saturdays, Sundays, and City Holidays excluded, after the date of notification, by certified mail, or acceptance of his Proposal and there sign the Contract for the work and furnish the approved security in an amount equal to the full amount of the Contract for its performance and maintenance.
- c. Coincident with the signing of the contract, the successful Bidder shall execute a Performance Bond, underwritten by a reliable, solvent surety company in the full amount of one hundred percent (100%) of the accepted bid. The form and other features of the bond shall meet the approval of the City. The surety Company shall be responsible for the Contractor's guaranteeing to the City the faithful performance of the contract, payment of all just claims for materials, labor and wages in connection therewith. The Performance Bond shall provide security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents, or such other form as is acceptable to the City, and shall bear the same date as, or a date subsequent to, the date of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond or bonds. A guaranty or surety company licensed in the State of New York shall sign this bond, or bonds.
- d. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after notification by certified mail to appear for signing of contract(s), or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the city for a refund.



City of Long Beach

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13. Insurance

The amounts, types and clauses to be included in the insurance required to be carried by the successful Bidder and his subcontractors are listed in the Conditions of Contract.

14. Liquidated Damages

- a. The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the security deposited with his bid.
- b. Bidder agrees to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete his work on or before the prescribed completion date. The Bidder also agrees to pay as liquidated damages, the sum of one thousand (1000) dollars for each consecutive calendar day thereafter the work remains uncompleted.

15. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. Notice of Special Conditions

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.
- d. Stated allowances.

17. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. In so far as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.



City of Long Beach

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18. **Hiring of Local Labor** The maximum feasible employment of local labor is covered in Employment of Local Labor Section of the General Conditions.

19. **Labor Requirements**

New York State wage rates must be used in this contract.

20. **Pre-Bid Meeting NOT INCORPORATED IN CONTRACT (NIC)**

All prospective Bidders will be NOT REQUIRED to attend a Pre-Bid Conference* scheduled for _____ in Room 404, City Hall, Long Beach, New York. At such time, any questions or comments regarding the scope of the proposed project will be addressed. A site visit will then follow.

*Note: ATTENDANCE AT THIS CONFERENCE WILL BE MANDATORY TO BE CONSIDERED A QUALIFIED BIDDER.

21. **Qualification of Bidders**

In the consideration and acceptance of any proposal, the City shall be entitled to exercise every measure of lawful discretion evaluating the financial history and ability of the proposer and his past performance in ventures of this or similar nature. Such data will be considered either as a material or controlling factor in the acceptance of any bid submitted. All Contractors will be required to provide information regarding their qualification as outlined in the enclosed PROPOSAL section.



City of Long Beach

NEW YORK 11561

PROPOSAL (General)

Place: Long Beach NY

Bid Date: Nov 25 2014

Long Beach Contract No:

Proposal of Ormi Recycling Inc. (hereinafter called

"Bidder") (either a corporation, organized and existing under the laws of the State of New York, or a partnership, joint venture or an individual) doing business as

_____. *

To the City Council

of the City of Long Beach (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your Notice to Bidders for:

Single Stream Recycling

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

- Insert corporation, partnership, joint venture or individual as applicable.



City of Long Beach

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PROPOSAL (General) - Cont.

The undersigned further declares that the only person, persons, company or parties interested in this Proposal as principals are named herein; that he has carefully examined all contract forms and plans; that he has made a personal examination of the site of the proposed work and such investigations as are necessary to determine the character of the materials to be encountered, and he proposes and agrees that if this Proposal is accepted, he will contract with the City of Long Beach, to provide the necessary machinery, tools apparatus and other means of construction, and all materials and labor called for by the said Contract, Plans and Specifications, including all Addenda issued prior to the date of opening of the Bids (except for Addendum enclosing Prevailing Wage Rates which may be issued after such date) or necessary to complete the work in the manner and within the time set forth in the Contract, Plans and Specifications, for the lump sum price set forth in the following Schedule of Prices:

--



CITY OF LONG BEACH
BID
PROVIDE DISPOSAL DESTINATION
FOR
SINGLE STREAM RECYCLING
OCTOBER 2014

1. PRICE

SINGLE STREAM RECYCLING

PROVIDE DISPOSAL DESTINATION FOR "SINGLE STREAM" RECYCLABLES

TWENTY FIVE HUNDRED (2500) TONS X \$ - 0 - /ton
(insert revenue per ton here-dollars and cents)

= Zero Dollars + Host fee Pd by the city to Host Dist.

(insert total revenue generated annually - dollars and cents)
+ Host fee Pd by the city to Host Dist

MULTIPLY TOTAL REVENUE GENERATED ANNUALLY BY THREE YEARS

= Zero Dollars
(insert total revenue generated for entire three year contract period - dollars and cents)

+ Host fee Pd by the city to Host Dist.

2. DISPOSAL DESTINATION

Please provide the name, address, and telephone number of the proposed disposal destination below:

Name: Town of Hempstead - Dist #1 * Alt site

Address: Bay Blvd Bxwood NY Dickens St
Westbury NY

Telephone Number: 516 333-5741

Submitted By: Omni Recycling of Westbury Inc.
(Name of Company)

Name of Authorized Representative:

Anthony E. Cone
(Print Name)

Signature of Authorized Representative: [Signature] President

Date: 11/24/14



City of Long Beach

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PROPOSAL (Schedule of Prices)

Work shall be completed within three (3) years Consecutive Calendar days after date of Contract signing.

Name of Bidder Omni Recycling & Westbury Inc.

Address of Bidder 7 Portland Ave Westbury NY 11590

Federal I. D. Number 11-2924005

Telephone Number 516 333-5741

Signed By

Title

Date

[Signature]
President

11/24/14



City of Long Beach

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PROPOSAL (Declaration)

Herewith is a Certified Check or Bid Bond for the following Contract (equal to at least ten percent (10%) of the Total Bid or Total Alternate Bid, whichever is the greater) in the amount of:

please see Bond (\$)

payable to the City of Long Beach, as a surety that the undersigned will enter into a contract for the work within ten (10) days of date of Notice of award of Contract. The undersigned proposes to commence work and order materials in accordance with the written "Notice to Proceed" and to complete the work in accordance with the following schedule and guarantees. The work performed and the materials furnished for a period of one (1) year after the final acceptance of the work. Bidder agrees to pay as liquidated damages, the sum of \$1000.00 for each consecutive day thereafter.

The City of Long Beach reserves the right to award the contract to whichever bidder whose proposal results in the least cost to the City

No work shall be performed on Saturday, Sunday or Holidays, without the prior expressed approval of the Engineer.



City of Long Beach

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PROPOSAL (Qualifications of Bidders)

Bidders are required to provide the following information. Bidders may attach additional sheets as needed.

1. Name of Bidder Omni Recycling of Westbury Inc.

2. Permanent Main Office Address, Including City, State And Zip Code:
7 Portland Ave
Westbury NY 11590

3. Telephone Number (516) 333-5741
Fax Number (516) 997-7334

4. When Organized 1988

5. If A Corporation, Where Incorporated New York - 1988

6. Description of General Character of Work Typically Bid By Firm:
Recycling + Transportation



City of Long Beach

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PROPOSAL (Qualifications of Bidders) Cont.

7. Current Contracts on Hand:

Project Title and Location	Estimated Completion Time	Estimated Value	Reference Person/Inspector with Phone Number
DEC facility operations	25 years	3/m/year	Igor Silicic 902-3629
DEC facility operations	16 years	1.5/m/year	George Pappas 996-0057
Receiving	10 year	John Conroy	578-4210

8. Has the Firm ever failed to Complete any Work? If so where and why?

NO

9. Has the firm ever defaulted on a Contract? If so, where and why?

NO



City of Long Beach

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PROPOSAL (Qualifications of Bidders) Cont.

10. List recent Contracts that demonstrate experience germane to the project described herein:

Year	Project Name Location	Estimated Value	Description	Contact Person & Phone No.
		deserve H 7		

11. List the Major Equipment available for this contract

Recycling center located in Westbury NY
Trucks, Trailers + Containers



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

12. List All Principals And Officers And Relevant Experience of Each.

Name	Title	Experience
Anthony E. COLE	President	30+ years

13. Give Primary Bank Reference and Credit Available:

Bank: Cap One

Address: Melville NY

Credit Amount \$ 500,000.

14. Will the firm, upon request, fill out a detailed financial statement dated within 30 days of the Bid date and furnish any other information that may be required by the City of Long Beach?

yes, provided it is
privileged + Confidential



City of Long Beach

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PROPOSAL (Qualifications of Bidders) Cont.

- 15(a) Has the firm ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, sex or religion? If so, give full details.

No

- (b) Has the firm ever been accused of discrimination based upon race, color, nationality, sex or religion in any actions or legal proceeding? If so, give full details.

No

- (c) The City may make an investigation it deems necessary to assure itself of the ability of the Bidder to perform the work, including but not limited to obtaining a certified financial statement from the Bidder. The ability of any Bidder to obtain a performance bond shall not be regarded as the sole test of the Bidder's Competency, Reliability and Responsibility.

16. What percent of the proposed project will be performed by Subcontractor?

None

17. What specific activities are proposed for subcontractor involvement?

None

18. Is the firm currently or has the firm ever been disbarred from doing business in New York State?

No



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration)

Anthony E. Cone

Name

Name

Name

Name

Name

Name

Bidder: Omni Reading & Writing Inc.

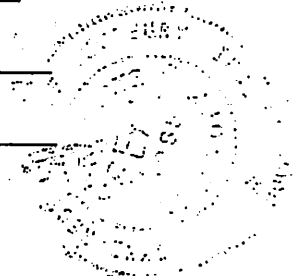
Bidder's Address 7 Portland Ave

Westbury, NY

Signed By: [Signature]

Title: President

Corporate Seal



Name

Name

Name

Name

Name

Name

Bidder: _____

Bidder's Address: _____

Signed By: _____

Title: _____



City of Long Beach

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PROPOSAL - (Declaration) Cont.

The undersigned acknowledges receipt of the following Addenda :

ADDENDUM NO: _____ DATE : _____

ADDENDUM NO. _____ DATE : _____

ADDENDUM NO. _____ DATE _____

The undersigned is a _____ (state whether single individual, or if a partnership, give names of all partners, or if a corporation, give names of principal officers).

Name

Address

Name

Address

Name

Address

Bidder: _____

Bidder's Address: _____

Signed By _____

Title: _____

Corporate Seal



City of Long Beach

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PROPOSAL (Declaration) Cont.

The undersigned is a joint venture, consisting of the following corporations:
(give names of all principal officers)

Name

Address

Bidder : _____

Bidder's Address : _____

Signed By : _____

Title : _____

Corporate Seal

Name

Address

Name

Address

Name

Address

Bidder : _____

Bidder's Address : _____

Signed By : _____

Title : _____

Corporate Seal



City of Long Beach

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PROPOSAL - Non-Collusive Bidding Certificate

Pursuant to Section 103-D of the General Municipal law, the Contractor makes the following statement under penalty of perjury and by submission of this bid or proposal the Bidder certifies that:

(a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other Bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of his certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that Omni Recycling of Westbury Inc. be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project:

SINGLE STREAM RECYCLING

and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

Omni Recycling of Westbury Inc. corporation at a meeting of its Board of Directors held on the

24 day of Nov, 2014. (Seal of the Corporation)

Secretary

Respectfully Submitted :

Firm Name : Omni Recycling of Westbury Inc.

Firm Address : 7 Putnam Ave

Signed By : Anthony E. Conno

Title : Secy & President



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT

1. Contract Documents and Definitions

The Notice to Bidders, Information for Bidders, Proposal, Form of Contract, Conditions of Contract, Contract Specifications and Contract Drawings, together with any Addenda, shall form part of this contract, the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Contract Drawings, Specifications, any Addenda, the Notice To Bidders, Information For Bidders, Proposal and Conditions of Contract. In case of any conflict or inconsistency between the provisions of the Contract and those of the contract specifications, the provisions of this Contract shall govern.

2. Definitions

The following terms as used in these Contract Documents are respectively defined as follows:

- a. Owner or City - The term "Owner" or "City" shall mean the City of Long Beach and/or its authorized representatives.
- b. Engineer - The term "Engineer" shall mean the Commissioner of Public Works or his authorized representatives assigned to inspection of work materials.
- c. Contractor - A person, firm or corporation with whom this Contract is made by the City.
- d. Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at site of the project for, and under separate contract or agreement with, the Contractor.
- e. Apprentice - (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprenticeship.

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City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

3. **Scope of the Work**

The Contractor will furnish all plant, labor material, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this contract as required by and in strict accordance with the applicable Contract Plans, Contract Specifications and Addenda prepared by the Engineer and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract by the Engineer, and will perform all other obligations imposed on him by this Contract.

4. **Contractor's Title to Material**

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

5. **Inspection and Testing of Materials**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Engineer. However, the Contractor will pay for all laboratory inspection service direct, as a part of the contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitable for users intended.

6. **"Or Equal" Clause**

Whenever a material, article or piece of equipment is identified on the proposed Contract document drawings or Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended to establish a standard. Any material, article, or equipment of other manufactures and vendors which will precisely perform the duties imposed by the general design will be considered equally acceptable provided, the material, article, or equipment so proposed is in the opinion and discretion of the City's project engineer, of equal substance and function.



City of Long Beach

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CONDITIONS OF CONTRACT (Cont.)

Should a bidding contractor intend to substantially deviate or substitute established standards, a request for substitution must be submitted in writing to the City's project engineer with the contractor's bid package. All such requests for substitution must be accompanied by a complete set of descriptive technical data on the items proposed for substitution. The City, in its discretion, may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the material or equipment specified. Such certification must be signed by a New York State licensed, professional engineer.

No substitutes of material article or equipment shall be made, purchased or installed by the contractor without the City project engineer's prior written approval.

7. Patents

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufacture or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process which is authorized by the Engineer of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by and through the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the City and its employees on the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.



City of Long Beach

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CONDITIONS OF CONTRACT (Cont.)

8. Surveys, Permits and Regulations

Unless otherwise expressly provided for in this Contract, the City will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fence or other protective facilities.

9. Contractor's Obligations

The Contractor shall and will, in a good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract and said Contract Specifications and in accordance with the Contract Drawings covered by this Contract and any and all supplement plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Engineer.

10. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the City, or his duly authorized representative.



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CONDITIONS OF CONTRACT (cont)

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter.

Where the Contractor has not taken action but notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by Engineer.

12. Inspection

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. Reports, Records and Data

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the City may request concerning work performed under this contract.

14. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.

15. Changes in Work

No changes in the work covered by the approved contract document shall be made without having prior written approval of the City. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. The actual cost of:
 - i) Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments including unemployment and other labor related fringe benefit payments, but not including the overtime additive payments for the proposed activity.



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CONDITIONS OF CONTRACT (Cont.)

- ii) Total Cost of Materials incurred by the Contractor as defined in (1.0) above including the cost of transportation of the project site.
- iii) Power Costs and related operations and equipment, required to perform the specific task.
- iv) Project Insurance and bonds related to these activities.
- v) In order for the Contractor or his/her subcontractor to receive compensation for work performed under this item, a detailed cost breakdown with relevant backup documentation must be submitted with each voucher.

16. Overhead and Profit

To the cost under 15c, there shall be added a fixed fee to be agreed upon. The fee shall in no case exceed twenty (20) percent of the items listed in 15c, and this compensation shall represent cost of supervision, overhead, bonds, insurance, profit and all other general expenses. Profit and overhead shall not be paid on the premium portion of overtime or on payroll taxes.

In the event that the additional work is performed by an approved sub-contractor, the sub-contractor can claim a maximum of twenty (20) percent profit and overhead. The Contractor, however, will only be entitled to a maximum of ten (10) percent combined overhead and profit on the agreed upon sub-contractor amount.

17. Extra Work

The City may, at any time, and without notice to the sureties, require extra work. The Contractor shall perform such extra work and furnish such additional materials which, in the opinion of the Engineer, are necessary or advisable for the proper completion of the work. All extra work and materials shall be ordered in writing by the Engineer, and in no event shall any such work or materials be paid for unless so ordered. In the absence of such prior approval, all claims for such work or materials, shall be absolutely waived by the Contractor and the City shall not be required to allow payment for the same or for any part thereof.



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CONDITIONS OF CONTRACT (Cont.)

The Contractor further agrees that he will perform such extra work with all reasonable diligence and will employ thereon competent men at least equal to the average of the class of men employed under this Contract upon work of similar character. The Contractor agrees to give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by the Contract price, and he agrees that he shall have no claim for compensation for such work, unless a statement in writing of the actual cost of the same fully itemized as to labor and materials, is presented to the Engineer before the fifteenth (15th) day of the month following that during which such specific order was complied with by him.

18. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and City, that the date of beginning and the time for completion as specified in the Contract are essential conditions of the Contract and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the City the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The Contractor agrees that he shall order all materials and commence work within ten (10) consecutive calendar days after date specified in Notice to Proceed.

The rate of progress of the work shall be such that the whole work shall be performed in accordance with the Contract Documents and in no event later than the time specified therein, unless an extension of this time shall have been made in the manner herein provided.



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CONDITIONS OF CONTRACT (Cont.)

The time of completion of this Contract shall be as indicated on the Proposal Sheets and the date of such completion shall be the date of the certificate of completion hereinafter specified.

The City reserves the right to order the Contractor to suspend operations when, in the opinion of the Engineer, improper weather conditions make such advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not charged against the specified completion time.

19. Extensions of Time

In the event the Contractor is substantially delayed in the prosecution and completion of the work by changes, additions or omissions therein ordered in writing by the Engineer or by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to Acts of God or of any public enemy, acts or neglect of the City or by delay or default of any other Contractor of the City, fire, floods, epidemics, quarantine restrictions, strikes, riot, civil commotion or freight embargoes, the Contractor may within five (5) days after the occurrence of the delay for which it claims allowance, notify the Engineer in writing and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the City, in its sole discretion, may award in writing.

No such extensions of time shall be regarded as a waiver by the City of its rights to terminate the Contract for abandonment or delay by the Contractor or relieve the Contractor of his full responsibility for the performance of his obligations hereunder.

20. Liquidated Damages for Delay

The time limit being essential to and of the essence of this contract, the Contractor hereby agrees that the City shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this Agreement, the sum of one thousand (1000) Dollars per calendar day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested that the City will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion provided, however, that the City shall have the right to extend the time for the completion of said work.



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CONDITIONS OF CONTRACT (Cont.)

21. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case maybe, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

22. Subsurface Conditions Found Different -

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Contract Plans or indicated in the Contract Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Contract Plans or indicated in the Contract Specifications, he will at once make such changes in the Contract Plans and Contract Specifications as he may find necessary, and any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 15 of these Conditions of Contract.

23. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is done under the terms of paragraph 15(c) of the Conditions of Contract, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Engineer give the Engineer access to accounts relating thereto.



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CONDITIONS OF CONTRACT (Cont.)

24. Right of the Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction is made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by Contract or by force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned by the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site and necessary therefore.

25. Estimates and Payments

- a. Monthly: At the end of each calendar month during the progress of the work, the Contractor shall make up an approximate estimate of the work done and the materials furnished, based upon the prices set forth in the Proposal. Duly certified copies of such certificates of payment shall be submitted to the Engineer for approval. In consideration of the work done and the materials furnished, the City will pay or cause to be paid to the Contractor the amount approved as due him, less five percent (5%) of each progress payment less an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged, all in accordance with Section 106-b of the N.Y.S. General Municipal law latest revision. The making and approval of any such estimates or payments made thereon shall not be taken or construed as an acceptance by the Engineer, or the City of any work so estimated and paid for. The monthly estimate remaining unpaid will be retained by the City as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages caused the City by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in any subsequent payment.



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CONDITIONS OF CONTRACT (Cont.)

All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require fulfillment of all of the terms of the Contract.

- b. Final Certificate: One month after the time of completion and acceptance of the work as specified and contracted for, the Contractor will make a final certificate of all work done. Upon approval of such final certificate by the Engineer, the City will pay the full amount less the five percent retained percentage, for one year, less any prior payments, less any money paid by the City by reason of said Contractor having failed to carry out faithfully and completely all the obligations and the requirements contained herein.
- c. Maintenance Bond: If a Maintenance Bond is deemed acceptable and a condition of the Contract Forms, the City will pay the Contractor the full amount of the Contract as previously described upon receipt of a Maintenance Bond in a form acceptable to the City. If a Maintenance Bond is not specified then the City in order to secure the performance of the covenant of the Contractor, the City shall retain during the period of one year from the date of the said final certificate, an amount equal to five percent (5%) of the said final certificate. If, at the end of the said period of one year, the Contractor shall have fulfilled said covenant to the satisfaction of the Engineer, the said percentage shall then be paid to the Contractor. No interest shall be allowed the Contractor on retained percentages. Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made will the Contractor be relieved from the obligations assumed in the contract.



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CONDITIONS OF CONTRACT (Cont.)

The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature herein above designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his surety.

In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any such payment made in good faith. The Maintenance Bond shall be for the final contract value.

- d. Measurement for Payment: The Engineer or his representative shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under and by virtue of this agreement and shall be taken as full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure and re-estimate any portion of the work, but the expense of such re-measurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.



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CONDITIONS OF CONTRACT (Cont.)

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or performance bond.

27. Final Certification by Contractor

The contractor will be required to certify upon completion of all work and/or services that all outstanding claims for labor, services, materials and equipment incurred during the course of the work have been satisfied. The contractor will, further, release the City of Long Beach from any liability regarding any claims that may arise subsequent to this certification.

The contractor's certification shall be submitted with the final payment voucher and shall be submitted in a form consistent with the attached prototype. This document must be prepared on the Contractor's letterhead and must be properly notarized.



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CONDITIONS OF CONTRACT (Cont.)

Your Letterhead

Date

N/A

Department of Public Works
City of Long Beach
City Hall
One West Chester Street
Long Beach, N.Y. 11561

Re:

Gentlemen:

We certify that all work has been performed and material supplied in full accordance with the terms and conditions of the contract documents between the City of Long Beach and _____.

We further certify that all outstanding claims for labor, services, materials and expended equipment employed in the performance of said contract have been paid in full, in accordance with the requirements of said contract.

The acceptance of final payment by your firm name shall be and shall operate as a release to the City of Long Beach of all claims and all liability to the City for all things done or furnished in connection with this work and for every act and neglect of the City of Long Beach and other relating to or arising out of this work.

Very Truly Yours

Notarized



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CONDITIONS OF CONTRACT (Cont.)

28. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of 95% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractors interest therein.

29. The City's Right to Withhold Payments

The City may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the City, be necessary:

- a. to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- b. to protect the City from loss due to defective work not remedied, or
- c. to protect the City from loss to injury to persons or damage to the work or property of other Contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The City shall have the right as agent for the contract to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the account of the Contractor.

30. Contractor's Insurance

Required Coverage - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance. In all cases, the insurance provider must be a licensed carrier in New York State. The required insurance coverage is as follows:



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- a. Workmen's Compensation Insurance - in accordance with the law of the State of New York.
- b. Comprehensive General Liability Insurance - to protect the Contractor and any subcontractor performing work in connection with this contract from any claims for damages for bodily injury (personal injury, sickness or disease, including death resulting there from, as well as injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or wrongful entry), as well as from claims for property damage which may arise from operations connected with this contract, by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
 - i) \$1,000,000 each person.
 - ii) \$1,000,000 each occurrence.
 - iii) Excess Liability: Minimum \$2,000,000
- c. Owner's Protective Liability Insurance - to protect the Owner from claims arising from the operations of the Contractor and its subcontractors for damages for personal injury and property damage as defined above and for amounts specified above. In addition, the policy shall contain the following provisions:
 - i) The presence of the Owner's Engineer or representative on the site of the work shall not invalidate the policy of insurance.
 - ii) The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued to the Contractor.
- d. Special Hazards Insurance: Public Liability Insurance for automobiles and trucks covering claims arising from bodily injury and property damage in amounts specified above.
- e. Contractual Liability Insurance covering the liability assumed by the Contractor under this Contract requiring him to indemnify and save harmless the City and Engineer from claims due to accidents causing injury to destruction of property, Including the loss of the use thereof, in amounts specified above for Comprehensive General Liability Insurance.



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- f. Explosion, Collapse and Underground Damage (XCU) Insurance: In addition to the Comprehensive General Liability Insurance and the owner's protective Liability Insurance required in sub-paragraph (b) and (c) above, the Contractor shall expand his coverage to include Explosion, Collapse and Underground damage Insurance to protect the Contractor, the City and the Engineer from claims for damages for personal injury and property damage resulting from excavation, pile and sheeting installation, pumping and related operations. Coverage under this XCU policy shall be for the amounts specified in sub-paragraph 28b. above under Comprehensive General Liability Insurance.
- g. Personal Injury Liability Insurance - to protect the City and Engineer from claims arising from the employees of the Contractor and his sub-contractors for damages of personal injury being described as willful torts, to wit: false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry; for the amounts specified under the Comprehensive General Liability Insurance.
- h. "Hold Harmless" and Indemnity: The parties to this agreement specifically and without ambiguity agree that they shall hold the City harmless and provide complete indemnity to the City for any and all claims and suits for personal injury, property damage, including Contractor's property, contamination of or adverse effects on the environment, and injuries to or death of persons including the City's or Contractors's employees, other tort or Contract, which may be brought against the City of Long Beach (including wrongful death or any other claim).
- In addition, the Contractor shall indemnify the City for any actual, alleged or threatened environmental condition, damage, liability, or legal or permit violation associated with any City of Long Beach municipal waste, to the extent that actual, alleged or threatened environmental condition, damage, injury or legal or permit violation occurs after title to such waste passes to the Contractor.
- This complete and absolute duty to indemnify the City shall apply in any instance in which any person shall allege that the other parties to the Contract were involved or connected in any manner with the damages alleged by the claimant, regardless of whether the claimant's claims, or alleged manner of involvement of the parties with the claims, shall have any merit.
- To avoid any problem of interpretation, parties agree that the mere allegation on the part of a claimant that the City was connected in any manner with the claim shall trigger the other parties duty to provide legal defense and indemnity to the City.



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I. This duty to indemnify the City shall apply even if it should be proven or adjudicated that the City's negligence was the sole proximate cause of the claimant's loss.

In order to protect the general public and claimants in general, the other parties to this agreement shall purchase a contract of general liability insurance (amounts of coverage specified elsewhere in this agreement naming the City of Long Beach as an additional insured). The General Liability policy shall include Contractual Liability and the certificate of insurance shall reflect the same.

In the event that a claim arises against the City which is connected in any way with the other parties to this agreement, then the other parties agree to be liable to the City for the full indemnity for any judgment rendered against the City, including the costs of defense of this claim.

For the purpose of determining which claims against the City shall be indemnified by the other parties, the following shall apply:

Claims arising out of:

1. any performance directly called for by this agreement
2. any performance by a party which is necessarily related to performance under this agreement
3. any act of any employee of a party in the scope of his employment
4. any claim arising out of the physical condition of the premises, its fixture and appurtenances
5. any condition of any item or object on the premises
6. the actual, intended or permitted use of the premises
7. the condition of any sidewalk or walkway, curb or gutter or physical walking surface of any kind located within twenty feet of the vertical surface of any structure used by the other parties



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the condition of any street or sidewalk of other walking surface within the area in which the parties perform work under this agreement shall be subject indemnification by the other parties.

The intention of the parties, for purposes of further clarification, is that because the parties are providing for insurance coverage for the benefit of all parties, all the other parties to this agreement waive any claim for contribution or indemnity against the City in any claim for damages brought by a claimant.

In the event of any ambiguity as to whether a particular claim requires the other parties to this agreement to indemnify the City, the parties agree that all ambiguities shall be resolved in favor of indemnification to the City.

In the event of any conflict between this indemnification clause and any other portion of this agreement, this indemnification clause shall supersede the conflicting provisions.

- i. Limitation of Liability - The Contractor and all sub-contractors agree to limit the liability of the CITY and ENGINEER, due to the Engineer's professional negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000), or 5% of the contract award amount, whichever is greater.
- j. Cost and Proof of Carriage of Insurance - The Contractor shall furnish the City with copies of all insurance policies, each of which shall contain the following provisions:

"Such insurance shall not be canceled, terminated, modified or changed by either Contractor or Insurance Company, except on thirty (30) days prior written notice sent by the Insurance Company via certified mail to the City of Long Beach, Department of Public Works."

NOTE: POLICIES SHALL DELINEATE "THE CITY OF LONG BEACH" UNDER THE NOTATION FOR ADDITIONAL INSURED.



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CONDITIONS OF CONTRACT (Cont.)

31. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by the State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety company shall be authorized to do business in the State of New York and approved by the City. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the City.

32. Additional or Substitute Bond

If at any time the City for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and or Payment Bonds, the Contractor shall within five (5) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City.

33. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of the moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.



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CONDITIONS OF CONTRACT (Cont.)

34. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his sub-contractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

35. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractors without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Conditions of Contract and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.



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CONDITIONS OF CONTRACT (Cont.)

36. Authority of the Engineer

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Engineer, and shall perform all work to the satisfaction of the Engineer, at such time and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents or particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception all the work shall be governed and so performed.

37. Inspection and Tests

All material and workmanship shall be subject to inspection, examination and test by the Engineer and other representatives of the City at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable an examination of any part of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, whether or not the same shall be defective, the Contractor shall be liable for the expense for such examination and satisfactory reconstruction.

If, however, such approval and consent shall have been given and such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished the Engineer prior to the incorporation of material in the work. Results of all tests shall be sent directly to the Engineer by the testing laboratories and/or agencies.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

38. National Historic Preservation Act of 1966

The Contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural, or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971].

39. Waiver of Immunity - NOT IN CONTRACT

The Contractor states that he is familiar with the provisions of Article 5-A, Chapter 94, of the General Municipal law of the State of New York, as amended by Chapter 751, Section 1, of the Laws of 1965, and particularly with Sections 103-A and 103-B thereof.

The Contractor states that he is aware that under the provisions of said sections his refusal when called before a Grand Jury to testify concerning this transaction or other transactions had with the City or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts shall thereafter disqualify the Contractor from receiving awards or entering into any contracts with any municipal corporation, fire district, public department, agency or offices thereof for goods, work or services for a period of five (5) years after such refusal.

Failure of the Contractor to waive immunity gives the City the right to cancel or terminate this Contract without the City incurring any penalty or damages on account of such cancellation or termination.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

40. Suits at Law

The Contractor shall indemnify and save harmless the City from and against all suits, claims, demands, or actions for any injury sustained by any party or parties in connection with the construction of the work or any part thereof or any commission or omission of the Contractor, his employees or agents or any subcontractor and in case of any such action shall be brought against the City, the Contractor shall immediately take charge of and defend the same at his own cost and expense.

41. Provisions Deemed by Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted then, upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

42. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance;
- e. Before final payment to remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from his operations, and to put the site in a neat, orderly condition;
- f. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT (Cont.)

43. Land and Rights-of-Way

Prior to the start of construction, the City shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this Contract.

44. General Guaranty - NOT IN CONTRACT

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damages to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

45. Conflicting Conditions

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these Conditions of Contract shall be void to the extent of such conflict or inconsistency.

46. Notice and Service Thereof

Any notice to any Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

47. Safety and Health Regulations for Construction

In order to protect the health and lives of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT

Agreement made this 24th day of Nov, 2014, by and between the City of Long Beach, Nassau County, New York, (hereinafter called the "City"), party of the first part, and

Omni Recycling of Westbury Inc.

with legal address at

7 Portland Ave Westbury

County of NASSAU, State of New York, (Hereinafter called the

"Contractor"), party of the second part.

The Contractor agrees to furnish all labor and materials for:

Single Stream Recycling

as shown on the contract plans or specified in the contract specifications made

by : Department of Public Works

dated 11/24/14, and entitled- Single Stream Recycling



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

- b. The Contractor agrees to complete and perform all work in the most thorough workmanlike and substantial manner in every respect to the satisfaction and approval of the City's Engineer, or Engineers, (hereinafter referred to as the "Engineer") in the manner and within the time hereinafter limited, and in strict accordance with the contract, and with the Information for Bidders, Proposal, and Contract. *City shall not mix or cause to be mixed*
* *waste or non-Conforming Material into the Recables.*
Specifications and the General Conditions hereto attached, and the plans therein referred to, and under the penalty expressed in the Bond referred to herein, which said information, Proposal, Specifications, Clauses, Plans, and Bond are hereby made part of this Contract as if the same were repeated at length herein.
- c. The Contractor agrees that the City shall be authorized to retain out of monies payable to said Contractor a sum equal to five percent (5%) of the final certificate for payment under this Contract for the guarantee of the making of any necessary repairs to the work for a period of one (1) year after the date of the final certificate for payment. At the end of that time, payment will be made to the Contractor. The City may accept a One (1) Year Maintenance Bond in lieu of the 5% retainage, at the discretion of the Engineer.
- d. The Contractor shall protect and save the City of Long Beach harmless against any liability arising from personal injuries or property damage which may result from the performance from this contract and policies of insurance against such liability in form satisfactory to the City, whereby the City appears as named insured, shall be provided to the City prior to the commencement of work in the amounts as stated in the Conditions of Contract.
- e. The Contractor shall maintain Workmen's Compensation Insurance for all employees and subcontractors and certificates of such insurance shall be provided to the City, which certificates shall set forth the fact notices shall be given to the City in case of cancellation



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

- f. This Contract is hereby awarded to the Contractor for the work and materials called for under his bid in the proposal section of these Contract documents as shown on the Contract plans prepared by Department of Public Works

Designated as Items:

All of the City's curb side collected
Single Stream Recyclables without
waste and/or non-Conforming
Material



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

IN WITNESS WHEREOF, the City of Long Beach, as represented by the City Council, has caused this agreement to be signed by the City Manager, pursuant to a resolution of authorization by the City Council, bearing date of 16 day of December, 2014 and the Contractor has hereunto set his hand seal, the day and year first above written, bearing Resolution No. 168/14.

CITY OF LONG BEACH
NASSAU COUNTY, NEWYORK

BY: [Signature]
CITY MANAGER
CITY OF LONG BEACH, NASSAU COUNTY, N. Y.

[Signature]
CITY CLERK

Oma Recycling of Westbury, Inc.
CONTRACTOR

SIGNED BY: [Signature]

TITLE: President

WITNESS: [Signature]

WITNESS: [Signature]



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

(ACKNOWLEDGEMENT OF OFFICER OF THE CITY EXECUTIVE CONTRACT)

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

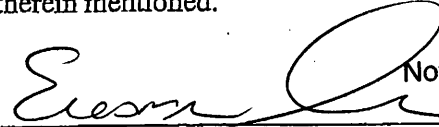
On this 25th day of October, 2016, before me personally

came and appeared Jack Schnirman, to me known, who being by me duly

sworn, did depose and say that he is the City Manager of the CITY OF LONG

BEACH, described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law, he subscribed his name to the foregoing instrument and that he executed the same for the purposes therein mentioned.

(SEAL)


ERASMIA AMOROSA
Notary Public, State of New York
No. 01AM6070030
Qualified in Nassau County
Notary Public Commission Expires Feb. 19, 2018

(ACKNOWLEDGEMENT OF OFFICER OF THE CITY ATTESTING CONTRACT)

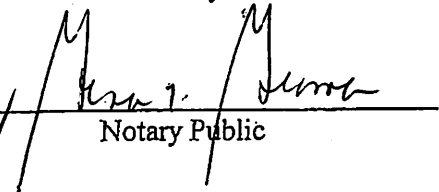
STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On this 24 day of OCT, 2016, before me personally came

and appeared David Fraser to me known, who being by me duly sworn, did

depose and say that he/she is the CITY CLERK of the CITY OF LONG BEACH described in and which executed the foregoing instrument; that he/she knows the seal of the City of Long Beach; that he/she is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he/she affixed it thereto and attested the same over his/her signature by virtue of the authority in him/her vested.

GINA T. GUMA
Notary Public, State of New York
No. 01GU4650362
(SEAL) Qualified in Nassau County
Commission Expires January 31, 2018


Notary Public



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)

) SS:

COUNTY OF Nassau)

On this 10th day of June, 20 16, before me personally came

and appeared Anthony E. Curt, to me known,

who being by me duly sworn, did depose and say that he/she resides at in

Syasset, NY

that he/she

is the President of the corporation described in and

which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Directors of said corporation, and that he/she signed his/her name by like order.

Justine R. Mackey
Notary Public (State of New York)
No. 01MA6076401

Qualified in Nassau County

My Commission Expires June 24, 20

18

NOTARY PUBLIC

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On this _____ day of _____, 2014, before me personally came and

appeared _____, to me known and

known to me to be one of the members of the

firm _____

described in and who executed the foregoing instrument, and he duly acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(SEAL)

NOTARY PUBLIC



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK)

COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally came
and appeared _____, to me known
and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged that he/she executed the same.

(SEAL)

NOTARY PUBLIC



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

AFFIDAVIT

WORKMAN'S COMPENSATION POLICY

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

Anthony F. Cure of Omni Recycling of Westbury Inc.

being duly sworn, deposes and says that he/she has applied for a Workman's Compensation Policy to cover the operations as set forth in the preceding contract and to comply with the provisions thereof.

[Signature]
CONTRACTOR

SUSCRIBED AND SWORN TO BEFORE

ME THIS 13th DAY OF June, 2016

Justine R. Mackey
Notary Public, State of New York
No. 01MA6076401

Qualified in Nassau County
My Commission Expires June 24, 2018

[Signature]
NOTARY PUBLIC

AFFIDAVIT

PROPERTY DAMAGE AND PUBLIC LIABILITY

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

_____ of _____

being duly sworn, deposes and says that he/she has applied for all policies of Public Liability and Property Damage Insurance required by SECTION 11 of the Conditions of Contract.

CONTRACTOR

SUSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

PERFORMANCE BOND (With Labor and Materialmen Clauses)

KNOW ALL MEN BY THESE PRESENT, that we _____
_____, of _____
_____(hereinafter called the "Principal") and the _____
_____, a corporation created and existing under the
laws of the State of _____, and having its principal
office in the City of _____, (hereinafter called the
"Surety"), are held and firmly bound unto _____
_____(hereinafter called the "Obligee"), in the penal sum of
_____ Dollars (\$ _____), lawful money of the United
States of America, for payment of which, well and truly to be made, the said principal bind(s)
themselves (himself, itself) and their (his, its) heirs, executors and administrators, successors and
assignees, all jointly and severally, firmly by these present.

Signed, sealed and dated this _____ day of _____, 20____.

WHEREAS, said Principal has entered into certain written contract with said Obligee,
dated as of the _____ day of _____, 20____, (hereinafter called the
"Contract") for _____, a copy of which contract is hereto annexed and
hereby made part of this bond as if herein set forth in full.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, their (his, its) heirs, executors and administrators, successors or assignees or any or either of them shall,

1. Well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed said contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned; and in each and every respect comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the said Oblige from all costs and damages which it may suffer by reason of failure to do so and fully reimburse and repay the said Oblige all outlay and expense which it may incur in making good any such default, and
2. Also pay or cause to be paid the wages and compensation for labor performed, and services rendered to all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the said Principal, their (his, its) heirs, executors and administrators, successors or assignees, or by any subcontractor or of any assignee thereof, including all persons so engaged who perform work of laborers or of mechanics regardless of any contractual relationship between the said Principal, their (his, its) heirs, executors and administrators, successors or assignees, or by any subcontractor or of any assignee thereof, and such laborers or mechanics but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid, all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void; otherwise they shall remain in full force and effect.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

All persons who have performed labor or rendered services as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and materials under or in connection with said contract, or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee) under any claim against the surety and its successors and assignees on this bond which right of actions shall be asserted in proceedings instituted in the State in which work, labor, services, supplies or material were performed, rendered or furnished, or where work, labor, services, supplies are in more than one State than in any other State.

Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of the said Obligee to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, and corporations having a claim hereunder, and any other persons, firms or corporations having claims hereunder shall have the right to be made a party to such proceedings, (but not later than six (6) months after the performance of said contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon prior to the institution of such a proceeding by a person, firm or corporation in the name of such a said Obligee, as aforesaid. Such person, firm or corporation shall furnish the said Obligee with a bond or indemnity for costs, which bond shall be in the amount satisfactory to the said Obligee.

- (b) The said Surety or its successors or assignees shall not be liable hereunder for any damages or compensation recoverable under any Workmen's Compensation or Employee's Liability Statute.
- (c) In no event shall the said Surety, or its successors, or assignees, be liable for a greater sum than the penalty of this bond, exclusive of the proper progress payments made pursuant to this contract as the work is progressed, or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than six (6) months after the complete performance of said contract and final settlement thereof.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

The said Principal, for themselves (himself, itself) and their (his, its) heirs, executors and administrators, successors and assignees, and the said surety, for itself and its successors and assignees do hereby expressly waive any objection that might be interposed as to the right of said Obligee to require a bond containing the foregoing provision, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought herein by any person, firm or corporation, including subcontractors, material, men and third persons, or work, labor, services, supplies, or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this bond.

And the said Surety, for value received, for itself and its successors and assignees hereby stipulates and agrees that the obligations of said Surety and of its successors and assignees and this bond, shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed there under or by any payment there under before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer of any monies due or to become due there under; and the said Surety, for itself and its successors and assignees, does hereby waive notice of any and all of such extensions, waivers, assignments, subcontractors, and transfers, and omitted to be done by and in relation to (executors, administrators) successors, assignees, subcontractors and other transferees shall have the same effect as to said Surety and its successors and assignees as though done or omitted to be done by and in relation to said Principal.



City of Long Beach

NEW YORK 11561

FORM OF CONTRACT (Cont.)

WITNESS our hands and seals this _____ day of _____, 20____

(SEAL)

(SEAL)

(SEAL)

ATTEST:

COMPANY

TITLE

BY

ATTEST:

SURETY



City of Long Beach

NEW YORK 11561

If the Contractor (Principal) is a partnership, the bond shall be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the bond shall be signed in its correct corporation name by a duly authorized officer, agent or attorney-in-fact.

There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counter parts of the contract.

Each executed bond should be accompanied by:

- (a) Appropriate acknowledgments of the respective parties.
- (b) Appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety.
- (c) A duly certified extract from By-Laws or Resolution of Surety under which Power of Attorney or other certificate of Authority of its agents, officers or representatives was issued, and
- (d) Duly certified copy of latest published financial statement of assets and liabilities of Surety.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 2014, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by order of the Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

NOTARY PUBLIC



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS

1. GENERAL PROVISIONS

The following including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local Laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set fourth in Par 3 hereof shall be higher than the minimum rates of pay required by or set fourth in the Federal Labor-Standard Provisions for this Contract for corresponding classifications, the minimum rates of pay set fourth in Par 3 hereof shall be deemed, for the purposes of this Contract, to be applicable minimum rates of pay for such classifications. The limitations, if any, in these New York State Labor-Standard Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

2. COMPLIANCE WITH LABOR AND PENAL LAWS

The contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this contract. The Labor Law, as amended, provides that no laborer, workman or mechanic in the employ of the Contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight (8) hours in any day or more than five (5) days in any week, except in an emergency: that the wages to be paid for a legal days work as hereinafter defined to laborers, workmen or mechanics upon the work called for under this contract or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, workmen or mechanic employed by the Contractor, subcontractor or other person about upon the work shall be paid the wages herein provided; that employees engaged in the construction, maintenance and repair of highways and in water works construction outside the limits of the cities and villages are no longer exempt from the provisions of the Labor Law which require the payment of the prevailing rate of wages and the eight (8) hour day.



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, provides that preference in employment shall be given to citizens of the State of New York who have been residents for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of their residence, in accordance with the rules adopted by the Industrial Commissioner. Persons other than citizens of the State of New York shall be employed only when such citizens are not available. Section 222 further provides that upon the demand of the State Industrial Commissioner, the Contractor shall furnish a list of names and addresses of all his subcontractors, and further provides that a violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) or by imprisonment for not less than thirty (30) nor more than ninety (90) days, or both fine and imprisonment.

Section 220-A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the comptroller or the financial officer of the Municipal Corporation to require the contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220-C of Labor Law as so amended, provides the penalty for making of a false oath or verification



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

Section 1918 of the Penal Law, as amended, provides that no person shall discharge explosives in the ground, nor shall any person other than a state or county employee regularly engaged in the maintenance and repair thereof excavate in any other existing street, highway or public place, unless notice thereof in writing shall have been given at least seventy-two hours in advance of the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice and further he shall ascertain whether there is within one hundred feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred feet of such discharge, any pipe of any person, corporation or municipality conveying combustible gas, or if there be any such pipe he shall also give such notice to any such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health or property it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner to avoid damage to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

Section 220-D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways, to which the State, County, Town, and/or City is a party shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract, less than such stipulated minimum hourly wage scale, shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.00) or by imprisonment for not more than thirty days (30) or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.00) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent, or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done under any contract on which the Contractor has been convicted of second offense in violation of the provision of this section.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

3. MINIMUM HOURLY RATE OF WAGE

The minimum rate of wage which shall be paid for laborers, workingmen or mechanics employed in the performance of this Contract, as designated by the Industrial Commissioner of the State of New York are set forth as follows:



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

NEW YORK STATE PREVAILING WAGE RATES MUST BE USED IN THIS
CONTRACT



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

4. Maximum Hours of Labor

No laborer, workman or mechanic, employed to do work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in case of extraordinary emergency caused by fire, flood, or danger to life or property.

8. Preference In Employment (N. I. C)

The contractor agrees to give preference in employment to laborers, workmen, and mechanics to resident citizens in accordance with Section 220 & 222 of the New York State Labor Law, as amended, as applicable to this Contract. Other citizens may be employed as laborers, workmen and mechanics, when the contractor has established to the satisfaction of the City that said resident citizens are not available for employment. If Section 222 of New York State Labor Law, as amended, is not complied with, this Contract shall be void.

Effective August 9, 1975, preference in employment upon any public work project involving the expenditure of public funds shall be given to citizens who have been residents of New York State for TWELVE (not six) consecutive months, immediately prior to the commencement of their new employment.

Whenever the unemployment rate in a Standard Metropolitan Statistical Area (SMSA) in New York State is determined by the Federal Bureau of Labor Statistics to be six per cent or more for three consecutive months, preference in employment on public work projects in that SMSA shall be given to citizens of New York State who have been residents of that SMSA for twelve consecutive months prior to the commencement of their employment. This preference will continue until the unemployment rate for that SMSA is below six per cent for three consecutive months. The Bureau of Public Work will notify all departments of jurisdiction to whom this preference applies. The departments of jurisdiction must in turn inform all their Contractors and sub-contractors that this condition must be complied with as part of the Contract for the work.

Each citizen employed upon public work projects shall furnish satisfactory proof of qualification in his trade or skill to the Contractor. Forms for this purpose should be obtained by Contractors from the Albany office of the Bureau of Public Work.



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Each Contractor performing public work must furnish a list of the names and addresses of all his subcontractors to the Albany office of the Bureau of Public Work. Each Contractor or subcontractor performing public work must submit in the appropriate district office a list of his employees, stating whether they are citizens of New York State; if naturalized citizens of the United States; if naturalized, the date thereof; and the name of the court in which citizenship was granted.

Payment In Cash(nic)

Each laborer, workman or mechanic employed by the Contractor, subcontractor or other person about or upon the work under this Contract shall be paid in cash as provided by Section 220 of the New York State Labor Law, as amended.

7. New York State Labor Law

The Contractor and each and every subcontractor performing work on this project to which this Contract relates shall comply with the applicable provisions of the New York State Labor Law, as amended.

The Bidder is specifically advised as to labor provisions of the Contract to include but not be limited to Compliance with:

- a. Minimum State Wage Rates
- b. State Labor Standards

Every Contractor and Sub-Contractor shall submit to the Department of Public Works within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

8. State of New York, Non- Discrimination Clauses

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

- b. The Contractor will send to each labor union or representatives of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the New York State Commission for Human Rights, advising such labor union or representative of the Contractor agreement under clauses a. through h. of this paragraph (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the City as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin, and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such union or representative fails or refuses to comply with such a request, that it furnish such a statement, the Contractor shall promptly notify the New York State Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available employees and applicants for employment, notices to be provided by the New York State Commission for Human Rights setting forth the substance of the provisions of clauses a. and b. of this paragraph and such provisions of the States laws against discrimination as the New York State Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

- e. The Contractor will comply with the provisions of sections 291-199 of the Executive Law and Civil Rights Law of the State of New York, will furnish all information and reports deemed necessary by the New York State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the New York State Commission for Human Rights, the Attorney General, the City, Commissioner of Housing and Community Renewal and the Industrial Commissioner of the State of New York for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the City upon the basis of a finding made by the New York State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State of New York or a public authority or agency of the State or housing authority or an urban renewal agency, or contracts requiring the approval of the New York State Commissioner of Housing and Community Renewal, until he has satisfied the New York State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses.

Such finding shall be made by the New York State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- g. If this Contract is cancelled or terminated under clause f., in addition to other rights of the City provided in this Contract upon its breach by the Contractor, the Contractor will hold the City harmless against any additional expenses or costs incurred by the City in completing work in purchasing the services, materials, equipment or supplies contemplated by the Contract and the City may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

- h. The Contractor will include the provisions of clauses a. through g. of this paragraph, in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the City may direct, involving sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor shall promptly so notify the said Attorney General, requesting him to intervene and protect the interests of the State of New York. The Contractor shall send a copy of such notification to the said Attorney General to the City for such action as it may deem proper.

9. Lien Law

The provisions of the Lien Law, as amended, of the State of New York in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims, is made applicable to this Contract.

10. Foreign Contractors

Foreign Contractors must comply with the provisions of Article 9A and 16 of New York State Tax Law, as amended, prior to submission of proposal for the performance of the work. The certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a State other than the State of New York.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (cont)

11.

Refusal to Waive Immunity - NOT IN CONTRACT Pursuant to the Provisions of Section 103 A of the General Municipal Law, of the State of New York in the event that the Bidder, or any member, partner, director or officer of the Bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

12. Applicability of All Laws

Each and every provision of any law and clause required by law to be inserted in and applicable to this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION

1. Scope

The work under this Contract includes furnishing all materials, equipment, labor, etc.

2. General Specifications

- a. The "General Specifications" of the contract are hereby made a part of this contract specifications and are attached herein.
- b. Where any article of the "General Specifications" is supplemented hereby, the provision of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

3. Standard Specifications

Where reference is made in these specifications to the Specifications of the American Society of Testing Materials, (A.S.T.M); the American Water Works Association, (A.W.W.A.); ACI American Concrete Institute; AISC American Institute of Steel Construction; the National Electrical Manufacturer's Association, (N.E.M.A.), or other societies, the portion referred to shall be read into and shall be a part of this contract and specifications. Materials, methods and equipment shall conform with the latest A.S.T.M., N.E.M.A. etc. specifications as they may relate to or govern the construction work.

4. No Direct Payment

No separate direct payment may be made for work done and for materials furnished under these General Specifications or the General Conditions of the contract, but compensation shall be deemed to have been included in the total contract price of the entire work.

5. Workmanship

It is the intent of these Specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary features, and to require first-class work and materials in all particulars.

For any unexpected features arising during the progress of the work and not fully covered herein; the specifications shall be interpreted by the Engineer to require first-class work and materials, and such interpretation shall be accepted by the Contractor.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

6. Proper Method of Work And Proper Materials

The Engineer shall have the power in general to direct the order and sequence of the work, which be such as to permit the entire work under this Contract to begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If any time before the commencement of or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for assuring the quality of work required, or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

7. Inspection

The Contractor shall, at all times, provide convenience of access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Engineer or his assistants.

The Contractor shall notify the Engineer twenty-four (24) hours in advance as to when he intends to start or resume the work.

No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer; all materials rejected shall be immediately removed from the work and not again offered for inspection.

Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor and materials to and in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of his Contract obligations.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

8. Preconstruction Conferences On Equal Employment Opportunity Obligations, Etc.(N.I.C.)
9. Job Meetings
 - a. Job meetings will be scheduled periodically by the Engineer during the course of construction. Present at these meetings shall be duly authorized representatives of all Contractors and such of their subcontractors as are requested by the Engineer.
 - b. The purpose of the meetings is to coordinate the efforts all concerned so that the project will progress to "on time" completion in the most reasonable manner. To this end, the Contractors and subcontractors will be prepared to answer questions at the job meetings on pertinent matters such as progress, workmanship, coordination and any other subject on which the Engineer may reasonably require information.
 - c. The Engineer may prepare and distribute to all concerned the official minutes of all job meetings.
10. Progress Schedules
 - a. The General Contractor shall:
 - i. Provide a progress schedule in the form of a bar graph.
 - ii. The General Contractor shall be the first to prepare the progress schedule and distribute 2 prints to each Contractor. Subsequently, each Contractor shall submit two (2) copies of his proposed progress schedule to each of the other Contractors who shall return one (1) copy with their comments until all Contractors are in agreement with all of the finally corrected proposed progress schedules of each.
 - iii. Each Contractor shall then submit for approval two (2) prints of his finally corrected and agreed upon proposed schedule to the Engineer and shall revise same, until approved by the Engineer.
 - iv. Each Contractor shall then submit his up-to-date progress schedule before the 3rd day of each month.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

11. Permits And Regulations

The Contractor shall obtain and pay for all permits necessary to conduct the work and complete this contract. All work shall be performed in strict accordance with the regulations and requirements of the various civil agencies having jurisdiction thereof. Upon completion of work provided for in this Contract, and before final payment shall be made, the Contractor shall furnish the engineer with any necessary certificates of approval issued by these various agencies.

12. Occupational Safety And Health Act

The Contractor shall meet all standards of the Occupational Safety and Health Act of 1970. This shall include but not be limited to the following areas: Sanitation, noise, radiation, gases, vapors, fumes, mists, dust, illumination, ventilation, protective equipment, fire protection, waste disposal, electrical hazards, floor holes and wall openings, and heavy equipment. All scaffolds and ladders utilized on the contract shall be designed by a registered professional engineer. All specific requirements of the Act shall be adhered to.

13. Labor

- a. All Contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the United States and of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto.
- b. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.
- c. The Contractor shall provide his own temporary light and power and water supply until a temporary electric service is established (on projects where an electrical contract is to be let). In the event that no electrical contract is let the General Contractor will be responsible for his own power and light for the entire duration of the project. The Contractor shall pay for all current for temporary power and lighting. The City will not charge for water used.

14. Sanitary Regulations

Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from observation, shall be erected and maintained by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced. The contents of the same shall be removed, with sufficient frequency to prevent nuisance,



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and disposed of to the satisfaction of the Engineer. The Contractor shall obey and enforce such other sanitary regulations and orders, and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must, at all times, be maintained in a satisfactory manner.

15. Temporary Sheds (For Storage)

The General Contractor shall provide and maintain on the premises where directed, watertight storage sheds for storage of all materials which might be damaged by weather and shall remove them from the site at the completion of the work.

16. Notifying Other Utility Companies

The Utility Companies shall be notified in accordance with Article 20, Section 322-a of New York State General Business Law, entitled, "Construction or Blasting Near Pipes Conveying Combustible Gas", which states, "the person having direction or control of such works shall give such notice and further, he shall ascertain whether there is within one hundred feet in such street, highway or public place any pipe conveying combustible gas."

17. Public Utility Interference

All conduits, sewers, storm drains, water mains, underground electric and telephone conductors or conduits, or gas mains encountered in the construction shall be properly and safely taken care of by the Contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

18. Injury To Service Pipes

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall, without delay, and at his own expense, repair the same to the satisfaction of the Engineer and in case such repairs are not made promptly or satisfactorily, the City may have the repairs made by another contractor, or otherwise, and deduct the cost of same from any monies due to or become due the Contractor.



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Cooperation

The Contractor and all subcontractors shall coordinate their work with all adjacent work and shall coordinate with all other trades so as to facilitate the general progress of work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their materials.

20. Protection of Work

The Contractor shall place a sufficiency of red lights on or near any work accessible to the public and keep them burning sunset to sunrise; he shall erect suitable railings or barriers, and shall provide watchmen on the work by day or night, as required and deemed necessary for the safety of the work, on public or adjoining property.

The City reserves the right to remedy any neglect on the part of the Contractor as regards to the protection of the work which may come to its attention, after 24 hours notice in writing; except that in case of emergency, it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor.

21. Representative Always Present

The Contractor, in case of his absence from the work, shall have a competent representative or foreman present, who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work, in conformity with this contract, and shall have full authority to supply labor and material immediately. The Contractor shall also have a competent representative available to receive telephone messages and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours.

Signs/Project Sign (NIC)

No signs or advertisements will be allowed to be displayed unless a permit is obtained from the City Building Department and the sign is approved by the Engineer.

Two (2) project sign will be required to be furnished, installed and maintained by the Contractor at a location directed by the Engineer. The sign shall be a minimum of five (5) foot by eight (8) foot, painting and lettering shall be by a professional sign painter to the approval of the Engineer. Sign will be installed at a location near the beginning of the work. Installation may be required to be made on overhead traffic or light poles. The Contractor shall be responsible for maintaining the project sign during construction of the project.



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Site Signs Specifications

- Size: 5'x8'x7/8" (Min) exterior plywood
- Material: Face 1/4 " Tempered masonite or equal. Frame 1-5/8"x3-5/8 fir-dressed four (4) sides
- Assembly: 1-5/8"x3-5/8" fir frame to fit 5'x8'x7/8' panel with two (2) center braces
- Paint: Face - 3 coats outdoor enamel-white (sprayed) - Rear and frames, stakes, brackets etc. - 1 coat outdoor enamel (sprayed)
- Lettering : Silk screen enamels where possible, or hand painted enamels.
- Colors: White, and Red; Specifically, white background ; red lettering.

23 .Photographs

Prior to the commencement of any work to be performed under this contract, the Contractor shall inspect all structures, buildings, walls, curbs, and sidewalks along the route and/or in the vicinity of the work with the Engineer. Whenever cracks, breaks, defects, faults or structural decay is expected or visible, photographs shall be taken by a professional photographer identified to record each and every defect. Failure on the part of the Contractor to take such photographs will be construed as meaning that no defects existed prior to construction. Two (2) sets of photographs shall be furnished to the City.



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24. Shop Drawings

The Contractor shall submit promptly to the Engineer five (5) copies of each shop drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with five (5) corrected copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the contract drawings and contract specifications.

25. Additional Instruction And Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail shop drawings, the beginning of manufacture testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

As Built Drawings

The Contractor shall furnish, upon completion of all work, As Built Drawings showing the full extent of all facilities constructed. Contractor shall furnish three sets of As Built Drawings and one sepia reproducible of each sheet. Final payment may not be made until the City has reviewed and accepted such As Built Drawings.

Temporary Stairs, Ladders, Ramps, Runways, Hoists

The General Contractor shall furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc., as required for the proper execution of the work by all trades. All such apparatus, equipment and construction shall meet all requirements of the Labor Law and other State or local laws applicable thereto.

Scaffolding

The General Contractor shall provide exterior scaffolding. All scaffolds shall be built in accordance with the requirements of all State and local laws and regulations



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29. Plans And Specifications To Be Furnished To The Contractor

Each Contractor will be furnished three (3) complete sets of the plans and specifications. One complete set of plans and specifications shall be kept in the temporary office. Additional sets furnished to subcontractors will be supplied at the cost of reproduction.

Substitution of Equipment

After execution of a contract, substitution of equipment for that which is specifically named in the contract documents may be approved by the City Project Engineer only if it is sufficiently demonstrated that the specified equipment can not be delivered to the job in time to complete the proper sequence with the work of the other contractors AND the equipment proposed for substitution is equal and or superior to the equipment named in the specifications in construction, efficiency and utility.

Notice of a contractors inability to obtain specified equipment pursuant to the time sequence specified and a request for substitute equipment must be given in writing to the City's Project Engineer and accompanied by supporting descriptive and technical data. The Contractors failure to order equipment in sufficient time to obtain timely delivery WILL NOT be considered grounds for approval of a substitution.

All requests for substitution must be accompanied by descriptive and technical data, documentary proof, of the equality or difference in price and delivery, if any, in the form of certified quotations from suppliers for both specified and proposed equipment.

In case of a difference in price the City shall receive all benefit of the difference in the cost involved in substitution and the contract shall be altered by a change order - to credit the City with any savings so obtained.

The Contractor seeking to make the equipment substitution must demonstrate to the satisfaction of the City's Project Engineer that the inability to obtain the equipment specified to the job site in time to complete the work in the proper sequence is due to conditions beyond the control of the Contractor.



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The City's project engineer will be the sole judge of the efficiency and equality of any proposed substitution. The final determination by the City's Project Engineer shall be based on consideration of the proposed manufacturer's data sheets, plants, etc. submitted by the Contractor seeking the substitution and any other documents the Project Engineer shall require. The City, in its discretion, may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the equipment specified. Such certification must be signed by a New York State licensed, Professional Engineer.

Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Holidays

Any work necessary to be performed by City employees after regular hours, on Sundays or Legal and/or City Holidays (as delineated below) shall first be approved by the Engineer and shall be performed without any expense to the City, with the Contractor responsible to reimburse the City for all costs of inspection, including, without limitation, the cost of employee base salary, overtime and all fringe benefits.

City Holidays:

New Year's Day	Yom Kippur	Columbus
Martin Luther King Day	Veteran's Day	Lincoln's Birthday
Presidents Day	Election Day	Thanksgiving Day
Good Friday	Memorial Day	Independence Day
Friday After Thanksgiving	Labor Day	Christmas Day



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Materials of Approved Equal

Where items or materials are specifically identified herein by a manufacturer's name, model or catalog number, only such specified items may be used in the contract documents, except as herein provided.

A contractor seeking to use materials other than those named in the contract documents, must apply in writing to the City's Project Engineer. Approval for changes in specifications after the bids have been opened may be granted in the discretion of the City's Project Engineer but only upon individual request of the actual bidding contractor. No blanket approval for substitution will be granted to suppliers, distributors or subcontractors.

Unless requests for changes in the base bid specifications are received and approved prior to the opening of bids pursuant to paragraph 6 of the Conditions of Contract each successful Contractor will be held to furnish the specified items under each contract bid. After the contract is awarded changes in specifications shall be considered pursuant to the terms and conditions of paragraph 34 or 37 of the General Specifications. All alternate material, proposals must be accompanied by full descriptive and technical data on the item proposed, together with a statement of amount either of addition to or deduction from the bid price if the alternate is accepted. The City's Project Engineer will be the sole judge of the efficiency and equality of any proposed material substitution. The City in its discretion may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the material specified. Such certification must be signed by a New York State licensed, Professional Engineer.

In the case of a difference in price the City shall receive all of the benefit of the difference of the cost involved in any substitution and the contract altered by a written change order, crediting the City with any savings so obtained.

House of Operation

The Contractor will not be permitted to operate any tools or equipment used in construction, drilling, earthmoving, excavating or demolition work between the hours of 8:00 p.m and 8:00 a.m. on the following day and any time on Sundays or legal holidays (see Section 35 of General Specifications) except for emergency work or by special permission of the City.



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Nameplates And Device Plates

Where required, nameplates shall be phenolic type, 2-1/2"x3/4" with background and white engraved lettering.

Nameplates shall be securely affixed to each individual piece of equipment and/or switch, etc., by means of non-corrosive screws. Nameplates shall not be glued to equipment unless circumstances warrant such action and shall be done only if prior approval is obtained from the Engineer. Nameplates shall bear notations as shown on the Contract drawings for each piece of equipment or as otherwise directed by the Engineer. In either case, each Contractor shall submit a list of nameplates for review and approval by the Engineer.

Operator's Instruction Manuals

Each Contractor shall provide Operator's Instruction Manuals for all equipment furnished under each contract. Instructions shall be clearly printed and shall be bound under a hard cover. Each Contractor shall submit "Instructions" to the Engineer for approval prior to binding. Copies shall be given to the Engineer. In all, five (5) copies are required. Instructions shall be interpreted as catalog cuts and complete parts lists on equipment, maintenance procedures on equipment, complete wiring diagrams, etc.

Grades, Lines, Levels And Surveys

The Contractor will be responsible to provide a survey to determine exact distances for siting the facilities, preparing shop drawings, where required, at his own expense. All grades, lines, levels, bench marks and stakes shall be maintained by this Contractor who shall be responsible for same.

Boundaries of Work And Contiguous Work

The City will obtain from the property owners, rights-of-way for all work specified in this Contract, and the Contractor shall not enter or occupy with men, tools or materials, any private ground outside the easements and right-of-way without the consent of the Owner and the approval of the Engineer. Other Contractors of the City may, for all purposes required by their contract, enter upon the work and premises used by the Contractor, and the Contractor shall give to other Contractors of the City all reasonable facilities and assistance for the completion of adjoining work.



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Right-of-Way

Where the work called for extends upon or through private property, the City shall procure all necessary rights, deeds and easements for access to the property and the Contractor shall not proceed with this part of the work until the City has completed negotiations with the property holders and all necessary papers are in the hands of the City. If, after a reasonable period of negotiations, (up to one (1) year from signing of the contract), rights of easements cannot be obtained, then the City reserves the right to eliminate those items of work from the Contract which required the easements prior to construction. No additional compensation shall be made to the Contractor for such elimination.

Opening For Installation of Mechanical & Electrical Equipment

The General Contractor shall provide all necessary openings for installation of plumbing, heating and ventilation and electrical equipment within the proposed construction, except where shown otherwise on the CONTRACT DRAWINGS.

The plumbing, heating and ventilation and Electrical Contractors shall provide steel sleeves to the general Contractor for inclusion of these sleeves in the proposed construction by the general Contractor. The responsibility of exactness of size and location of these sleeves shall be on the respective Contractor. Wood for box openings shall be provided by the General Contractor.

All cutting and patching required to correct a faulty sleeve size or location shall be done by the General Contractor. All costs for such work shall be borne by the Contractor for whom the sleeve was provided.

The Plumbing, Heating and Ventilation and Electrical Contractors shall provide all sleeves in sufficient time to facilitate installation. Where sleeves are to be provided in concrete walls, the Plumbing, Heating and Ventilation and Electrical Contractors shall be present at the site prior to the pour to insure the correct locations of the sleeves or openings.

In the event that no Plumbing, Heating and Ventilation or Electrical Contracts have been awarded at the time of the concrete pour, the General Contractor shall install sleeves or box out for plumbing, heating and ventilation and electrical equipment. Locations and sizes shall be obtained from the Engineer. Failure to install such sleeves or openings will result in the General Contractor performing or being back charged the additional cost of cutting and patching performed later.



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Cutting, Patching And Digging

The General Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon, or reasonably implied by, the drawings and specifications, for the completed structure, and he shall make good after them as the Engineer may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible thereof. The Engineer shall be the sole judge of the responsible party.

The General Contractor and all other Contractors shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other Contractor save with the consent of the Engineer. All cutting and patching of the General Contractor's work for work and equipment of the other trades shall be done by the General Contractor and the cost of such paid by the responsible party mentioned above.

Excavation and Backfill

All excavation and backfilling within buildings, tanks, vaults, etc., unless otherwise specified shall be the responsibility of the General Contractor under the General Construction contract. Excavation and backfilling required for installation of materials or equipment in other areas shall be the responsibility of each Contractor performing the work under his respective contract. Backfill shall be consolidated in accordance with the specifications for consolidation of backfill under the General Construction Contract..

Cleaning And Final Inspection

All pipe lines, structures and the construction site shall be kept clean during construction, and as the work approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to the same. He shall furnish at his own expense suitable tools and labor for cleaning out all dirt, mortar and foreign substances from the structures, and also the water for cleaning by flushing. Any leakage of water into any structure exceeding the limits specified, or any deviation from the proper grade for alignment to the structure or any other defect such as to make the work, in the opinion of the Engineer, fall short of first-class work, shall be properly corrected by the Contractor at his own expense. The cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin this cleaning and repair if such is needed, will be given in due season by the Engineer who, at the same time, will make his final inspection of the work.



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The Engineer will not prepare his final certificate of this portion of the work until after the final inspection is made. During this final inspection, the Contractor, at his own expense, shall furnish suitable provisions as to needed drainage, workmen, and appliances.

Removal of Temporary Structures

On or before the completion of the work, the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work and shall remove all rubbish of all kinds from the grounds which he has occupied, and shall leave the site of the work clean and in good condition.

45. Restoration

The Contractor shall restore all disturbed areas in kind. Restoration of grassed areas including any seeding, fertilizing, etc., required shall be in accordance with the Landscaping and Seeding Specifications. Restoration in paved areas shall be by means of temporary asphalt pavement, or as shown on the CONTRACT DRAWINGS.

1. INTRODUCTION

1.1 OVERVIEW

The City is seeking bids from prospective vendors/contractors to accept the City's recyclables. The successful bidder will be responsible for providing a disposal destination for "single stream" recyclables. "Single Stream" is a format in which all recyclable materials, including paper, cardboard, plastic, metal and glass containers etc., are collected together in the same collection container and commingled at delivery to the City's transfer station. The City intends to haul its recyclables to the proposed vendor via 100 cubic yard containers.

The prospective vendor will be required to provide the City of Long Beach with a New York State Department of Environmental Conservation (NYSDEC) permitted disposal area located within sixty (60) miles of its transfer station. The City's transfer station is located at the southeast corner of Park Place and Riverside Blvd.

The City currently requires source separation of recyclables. The City intends to convert to "Single Stream" recycling as of January 1, 2015.

1.2 CITY OF LONG BEACH DEMOGRAPHICS

The City of Long Beach population is 33,275 based on figures from the U.S. Census Bureau. According to the U.S. Census Bureau there are approximately 16,450 housing units. There are approximately 340 commercial properties in the City of Long Beach.

Historically, the City generates approximately 23,000 and 2500 tons of refuse and recyclables respectively. As part of this bid the contractor shall be responsible for providing a disposal destination as specified for the City's recycling.

1.3 TERM OF CONTRACT

The City is seeking a three (3) year term for recycling services. In addition, at the City's discretion one three year extension will be considered. The initial term of this contract shall be for a period of three (3) years from the date of the contract signing. The City shall have the option to renew this contract for one additional three (3) year term on the same terms and conditions by given written notice to the Contractor at least ninety (90) days prior to the expiration date of the contract. The City of Long Beach retains the sole right to extend the contract for the option period listed. There shall be no adjustments to the contract price during the initial contract term.

2. REFUSE CHARACTERISTICS AND QUANTITIES

2.1 SOLID WASTE COLLECTION PRACTICES

The solid waste collection practices utilized in the City of Long Beach is the subject of this section. In this segment we will discuss numerous elements of the City's integrated solid waste management program including the workforce and collection practices.

2.2 PROGRAMS PROVIDED BY THE CITY OF LONG BEACH

The City of Long Beach collects solid waste from a majority of the population including residential, commercial, industrial, and institutional entities. The City operates separate collection days for recyclables, residential refuse, commercial garbage, and scrap metal (white goods).

Recyclables are picked up from the entire residential sector of the community on Wednesday mornings. All employees and vehicles of the Sanitation Department are utilized to perform this task. The commercial sector of the community receives seven day per week recyclables collection. This service is provided every morning to all commercial establishments. The majority of the commercial entities are located on West Beech Street between New York and Nevada Avenue and on Park Avenue. The high rise residential dwellings on Shore Road and Broadway receive morning recycling pick-up five days per week. In total, according to the U.S. Census Bureau, the City possesses 16,450 residential households. There are approximately 340 commercial properties. In addition, there are several municipally owned and/or operated facilities that are serviced as part of the City solid waste management program.

Scrap metal is picked up by the Sanitation Department by appointment only. There is no limit for the amount of scrap metal disposed of at each household.

Refuse is collected solely by the City's Sanitation Department. The Sanitation Department collects refuse from both the residential and commercial entities of the City of Long Beach. Residential refuse collection takes place in the east end of Long Beach (east of Edwards Blvd.) on Monday and Thursday and the west end (west of Edwards Blvd.) on Tuesday and Friday. Commercial entities receive morning pick-up seven days per week.

2.3 RESIDENTIAL REFUSE COLLECTION

As stated earlier the City provides residential refuse collection to all dwellings within its borders. According to City records this amounts to a population of 33,275 or approximately 16,450 households and 340 commercial properties. The vehicle inventory listed in Table 2.1 list the garbage trucks utilized by the Sanitation Department to coordinate their collection effort. In total, the City utilizes approximately fourteen Mac compressor trucks each operated by a three man crew. All residential dwellings receive two day per week pick up on designated days. Specifically, all areas east of Edwards Blvd. are picked up Monday and Thursday while all sites west of the aforementioned thoroughfare are collected Tuesday and Friday.

2.4 RESIDENTIAL RECYCLING COLLECTION

In the residential sector, recyclables are picked up curbside by personnel employed by the City of Long Beach. The Sanitation Department supply this service to the entire community on Wednesday mornings. Specifically, the Sanitation Department collect newspaper and commingled materials respectively. The Sanitation Department utilizes all of its resources i.e., labor and equipment to coordinate the collection effort. In addition to the scheduled Wednesday morning recycling, the residential dwellings on Shore Road and Broadway receive and additional pick up on Monday, Tuesday, Thursday, and Friday mornings. This is done because there are numerous high rise apartment buildings and condominiums located on these thoroughfares. These entities are believed to be high generators of recyclable material and lack storage space due to spatial constraints.

Residents are required to place their recyclables curbside by 7:00 a.m on Wednesday mornings.

2.5 WHITE GOODS AND BULK METAL DISCARDS

The City of Long Beach provides collection services for miscellaneous postconsumer metal products including washing machines, dryers, air conditioners, automobiles parts, and any other bulky ferrous products. These materials are picked up by the City's Sanitation Department. Bulk metal products are collected from residents east of Edwards Blvd. by appointment only on Thursday's. Homeowners west of the aforementioned thoroughfare are picked up by appointment only Friday's.

2.6 COMMERCIAL REFUSE COLLECTION

The City provides collection service of garbage to the commercial establishments in the City of Long Beach. Commercial collection is performed by the Sanitation Department seven day's per week. Commercial entities that generate large quantities of waste utilize one and a half cubic yard dumpsters to store their material. Such establishments are required to purchase these containers and are not supplied by the City of Long Beach. Small quantity commercial generators are required to place their refuse in appropriate sealed containers not to exceed twenty gallons in capacity. However if a compactor is utilized the maximum compacted weight can not exceed forty pounds.

2.7 COMMERCIAL RECYCLING COLLECTION

The City's mandatory commercial recycling program began in October of 1992 in compliance with Section 120-aa of New York State General Municipal Law. City personnel are responsible for the collection of recyclables from commercial establishments. Recyclables are collected from the commercial sector seven days per week. A majority of the commercial entities are located on West Beech Street between New York and Nevada Avenue and Park Avenue. Residential dwellings on Shore Road and Broadway receive five day per week recycling pick-up.

The requirements placed on the commercial establishments for labeling and bagging of recyclable material are listed in the City's mandatory recycling ordinance. Essentially, storeowners are required to place their commingled cans, glass, and plastics in clear, see through plastic bags and/or place them in containers marked with "City of Long Beach Recyclables" stickers. Cardboard is collected separately, however, it may be mixed with newspaper. Unmixed cardboard is to be flattened and tied with string and/or broken down and placed inside a cardboard box. Newspaper (mixed) may be tied with string and/or placed in a brown paper bag.

3. SCOPE OF WORK

The City is seeking bids from prospective vendors/contractors to accept the City's recyclables. The successful bidder will be responsible for providing a disposal destination for "single stream" recyclables. "Single Stream" is a format in which all recyclable materials, including paper, cardboard, plastic, metal and glass containers etc., are collected together in the same collection container and commingled at delivery to the City's transfer station.

The prospective vendor will be required to provide the City of Long Beach with a New York State Department of Environmental Conservation (NYSDEC) permitted disposal area located within sixty (60) miles of its transfer station. The City's transfer station is located at the southeast corner of Park Place and Riverside Blvd.

The City currently requires source separation of recyclables. The City intends to convert to "Single Stream" recycling as of January 1, 2015.

The definition of "Single Stream" Recyclables that the proposed vendor will be required to accept from the City is as follows:

- Aluminum: Cans, beverage and food containers, foil, and pie pans.
- Books: Hardbound (with the cover torn off and discarded), paperback and text books.
- Cardboard: Paperboard boxes, corrugated boxes, egg containers, food boxes (including cereal boxes and pizza boxes), frozen food packaging, mailing boxes and shoe boxes.
- Glass containers: Bottles and jars (brown, clear, or green) used for food, liquids, beverages, soda, and water.
- Mail: Mail (junk mail, catalogues, cards, magazines, etc.) and envelopes (all kinds).
- Metal: All types of metal including beverage and food containers, aluminum, tin, steel, iron, etc.
- Paper: All colors and types of unwaxed paper including catalogues, folders, junk mails, magazines, mixed paper, newspaper (all types), non-metallic wrapping paper, office paper, printer paper, school papers, telephone books, and shredded paper.
- Plastic Containers (#1-#7): Bottles and jars, detergent/bleach bottles, juice bottles, milk jugs, soda bottles, water bottles, wide mouthed containers such as cottage cheese, margarine, mayonnaise, sour cream and yogurt containers, drinking cups and prescription bottles including lids and caps.
- Rigid Plastics: Rigid plastics which include milk/soda crates, buckets, laundry baskets, plastic lawn furniture, plastic drums, coolers, plastic flower pots, watering cans, large water bottles, pallets, pet carriers, shelving, closet organizers and unwanted garbage cans.
- Spray Cans: All empty aerosol cans
- Steel
- Tin: Cans and foil.
- Waxed cartons used for liquids such as juices, milk, or soups.

Unacceptable items are as follows:

- Anti-freeze containers
 - Batteries
 - Cat litter
 - Ceramics
 - Chemicals or household hazardous waste. No bottles or cans of oil, pesticides, gasoline, or chemicals
 - Coat Hangers
 - Contaminated paper products. No used napkins, paper towels, waxed paper, paper plates, or tissue
 - Drinking glasses
 - Dry cleaning bags
 - Food Waste
 - Garbage
 - Glass (window and mirror)
 - Hazardous Waste
 - Hoses
 - Household items(such as batteries, cat litter, drinking glasses, food waste, or garbage)
 - Light bulbs
 - Medical Waste
 - Mirrors
 - Needles/syringes/sharp items
 - Oil
 - Paint and paint cans
 - Plates(plastic or ceramic)
 - Plastic bags including shopping and grocery bags and newspaper covers.
 - Plastic utensils
 - Plastic containers with no number
 - Styrofoam and Styrofoam packaging material
 - Styrofoam carry out or deli food containers
 - Waxed paper
 - Window or auto glass
 - Yard Waste
 - Toys
-

4. PROCUREMENT CONDITIONS

4.1 TERM OF CONTRACT

The initial term of this contract shall be for a period of three (3) years from the date of the contract signing. The City shall have the option to renew this contract for one three (3) year term on the same terms and conditions by giving written notice to the contractor at least ninety (90) days prior to the expiration date of the contract. The City of Long Beach retains the sole right to extend the contract for the option period listed. There shall be no adjustments to the contract price during the initial contract term.

4.2 UNANTICIPATED GROWTH

The City is densely populated and there is no substantial increases or decreases in the population and/or number of households are foreseen. Thus, the City will not accept any requests for rate increases under the initial contract term and/or any of the option years the City may pursue to cover changes in recyclable quantities.

4.3 CITY OF LONG BEACH ORDINANCES

Appendix One (City of Long Beach Ordinance - Mandatory Recycling) describes the rules and regulations in regards to the collection, handling, and disposal of solid waste within the City of Long Beach boundaries.

4.4 LIMITS AND MATERIALS TO BE COLLECTED

City of Long Beach

The Contractor shall be required to pick up and collect all recyclable materials created within the jurisdiction of the municipality as described herein or as depicted in the City of Long Beach Code of Ordinances for Mandatory Recycling in Appendix One.

~~for repairing and/or replacing same within 24 hours at no cost to the customer.~~

4.5 HOURS OF OPERATION

The City requires access to the facility that will be accepting its "Single Stream" recyclables between the hours of 8:00 am and 5:00 pm Monday through Friday.

4.6 RECORD KEEPING REQUIREMENTS

As part of this contract the Contractor shall be required to submit monthly documentation regarding the solid waste collected within the City of Long Beach for that period. At a minimum the Contractor shall be required to:

- Provide weight tickets for all recyclables received from the City of Long Beach. At a minimum the weight ticket shall include material type, gross weight, truck tare weight, net load, date, time, disposal destination, and weight ticket number. Each truck load shall correspond to a weight ticket. At the end of each month the contractor shall submit all weight tickets with the billing.
- Provide a summary of the recyclables collected in the *City of Long Beach Monthly Recyclables(Single Stream) Summary* (see Appendix 2). The forms shall be filled out complete detailing the preceding month's activities and submitted with the monthly billing.

VOUCHERS SUBMITTED WITHOUT THE AFOREMENTIONED DOCUMENTATION SHALL NOT BE PROCESSED AND SUBSEQUENTLY, THE CONTRACTOR CAN NOT BE PAID.

4.7 AWARD OF CONTRACT

The City of Long Beach shall have the right to reject any or all bid proposals or waive any informality or irregularity in any proposal received and to accept the proposal which appears to be in the best interest of the City of Long Beach as determined by the City Council and the City Manager.

4.8 BASIS OF PAYMENT

The City expects to receive revenue for Single Stream recyclables. Revenue shall be based upon a per ton basis. The facility operator shall prepare and deliver to the City of Long Beach an invoice reflecting all amounts of Recyclable Material delivered by the City to the disposal facility in each calendar month within twenty (20) days of the end of each such month. Revenue shall be calculated based upon the quantity of material (in tons) multiplied by the proposed per ton rate. Revenue shall be submitted by the facility operator within 45 days of the close of each month. Revenue shall be based upon weights recorded on a scale.

5. LEGAL CONSTRAINTS

5.1 RESERVATION OF RIGHT TO REJECT, INVESTIGATION, FORMAL CONTRACTS

The City Council for the City of Long Beach reserves the right to accept and award a contract to the lowest responsible bidder and to reject any and all bids if, in the interest of the City of Long Beach, said Council deems it advisable to do so.

The City Council for the City of Long Beach may make such investigation as it deems necessary to determine the ability of the respective bidders to perform the work, and reserves the right to reject any bid if investigation of such bidder fails to satisfy it, the City Council, that the bidder is properly qualified to carry out the obligations as described in the Specifications included herewith, and to complete the work contemplated therein. The foregoing notwithstanding, it is the intent of the City Council for the City of Long Beach not to be bound to any contractual obligations to the successful bidder unless and until a resolution of said City Council duly adopted at a public meeting approves said award and authorizes the execution of said contract, and until such time as the formal contract is executed by all parties concerned.



City of Long Beach

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APPRENTICESHIP PROGRAM REQUIREMENT

Effective March 18, 2008, the City of Long Beach requires that "prior to" entering into a contract with the City, Contractors and Sub-Contractors performing construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or other actions in regard to the City's infrastructure must be a sponsor of and/or signatory to an apprenticeship agreement, approved by the New York State Commissioner of Labor as per New York State Labor Law Article 23, Section 816-b. This policy is applicable to all prime contracts that exceed \$300,000 and for all sub-contracts of \$50,000 or greater. The City Council of Long Beach is empowered to grant a waiver from these provisions if it is demonstrated that these provisions are unduly harsh or economically detrimental to the City.

CHECK ONE:

_____ I certify that my firm is party to an Apprenticeship Agreement that is currently authorized by the New York State Department of Labor.

_____ My firm does not have an approved Apprenticeship Program.

Contractor: _____

Contractor's Signature: _____ Date: _____

REQUIRED INFORMATION:

Please provide details below regarding the established Apprenticeship Program(s) your firm is currently affiliated with (attach any supporting documentation):

Documents enclosed: _____

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each "Yes" answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant's Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked "CONFIDENTIAL" to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)
SELECT				SELECT
SELECT				SELECT

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type -	
a) <input type="checkbox"/> <u>Corporation</u> (including <u>P.C.</u>)	Date of Incorporation
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the <u>Business Entity</u> formed in New York State?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:	
United States <input type="checkbox"/>	State
Other <input type="checkbox"/>	Country

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at:
<http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>

Note: These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

I. BUSINESS CHARACTERISTICS

1.2 Is the Business Entity currently registered to do business in New York State?

☐ Yes ☐ No
☐ Not Required

Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership

If "No," explain why the Business Entity is not required to be registered to do business in New York State:

1.3 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.

☐ Yes ☐ No

1.4 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State?

☐ Yes ☐ No

(Select "N/A" if Principal Place of Business is in New York State.)

☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?

☐ Yes ☐ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business
☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint Ventures: Provide information for all firms involved.
(Attach additional pages if necessary.)

Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?

☐ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If Available)	Firm/Company's Primary Business Activity

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

Firm/Company Address

Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate? ☐ Yes ☐ No

Individual's Name

Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to 2.0 above? ☐ Yes ☐ No

Affiliate Name

Affiliate EIN (if available)

Affiliate's Primary Business Activity

Affiliate Address

Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm? ☐ Yes ☐ No

Individual's Name

Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? *Attach additional pages if necessary.* ☐ Yes ☐ No

Joint Venture Name

Joint Venture EIN (if available)

Identify parties to the Joint Venture

III. CONTRACT HISTORY

3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at <http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc>. If less than ten, include most recent subcontracts on projects up to that number.

3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at <http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc>.

IV. INTEGRITY - CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:

1.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

1.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IV. INTEGRITY - CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY - CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the Business Entity to enter into a formal monitoring agreement in connection with any government contract? ☐ Yes ☐ No

5.2 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or suspension of any business or professional permit and/or license? ☐ Yes ☐ No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? ☐ Yes ☐ No

7.1 Been the subject of:
(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise? ☐ Yes ☐ No

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:	
▪ Federal, state or local health laws, rules or regulations;	<input type="checkbox"/> Yes <input type="checkbox"/> No
▪ Federal, state or local environmental laws, rules or regulations;	<input type="checkbox"/> Yes <input type="checkbox"/> No
▪ Unemployment insurance or workers compensation coverage or claim requirements;	<input type="checkbox"/> Yes <input type="checkbox"/> No
▪ Any labor law or regulation, which was deemed willful;	<input type="checkbox"/> Yes <input type="checkbox"/> No
▪ Employee Retirement Income Security Act (ERISA);	<input type="checkbox"/> Yes <input type="checkbox"/> No
▪ Federal, state or local human rights laws;	<input type="checkbox"/> Yes <input type="checkbox"/> No
▪ Federal, state or local security laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.	
Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:	
8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 A criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 Misdemeanor or felony charge, indictment or conviction for:	
(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.3 A debarment from any government contracting process?	

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken. Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount

9.7 Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at <http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls>

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

☐ Yes ☐ No

Indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____, Notary Public

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.

1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
	EIN of JV, if applicable						
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
	EIN of JV, if applicable						
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
	EIN of JV, if applicable						
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
	EIN of JV, if applicable						
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				
	EIN of JV, if applicable						

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
6.	Agency/Owner					
	Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner					
	Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner					
	Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner					
	Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner					
	Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

1. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount					
2. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount					
3. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount					
4. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable				
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount					

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

5. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable							
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	EIN of JV, if applicable				
6. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable							
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	EIN of JV, if applicable				
7. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable							
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	EIN of JV, if applicable				
8. Agency/Owner									
Contact Person	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable							
		Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	EIN of JV, if applicable				

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.									
9. Agency/Owner									
Contact Person		Telephone No.	Award Date		Amount	Design Architect and/or Design Engineer		Date Completed	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		Total Contract Amount		Amount Sublet to Others	EIN of JV, if applicable		Uncompleted Amount
10. Agency/Owner									
Contact Person		Telephone No.	Award Date <th>Amount</th> <th colspan="2">Design Architect and/or Design Engineer</th> <th colspan="2">Date Completed</th>		Amount	Design Architect and/or Design Engineer		Date Completed	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		Total Contract Amount		Amount Sublet to Others	EIN of JV, if applicable		Uncompleted Amount
Grand Total All Uncompleted Contracts \$0.00									

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

Current Assets

1. Cash

2. Accounts receivable - less allowance for doubtful accounts

\$

Retainers included in accounts receivable
Claims included in accounts receivable not yet approved or in litigation

Total accounts receivable

3. Notes receivable - due within one year

\$ 0.00

4. Inventory - materials

\$

5. Contract costs in excess of billings on uncompleted contracts

\$

6. Accrued income receivable

\$

Interest

Other (list)

7. Total accrued income receivable

\$

Deposits

Bid and plan

Other (list)

0.00

Total deposits

Prepaid expenses

Income Taxes

Insurance

Other (List)

0.00

Total prepaid expenses

Other current assets

(List)

\$

0.00

Total other current assets

Total current assets

\$

0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

11.	<u>Investments</u>	EIN:
	Listed securities present market value	\$
	Unlisted securities present value	\$
12.	Total investments	0.00
	<u>Fixed Assets</u>	
	Land	
	Building and improvements	
	Leasehold improvements	
	Machinery and equipment	
	Automotive equipment	
	Office furniture and fixtures	
	Other (list)	
	Total	
	Less: accumulated depreciation	0.00
	Total fixed assets net	\$
13.	<u>Other Assets</u>	\$
	Loans receivable	
	officers	
	employees	
	shareholders	
	Cash surrender value of officers' life insurance	
	Organization expense - net of amortization	
	Notes receivable - due after one year	
	Other (list)	
	Total Other Assets	0.00
14.	<u>TOTAL ASSETS</u>	\$
		0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

<u>Current Liabilities</u>		<u>LIABILITIES</u>	
15.	Accounts payable		
16.	Loans from shareholders – due within one year	\$	
17.	Notes payable – due within one year		
18.	Mortgage payable – due within one year		
19.	Other payables – due within one year (List)	\$	
	Total other payables – due within one year		
20.	Billings in excess of costs and estimated earnings		0.00
21.	Accrued expenses payable		
	Salaries and wages		
	Employees' benefits		
	Insurance		
	Other		
	Total accrued expenses payable		
22.	Dividends payable		
23.	Income taxes payable		0.00
	State		
	Federal		
	Other		
	Total income taxes payable		
24.	Total Current Liabilities		0.00
25.	Deferred Income Taxes	\$	0.00
	Payable		
	State		
	Federal		
	Other		
	Total deferred income taxes	\$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

EIN:

26.	<u>Long Term Liabilities</u> Loans from shareholders - due after one year Notes payable - due after one year Mortgage - due after one year Other payables - due after one year (List)			
27.	Total long term liabilities <u>Other Liabilities</u> (List)	\$	0.00	
28.	Total other liabilities <u>TOTAL LIABILITIES</u>	\$	0.00	
29.	Net Worth (if proprietorship or partnership)			\$ 0.00
30.	Stockholders' Equity Common stock issued and outstanding Preferred stock issued and outstanding Retained earnings Total	\$		
31.	Less: Treasury Stock	\$	0.00	
32.	<u>TOTAL STOCKHOLDERS EQUITY</u> <u>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</u>	\$		\$ 0.00
		\$		\$ 0.00

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clauses of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of a debt, and other payments. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

has a FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not withholding for certain payments, such as interest and dividends. Corporations are exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note, if you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of its political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.

Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(ii)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments including notional principal contracts, futures, forwards, and options that is registered as such under the laws of the United States or any state

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required), in the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signatures and requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made to the requester, the 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for an Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

G—A real estate investment trust registered at all times during the tax year under the Investment Company Act of 1940

H—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3405, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

LICENSE NO: _____

LICENSE FEE: _____

DATE PAID: _____

MISC. CONTRACTOR

RECEIPT NO: _____



City of Long Beach
Office of the City Clerk
1 West Chester Street, Long Beach, NY 11561 • (516) 431-1001



APPLICATION FOR MERCANTILE LICENSE - MISCELLANEOUS CONTRACTOR

CHECK ONE: ☐ NEW APPLICATION ☐ RENEWAL

LICENSE CATEGORY:

- ☐ Carting/Hauling (Dumpster) - \$360.00
☐ Excavation / Demolition - \$360.00
☐ Fuel Delivery - \$360.00 (Plus \$30 each addtl truck)
☐ Fuel Service - \$280.00 (Plus \$30 each addtl truck)

- ☐ Fuel Tank Removal - \$280.00
☐ HVAC - \$280.00
☐ Masonry - \$280.00
☐ Signs / Awnings - \$280.00

☐ Other (Residential) - \$280.00
Specify: _____

☐ Other (Commercial) - \$360.00
Specify: _____

PLEASE PRINT

DATE: _____

STATE OF NEW YORK)
COUNTY OF NASSAU) SS

I SOLEMNLY SWEAR TO THE TRUTH OF THE FOLLOWING STATEMENTS:

Trade Name: _____

Corporate Name: _____

Business Address: _____

Telephone No: _____ Fax No: _____

E-mail: _____

Type Of Business: _____

Please list owner(s) name / corporate officers below:

NAME	ADDRESS (Street, City, State, Zip)	DATE OF BIRTH	TITLE	TEL #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Have any of the above been convicted of a crime? _____ If yes, explain: _____

Are there any facts which differ from the information given last year? _____ If so, state _____

THIS IS A 2-SIDED FORM. PLEASE COMPLETE BOTH SIDES.

In consideration of being granted the license applied for, I hereby agree to comply with all the rules and regulations of the Police Department, the laws of the City of Long Beach, State of New York, and other proper authorities. I also understand that any violation of said rules and regulations or laws may result in the suspension or revocation of license.

SWORN TO BEFORE ME THIS _____ DAY

TRADE NAME

OF _____, 20____

PRINT NAME and TITLE

NOTARY PUBLIC

SIGNATURE

TEL #

Please list information for each vehicle:

[illegible]

BE SURE TO INCLUDE WITH THIS APPLICATION

- Copy of Certificate of General Liability Insurance in the amount of \$500,000. The City of Long Beach is to be listed as the "Certificate Holder".
- Copy of Certificate of Workers' Compensation Insurance or a Certificate of Attestation of Exemption (Form CE-200) and Compliance with the Disability Benefits Law.
- Copy of current Nassau County License issued by the Department of Consumer Affairs. (Not required for Commercial-Only Contractors)
- A list of five (5) recent jobs which should include NAME, ADDRESS, TYPE OF WORK PERFORMED and APPROXIMATE COST (New Applicants Only).
- A check or money order for the amount of the fee listed on the front of the form (plus vehicle fees) made payable to *City of Long Beach*. Checks will be held for 7 business days. Cash and Credit Cards are accepted only in person. Applications received after September 30th will be subject to a \$25.00 late fee.



City of Long Beach

DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11861

Tel: (516) 431- 1011

Fax: (516) 431- 5008

April 6, 2015

Mr. Anthony Core
President
Omni Recycling of Westbury, Inc.
7 Portland Avenue
Westbury, NY 11590

Re: Notice of Award – Single Stream Recycling

Dear Mr. Core:

Since we didn't receive back the contract documents, I thought it best to resend.

Please find enclosed three (3) copies of contract documents for the above stated project. Return to this office all copies signed and notarized, with a copy of your Worker's Compensation insurance and Liability insurance naming the City of Long Beach as the "additional named insured. "

If you have any questions and/or require any additional information, please contact this office.

Very Truly Yours,

Christine Murphy
Administrative Assistant

cc: James La Carrubba, Commissioner of Public Works
Joseph Febrizio, Dep. Commissioner of Public Works

December 16, 2014

Item No. 2
Resolution No. 168/14

The following Resolution was moved by Ms. Adelson
and seconded by Ms. Goggin :

**Resolution Authorizing the City Manager to Enter into an
Agreement for Single Stream Recycling**

WHEREAS, after due advertisement therefore, one bid was received in the Office of the Commissioner of Public Works on November 6, 2014 for the disposal of "Single Stream" Recycling for the City of Long Beach; and

WHEREAS, Single Stream Recycling makes it as easy to use the recycling bin as it is to use the garbage can, therefore there is no excuse not to recycle; and

WHEREAS, residents will no longer have to purchase and use the red recycling bin as they will now be supplied with a recycling sticker which they can place on a garbage can, differentiating it from their other garbage; and

WHEREAS, Single Stream Recycling is a system in which all recyclable materials, including paper, cardboard, plastics, metal and glass containers are collected together in the same collection container, as the collection and processing systems are designed to handle this fully commingled mixture of recyclables, with materials being separated for reuse at the transfer station; and

WHEREAS, more items are eligible to be recycled, hardbound books (with the cover torn off and discarded) and paperbacks, all empty aerosol cans, all plastics with recycling numbers 1 to 7, which include empty prescription bottles as well as rigid plastics, such as milk/soda crates, laundry baskets, plastic lawn furniture and unwanted garbage cans; and

WHEREAS, in addition to making the process easier for residents, the City will no longer need to place recyclables in the recycling yard located at Park Place, which has required the use of a payloader to move and load the recyclables for pick-up and which will now free up this payloader and the operator for other work around the City; and

WHEREAS, in addition, the Sanitation Department will no longer need to make two pick-up runs around the City every Wednesday, one to pick up newspapers, magazines, etc. and the other to pick up commingled items, as only one run will be necessary saving on vehicle wear and tear and fuel costs; and

WHEREAS, for every additional ton of recyclables that are disposed of, one less ton of municipal garbage has to be disposed of by the City, saving the City \$85.59 per every ton; and

WHEREAS, recycling will be transported directly to the Town of Hempstead, Sanitary District No. 1 Inwood Transfer Station for a host fee of \$2.25 per ton and the City estimates a cost savings of approximately \$94,480.44 in the first year, as approximately \$58,000 will be saved in salary costs due to this more efficient pick-up method and approximately \$40,000 will be saved in vehicle maintenance by using three less trucks on recycling day; and

December 16, 2014

Page 2

Item No. 2

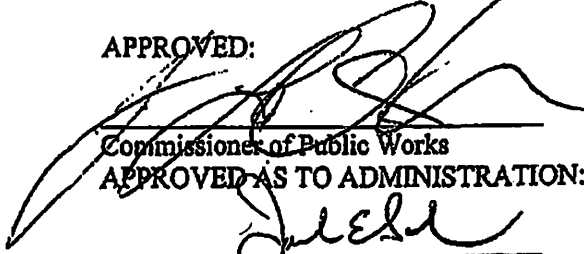
Resolution No. 168/14

WHEREAS, Omni Recycling of Westbury, Inc., 7 Portland Avenue, Westbury, New York 11590 (the City's current vendor) was the sole responsible bidder for the disposal of the City's recycling, at no cost to the City;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the City Manager be and he hereby is authorized to enter into an agreement with Omni Recycling of Westbury, Inc., 7 Portland Avenue, Westbury, New York 11590 to dispose of all of the City's recyclable materials that have been transported to the Town of Hempstead, Sanitary District No. 1 Inwood Transfer Station, at no cost to the City.

APPROVED:


Commissioner of Public Works

APPROVED AS TO ADMINISTRATION:


City Manager

APPROVED AS TO FUNDS:


City Comptroller

APPROVED AS TO FORM & LEGALITY:


Corporation Counsel

VOTING:

Council Member Adelson - AYE

Council Member Eramo - AYE

Council Member Goggin - AYE

Council Member Torres - AYE

President Mandel - AYE



City of Long Beach

**DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561**

**Tel: (516) 431-1011
Fax: (516) 431-5008**

**SPECIFICATION CONTRACT FORMS AND DOCUMENTS
FOR
SINGLE STREAM RECYCLING**

Contract No. C-817
Selected Contractor Omni Recycling & Wastebury Inc.
Resolution No. 168/14
Resolution Date DECEMBER 16, 2014

October 2014

A.3 – Biosolids Contract – Tully Environmental



City of Long Beach

DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

Tel: (516) 431-1011
Fax: (516) 431-5008

SLUDGE MANAGEMENT SERVICES

Contract No.

C-873

Selected Contractor

TULLY ENVIRONMENTAL, INC.

Resolution No.

46/17

Resolution Date

JUNE 6, 2017



City of Long Beach

**DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561**

**Tel: (516) 431-1011
Fax: (516) 431-5008**

SLUDGE MANAGEMENT SERVICES

Contract No. _____

Selected Contractor _____

Resolution No. _____

Resolution Date _____

April 2017



City of Long Beach

NEW YORK 11561

**JACK SCHNIRMAN
CITY MANAGER**

CITY COUNCIL

LEN TORRES, PRESIDENT

ANTHONY ERAMO, VICE PRESIDENT

CHUMI DIAMOND

SCOTT J. MANDEL

ANISSA D. MOORE

**John A. Mirando, P.E.
Commissioner of Public Works**

**Joseph Febrizio
Deputy Commissioner of Public Works**

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APPENDIX A : TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

APPENDIX B : CONTRACTOR LICENSING REQUIREMENTS

APPENDIX C: CONTRACTOR EXEMPT PURCHASE CERTIFICATE



City of Long Beach

DEPARTMENT OF PUBLIC WORKS
ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

Tel: (516) 431- 1011

Fax: (516) 431-5008

NOTICE TO BIDDERS

PLEASE TAKE NOTE that sealed bids will be received in the Department of Public Works, Room 404, City Hall, Long Beach, New York on, Thursday, May 18, 2017 at 11:00 a.m. prevailing time for:

SLUDGE MANAGEMENT SERVICES

Plans, specifications and contract document may be examined or obtained at the office of the City Engineer, Room 404. A non-refundable deposit of \$50.00 per contract set is required. Checks or money orders are to be made out to the City of Long Beach.

No bid will be considered from any person who is in arrears to the City, or who is in default as surety or otherwise upon any obligation to the City, nor shall a bid be considered from any contractor whose performance on any previous contract with the City has been unsatisfactory in the opinion of the City Council. A contractor whose performance has been unsatisfactory shall not be deemed a responsible qualified bidder.

Bidders must satisfy themselves by personal examination of the site of the proposed work and shall not at any time after the submission of a bid or proposal, dispute or complain nor assert that there was any misunderstanding in regard to the nature or amount of the work to be performed.

The City reserves the right to reject any and all bids received, to waive informalities and also reserves the right to increase, decrease, omit any portions of the Specification. The City will award the Contract to the lowest responsible bidder qualified by past experience to satisfactorily perform the required work of this contract and furnishing the required security. Any Contractor submitting a bid must be able to proceed with the detailed work immediately upon Notification to Proceed, and must complete all work within the project duration indicated.

City of Long Beach
Nassau County, New York

Jack Schnirman, City Manager
Dated: April 17, 2017



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS

1. General

- a. The information contained in the public "Notice to Bidders" and in these specifications, together with the data shown on the Contract Plans, shall be construed as part of each bid. No verbal stipulations or qualifications will be given consideration.
- b. Each bid must be made on the form furnished by the City of Long Beach and must be accompanied by a bid security.
- c. The bid must be accompanied by a Bid Guaranty which shall not be less than ten (10%) of the total amount bid including all items of overhead. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value) or a Bid Bond. The bid Bond shall be secured by a guaranty or surety company licensed in New York State.

No bid will be considered unless it is accompanied by the required guaranty. Certified checks, bank drafts or Bid Bonds must be payable to the order of the City Treasurer, City of Long Beach. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents. Each bid must be submitted on the prescribed forms.

- d. No bid proposal shall be withdrawn, modified, or canceled once it has been submitted. Bids submitted by mail shall be enclosed in a separate sealed envelope containing the Bid and Qualifications addressed to the Commissioner, Department of Public Works, City of Long Beach, Room 404, One West Chester Street, Long Beach, NY 11561.

Use of mail shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening bids.



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

- e. The Bid security of the successful bidder will be forfeited to the City of Long Beach as liquidated damages in case of failure of said bidder to enter into a contract and furnish the necessary bond for the execution of the work within ten (10) days after receipt of written notice from the City of Long Beach to do so has been mailed to bidder's address as stated in his Proposal.
- f. A disk, containing Proposal, Specifications, Information For Bidders, Contract Plans, Contract Forms and Documents may be obtained and/or examined at the office of the Commissioner, Department of Public Works, City of Long Beach, Room 404 City Hall, Long Beach, N.Y. 11561. All bids are to be submitted in Room 404. A deposit of fifty (\$50.00)dollars per contract set is required. Checks or Money orders are to be payable to the City Treasurer, City of Long Beach, New York.

2. Verbal Answers and Addenda

- a. The City, its agents, servants, employees, or Engineers shall not be responsible in any manner for verbal answers to inquires made regarding the meaning of the Contract Drawings, Specifications or Contract Documents prior to the awarding of the contract.

INFORMATION FOR BIDDERS (Cont.)

- b. Every request for such an interpretation shall be made in writing to the Engineer. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the office of the Engineer and copies will be faxed to all prospective Bidders. It shall, however, be the Bidder's responsibility to make inquiry before bids are received as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda.



City of Long Beach

NEW YORK 11561

3. Inspection of Site

- a. Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work required under this contract and the restrictions attending the performance of the Contract. The Bidder shall examine and familiarize himself with the Contract Drawings, Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or visit the site and acquaint himself with the conditions there existing and the City will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. The City makes no representation as to the accuracy of materials and types of the structures, including the equipment, fixtures and other property, and the Bidder is obligated to check the accuracy thereof.
- b. Bidders by satisfying themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done.

4. Form of Proposal

- a. The Proposals must be submitted on the forms furnished by the City. Failure to use said Form of Proposal, inclusion of bids not requested or the exclusion of any bid requested may result in rejection of the bid.



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

- b. No Proposal shall be received by the City unless the bidder tendering it is known to be skilled in work of a similar nature to that as detailed in the Proposal.
 - c. Bidders must submit their Proposal upon the following express conditions, which shall apply to and become part of each Proposal received.
 - i) Bids will only be accepted from those bidders who have made a deposit for Plans and Specifications in their own name and whose name has been entered in the City's bidder's list. In addition attendance at the Pre-Bid Meeting is mandatory for bid acceptance.
 - ii) Bids will be compared by total amounts, which shall be the sum of the products of the quantities, if any multiplied by the unit price bid for the various items; with due consideration being given to lump sum prices bid or unit price for contingent items, if any. Unbalanced bids may not be accepted.
 - iii) Each bidder shall fill out in ink, in both words and figures, in the spaces provided, his unit or lump sum bid, as the case may be, for each item in the Proposal. The unit or lump sum price, in words, shall be considered correct.
 - iv) All corrections made by the Contractor on the Proposal shall be done in ink by lining out the Contractor's original entry, then entering the new words or numbers and initialing after the last word or number entered.
5. **Envelopes**
All proposals must be submitted in a sealed envelope, which, in addition to the proposal, shall contain a certified check or bid bond.
6. **Subcontractors**
The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the City of Long Beach.



City of Long Beach

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INFORMATION FOR BIDDERS (Cont.)

7. Name of Bidder

Each Bidder must state in the Proposal his full name and business address, telephone number, and treasury number, and the full name, home address, social security number of every person, firm or corporation interested therein and the address, of every person or firm or president and secretary of every corporation interested with him. If no other person, firm or corporation were so interested, he must affirmatively state such fact. The Bidder must also state that: "the proposal is made without any connection, directly or indirectly, with any Bidder for the work mentioned in his proposal and is, in all respects, without fraud or collusion; he has inspected the site of proposed work; he has examined the Conditions of Contract, Specifications, Contract Drawings and Information for Bidders; no person acting for or employed by the City of Long Beach, or is directly or indirectly interested therein, or in the supplies or work to which it relates or in any portion of the prospective profit thereof : he proposes and agrees if his Proposal or bid are accepted, to execute contract with the City of Long Beach to perform the work mentioned in the Conditions of Contract Specifications attached; and the amount he will accept in full payment".

For contracts that are under \$1.5 Million in value where the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the City, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

8. Time for Receiving Bids

- a. Bids received prior to time of opening will be securely kept unopened. The officer whose duty is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

- b. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for Receipt of Bids, provided such telegraphic communication is received prior to the closing time, and, provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If written confirmation is not received within two

days from the closing time, no consideration will be given to the telegraphic modification. All telegraphic communications shall be addressed to the Commissioner, Department of Public Works.

Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

9. Opening of Bids

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons interested may be present, in person or by representative.

10. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned.

11. Collusive Agreement

- a. Each Bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, as well as the Statement of non-collusion, herein also provided, pursuant to Section 103.d of the General Municipal Law of New York, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for approval by the Engineer and affidavit substantially in the form prescribed in the Contract Documents.

12. Award of Contract - Rejection of Bids

The prices bid, covering the various items of each Contractor, will be the basis of award of contract, with due consideration for the time of construction either as stated by the City or if stated by the Bidder to be different from that stipulated by the City. If discrepancies exist, the written (in words) unit price shall govern and the figure will be corrected to reflect the correct total bid for various items. Lump sum prices written in words shall govern.

- a. The Contract will be awarded to the lowest responsible Bidder complying with the conditions of the Notice To Bidders provided such Bid is reasonable and it is to the best interests of the City. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider a Bidder unqualified if he cannot demonstrate that he has or can perform with his own forces the major portions of the work involved in the project.



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

- c. The City also reserves the right to reject the bid of any Bidder, who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the Contract, or who has without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees. In determining the lowest responsible Bidder, the following matters in addition to those abovementioned, will be considered: Whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to work; (4) has appropriate technical experience.
- d. The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.
- e. The City will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable City, County or State Laws.

13.. Execution of Agreement, Performance and Payment Bond

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute the Agreement in the form include in the Contract Documents in three (3)) copies.
- b. The Bidder to whom a contract is awarded, together with the sureties offered by him, shall attend at the office of the Corporation Counsel, within (10) days, Saturdays, Sundays, and City Holidays excluded, after the date of notification, by certified mail, or acceptance of his Proposal and there sign the Contract for the work and furnish the approved security in an amount equal to the full amount of the Contract for its performance and maintenance.
- c. Coincident with the signing of the contract, the successful Bidder shall execute a Performance Bond, underwritten by a reliable, solvent surety



City of Long Beach

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INFORMATION FOR BIDDERS (Cont.)

company in the full amount of one hundred percent (100%) of the accepted bid. The form and other features of the bond shall meet the approval of the City. The surety Company shall be responsible for the Contractor's guaranteeing to the City the faithful performance of the contract, payment of all just claims for materials, labor and wages in connection therewith. The Performance Bond shall provide security for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents, or such other form as is acceptable to the City, and shall bear the same date as, or a date subsequent to, the date of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond or bonds. A guaranty or surety company licensed in the State of New York shall sign this bond, or bonds.

- d. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after notification by certified mail to appear for signing of contract(s), or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the city for a refund.

14. Insurance

The amounts, types and clauses to be included in the insurance required to be carried by the successful Bidder and his subcontractors are listed in the Conditions of Contract.



City of Long Beach

NEW YORK 11561

INFORMATION FOR BIDDERS (Cont.)

15. Liquidated Damages

- a. The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the security deposited with his bid.
- b. Bidder agrees to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete his work on or before the prescribed completion date. The Bidder also agrees to pay as liquidated damages, the sum of one thousand (1000) dollars for each consecutive calendar day thereafter the work remains uncompleted.

16. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

17. Notice of Special Conditions

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.
- d. Stated allowances.

18. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. In so far as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.



City of Long Beach

NEW YORK 11561

PROPOSAL (General)

Place: _____

Bid Date: May 18 2017

Long Beach Contract No:
Sludge Mgmt. Services

Proposal of TULLY ENVIRONMENTAL, INC. (hereinafter called
"Bidder") (either a corporation, organized and existing under the laws of the State of
New York, or a partnership, joint venture or an individual) doing business as
_____. *

To the City Council

of the City of Long Beach (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your Notice To Bidders for:

SLUDGE MANAGEMENT SERVICES

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

- Insert corporation, partnership, joint venture or individual as applicable.



City of Long Beach

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PROPOSAL (General) - Cont.

The undersigned further declares that the only person, persons, company or parties interested in this Proposal as principals are named herein; that he has carefully examined all contract forms and plans; that he has made a personal examination of the site of the proposed work and such investigations as are necessary to determine the character of the materials to be encountered, and he proposes and agrees that if this Proposal is accepted, he will contract with the City of Long Beach, to provide the necessary machinery, tools apparatus and other means of construction, and all materials and labor called for by the said Contract, Plans and Specifications, including all Addenda issued prior to the date of opening of the Bids (except for Addendum enclosing Prevailing Wage Rates which may be issued after such date) or necessary to complete the work in the manner and within the time set forth in the Contract, Plans and Specifications, for the lump sum price set forth in the following Schedule of Prices:

TULLY ENVIRONMENTAL, INC.

TEL 718-446-7000
FAX 718-426-8757
FAX 718-458-5199

127-50 N
FLUSHING

May 23, 2017

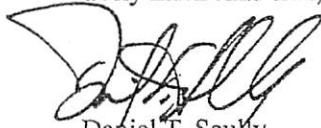
John A. Mirando, P.E.
Commissioner of Public Works
City Hall
Room 404 Department of Public Works
One West Chester Street
Long Beach, New York 11561

RE: Long Beach Sludge Management Contract

I am writing per your request to confirm that Tully shall accept \$1158.00/dry ton as payment per ton of sludge produced for the services rendered under the above referenced contract if awarded. Having performed these services in the past and obtaining an average percent solids of 19.1%, we will guarantee that the percent solids shall average between 18% - 22% for the duration of the contract providing that the City agrees that there shall be no penalty for solids below 18%.

Please contact me with any questions. We look forward to continuing our relationship with the City of Long Beach.

Very truly yours,
Tully Environmental, Inc.



Daniel T. Scully
Vice President

COST PROPOSAL

SLUDGE MANAGEMENT SERVICES CITY OF LONG BEACH, NEW YORK

The City of Long Beach is requesting bid proposals for the on-site processing, transport, and land base disposal of its wastewater sludge.

450 DRY TONS OF DEWATERED SLUDGE/YEAR X \$ 1544.00 PER DRY TON = \$ 694,800.00
(cost in figures)

SIX HUNDRED NINETY FOUR THOUSAND EIGHT HUNDRED DOLLARS : 00/00
(cost in writing)

MULTIPLY BY THREE (3) FOR FULL CONTRACT TERM

\$2,084,400.00
(cost in figures)

TWO MILLION EIGHTY FOUR THOUSAND FOUR HUNDRED DOLLARS : 00/00
(cost in writing)

Name of Company: TULLY ENVIRONMENTAL, INC.

Address: 127-50 Northern Blvd Flushing NY 11368

Telephone Number: 718-446-7000

Company Representative (print): Peter K. Tully

Company Representative (signature): [Signature]

The term of the Contract is three (3) years with the possibility of two (2) one-year extensions. The Contract will begin when the current contract term expires, that is, on or about July 1, 2017. There shall be an annual adjustment applied each year to the current unit price effective at the anniversary date of the contract signing.

The estimated quantities utilized for this bid were developed based upon the past sludge generation data. The City cannot guarantee these estimates, in fact, actual quantities may vary significantly due to field conditions or circumstances encountered.

All prospective bidders are requested to visit the site and become familiar with the current operations. Contact the Chief Plant Operator @ 516 431-5691.

Qualifications and proposed plan packages shall be submitted with each bid.

A bid bond will be required.



City of Long Beach

NEW YORK 11561

PROPOSAL (Schedule of Prices)

Work shall be completed within three years (3) after date of Contract signing with two (2) one (1) year options.

Name of Bidder TULLY ENVIRONMENTAL, INC.

Address of Bidder 127-50 Northern Blvd
FLUSHING NY 11368

Federal I. D. Number 11-3114572

Telephone Number 718-446-7000

Signed By [Signature]

Title President

Date May 18 2017



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration)

Herewith is a Certified Check or Bid Bond for the following Contract (equal to at least ten percent (10%) of the Total Bid or Total Alternate Bid, whichever is the greater) in the amount of:

10% Bid Bond (\$)

payable to the City of Long Beach, as a surety that the undersigned will enter into a contract for the work within ten (10) days of date of Notice of award of Contract. The undersigned proposes to commence work and order materials in accordance with the written "Notice to Proceed" and to complete the work in accordance with the following schedule and guarantees. The work performed and the materials furnished for a period of one (1) year after the final acceptance of the work. Bidder agrees to pay as liquidated damages, the sum of \$750.00 for each consecutive day thereafter.

The City of Long Beach reserves the right to award the contract to whichever bidder whose proposal results in the least cost to the City

No work shall be performed on Saturday, Sunday or Holidays, without the prior expressed approval of the Engineer.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Tully Environmental, Inc.
127-50 Northern Blvd.
Flushing, NY 11360

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Long Beach
One West Chester Street
Long Beach, New York 11561

15 Mountain View Road
Warren, NJ 07059

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

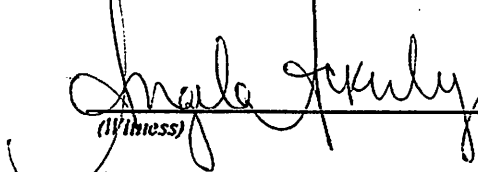
Sludge Management Services.

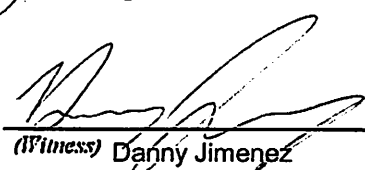
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of May, 2017.


(Witness)


(Witness) Danny Jimenez

Tully Environmental, Inc.

(Principal)

(Seal)

By:

(Title) Peter K. Tully, President

Federal Insurance Company

(Surety)

(Seal)

By:

(Title) Krystal L. Stravato, Attorney-in-Fact

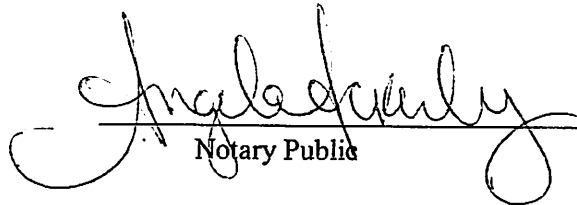
ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF NEW YORK

COUNTY OF QUEENS

ON THE 18th DAY OF MAY, 2017 BEFORE ME PERSONALLY APPEARED Peter K. Tully TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE PRESIDENT OF Tully Environmental, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

ANGELA ACKERLY
Notary Public, State of New York
No. 01AC6338437
Qualified in Suffolk County
Commission Expires March 28, 2020



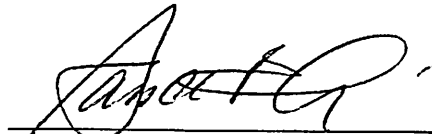
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

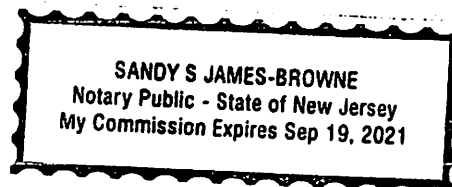
STATE OF NEW JERSEY

COUNTY OF MORRIS

ON THE 18th DAY OF MAY, 2017 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Federal Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public



FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2016

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ (86,990)	Outstanding Losses and Loss Expenses	\$ 11,482,308
United States Government, State and Municipal Bonds	8,135,311	Unearned Premiums.....	2,723,875
Other Bonds.....	5,471,330	Ceded Reinsurance Premiums Payable.....	566,868
Stocks.....	130,689	Provision for Reinsurance	29,339
Other Invested Assets.....	1,289,903	Other Liabilities.....	1,144,976
 TOTAL INVESTMENTS	 14,940,243	 TOTAL LIABILITIES	 15,947,366
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,727,406	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,926,619	Paid-In Surplus.....	3,106,809
Executive Risk Indemnity Inc.....	1,250,965	Unassigned Funds	8,296,020
Great Northern Insurance Company	504,162	 SURPLUS TO POLICYHOLDERS.....	 11,423,809
Vigilant Insurance Company.....	319,505		
Chubb European Investment Holdings, SLP .	277,361		
Chubb Custom Insurance Company.....	214,956		
Chubb National Insurance Company	162,929		
Chubb Indemnity Insurance Company.....	163,668		
Other Affiliates	70,204		
Premiums Receivable	1,510,107		
Other Assets	1,303,050		
 TOTAL ADMITTED ASSETS	 \$ 27,371,175	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 \$ 27,371,175

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2016, investments with a carrying value of \$565,702,495 were deposited with government authorities
as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2016 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2016.

Subscribed and sworn to before me
this March 3, 2017.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary

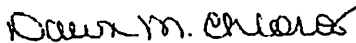
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

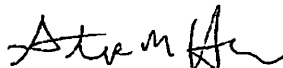
Now All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ricardo Davila, Will Griffin and Michael Marino of Miami, Florida; Thomas MacDonald, Krystal L. Stravato and Kevin T. Walsh, Jr. of Cedar Knolls, New Jersey; Theresa J. Foley and Frankie Grella of Jericho, New York; Neil C. Donovan, Gerard Leib and Mary C. McGinn of Berwyn, Pennsylvania -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 30th day of March, 2017.



Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

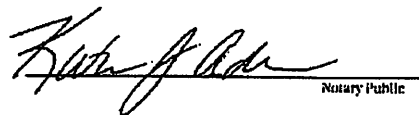
SS.

On this 30th day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2319985
Commission Expires July 16, 2019



Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

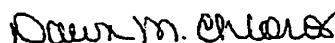
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **May 18, 2017**.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders)

Bidders are required to provide the following information. Bidders may attach additional sheets as needed.

1. Name of Bidder TULLY ENVIRONMENTAL, INC.

2. Permanent Main Office Address, Including City, State and Zip Code:

127-50 Northern Blvd

Flushing NY 11368

3. Telephone Number (718) 446-7000

Fax Number (718) 458-5799

4. When Organized May 1992

5. If a Corporation, Where Incorporated New York

6. Description of General Character of Work Typically Bid By Firm:

sludge + grit management removal

transport + disposal



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

7. Current Contracts on Hand:

Project Title and Location	Estimated Completion Time	Estimated Value	Reference Person/Inspector with Phone Number
Please see	attached		

8. Has the Firm ever Failed to Complete any Work? If so where and why?

No

9. Has the firm ever defaulted on a Contract? If so, where and why?

No



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

10. List recent Contracts that demonstrate experience germane to the project described herein:

Year	Project Name Location	Estimated Value	Description	Contact Person & Phone No.
	Please see attached			

11. List the Major Equipment available for this contract

Please see attached



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

12. List All Principals and Officers and Relevant Experience of Each.

Name	Title	Experience
Please See attached		

13. Give Primary Bank Reference and Credit Available:

Bank: Please see attached

Address: _____

Credit Amount \$ _____

14. Will the firm, upon request, fill out a detailed financial statement dated within 30 days of the Bid date and furnish any other information that may be required by the City of Long Beach?

Yes



City of Long Beach

NEW YORK 11561

PROPOSAL (Qualifications of Bidders) Cont.

- 15(a) Has the firm ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality sex or religion? If so, give full details:

No

- (b) Has the firm ever been accused of discrimination based upon race, color, nationality, sex or religion in any actions or legal proceeding ?If so, give full details:

No

- (c) The City may make an investigation it deems necessary to assure itself of the ability of the Bidder to perform the work, including but not limited to obtaining a certified financial statement from the Bidder. The ability of any Bidder to obtain a performance bond shall not be regarded as the sole test of the Bidder's Competency, Reliability and Responsibility.

16. What percent of the proposed project will be performed by Subcontractor?

None

17. What specific activities are proposed for subcontractor involvement?

None

18. Is the firm currently or has the firm ever been disbarred from doing business in New York State?

No



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration)

_____	_____
Name	Name
_____	_____
Name	Name
_____	_____
Name	Name

Bidder : TULLY ENVIRONMENTAL, INC.

Bidder's Address 127-50 Northern Blvd
Flushing NY 11368

Signed By: *[Signature]*

Title: Peter K. Tully
President

Corporate Seal

_____	_____
Name	Name
_____	_____
Name	Name
_____	_____
Name	Name

Bidder : _____

Bidder's Address : _____

Signed By : _____

Title : _____



City of Long Beach

NEW YORK 11561

PROPOSAL - (Declaration) Cont.

The undersigned acknowledges receipt of the following Addenda :

ADDENDUM NO. _____ DATE : _____

ADDENDUM NO. _____ DATE : _____

ADDENDUM NO. _____ DATE _____

The undersigned is a Corporation (state whether single individual, or if a partnership, give names of all partners, or if a corporation, give names of principal officers).

Please see attached

Name

Address

Name

Address

Name

Address

TULLY ENVIRONMENTAL, INC.

Bidder: _____

Bidder's Address: 127-50 Northern Blvd

Flushing NY 11368

Signed By [Signature]

Title: President

Corporate Seal



City of Long Beach

NEW YORK 11561

PROPOSAL (Declaration) Cont.

The undersigned is a joint venture, consisting of the following corporations:
(give names of all principal officers)

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

Bidder : _____

Bidder's Address : _____

Signed By : _____

Title : _____

Corporate Seal

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

Bidder : _____

Bidder's Address : _____

Signed By : _____

Title : _____

Corporate Seal



City of Long Beach

NEW YORK 11561

PROPOSAL - Non-Collusive Bidding Certificate

Non-Collusive Bidding Certificate

Pursuant to Section 103-D of the General Municipal law, the Contractor makes the following statement under penalty of perjury and by submission of this bid or proposal the Bidder certifies that:

(a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other Bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in his behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of his certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Resolved that TULLY ENVIRONMENTAL, INC. be authorized to sign
(Name of Corporation)
and submit the bid or proposal of this corporation for the following project:

SLUDGE MANAGEMENT SERVICES

and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by
TULLY ENVIRONMENTAL, INC. corporation at a meeting of its Board of Directors held on the
18 day of May, 20 17. (Seal of the Corporation)

Secretary [Signature] Kenneth W. Tuily
Respectfully Submitted:

Firm Name: TULLY ENVIRONMENTAL, INC.

Firm Address: 127-50 Northern Blvd Flushing NY 11368

Signed By: [Signature]
Title: President

EXHIBIT B

**TULLY ENVIRONMENTAL, INC.
127-50 NORTHERN BOULEVARD
FLUSHING, NY 11368**

WORK ON HAND/COMPLETED

		In Progress
1	<u>Job:</u> TEI Job No. 42118 Removal, Transportation and Disposal of Grit	\$747,000.00
	<u>Borough:</u> County of Westchester	
	<u>Owner:</u> County of Westchester	
	<u>Contact:</u> John Devaney 914 813 5432	
	<u>TEI PM:</u> Matthew Ackerly	
2	<u>Job:</u> TEI Job No. 42130 Beneficial Reuse of Biosolids	In Progress \$135,000,000.00
	<u>Borough:</u> Yonkers, NY	
	<u>Owner:</u> County of Westchester	
	<u>Contact:</u> Charles Beckett 914 231 2847	
	<u>TEI PM:</u> Dean Devoe	
3	<u>Job:</u> TEI Job No. 42111 Contract No.947-ADM Beneficial Reuse of Biosolids	Completed \$110,746,000.00
	<u>Borough:</u> Various	
	<u>Owner:</u> New York City Department of Environmental Protection	
	<u>Contact:</u> Jeffrey Bryant 914 231 2847	
	<u>TEI PM:</u> Dean Devoe	

4	<u>Job:</u>	TEI Job No. 72125 Long Beach Sludge Removal	In Progress \$ 518,987.00
	<u>Borough:</u>	Nassau County	
	<u>Owner:</u>	City of Long Beach	
	<u>Contact:</u>	Jason Leimsider 516 431 5691	
	<u>TEI PM:</u>	Matthew Ackerly	
5	<u>Job:</u>	TEI Job No. 112112 Queens DOS Export	In Progress \$80,278,416.00
	<u>Borough:</u>	Queens	
	<u>Owner:</u>	NYC Department of Sanitation	
	<u>Contact:</u>	Todd Kuznitz 646 885 4708	
	<u>TEI PM:</u>	Matthew Ackerly	
6	<u>Job:</u>	TEI Job No. 43044 North River NR36 Digester Reconstruction	Completed \$13.2M
	<u>Borough:</u>	Manhattan	
	<u>Owner:</u>	NYC Department of Environmental Protection	
	<u>Contact:</u>	DJ Patel 718 595 6125	
	<u>TEI PM:</u>	Dennis Persico	
7	<u>Job:</u>	TEI Job No.: 95001 Removal T&D of Residuals	Completed \$ 24,415,400.000
	<u>Borough:</u>	Various WWTP - Contract 1221RDR	
	<u>Owner:</u>	NYCDEP	
	<u>Contact:</u>	Phillipe Vielot 212 860 9330	
	<u>TEI PM:</u>	Dean Devoe	

8	<u>Job:</u>	TEI Job No.: 110001 Removal T&D of Residuals NYCDEP Contract 1271RDW	Completed \$ 8,996,919.000
	<u>Borough:</u>	Various WWTP	
	<u>Owner:</u>	NYCDEP	
	<u>Contact</u>	Phillipe Vielot 212 860 9330	
	<u>TEI PM</u>	Dean Devoe	
9	<u>Job:</u>	TEI Job No.: 83001 Alley Park Environmental Restoration NYCDEP Contract ERAC 3	Completed \$ 19,137,487.000
	<u>Borough:</u>	Queens	
	<u>Owner:</u>	NYCDEP	
	<u>Contact</u>	Nazir Mir 718 279 7434	
	<u>TEI PM:</u>	Eqbal Rasheed	
10	<u>Job:</u>	TEI Job No.: 87080 Composting of Yard Waste	Completed \$ 327,737.000
	<u>Location:</u>	Town of Oyster Bay	
	<u>Owner:</u>	Town of Oyster Bay	
	<u>Contact</u>	Gary Terrell 516 755 1820	
	<u>TEI PM</u>	Dean Devoe	
11	<u>Job:</u>	TEI Job No.: Manhasset Union Free School District	COMPLETE \$ 7,500.000
	<u>Location:</u>	Various locations within MUFSD	
	<u>Owner:</u>	Manhasset Union Free School District	
	<u>Contact</u>	Joe Monda 516-267-7778	
	<u>Job:</u>	TEI Job No.: Removal and Disposal of Sludge	COMPLETE \$ 276,000.000

Location: Bay Street, Sag Harbor

Owner: Village of Sag Harbor

Contact Rick Ryder 631-725-3889

13	<u>Job:</u>	TEI Job No.: Grit Dumpster: Delivery & Disposal	In Progress \$ 106,000.000
----	--------------------	--	-------------------------------

Location: Oyster Bay, New York

Owner: Oyster Bay Sewer District

Contact Ernie Muller 516-922-4922

14	<u>Job:</u>	TEI Job No.: Grit Dumpster Delivery & Disposal	COMPLETE \$ 60,000.00
----	--------------------	---	--------------------------

Location: Lawrence, New York

Owner: Incorporated Village of Lawrence

Contact Janet Magliaro 516-239-4600

15	<u>Job:</u>	TEI Job No.: Leachate Hauling	In Progress \$ 4,975,000.000
----	--------------------	----------------------------------	---------------------------------

Location: Islip, New York

Owner: Town of Islip Resource Recovery

Contact Jim Jenke 631-436-6162

16	<u>Job:</u>	TEI Job No.: BAY PARK STP Grit/Sludge Removal & Cleaning	COMPLETE \$2,600,000
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Location: E Rockaway, NY

Owner: Nassau County

Contact Fred Marone 516-523-2861

17	<u>Job:</u>	TEI Job No.: BRENTWOOD UNION FREE SCHOOL DIST Septic/Grease Hauling & Service	COMPLETE \$63,000
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Location: Multiple Locations

Owner: BRENTWOOD UNION FREE SCHOOL DIST

Contact Tom Flaherty 631-457-2860

18	<u>Job:</u>	TEI Job No.: ISLIP HOUSING AUTHORITY Septic Hauling	COMPLETE \$60,000
----	-------------	---	----------------------

Location: Multiple Locations

Owner: Town of Islip

Contact Bill Malinowski 631-589-7186

19	<u>Job:</u>	TEI Job No.: NYC DEP - CONTRACT SC-103 Large Diameter Pipe Cleaning	COMPLETE \$151,000
----	-------------	---	-----------------------

Location: Bronx, NY

Owner: NYC DEP

Contact Kamil Dyrda 718-595-5457

20	<u>Job:</u>	TEI Job No.: NYC DEP 1284-PS Large Diameter Pipe Cleaning	COMPLETE \$9,900,000
----	-------------	---	-------------------------

Location: Multiple Locations

Owner: NYC DEP

Contact Ronald Lochan 718-595-4724

21	<u>Job:</u>	TEI Job No.: NYC DEP SC-104 Large Diameter Pipe Cleaning	COMPLETE \$617,000
----	-------------	--	-----------------------

Location: Brooklyn, NY

Owner: NYC DEP

Contact Gregory Tamarin 718-595-4217

22	<u>Job:</u>	TEI Job No.: SUFFOLK COUNTY DEPT OF PARKS Septic Hauling	COMPLETE \$60,000
----	-------------	--	----------------------

Location: Multiple Locations

Owner: Suffolk County

Contact Robert Pierro 631-852-5216

23	<u>Job:</u>	TEI Job No.: Bergen Point WTP Grit Disposal	In Progress \$ 549,000.00
	<u>Location:</u>	Deer Park	
	<u>Owner:</u>	Suffolk County	
	<u>Contact</u>	Douglas Haussel 631-854-4158	
24	<u>Job:</u>	TEI Job No.: TOWN OF BABYLON Septic/Grease Hauling & Service	Complete \$152,000
	<u>Location:</u>	Multiple Locations	
	<u>Owner:</u>	Town of Babylon	
	<u>Contact</u>	Debbie Trapp 631-957-4229	
25	<u>Job:</u>	TEI Job No.: TOWN OF EAST HAMPTON WTP Sludge - Cleaning & Removal	Complete \$250,000
	<u>Location:</u>	Springs Fire Place Road, East Hampton	
	<u>Owner:</u>	Town of East Hampton	
	<u>Contact</u>	Fred Niro 631-276-1029	
26	<u>Job:</u>	TEI Job No.: TOWN OF ISLIP DEPT OF PARKS AND I Septic Hauling	Complete \$158,000
	<u>Location:</u>	Multiple Locations	
	<u>Owner:</u>	Town of Islip	
	<u>Contact</u>	Ken Gesseck 631-484-5470	
27	<u>Job:</u>	TEI Job No.: Vac13-CHIEF OF CENTRAL SERVICE Sewer Line Cleaning	COMPLETE \$4,200,000
	<u>Location:</u>	Multiple Locations	
	<u>Owner:</u>	NYC DEP	
	<u>Contact</u>	Nick Barbaro 718 595 5207	
28	<u>Job:</u>	TEI Job No.: INC. VILLAGE OF PATCHOGUE	COMPLETE \$410,000

Liquid Sludge Hauling

Location: Hammond Street, Patchogue

Owner: Inc. Village of Patchogue

Contact Larry Williams 631-475-2740

29	<u>Job:</u>	TEI Job No.: VILLAGE OF NORTHPORT Septic Hauling	In Progress \$418,000
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Location: Ketchum Place, Northport

Owner: Village of Northport

Contact John Calamari 631-261-7505

30	<u>Job:</u>	TEI Job No.: SUFFOLK COUNTY WATER AUTHORIT Brine Water Hauling	In Progress \$38,000
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Location: South Spur, Northport

Owner: SUFFOLK COUNTY WATER AUTHORITY

Contact Joseph Daub - 631-665-0662

31	<u>Job:</u>	TEI Job No.: GREAT NECK WPCD Grit Hauling	In Progress \$448,000
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Location: East Shore Rd, Great Neck

Owner: GREAT NECK WPCD

Contact Thomas Leake - 516-482-0238 x -312

32	<u>Job:</u>	TEI Job No.: Port Washington WPCD Grit Hauling	In Progress \$605,000
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Location: Harbor Rd, Pt. Wahsington

Owner: Pt Washington WPCD

Contact Helen Chen - 516-944-6100

33	<u>Job:</u>	TEI Job No.: Suez Water (Nassau County) Grit/Sludge Removal & Cleaning	COMPLETE \$1,450,000
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Location: E Rockaway, NY

Owner: Suez Water (Nassau County)

Contact Ken Carmine 516-390-6434

34	<u>Job:</u>	TEI Job No.: Leachate Hauling	COMPLETE \$ 4,200,000.000
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Location: Brookhaven, New York

Owner: Town of Brookhaven

Contact Dan Johnson - 631-451-6252

35	<u>Job:</u>	TEI Job No.: Vac16-CHIEF OF CENTRAL SERVICE Sewer Line Cleaning	In Progress \$4,200,000
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Location: Multiple Locations

Owner: NYC DEP

Contact Nick Barbaro 718 595 5207

36	<u>Job:</u>	TEI Job No.: SETVDDC14 Sewer Line Cleaning & CCTV Inspection	In Progress 2017 Start Est Value \$2.0 Million
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Location: Multiple Locations

Owner: NYC DDC

Contact Ahmad Hadjarian - 212-313-3537

36	<u>Job:</u>	TEI Job No.: AHC-17 Q1 Catch Basin Cleaning	TBD Q3- 2017 Start Est Value \$4.0 Million
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Location: Multiple Locations

Owner: NYC DEP

Contact Nick Barbaro 718 595 5207

30	<u>Job:</u>	TEI Job No.: 150001 Residuals Management	In Progress \$ 14,594,029
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Borough: Wards Island WWTP Contract 1419TDR

Owner: NYCDEP

Contact Juan Manon 212 860 1614

TEI PM Dean Devoe

31	<u>Job:</u>	TEI Job No.: 160003 Residuals Management	In Progress \$ 14,667,600
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Borough: Various Locations NYC Contract 1442RDT

Owner: NYCDEP

Contact Juan Manon 212 860 1614

TEI PM Dean Devoe

32	<u>Job:</u>	TEI Job No.: 160001 Biosolids Management	In Progress \$ 47,503,580
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Borough: Wards Island and Oakwood Beach WWTP

Owner: NYCDEP

Contact Robert Chasen 718 595 5030

TEI PM Dean Devoe

33	<u>Job:</u>	TEI Job No.: 160002 Biosolids Management	In Progress \$ 36,946,685
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Borough: 26th Ward WWTP

Owner: NYCDEP

Contact Robert Chasen 718 595 5030

TEI PM Dean Devoe

34	<u>Job:</u>	TEI Job No.: 150002 Biosolids Management	In Progress \$ 11,816,690
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Borough: Essex County WWTP

Owner: Joint Meeting of Essex and Union County

Contact Francis Bonaccorso 908 353 1313

TEI PM Matthew Ackerly

<u>Name of Company</u>	<u>Fed ID #</u>	<u>Name & Position Held</u>	<u>Voting Equity</u>	<u>Date Obtained</u>
127-20 34 th Avenue Corp. Real Estate Holding Company Maintains facility for heavy equipment and transportation vehicles	11-2460031	Wilcor Realty Co Inc. Peter Tully – President Thomas E. Tully Vice President Kenneth W. Tully James M. Tully	100%	7/11
Tully Construction Co., Inc. General Contracting & Solid Waste	11-2493726	Peter Tully – President Thomas Tully – Vice Pres. Kenneth W. Tully – Sect. James Tully – Treasurer	25% 25% 25% 25%	7/02 7/02 7/02 7/02
Vanderbilt Holding Corp. 7 Hilldale Lane	11-2896181 45-556-5052	Peter Tully – President Thomas Tully – Vice Pres. Kenneth W. Tully – Sect. James Tully – Treasurer	25% 25% 25% 25%	3/88 3/88 3/88 3/88
Tully Environmental, Inc. Evergreen Recycling of Corona (dba) Natural Soil Products (dba) ClearBrook (dba) ANS Environmental (dba)	11-3114572	Peter Tully – President Thomas Tully – VP Kenneth W. Tully – Sect. James Tully – Treasurer	25% 25% 25% 25%	5/92 5/92 5/92 5/92
Tully Industries, Inc Thalle Construction Co. Inc. (QSS) Thalle Midlothian	11-3114575	Peter Tully – President Thomas Tully – Vice Pres. James Tully – Treasurer Kenneth W. Tully – Sect.	25% 25% 25% 25%	5/92 5/92 5/92 5/92
Falco Supply & Equipment Corp. Falco Construction Corp.		Peter Tully – President Thomas Tully – Vice Pres. Kenneth W. Tully – Sect. James Tully – Treasurer	25% 25% 25% 25%	6/99 6/99 6/99 6/99
Evergreen Recycling Products Inc. Performing transport and recycling services for NY Racing Association and other misc. race tracks	11-3162530	Peter Tully –Owner/President Kenneth W. Tully – Owner/Sect. Thomas Tully - Owner James Tully - Owner	25% 25% 25% 25%	6/93 6/93 6/93 6/93
Wilcor Realty Co., Inc. Real Estate Holding Co.	11-2524850	Peter Tully – President Thomas Tully – Vice Pres. Kenneth W. Tully – Sect. James Tully – Treasurer	25% 25% 25% 25%	6/99 6/99 6/99 6/99
AJ Pegno Construction Corp.	11-2128789	Peter Tully – President Thomas Tully – Vice Pres.	25% 25%	06/06 06/06

		Kenneth W. Tully – Sect.	25%	06/06
		James Tully – Treasurer	25%	06/06
Pere Associates Inc.	11-3095697	Peter Tully – President	25%	06/06
		Thomas Tully – Vice Pres.	25%	06/06
		Kenneth W. Tully – Sect.	25%	06/06
		James Tully – Treasurer	25%	06/06
Willets Point Asphalt Corp.	11-2838940	Peter Tully – President	25%	10/02
Asphalt Manufacturing		Thomas Tully – Vice Pres.	25%	10/02
Galasso Materials LLC		Kenneth W. Tully – Sect.	25%	10/02
		James Tully – Treasurer	25%	10/02
Compost Partners of New Jersey	11-3203987	Tully Construction Co., Inc.	50%	1/93
Yard waste Composting		Juno Technologies	50%	1/93
Harmony Compost, Inc.	22-3236105	Angelo Rotondi	50%	6/93
Yard waste Composting		Compost Partners of NJ	50%	6/93
Tully Willets Realty Co, LLC	11-3479255	Peter Tully – Member	25%	
		Thomas Tully – Member	25%	
		Kenneth W. Tully – Member.	25%	
		James Tully – Member	25%	
Willets Point Holdings LLC	56-2459115	Peter Tully – President	25%	
Galasso Holdings LLC		Thomas Tully – Vice Pres.	25%	
		Kenneth W. Tully – Sect.	25%	
		James Tully – Treasurer	25%	
NSP Holding LLC	20-0292173			
Willets Point Realty Corp.	11-2068264	Owned by Tully Willet Realty Co.		
Tully/Cruz JV LLC	20-8971105		50%	
Tully/Posillico JV	80-0384326		65%	
Posillico/Tully JV	27-4462074		50%	
Cruz/Tully JV	20-8783394		50%	
Tully/Cruz	20-8471105			
Lancaster/Tully JV	45-3155046		35%	
Skanska/Tully	20-8824245		20%	
Kiewit/Tully JV	20-0616621		40%	
Tully/Pegno	30-0042373			
Pegno/Tully	11-3540633			
Tully/Testa	46-4217947			
Tully/Richards	47-5533573			
Tully/OHL	27-2219963			
Tully/Infinity	47-5575319			
Tully/Nab	20-1305132			
Tully/Grace	75-3043931			

All of these companies have their primary offices located at 127-50 Northern Blvd. Flushing, NY 11368 and are all For-Profit organizations. Phone # (718) 446-7000.

Peter K. Tully	25% President, Member, Shareholder 37A Frost Creek Drive, Lattingtown, NY 11560 1/26/60
Kenneth W. Tully	25% Secretary, Member, Shareholder 75-36 West Shore Road, Port Washington, NY 11050 7/29/62
James M. Tully	25% Treasurer, Member, Shareholder 28 Shady Lane, Laurel Hollow NY 11791 7/31/58
Thomas E. Tully	25% Vice President, Member, Shareholder 75-36 West Shore Road, Port Washington, NY 11050 2/3/56

Peter K. Tully **President 25% /Board of Directors/Member**
37A Frost Creek Drive, Lattingtown, New York 11560
(718) 446-7000
086-40-7382

Thomas E. Tully **Executive Vice President 25% /Board of Directors/Member**
75-36 West Shore Road, Port Washington, New York 11050
(718) 446-7000
086-40-7371

Kenneth W. Tully **Corporate Secretary 25% /Board of Directors/Member**
75-36 West Shore Road, Port Washington, New York 11050
(718) 446-7000
086-40-7319

James M. Tully **Treasurer 25% /Board of Directors/Member**
28 Shady Lane, Laurel Hollow, New York 11791
(718) 446-7000
086-40-7332

Daniel T. Scully **Vice President**
18 Thea Lane, Huntington, New York 11743
(718) 446-7000
050-54-1654

Richard H. Wynn **General Counsel**
10 Golf Club Road, Greenwich, Connecticut, 06830
718-446-7000

Tully Environmental, Inc.
Corporate: 127-50 Northern Blvd, Flushing, NY 11368
718 446-7000 Phone - 718 458-5199 Fax

Bank References:

Citibank, N.A

One RXR Plaza
Uniondale, NY 11556
Telephone: 516 486-0496
Fax: 631 265-4888
Matthew L. Bielo-Vice President
Acct# 4983511685

Morgan Stanley Smith Barney

855 Franklin Avenue
Garden City, NY 11530
Telephone: 516 227-2929
Fax: 516 908-4218
Philip Ressa - Vice President
Account# 232-080630

Trade References:

Keystone Sanitary Landfill

Dunham Drive
Dunmore, PA 18512
Telephone (570) 343-5782
Fax (570) 348-3135

Bonding Agency:

American Global
89 Headquarters Plaza – North Tower 3rd Fl.
Morristown NJ 07960
Michael Marino
(P) 862-777-8193

H.O. Penn

122 Noxon Road
Poughkeepsie, NY 12602
Telephone (845) 452-1200
Fax (845) 452-3698

Insurance

Construction Risk Partners
Suite 200E
250 West 37th Street
New York, New York 10018
Robert Watson
(P) 646-625-7096 (F) 646-625-7099

Edward Ehrbar, Inc.

Po Box 396
100 Secor Lane
Pelham Manor, NY 10803
Telephone (718) 626-3331
Fax (914) 738-6847

Billing Address: 127-50 Northern Blvd
Flushing, NY 11368

Duns# 040814423

Tax ID #11-3114572

Established: May, 1992

Officers Names:

Peter Tully – President
Tom Tully – Executive Vice President
Daniel Scully – Vice President
Kenneth Tully – Secretary
James Tully - Treasurer



City of Long Beach

NEW YORK 11561

CONDITIONS OF CONTRACT

1. Contract Documents and Definitions

The Notice to Bidders, Information for Bidders, Proposal, Form of Contract, Conditions of Contract, Contract Specifications and Contract Drawings, together with any Addenda, shall form part of this contract, the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Contract Drawings, Specifications, any Addenda, the Notice To Bidders, Information For Bidders, Proposal and Conditions of Contract. In case of any conflict or inconsistency between the provisions of the Contract and those of the contract specifications, the provisions of this Contract shall govern.

2. Definitions

The following terms as used in these Contract Documents are respectively defined as follows:

- a. Owner or City - The term "Owner" or "City" shall mean the City of Long Beach and/or its authorized representatives.
- b. Engineer - The term "Engineer" shall mean the Commissioner of Public Works or his authorized representatives assigned to inspection of work materials.
- c. Contractor - A person, firm or corporation with whom this Contract is made by the City.
- d. Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at site of the project for, and under separate contract or agreement with, the Contractor.
- e. Apprentice - (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship



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CONDITIONS OF CONTRACT (Cont.)

program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprenticeship.

- f. Trainee - A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U. S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, which is reviewed from time to time by Manpower Administration to insure that the training meets adequate standards.
- g. Work - The term "work" as used herein refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the completed project and include all plant, labor, materials supplies, equipment and other facilities and acts necessary or proper for/or incidental to the carrying out and completion of the terms of this Contract. The term "work performed" shall be construed to include material delivered to and suitably stored at the site of the project.
- h. Extra Work - The term "extra work" as used herein refers to and includes all work required by the "City" which, in the judgment of the "Engineer", involves changes in or additions to work required by the Contract Plans, Contract Specifications and any Addenda in their present form.
- i. Notice - The term "notice", as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address, of the person, firm or corporation for whom intended or to his, their, or its duly authorized agents, representatives, or officer, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mail box.
- j. Directed, Required Approved, Acceptable - Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved, or acceptable to or satisfactory to, in the judgment of the Engineer.



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- j. Addendum or Addenda – The term “Addendum” or “Addenda” shall mean the additional Contract provisions issues in writing by the Commissioner prior to receipt of bids

3. Scope of the Work

The Contractor will furnish all plant, labor material, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this contract as required by and in strict accordance with the applicable Contract Plans, Contract Specifications and Addenda prepared by the Engineer and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract by the Engineer, and will perform all other obligations imposed on him by this Contract.

4. Contractor's Title to Material

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

5. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Engineer. However, the Contractor will pay for all laboratory inspection service direct, as a part of the contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitable for users intended.

6. “Or Equal” Clause

Whenever a material, article or piece of equipment is identified on the proposed Contract document drawings or Specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended to establish a standard. Any material, article, or equipment of other manufactures and vendors which will precisely perform the duties imposed by the general design will be considered equally acceptable provided, the material, article, or equipment so proposed is in the opinion and discretion of the City’s project engineer, of equal substance and function.



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Should a bidding contractor intend to substantially deviate or substitute established standards, a request for substitution must be submitted in writing to the City's project engineer with the contractor's bid package. All such requests for substitution must be accompanied by a complete set of descriptive technical data on the items proposed for substitution. The City, in its discretion, may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the material or equipment specified. Such certification must be signed by a New York State licensed, professional engineer.

No substitutes of material article or equipment shall be made, purchased or installed by the contractor without the City project engineer's prior written approval.

7. Patents

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufacture or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process which is authorized by the Engineer of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by and through the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the City and its employees on the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.



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8. Surveys, Permits and Regulations

Unless otherwise expressly provided for in this Contract, the City will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fence or other protective facilities.

9. Contractor's Obligations

The Contractor shall and will, in a good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract and said Contract Specifications and in accordance with the Contract Drawings covered by this Contract and any and all supplement plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Engineer.

10. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. Protection of Work and Property

During performance and up to the date of final acceptance the Contractors for the separate Contracts herein-before listed in the Notice to Bidders shall each be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury; and in the event of such damage, loss or injury, each shall promptly replace or repair such work, whichever the Engineer shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract, prior to final acceptance, shall be absolute and shall not be affected by the Engineer's approval of or failure to prohibit means and methods of construction used by the Contractor.



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During performance and up to the date of final acceptance each prime contractor must take all reasonable precautions to protect the persons and property of the City, the project under construction, and the property of others on or adjacent to the site from damage, loss or injury resulting from his subcontractor's operations under this contract. The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The General Construction Contractor shall provide sufficient guards to adequately protect the construction site. The Contractor shall abide by the decision of the Commissioner of Public Works as to the adequacy and extent of protection necessary. Within three days after notice to him of the happening of such loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report thereof in writing to the Engineer. The provisions of this Condition shall not be deemed to create any new right of action in favor of third parties against the Contractor of the City.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter.

Where the Contractor has not taken action but notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by Engineer.

12. Inspection

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records.

13. Reports, Records and Data

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the City may request concerning work performed under this contract.

14. Superintendence By Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.



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15. Changes in Work

No changes in the work covered by the approved contract document shall be made without having prior written approval of the City. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. An agreed lump sum.
- c. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual cost of labor and materials plus overhead and profit, cost to be determined as the Work progresses in the manner specified hereinafter:

The following subparagraphs (i) through (v) are applicable for calculating the fair value of the extra work performed as defined in the above paragraphs 15.b and 15.c.

- i. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by Paragraph (ii). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in Paragraph (ii), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.
- ii. Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

Item 1 - Cost of materials delivered to the job Site for incorporation into the Contract Work.

Item 2 - Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

Item 3 - Premiums or taxes paid by the Contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 - Sales taxes paid as required by law.

Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be Associated Equipment

Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate.



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Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days.

In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

Item 6 - When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit should be given to the City.

- iii. Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.
- d. The amount of compensation for Extra Work determined as described in Paragraph B, shall be construed to include the total cost for Extra Work, both direct and indirect.

16. Overhead and Profit

To the cost under 15c, there shall be added a fixed fee to be agreed upon. The fee shall in no case exceed twenty (20) percent of the items listed in 15c, and this compensation shall represent cost of supervision, overhead, bonds, insurance, profit and all other general expenses. Profit and overhead shall not be paid on the premium portion of overtime or on payroll taxes.

In the event that the additional work is performed by an approved sub-contractor, the sub-contractor can claim a maximum of twenty (20) percent profit and overhead. The Contractor, however, will only be entitled to a maximum of five (5) percent combined overhead and profit on the agreed upon sub-contractor amount.

17. Extra Work

The City may, at any time, and without notice to the sureties, require extra work. The Contractor shall perform such extra work and furnish such additional materials which, in



City of Long Beach

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the opinion of the Engineer, are necessary or advisable for the proper completion of the work. All extra work and materials shall be ordered in writing by the Engineer, and in no event shall any such work or materials be paid for unless so ordered. In the absence of such prior approval, all claims for such work or materials shall be absolutely waived by the Contractor and the City shall not be required to allow payment for the same or for any part thereof.

The Contractor further agrees that he will perform such extra work with all reasonable diligence and will employ thereon competent men at least equal to the average of the class of men employed under this Contract upon work of similar character. The Contractor agrees to give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by the Contract price, and he agrees that he shall have no claim for compensation for such work, unless a statement in writing of the actual cost of the same fully itemized as to labor and materials, is presented to the Engineer before the fifteenth (15th) day of the month following that during which such specific order was complied with by him.

18. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and City, that the date of beginning and the time for completion as specified in the Contract are essential conditions of the Contract and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the City the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.



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CONDITIONS OF CONTRACT (Cont.)

The Contractor agrees that he shall order all materials and commence work within ten (10) consecutive calendar days after date specified in Notice to Proceed.

The rate of progress of the work shall be such that the whole work shall be performed in accordance with the Contract Documents and in no event later than the time specified therein, unless an extension of this time shall have been made in the manner herein provided.

The time of completion of this Contract shall be as indicated on the Proposal Sheets and the date of such completion shall be the date of the certificate of completion hereinafter specified.

The City reserves the right to order the Contractor to suspend operations when, in the opinion of the Engineer, improper weather conditions make such advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not charged against the specified completion time.

19. Progress Schedule

To enable the work to be laid out and prosecuted in any orderly and expeditious manner, the Contractor, within 15 days after the execution of this Contract, unless otherwise directed by the Architects, shall submit to him a proposed progress schedule, showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Engineer, until finally approved by them and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.

Within ten days after receiving notice of any change in the Contract or any extra work to be performed or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor shall notify the Engineer in writing of the effect, if any, of such change or extra work or suspension or other conditions upon the previously approved progress schedule and shall state in what respects, if any, the schedule should be revised with the reasons therefore. These proposed changes in the progress schedule shall be revised by the Contractor as directed



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by the Engineer, until approved by them and as so approved the revised schedule must be strictly adhered to by the Contractor. If the Contractor shall fail to adhere to the approved progress schedule or to the schedules as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the work in accordance with such schedule.

20. Extensions of Time

1. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Commissioner of Public Works. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Commissioner within ten (10) days after the start of the alleged delay. If the Commissioner should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however the Commissioner should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his sub-contractors or suppliers, the Commissioner may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

2. If the Commissioner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the City fiscal officers may be permitted to make payment to the Contractor for work performed beyond the completion date, the Commissioner will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the monies which may become due hereunder.

3. In the event of delay for any cause, the Contractor's sole remedy shall only be the extension of time granted as herein above provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

4. Time necessary for review by the City of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.



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21. Liquidated Damages for Delay

The time limit being essential to and of the essence of this contract, the Contractor hereby agrees that the City shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this Agreement, the sum of One Thousand (1,000) Dollars per calendar day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages and interest on the money invested that the City will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion provided, however, that the City shall have the right to extend the time for the completion of said work.

22. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case maybe, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

23. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is done under the terms of paragraph 15(c) of the Conditions of Contract, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Engineer give the Engineer access to accounts relating thereto.



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24. Right of the Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction is made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by Contract or by force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned by the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site and necessary therefore.

25. Estimates and Payments

- a. Monthly: At the end of each calendar month during the progress of the work, the Contractor shall make up an approximate estimate of the work done and the materials furnished, based upon the prices set forth in the Proposal. Duly certified copies of such certificates of payment shall be submitted to the Engineer for approval. In consideration of the work done and the materials furnished, the City will pay or cause to be paid to the Contractor the amount approved as due him, less five percent (5%) of each progress payment less an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged, all in accordance with Section 106-b of the N.Y.S. General Municipal law latest revision. The making and approval of any such estimates or payments made thereon shall not be taken or construed as an acceptance by the Engineer, or the City of any work so estimated and paid for. The monthly estimate remaining unpaid will be retained by the City as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages caused the City by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in any subsequent payment.



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All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require fulfillment of all of the terms of the Contract.

- b. Final Certificate: One month after the time of completion and acceptance of the work as specified and contracted for, the Contractor will make a final certificate of all work done. Upon approval of such final certificate by the Engineer, the City will pay the full amount less the five percent retained percentage, for one year, less any prior payments, less any money paid by the City by reason of said Contractor having failed to carry out faithfully and completely all the obligations and the requirements contained herein.
- c. Maintenance Bond: If a Maintenance Bond is deemed acceptable and a condition of the Contract Forms, the City will pay the Contractor the full amount of the Contract as previously described upon receipt of a Maintenance Bond in a form acceptable to the City. If a Maintenance Bond is not specified then the City in order to secure the performance of the covenant of the Contractor, the City shall retain during the period of one year from the date of the said final certificate, an amount equal to five percent (5%) of the said final certificate. If, at the end of the said period of one year, the Contractor shall have fulfilled said covenant to the satisfaction of the Engineer, the said percentage shall then be paid to the Contractor. No interest shall be allowed the Contractor on retained percentages.

Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made will the Contractor be relieved from the obligations assumed in the contract.

The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature herein above designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory



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evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his surety.

In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any such payment made in good faith. The Maintenance Bond shall be for the final contract value.

- d. Measurement for Payment: The Engineer or his representative shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under and by virtue of this agreement and shall be taken as full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure and re-estimate any portion of the work, but the expense of such re-measurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or performance bond.

27. Final Certification by Contractor

The contractor will be required to certify upon completion of all work and/or services that all outstanding claims for labor, services, materials and equipment incurred during the course of the work have been satisfied. The contractor will, further, release the City of Long Beach from any liability regarding any claims that may arise subsequent to this certification.

The contractor's certification shall be submitted with the final payment voucher and shall be submitted in a form consistent with the attached prototype. This document must be prepared on the Contractor's letterhead and must be properly notarized.



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CONDITIONS OF CONTRACT (Cont.)

Your Letterhead

Date

Department of Public Works
City of Long Beach
City Hall
One West Chester Street
Long Beach, N.Y. 11561

Re:

Gentlemen:

We certify that all work has been performed and material supplied in full accordance with the terms and conditions of the contract documents between the City of Long Beach and

We further certify that all outstanding claims for labor, services, materials and expended equipment employed in the performance of said contract have been paid in full, in accordance with the requirements of said contract.

The acceptance of final payment by your firm name shall be and shall operate as a release to the City of Long Beach of all claims and all liability to the City for all things done or furnished in connection with this work and for every act and neglect of the City of Long Beach and other relating to or arising out of this work.

Very Truly Yours

Notarized



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CONDITIONS OF CONTRACT (Cont.)

28. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of 95% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractors interest therein.

29. The City's Right to Withhold Payments

The City may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the City, be necessary:

- a. to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- b. to protect the City from loss due to defective work not remedied, or
- c. to protect the City from loss to injury to persons or damage to the work or property of other Contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The City shall have the right as agent for the contract to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the account of the Contractor.

30. Contractor's Insurance

Required Coverage - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance. **In all cases, the insurance provider must be a licensed carrier in New York State.** The required insurance coverage is as follows:



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- a. Workmen's Compensation Insurance - in accordance with the law of the State of New York.
- b. Comprehensive General Liability Insurance - to protect the Contractor and any subcontractor performing work in connection with this contract from any claims for damages for bodily injury (personal injury, sickness or disease, including death resulting there from, as well as injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or wrongful entry), as well as from claims for property damage which may arise from operations connected with this contract, by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
 - i) \$1,000,000 each person.
 - ii) \$1,000,000 each occurrence.
 - iii) Excess Liability: Minimum \$3,000,000
- c. Owner's Protective Liability Insurance - minimum \$1,000,000 to protect the Owner from claims arising from the operations of the Contractor and its subcontractors for damages for personal injury and property damage as defined above and for amounts specified above. In addition, the policy shall contain the following provisions:
 - i) The presence of the Owner's Engineer or representative on the site of the work shall not invalidate the policy of insurance.
 - ii) The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued to the Contractor.
- d. Special Hazards Insurance: Public Liability Insurance for automobiles and trucks covering claims arising from bodily injury and property damage in amounts specified above.
- e. Contractual Liability Insurance: covering the liability assumed by the Contractor under this Contract requiring him to indemnify and save harmless the City and Engineer from claims due to accidents causing injury to destruction of property, including the loss of the use thereof, in amounts specified above for Comprehensive General Liability Insurance.



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- f. Explosion, Collapse and Underground Damage (XCU) Insurance: In addition to the Comprehensive General Liability Insurance and the owner's protective Liability Insurance required in sub-paragraph (b) and (c) above, the Contractor shall expand his coverage to include Explosion, Collapse and Underground damage Insurance to protect the Contractor, the City and the Engineer from claims for damages for personal injury and property damage resulting from excavation, pile and sheeting installation, pumping and related operations. Coverage under this XCU policy shall be for the amounts specified in sub-paragraph 28b. above under Comprehensive General Liability Insurance.
- g. Personal Injury Liability Insurance - to protect the City and Engineer from claims arising from the employees of the Contractor and his sub-contractors for damages of personal injury being described as willful torts, to wit: false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry; for the amounts specified under the Comprehensive General Liability Insurance.
- h. "Hold Harmless" and Indemnity: The parties to this agreement specifically and without ambiguity agree that they shall hold the City harmless and provide complete indemnity to the City for any and all claims and suits for personal injury, property damage, including Contractor's property, contamination of or adverse effects on the environment, and injuries to or death of persons including the City's or Contractors's employees, other tort or Contract, which may be brought against the City of Long Beach (including wrongful death or any other claim).
- In addition, the Contractor shall indemnify the City for any actual, alleged or threatened environmental condition, damage, liability, or legal or permit violation associated with any City of Long Beach municipal waste, to the extent that actual, alleged or threatened environmental condition, damage, injury or legal or permit violation occurs after title to such waste passes to the Contractor.
- This complete and absolute duty to indemnify the City shall apply in any instance in which any person shall allege that the other parties to the Contract were involved or connected in any manner with the damages alleged by the claimant, regardless of whether the claimant's claims, or alleged manner of involvement of the parties with the claims, shall have any merit.



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To avoid any problem of interpretation, parties agree that the mere allegation on the part of a claimant that the City was connected in any manner with the claim shall trigger the other parties duty to provide legal defense and indemnity to the City.

This duty to indemnify the City shall apply even if it should be proven or adjudicated that the City's negligence was the sole proximate cause of the claimant's loss.

In order to protect the general public and claimants in general, the other parties to this agreement shall purchase a contract of general liability insurance (amounts of coverage specified elsewhere in this agreement naming the City of Long Beach as an additional insured). The General Liability policy shall include Contractual Liability and the certificate of insurance shall reflect the same.

In the event that a claim arises against the City which is connected in any way with the other parties to this agreement, then the other parties agree to be liable to the City for the full indemnity for any judgment rendered against the City, including the costs of defense of this claim.

For the purpose of determining which claims against the City shall be indemnified by the other parties, the following shall apply:

Claims arising out of:

1. any performance directly called for by this agreement
2. any performance by a party which is necessarily related to performance under this agreement.
3. any act of any employee of a party in the scope of his employment
4. any claim arising out of the physical condition of the premises, its fixture and appurtenances
5. any condition of any item or object on the premises
6. the actual, intended or permitted use of the premises



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7. the condition of any sidewalk or walkway, curb or gutter or physical walking surface of any kind located within twenty feet of the vertical surface of any kind located within 20 feet of the vertical surface of any structure used by the other parties
8. the condition of any street or sidewalk or other walking surface within the area in which the parties perform work under this agreement shall be subject indemnification by the other parties.

The intention of the parties, for purposes of further clarification, is that because the parties are providing for insurance coverage for the benefit of all parties, all the other parties to this agreement waive any claim for contribution or indemnity against the City in any claim for damages brought by a claimant.

In the event of any ambiguity as to whether a particular claim requires the other parties to this agreement to indemnify the City, the parties agree that all ambiguities shall be resolved in favor of indemnification to the City.

In the event of any conflict between this indemnification clause and any other portion of this agreement, this indemnification clause shall supersede the conflicting provisions.

- i. Limitation of Liability - The Contractor and all sub-contractors agree to limit the liability of the CITY and ENGINEER, due to the Engineer's professional negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000), or 5% of the contract award amount, whichever is greater.
- j. Cost and Proof of Carriage of Insurance - The Contractor shall furnish the City with copies of all insurance policies, each of which shall contain the following provisions:

"Such insurance shall not be canceled, terminated, modified or changed by either Contractor or Insurance Company, except on thirty (30) days prior written notice sent by the Insurance Company via certified mail to the City of Long Beach, Department of Public Works."

**NOTE : POLICIES SHALL DELINEATE "THE CITY OF LONG BEACH"
UNDER THE NOTATION FOR ADDITIONAL INSURED.**



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CONDITIONS OF CONTRACT (Cont.)

31. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by the State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety company shall be authorized to do business in the State of New York and approved by the City. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the City.

32. Additional or Substitute Bond

If at any time the City for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and /or Payment Bonds, the Contractor shall within five (5) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City.

33. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of the moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.



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34. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his sub-contractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

35. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractors without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Conditions of Contract and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.



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CONDITIONS OF CONTRACT (Cont.)

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

36. Authority of the Engineer

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Engineer, and shall perform all work to the satisfaction of the Engineer, at such time and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents or particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception all the work shall be governed and so performed.

37. Inspection and Tests

All material and workmanship shall be subject to inspection, examination and test by the Engineer and other representatives of the City at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable an examination of any part of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, whether or not the same shall be defective, the Contractor shall be liable for the expense for such examination and satisfactory reconstruction.



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CONDITIONS OF CONTRACT (Cont.)

If, however, such approval and consent shall have been given and such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished the Engineer prior to the incorporation of material in the work. Results of all tests shall be sent directly to the Engineer by the testing laboratories and/or agencies.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

38. National Historic Preservation Act of 1966

The Contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural, or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971].

39. Waiver of Immunity -

The Contractor states that he is familiar with the provisions of Article 5-A, Chapter 94, of the General Municipal law of the State of New York, as amended by Chapter 751, Section 1, of the Laws of 1965, and particularly with Sections 103-A and 103-B thereof.

The Contractor states that he is aware that under the provisions of said sections his refusal when called before a Grand Jury to testify concerning this transaction or other transactions had with the City or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts shall thereafter disqualify the Contractor from receiving awards or entering into any contracts with any municipal corporation, fire district, public department, agency or offices thereof for goods, work or services for a period of five (5) years after such refusal.



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CONDITIONS OF CONTRACT (Cont.)

Failure of the Contractor to waive immunity gives the City the right to cancel or terminate this Contract without the City incurring any penalty or damages on account of such cancellation or termination.

40. Suits at Law

The Contractor shall indemnify and save harmless the City from and against all suits, claims, demands, or actions for any injury sustained by any party or parties in connection with the construction of the work or any part thereof or any commission or omission of the Contractor, his employees or agents or any subcontractor and in case of any such action shall be brought against the City, the Contractor shall immediately take charge of and defend the same at his own cost and expense.

41. Provisions Deemed by Law

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted then, upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

42. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- a. To take every precaution against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- c. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance;



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- e. Before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of any nature resulting from his operations, and to put the site in a neat, orderly condition;
 - f. To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.
- 43. Land and Rights-of-Way**
Prior to the start of construction, the City shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this Contract.
- 44. General Guaranty -**
Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damages to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.
- 45. Conflicting Conditions**
Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these Conditions of Contract shall be void to the extent of such conflict or inconsistency.
- 46. Notice and Service Thereof**
Any notice to any Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.



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47. Safety and Health Regulations for Construction

In order to protect the health and lives of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

48. Character and Competency

The Contractor and Subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful and trustworthy employees. Should the Engineer at any time give notice in writing to the contractor or his representative on the Work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the Work, such employee shall immediately be dismissed and not again allowed upon the Work.

49. Superintendence

The Contractor shall give his personal supervision to the faithful prosecution of the Work. He shall provide full-time competent supervision through a superintendent, acceptable to the Commissioner, who shall follow without delay all instructions of the Engineer in the prosecution and completion of the Work. The superintendent shall have full authority to supply men, material and labor, immediately. He shall keep on hand at all times copies of the contract document.



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FORM OF CONTRACT

Agreement made this _____ day of _____, 20____, by and between the City of Long Beach, Nassau County, New York, (hereinafter called the "City"), party of the first part, and _____

with legal address at

County of _____, State of _____, (Hereinafter called the "Contractor"), party of the second part.

as shown on the contract plans or specified in the contract specifications made

by : DEPARTMENT OF PUBLIC WORKS

dated April 2017 and entitled-SLUDGE MANAGEMENT SERVICES
and in accordance with the plans and specifications prepared by DEPARTMENT OF PUBLIC WORKS



City of Long Beach

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FORM OF CONTRACT (Cont.)

- b. The Contractor agrees to complete and perform all work in the most thorough workmanlike and substantial manner in every respect to the satisfaction and approval of the City's Engineer, or Engineers, (hereinafter referred to as the "Engineer") in the manner and within the time hereinafter limited, and in strict accordance with the contract, and with the Information for Bidders, Proposal, and Contract.

Specifications and the General Conditions hereto attached, and the plans therein referred to, and under the penalty expressed in the Bond referred to herein, which said information, Proposal, Specifications, Clauses, Plans, and Bond are hereby made part of this Contract as if the same were repeated at length herein.

- c. The Contractor agrees that the City shall be authorized to retain out of monies payable to said Contractor a sum equal to five percent (5%) of the final certificate for payment under this Contract for the guarantee of the making of any necessary repairs to the work for a period of one (1) year after the date of the final certificate for payment. At the end of that time, payment will be made to the Contractor. The City may accept a One (1) Year Maintenance Bond in lieu of the 5% retainage, at the discretion of the Engineer.
- d. The Contractor shall protect and save the City of Long Beach harmless against any liability arising from personal injuries or property damage which may result from the performance from this contract and policies of insurance against such liability in form satisfactory to the City, whereby the City appears as named insured, shall be provided to the City prior to the commencement of work in the amounts as stated in the Conditions of Contract.
- e. The Contractor shall maintain Workmen's Compensation Insurance for all employees and subcontractors and certificates of such insurance shall be provided to the City, which certificates shall set forth the fact notices shall be given to the City in case of cancellation



City of Long Beach

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FORM OF CONTRACT (Cont.)

- f. This Contract is hereby awarded to the Contractor for the work and materials called for under his bid in the proposal section of these Contract documents as shown on the Contract plans prepared by **Department of Public Works**

Res. No 46/17 OF JUNE 6, 2017

TOTAL BID AMOUNT: \$ 694,800.00



City of Long Beach

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FORM OF CONTRACT (Cont.)

IN WITNESS WHEREOF, the City of Long Beach, as represented by the City Council, has caused this agreement to be signed by the City Manager, pursuant to a resolution of authorization by the City Council, bearing date of 6 day of JUNE, 20 17 and the Contractor has hereunto set his hand seal, the day and year first above written, bearing Resolution No. 46/17.

CITY OF LONG BEACH
NASSAU COUNTY, NEWYORK

BY: _____

CITY MANAGER

CITY OF LONG BEACH, NASSAU COUNTY, N. Y.

CITY CLERK

TULLY ENVIRONMENTAL INC.
CONTRACTOR

SIGNED BY: _____

TITLE: _____

VICE PRESIDENT

WITNESS: _____

WITNESS: _____



City of Long Beach

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FORM OF CONTRACT (Cont.)

(ACKNOWLEDGEMENT OF OFFICER OF THE CITY EXECUTIVE CONTRACT)

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On this 14th day of July, 2017, before me personally came and appeared JACK SCHWIMMER, to me known, who being by me duly

sworn, did depose and say that he is the CITY MANAGER of the CITY OF LONG BEACH, described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law, he subscribed his name to the foregoing instrument and that he executed the same for the purposes therein mentioned.

(SEAL)

Erasmia Amorosa
Notary Public, State of New York
No. 0TAM6070030
Qualified in Nassau County
Commission Expires Feb. 19, 2018

(ACKNOWLEDGEMENT OF OFFICER OF THE CITY ATTESTING CONTRACT)

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On this 6 day of July, 2017, before me personally

came and appeared DAVID FRASER to me known, who being by me duly sworn, did depose and say that he/she is the CITY CLERK of the CITY OF LONG BEACH described in and which executed the foregoing instrument; that he/she knows the seal of the City of Long Beach; that he/she is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he/she affixed it thereto and attested the same over his/her signature by virtue of the authority in him/her vested.

(SEAL)

Francis Guma
Notary Public
Notary Public, State of New York
No. 01CU4650362
Qualified in Nassau County
Commission Expires January 31, 2018



City of Long Beach

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FORM OF CONTRACT (Cont.)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On this 22 day of JUNE, 2017, before me personally came

and appeared DANIEL E. SCHUCH, to me known,

who being by me duly sworn, did depose and say that he/she resides at

18 THE LAKE HUNTINGTON NY 11743 that he/she

is the VICE PRESIDENT of the corporation described in and

which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Directors of said corporation, and that he/she signed his/her name by like order.

(SEAL)

NOTARY PUBLIC

ANGELA ACKERLY
Notary Public, State of New York
No. 01AC6338437
Qualified in Suffolk County
Commission Expires March 28, 2020

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came and

appeared _____, to me known and

known to me to be one of the members of the

firm _____

described in and who executed the foregoing instrument, and he duly acknowledged to me that he/she executed the same as and for the act and deed of said firm.

(SEAL)

NOTARY PUBLIC



City of Long Beach

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FORM OF CONTRACT (Cont.)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

(SEAL)

NOTARY PUBLIC



City of Long Beach

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FORM OF CONTRACT (Cont.)

AFFIDAVIT

WORKMAN'S COMPENSATION POLICY

STATE OF NEW YORK)

) SS:

COUNTY OF)

_____ of _____,

being duly sworn, deposes and says that he/she has applied for a Workman's Compensation Policy to cover the operations as set forth in the preceding contract, and to comply with the provisions thereof.

CONTRACTOR

SUSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____, 20__

NOTARY PUBLIC

AFFIDAVIT

PROPERTY DAMAGE AND PUBLIC LIABILITY

STATE OF NEW YORK)

) SS:

COUNTY OF)

_____ of _____,

being duly sworn, deposes and says that he/she has applied for all policies of Public Liability and Property Damage Insurance required by SECTION 11 of the Conditions of Contract.

CONTRACTOR

SUSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____, 20__

NOTARY PUBLIC



City of Long Beach

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FORM OF CONTRACT (Cont.)

PERFORMANCE BOND (With Labor and Materialmen Clauses)

KNOW ALL MEN BY THESE PRESENT, that we _____
_____, of _____
_____(hereinafter called the "Principal") and the _____
_____, a corporation created and existing under the
laws of the State of _____, and having its principal
office in the City of _____, (hereinafter called the
"Surety"), are held and firmly bound unto _____
_____(hereinafter called the "Obligee"), in the penal sum of
_____ Dollars (\$ _____), lawful money of the United
States of America, for payment of which, well and truly to be made, the said principal bind(s)
themselves (himself, itself) and their (his, its) heirs, executors and administrators, successors and
assignees, all jointly and severally, firmly by these present.

Signed, sealed and dated this _____ day of _____, 20____.

WHEREAS, said Principal has entered into certain written contract with said Obligee, dated as
of the _____ day of _____, 20____, (hereinafter called the "Contract") for
_____, a copy of which contract is hereto annexed and hereby made
part of this bond as if herein set forth in full.



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FORM OF CONTRACT (Cont.)

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, their (his, its) heirs, executors and administrators, successors or assignees or any or either of them shall,

1. Well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed said contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned; and in each and every respect comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the said Obligee from all costs and damages which it may suffer by reason of failure to do so and fully reimburse and repay the said Obligee all outlay and expense which it may incur in making good any such default, and
2. Also pay or cause to be paid the wages and compensation for labor performed, and services rendered to all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the said Principal, their (his, its) heirs, executors and administrators, successors or assignees, or by any subcontractor or of any assignee thereof, including all persons so engaged who perform work of laborers or of mechanics regardless of any contractual relationship between the said Principal, their (his, its) heirs, executors and administrators, successors or assignees, or by any subcontractor or of any assignee thereof, and such laborers or mechanics but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid, all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void; otherwise they shall remain in full force and effect.



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FORM OF CONTRACT (Cont.)

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

All persons who have performed labor or rendered services as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and materials under or in connection with said contract, or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee) under any claim against the surety and its successors and assignees on this bond which right of actions shall be asserted in proceedings instituted in the State in which work, labor, services, supplies or material were performed, rendered or furnished, or where work, labor, services, supplies are in more than one State than in any other State.

Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of the said Obligee to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, and corporations having a claim hereunder, and any other persons, firms or corporations having claims hereunder shall have the right to be made a party to such proceedings, (but not later than six (6) months after the performance of said contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon prior to the institution of such a proceeding by a person, firm or corporation in the name of such a said Obligee, as aforesaid. Such person, firm or corporation shall furnish the said Obligee with a bond or indemnity for costs, which bond shall be in the amount satisfactory to the said Obligee.

The said Surety or its successors or assignees shall not be liable hereunder for any damages or compensation recoverable under any Workmen's Compensation or Employee's Liability Statute.

- (b) In no event shall the said Surety, or its successors, or assignees, be liable for a greater sum than the penalty of this bond, exclusive of the proper progress payments made pursuant to this contract as the work is progressed, or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than six (6) months after the complete performance of said contract and final settlement thereof.



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The said Principal, for themselves (himself, itself) and their (his, its) heirs, executors and administrators, successors and assignees, and the said surety, for itself and its successors and assignees do hereby expressly waive any objection that might be interposed as to the right of said Obligee to require a bond containing the foregoing provision, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought herein by any person, firm or corporation, including subcontractors, material, men and third persons, or work, labor, services, supplies, or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this bond.

And the said Surety, for value received, for itself and its successors and assignees hereby stipulates and agrees that the obligations of said Surety and of its successors and assignees and this bond, shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed there under or by any payment there under before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer of any monies due or to become due there under; and the said Surety, for itself and its successors and assignees, does hereby waive notice of any and all of such extensions, waivers, assignments, subcontractors, and transfers, and omitted to be done by and in relation to (executors, administrators) successors, assignees, subcontractors and other transferees shall have the same effect as to said Surety and its successors and assignees as though done or omitted to be done by and in relation to said Principal.



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FORM OF CONTRACT (Cont.)

WITNESS our hands and seals this _____ day of _____, 20____

_____(SEAL)

_____(SEAL)

_____(SEAL)

ATTEST: _____
COMPANY

_____	_____
TITLE	_____
BY	_____
ATTEST:	_____
SURETY	_____



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If the Contractor (Principal) is a partnership, the bond shall be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the bond shall be signed in its correct corporation name by a duly authorized officer, agent or attorney-in-fact.

There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counter parts of the contract.

Each executed bond should be accompanied by:

- (a) Appropriate acknowledgments of the respective parties.
- (b) Appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety.
- (c) A duly certified extract from By-Laws or Resolution of Surety under which Power of Attorney or other certificate of Authority of its agents, officers or representatives was issued, and
- (d) Duly certified copy of latest published financial statement of assets and liabilities of Surety.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK)

) SS:

COUNTY OF)

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by order of the Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

NOTARY PUBLIC



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS

1. GENERAL PROVISIONS

The following including the provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local Laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set fourth in Par 3 hereof shall be higher than the minimum rates of pay required by or set fourth in the Federal Labor-Standard Provisions for this Contract for corresponding classifications, the minimum rates of pay set fourth in Par 3 hereof shall be deemed, for the purposes of this Contract, to be applicable minimum rates of pay for such classifications. The limitations, if any, in these New York State Labor-Standard Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

2. COMPLIANCE WITH LABOR AND PENAL LAWS

The contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this contract. The Labor Law, as amended, provides that no laborer, workman or mechanic in the employ of the Contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight (8) hours in any day or more than five (5) days in any week, except in an emergency: that the wages to be paid for a legal days work as hereinafter defined to laborers, workmen or mechanics upon the work called for under this contract or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, workmen or mechanic employed by the Contractor, subcontractor or other person about upon the work shall be paid the wages herein provided; that employees engaged in the construction, maintenance and repair of highways and in water works construction outside the limits of the cities and villages are no longer exempt from the provisions of the Labor Law which require the payment of the prevailing rate of wages and the eight (8) hour day.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, provides that preference in employment shall be given to citizens of the State of New York who have been residents for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of their residence, in accordance with the rules adopted by the Industrial Commissioner. Persons other than citizens of the State of New York shall be employed only when such citizens are not available. Section 222 further provides that upon the demand of the State Industrial Commissioner, the Contractor shall furnish a list of names and addresses of all his subcontractors, and further provides that a violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) or by imprisonment for not less than thirty (30) nor more than ninety (90) days, or both fine and imprisonment.

Section 220-A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the comptroller or the financial officer of the Municipal Corporation to require the contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages. Section 220-C of Labor Law as so amended, provides the penalty for making of a false oath or verification



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Section 1918 of the Penal Law, as amended, provides that no person shall discharge explosives in the ground, nor shall any person other than a state or county employee regularly engaged in the maintenance and repair thereof excavate in any other existing street, highway or public place, unless notice thereof in writing shall have been given at least seventy-two hours in advance of the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice and further he shall ascertain whether there is within one hundred feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred feet of such discharge, any pipe of any person, corporation or municipality conveying combustible gas, or if there be any such pipe he shall also give such notice to any such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health or property it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner to avoid damage to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

Section 220-D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways, to which the State, County, Town, and/or City is a party shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract, less than such stipulated minimum hourly wage scale, shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.00) or by imprisonment for not more than thirty days (30) or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.00) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and No such person or corporation shall be entitled to receive any sum nor shall any officer, agent, or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done under any contract on which the Contractor has been convicted of second offense in violation of the provision of this section.



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Pursuant to Labor Law §220-h, for every contract for the construction, reconstruction, maintenance and/or repair of public work to which a "municipality" is a party, where the total cost of all work to be performed under the contract is at least \$250,000, all laborers, workers and mechanics employed in the performance of the contract on the public work site, either by the contractor, subcontractor or other person doing or contracting to do all or a part of the work contemplated by the contract, are required to be certified, prior to performing any work on the project, as having successfully completed a course in construction safety and health, approved by OSHA (the Occupational Safety and Health Administration of the U.S. Department of Labor). The course must be at least ten hours in duration. (L 2007, ch 282).



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MINIMUM HOURLY RATE OF WAGE

The minimum rate of wage which shall be paid for laborers, workingmen or mechanics employed in the performance of this Contract, as designated by the Industrial Commissioner of the State of New York are set forth as follows:

PREVAILING WAGE RATES TO BE GIVEN OUT AT CONTRACT SIGNING



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

**NEW YORK STATE DEPARTMENT OF LABOR WAGES RATES MUST BE
USED IN THIS CONTRACT**



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

4. Maximum Hours of Labor

No laborer, workman or mechanic, employed to do work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in case of extraordinary emergency caused by fire, flood, or danger to life or property.

5. Preference In Employment

The contractor agrees to give preference in employment to laborers, workmen, and mechanics to resident citizens in accordance with Section 220 & 222 of the New York State Labor Law, as amended, as applicable to this Contract. Other citizens may be employed as laborers, workmen and mechanics, when the contractor has established to the satisfaction of the City that said resident citizens are not available for employment. If Section 222 of New York State Labor Law, as amended, is not complied with, this Contract shall be void.

Effective August 9, 1975, preference in employment upon any public work project involving the expenditure of public funds shall be given to citizens who have been residents of New York State for TWELVE (not six) consecutive months, immediately prior to the commencement of their new employment.

Whenever the unemployment rate in a Standard Metropolitan Statistical Area (SMSA) in New York State is determined by the Federal Bureau of Labor Statistics to be six per cent or more for three consecutive months, preference in employment on public work projects in that SMSA shall be given to citizens of New York State who have been residents of that SMSA for twelve consecutive months prior to the commencement of their employment. This preference will continue until the unemployment rate for that SMSA is below six per cent for three consecutive months. The Bureau of Public Work will notify all departments of jurisdiction to whom this preference applies. The departments of jurisdiction must in turn inform all their Contractors and sub-contractors that this condition must be complied with as part of the Contract for the work.

Each citizen employed upon public work projects shall furnish satisfactory proof of qualification in his trade or skill to the Contractor. Forms for this purpose should be obtained by Contractors from the Albany office of the Bureau of Public Work.



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Each Contractor performing public work must furnish a list of the names and addresses of all his subcontractors to the Albany office of the Bureau of Public Work. Each Contractor or subcontractor performing public work must submit in the appropriate district office a list of his employees, stating whether they are citizens of New York State; if naturalized citizens of the United States; if naturalized, the date thereof; and the name of the court in which citizenship was granted.

6. Payment In Cash

Each laborer, workman or mechanic employed by the Contractor, subcontractor or other person about or upon the work under this Contract shall be paid in cash as provided by Section 220 of the New York State Labor Law, as amended.

7. New York State Labor Law

The Contractor and each and every subcontractor performing work on this project to which this Contract relates shall comply with the applicable provisions of the New York State Labor Law, as amended.

The Bidder is specifically advised as to labor provisions of the Contract to include but not be limited to Compliance with:

- a. Minimum State Wage Rates
- b. State Labor Standards

Every Contractor and Sub-Contractor shall submit to the Department of Public Works within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

8. State of New York, Non- Discrimination Clauses

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining , including apprenticeship and on-the-job training.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

- b. The Contractor will send to each labor union or representatives of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the New York State Commission for Human Rights, advising such labor union or representative of the Contractor agreement under clauses a. through h. of this paragraph (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the City as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin, and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such union or representative fails or refuses to comply with such a request, that it furnish such a statement, the Contractor shall promptly notify the New York State Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available employees and applicants for employment, notices to be provided by the New York State Commission for Human Rights setting forth the substance of the provisions of clauses a. and b. of this paragraph and such provisions of the States laws against discrimination as the New York State Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

- e. The Contractor will comply with the provisions of sections 291-199 of the Executive Law and Civil Rights Law of the State of New York, will furnish all information and reports deemed necessary by the New York State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the New York State Commission for Human Rights, the Attorney General, the City, Commissioner of Housing and Community Renewal and the Industrial Commissioner of the State of New York for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the City upon the basis of a finding made by the New York State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State of New York or a public authority or agency of the State or housing authority or an urban renewal agency, or contracts requiring the approval of the New York State Commissioner of Housing and Community Renewal, until he has satisfied the New York State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses.

Such finding shall be made by the New York State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- g. If this Contract is cancelled or terminated under clause f., in addition to other rights of the City provided in this Contract upon its breach by the Contractor, the Contractor will hold the City harmless against any additional expenses or costs incurred by the City in completing work in purchasing the services, materials, equipment or supplies contemplated by the Contract and the City may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.



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CONDITIONS OF CONTRACT - NEW YORK LABOR STANDARDS PROVISIONS (Cont.)

- h. The Contractor will include the provisions of clauses a. through g. of this paragraph, in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the City may direct, involving sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor shall promptly so notify the said Attorney General, requesting him to intervene and protect the interests of the State of New York. The Contractor shall send a copy of such notification to the said Attorney General to the City for such action as it may deem proper.

9. Lien Law

The provisions of the Lien Law, as amended, of the State of New York in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims, is made applicable to this Contract.

10. Foreign Contractors

Foreign Contractors must comply with the provisions of Article 9A and 16 of New York State Tax Law, as amended, prior to submission of proposal for the performance of the work. The certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a State other than the State of New York.



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CONDITIONS OF CONTRACT – NEW YORK LABOR STANDARDS PROVISIONS (cont)

11.

Refusal to Waive Immunity - Pursuant to the Provisions of Section 103 A of the General Municipal Law, of the State of New York in the event that the Bidder, or any member, partner, director or officer of the Bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

12. Applicability of All Laws

Each and every provision of any law and clause required by law to be inserted in and applicable to this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein.



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MINORITY AND WOMEN OWNED BUSINESS REQUIREMENTS: (NIC)

I. General Provisions

The city of Long Beach is establishing participation goals for Minority and Women-owned Business Enterprises for use when procuring construction/maintenance repair services. It is the City's desire to promote equality of economic [opportunities for minority group members and women and the facilitation of Minority and Women-owned Business Enterprise participation.

A Minority and Women-owned Business Enterprise (MWBE) is a business that is owned, operated and controlled specifically by a composition of minimally 51% minority members and/or women that has been certified as a Minority and/or Women-owned Business Enterprise by the New York State Empire State Development's (ESD) Division of Minority and Women Business Development (DMWBD)

Construction/maintenance/repair contract valued at \$250,000 or more will require good faith efforts to meet MWBE participation goals and must include the MWBE goals in the awarding document(contract).

The contractor must document "good faith efforts" to provide meaningful participation by MWBEs in the performance of this Contract. The Contractor acknowledges that if Contractor is found to willfully and intentionally failed to comply with t MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Corporation for liquidated or other appropriate damages, as set forth herein.

II. Contract Goals

- A. For purposes of this contract, the City hereby establishes an overall cumulative goal of 10% for Minority and Women-owned Business Enterprises ("MWBE") participation.
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established herein. The Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

Additionally, the contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-5250; (2122) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on this contract.

- C. Reporting requirements are necessary for each contract. The Designate Minority and Women-Owned Business Enterprise Officer is responsible for ensuring that the Contactor submit the following forms:



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REQUIRED FORMS:

- **M/WBE UTILIZATION PLAN**
- **M/WBE AND EEO POLICY STATEMENT**
- **M/WBE QUARTERLY REPORT**
- **EEO STAFFING PLAN**
- **AFFIRMATION OF PAYMENT TO MBE/WBE**
- **MONTHLY EMPLOYMENT UTILIZATION REPORT**

SEE APPENDIX 5A



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION

1. Scope

The work under this Contract includes furnishing all materials, equipment, labor, etc.

2. General Specifications

- a. The "General Specifications" of the contract are hereby made a part of this contract specifications and are attached herein.
- b. Where any article of the "General Specifications" is supplemented hereby, the provision of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

3. Standard Specifications

Where reference is made in these specifications to the Specifications of the American Society of Testing Materials, (A.S.T.M); the American Water Works Association, (A.W.W.A.); ACI American Concrete Institute; AISC American Institute of Steel Construction; the National Electrical Manufacturer's Association, (N.E.M.A.), or other societies, the portion referred to shall be read into and shall be a part of this contract and specifications. Materials, methods and equipment shall conform with the latest A.S.T.M., N.E.M.A. etc. specifications as they may relate to or govern the construction work.

4. No Direct Payment

No separate direct payment may be made for work done and for materials furnished under these General Specifications or the General Conditions of the contract, but compensation shall be deemed to have been included in the total contract price of the entire work.

5. Workmanship

It is the intent of these Specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary features, and to require first-class work and materials in all particulars.

For any unexpected features arising during the progress of the work and not fully covered herein; the specifications shall be interpreted by the Engineer to require first-class work and materials, and such interpretation shall be accepted by the Contractor.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

6. Proper Method of Work And Proper Materials

The Engineer shall have the power in general to direct the order and sequence of the work, which be such as to permit the entire work under this Contract to begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If any time before the commencement of or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for assuring the quality of work required, or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

7. Inspection

The Contractor shall, at all times, provide convenience of access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Engineer or his assistants.

The Contractor shall notify the Engineer twenty-four (24) hours in advance as to when he intends to start or resume the work.

No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer; all materials rejected shall be immediately removed from the work and not again offered for inspection.

Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor and materials to and in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of his Contract obligations.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

8. Preconstruction Conferences On Equal Employment Opportunity Obligations, Etc.(N.I.C.)

9. Job Meetings

- a. Job meetings will be scheduled periodically by the Engineer during the course of construction. Present at these meetings shall be duly authorized representatives of all Contractors and such of their subcontractors as are requested by the Engineer.
- b. The purpose of the meetings is to coordinate the efforts all concerned so that the project will progress to "on time" completion in the most reasonable manner. To this end, the Contractors and subcontractors will be prepared to answer questions at the job meetings on pertinent matters such as progress, workmanship, coordination and any other subject on which the Engineer may reasonably require information.
- c. The Engineer may prepare and distribute to all concerned the official minutes of all job meetings.

10. Progress Schedules

- a. The General Contractor shall:
 - i. Provide a progress schedule in the form of a bar graph.
 - ii. The General Contractor shall be the first to prepare the progress schedule and distribute 2 prints to each Contractor. Subsequently, each Contractor shall submit two (2) copies of his proposed progress schedule to each of the other Contractors who shall return one (1) copy with their comments until all Contractors are in agreement with all of the finally corrected proposed progress schedules of each.
 - iii. Each Contractor shall then submit for approval two (2) prints of his finally corrected and agreed upon proposed schedule to the Engineer and shall revise same, until approved by the Engineer.
 - iv. Each Contractor shall then submit his up-to-date progress schedule before the 3rd day of each month.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

11. Permits And Regulations

The Contractor shall obtain and pay for all permits necessary to conduct the work and complete this contract. All work shall be performed in strict accordance with the regulations and requirements of the various civil agencies having jurisdiction thereof. Upon completion of work provided for in this Contract, and before final payment shall be made, the Contractor shall furnish the engineer with any necessary certificates of approval issued by these various agencies.

12. Occupational Safety And Health Act

The Contractor shall meet all standards of the Occupational Safety and Health Act of 1970. This shall include but not be limited to the following areas: Sanitation, noise, radiation, gases, vapors, fumes, mists, dust, illumination, ventilation, protective equipment, fire protection, waste disposal, electrical hazards, floor holes and wall openings, and heavy equipment. All scaffolds and ladders utilized on the contract shall be designed by a registered professional engineer. All specific requirements of the Act shall be adhered to.

13. Labor

- a. All Contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the United States and of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto.
- b. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

14. Contractors of the Field

The General Contractor shall, before construction commences, provide and maintain a watertight office for his use and the use of his subcontractors.

15. Engineers Field Office (not applicable)

The Contractor will be required to provide an engineers field office complete with all associated items. The minimum requirements for the field office are as follows:

- a. Two rooms, totaling not less than 200 SF
- b. Windows and outside entrance
- c. Heated and air conditioned
- d. Running water and toilet facilities



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

The equipment requirements are as follows:

- a. 2 desks with chairs
- b. 1 - 2'-6"x5'-0" oak finish plan table *
- c. Telephone answering machine *
- d. 2 printing calculators *
- e. 1-2 drawer fire resistant lockable file cabinet *
- f. 1 plan rack
- g. 2 waste baskets
- h. Bottled water and cooler
- i. 1 metal storage cabinet
- j. Fire extinguisher and first aid kit *
- k. 2 electric pencil sharpeners *
- l. General supplies and office maintenance

The equipment listed above will be supplied in the field office and all items with an asterisk WILL BE TURNED OVER to the City of Long Beach Dept. of Public Works upon completion of the project. All equipment must be new. Maintenance, including cleaning of the field office, and all costs for the Engineer's telephone installation and local service shall be by the General Contractor.

16. Temporary Heat

- a. The General Contractor shall be responsible for providing temporary heat as stipulated hereafter for the entire project to protect the elements of construction during and after installation.
- b. The temporary heat to be furnished by the General Contractor shall be by devices approved by the Engineer, such as salamanders, heaters and/or stoves using propane gas as fuel.
- c. All costs for equipment, fuel, maintenance and attendants required for providing temporary heat shall be included in the General Contractors total price bid.
- d. The General Contractor shall provide temporary heat during normal working hours 7:45 a.m. to 4:45 p.m. The General Contractor shall also provide sufficient temporary heat above freezing during non-working hours unless more stringent requirements are necessary to protect installed work.
- e. Proper ventilation shall be provided to eliminate the build up of hazardous fumes.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

- f. Upon conclusion of the temporary heating period, the General Contractor shall bear all expenses for repairing any damage incurred by him during the temporary heating period caused by the installation, operation or removal of temporary heating equipment.

17. Temporary Lights, Water, Etc.

The Contractor shall provide his own temporary light and power and water supply until a temporary electric service is established (on projects where an electrical contract is to be let). In the event that no electrical contract is let the General Contractor will be responsible for his own power and light for the entire duration of the project. The Contractor shall pay for all current for temporary power and lighting. The City will not charge for water used.

18. Sanitary Regulations

Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from observation, shall be erected and maintained by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced. The contents of the same shall be removed, with sufficient frequency to prevent nuisance, and disposed of to the satisfaction of the Engineer. The Contractor shall obey and enforce such other sanitary regulations and orders, and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must, at all times, be maintained in a satisfactory manner.

19. Temporary Sheds (For Storage)

The General Contractor shall provide and maintain on the premises where directed, watertight storage sheds for storage of all materials which might be damaged by weather and shall remove them from the site at the completion of the work.

20. Notifying Other Utility Companies

The Utility Companies shall be notified in accordance with Article 20, Section 322-a of New York State General Business Law, entitled, "Construction or Blasting Near Pipes Conveying Combustible Gas", which states, "the person having direction or control of such works shall give such notice and further, he shall ascertain whether there is within one hundred feet in such street, highway or public place any pipe conveying combustible gas."



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

21. Public Utility Interference

All conduits, sewers, storm drains, water mains, underground electric and telephone conductors or conduits, or gas mains encountered in the construction shall be properly and safely taken care of by the Contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

22. Injury To Service Pipes

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall, without delay, and at his own expense, repair the same to the satisfaction of the Engineer and in case such repairs are not made promptly or satisfactorily, the City may have the repairs made by another contractor, or otherwise, and deduct the cost of same from any monies due to or become due the Contractor.

23. Cooperation

The Contractor and all subcontractors shall coordinate their work with all adjacent work and shall coordinate with all other trades so as to facilitate the general progress of work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their materials.

24. Protection of Work

The Contractor shall place a sufficiency of red lights on or near any work accessible to the public and keep them burning sunset to sunrise; he shall erect suitable railings or barriers, and shall provide watchmen on the work by day or night, as required and deemed necessary for the safety of the work, on public or adjoining property.

The City reserves the right to remedy any neglect on the part of the Contractor as regards to the protection of the work which may come to its attention, after 24 hours notice in writing; except that in case of emergency, it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor.

25. Representative Always Present

The Contractor, in case of his absence from the work, shall have a competent representative or foreman present, who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work, in conformity with this contract, and shall have full authority to supply labor and material immediately.



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The Contractor shall also have a competent representative available to receive telephone messages and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours.

26. Signs/Project Sign (NIC)

No signs or advertisements will be allowed to be displayed unless a permit is obtained from the City Building Department and the sign is approved by the Engineer.

Two (2) project sign will be required to be furnished, installed and maintained by the Contractor at a location directed by the Engineer. The sign shall be a minimum of five (5) foot by eight (8) foot, painting and lettering shall be by a professional sign painter to the approval of the Engineer. Sign will be installed at a location near the beginning of the work. Installation may be required to be made on overhead traffic or light poles. The Contractor shall be responsible for maintaining the project sign during construction of the project.

Site Signs Specifications

Size: 5'x8'x7/8" (Min) exterior plywood

Material: Face 1/4 " Tempered masonite or equal. Frame 1-5/8"x3-5/8 fir-dressed four (4) sides

Assembly: 1-5/8"x3-5/8" fir frame to fit 5'x8'x7/8' panel with two (2) center braces

Paint: Face - 3 coats outdoor enamel-white (sprayed) - Rear and frames, stakes, brackets etc. - 1 coat outdoor enamel (sprayed)

Lettering :Silk screen enamels where possible, or hand painted enamels.

Colors: White, and Red; Specifically, white background ; red lettering.

27. Photographs

Prior to the commencement of any work to be performed under this contract, the Contractor shall inspect all structures, buildings, walls, curbs, and sidewalks along the route and/or in the vicinity of the work with the Engineer. Whenever cracks, breaks, defects, faults or structural decay is expected or visible, photographs shall be taken by a



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professional photographer identified to record each and every defect. Failure on the part of the Contractor to take such photographs will be construed as meaning that no defects existed prior to construction. Two (2) sets of photographs shall be furnished to the City.

28. Shop Drawings

The Contractor shall submit promptly to the Engineer five (5) copies of each shop drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with five (5) corrected copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the contract drawings and contract specifications.

29. Additional Instruction And Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail shop drawings, the beginning of manufacture testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

30. As Built Drawings

The Contractor shall furnish, upon completion of all work, As Built Drawings showing the full extent of all facilities constructed. Contractor shall furnish three sets of As Built Drawings and one sepia reproducible of each sheet. Final payment may not be made until the City has reviewed and accepted such As Built Drawings.

31. Temporary Stairs, Ladders, Ramps, Runways, Hoists

The General Contractor shall furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc., as required for the proper execution of the work by all trades. All such apparatus, equipment and construction shall meet all requirements of the Labor Law and other State or local laws applicable thereto.



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32. Scaffolding

The General Contractor shall provide exterior scaffolding. All scaffolds shall be built in accordance with the requirements of all State and local laws and regulations

33. Plans And Specifications To Be Furnished To The Contractor

Each Contractor will be furnished three (3) complete sets of the plans and specifications. One complete set of plans and specifications shall be kept in the temporary office. Additional sets furnished to subcontractors will be supplied at the cost of reproduction.

34. Substitution of Equipment

- a. After execution of a contract, substitution of equipment for that which is specifically named in the contract documents may be approved by the City Project Engineer only if it is sufficiently demonstrated that the specified equipment can not be delivered to the job in time to complete the proper sequence with the work of the other contractors AND the equipment proposed for substitution is equal and or superior to the equipment named in the specifications in construction, efficiency and utility.
- b. Notice of a contractors inability to obtain specified equipment pursuant to the time sequence specified and a request for substitute equipment must be given in writing to the City's Project Engineer and accompanied by supporting descriptive and technical data. The Contractors failure to order equipment in sufficient time to obtain timely delivery WILL NOT be considered grounds for approval of a substitution.
- c. All requests for substitution must be accompanied by descriptive and technical data, documentary proof, of the equality or difference in price and delivery, if any, in the form of certified quotations from suppliers for both specified and proposed equipment.
- d. In case of a difference in price the City shall receive all benefit of the difference in the cost involved in substitution and the contract shall be altered by a change order - to credit the City with any savings so obtained.
- e. The Contractor seeking to make the equipment substitution must demonstrate to the satisfaction of the City's Project Engineer that the inability to obtain the equipment specified to the job site in time to complete the work in the proper sequence is due to conditions beyond the control of the Contractor.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

- f. The City's project engineer will be the sole judge of the efficiency and equality of any proposed substitution. The final determination by the City's Project Engineer shall be based on consideration of the proposed manufacturer's data sheets, plants, etc. submitted by the Contractor seeking the substitution and any other documents the Project Engineer shall require. The City, in its discretion, may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the equipment specified. Such certification must be signed by a New York State licensed, Professional Engineer.

35. Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

36. Holidays

Any work necessary to be performed by City employees after regular hours, on Sundays or Legal and/or City Holidays (as delineated below) shall first be approved by the Engineer and shall be performed without any expense to the City, with the Contractor responsible to reimburse the City for all costs of inspection, including, without limitation, the cost of employee base salary, overtime and all fringe benefits.

City Holidays:

New Year's Day	Yom Kippur	Columbus
Martin Luther King Day	Veteran's Day	Lincoln's Birthday
Presidents Day	Election Day	Thanksgiving Day
Good Friday	Memorial Day	Independence Day
Friday after Thanksgiving	Labor Day	Christmas Day



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

37. Materials of Approved Equal

Where items or materials are specifically identified herein by a manufacturer's name, model or catalog number, only such specified items may be used in the contract documents, except as herein provided.

- a. A contractor seeking to use materials other than those named in the contract documents, must apply in writing to the City's Project Engineer. Approval for changes in specifications after the bids have been opened may be granted in the discretion of the City's Project Engineer but only upon individual request of the actual bidding contractor. No blanket approval for substitution will be granted to suppliers, distributors or subcontractors.
- b. Unless requests for changes in the base bid specifications are received and approved prior to the opening of bids pursuant to paragraph 6 of the Conditions of Contract each successful Contractor will be held to furnish the specified items under each contract bid. After the contract is awarded changes in specifications shall be considered pursuant to the terms and conditions of paragraph 34 or 37 of the General Specifications. All alternate material, proposals must be accompanied by full descriptive and technical data on the item proposed, together with a statement of amount either of addition to or deduction from the bid price if the alternate is accepted. The City's Project Engineer will be the sole judge of the efficiency and equality of any proposed material substitution. The City in its discretion may request certification as to the adequacy, equality and functionality of the proposed substitute in performing comparable duties as the material specified. Such certification must be signed by a New York State licensed, Professional Engineer.

In the case of a difference in price the City shall receive all of the benefit of the difference of the cost involved in any substitution and the contract altered by a written change order, crediting the City with any savings so obtained.

38. House of Operation

The Contractor will not be permitted to operate any tools or equipment used in construction, drilling, earthmoving, excavating or demolition work between the hours of 8:00 p.m and 8:00 a.m. on the following day and any time on Sundays or legal holidays (see Section 35 of General Specifications) except for emergency work or by special permission of the City.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

39. Nameplates And Device Plates

Where required, nameplates shall be phenolic type, 2-1/2"x3/4" with background and white engraved lettering.

Nameplates shall be securely affixed to each individual piece of equipment and/or switch, etc., by means of non-corrosive screws. Nameplates shall not be glued to equipment unless circumstances warrant such action and shall be done only if prior approval is obtained from the Engineer. Nameplates shall bear notations as shown on the Contract drawings for each piece of equipment or as otherwise directed by the Engineer. In either case, each Contractor shall submit a list of nameplates for review and approval by the Engineer.

40. Operator's Instruction Manuals

Each Contractor shall provide Operator's Instruction Manuals for all equipment furnished under each contract. Instructions shall be clearly printed and shall be bound under a hard cover. Each Contractor shall submit "Instructions" to the Engineer for approval prior to binding. Copies shall be given to the Engineer. In all, five (5) copies are required. Instructions shall be interpreted as catalog cuts and complete parts lists on equipment, maintenance procedures on equipment, complete wiring diagrams, etc.

41. Grades, Lines, Levels And Surveys

The Contractor will be responsible to provide a survey to determine exact distances for siting the facilities, preparing shop drawings, where required, at his own expense. All grades, lines, levels, bench marks and stakes shall be maintained by this Contractor who shall be responsible for same.

42. Boundaries of Work And Contiguous Work

The City will obtain from the property owners, rights-of-way for all work specified in this Contract, and the Contractor shall not enter or occupy with men, tools or materials, any private ground outside the easements and right-of-way without the consent of the Owner and the approval of the Engineer. Other Contractors of the City may, for all purposes required by their contract, enter upon the work and premises used by the Contractor, and the Contractor shall give to other Contractors of the City all reasonable facilities and assistance for the completion of adjoining work.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

43. Right-of-Way

Where the work called for extends upon or through private property, the City shall procure all necessary rights, deeds and easements for access to the property and the Contractor shall not proceed with this part of the work until the City has completed negotiations with the property holders and all necessary papers are in the hands of the City. If, after a reasonable period of negotiations, (up to one (1) year from signing of the contract), rights of easements cannot be obtained, then the City reserves the right to eliminate those items of work from the Contract which required the easements prior to construction. No additional compensation shall be made to the Contractor for such elimination.

44. Opening For Installation of Mechanical & Electrical Equipment

The General Contractor shall provide all necessary openings for installation of plumbing, heating and ventilation and electrical equipment within the proposed construction, except where shown otherwise on the CONTRACT DRAWINGS.

The plumbing, heating and ventilation and Electrical Contractors shall provide steel sleeves to the general Contractor for inclusion of these sleeves in the proposed construction by the general Contractor. The responsibility of exactness of size and location of these sleeves shall be on the respective Contractor. Wood for box openings shall be provided by the General Contractor.

All cutting and patching required to correct a faulty sleeve size or location shall be done by the General Contractor. All costs for such work shall be borne by the Contractor for whom the sleeve was provided.

The Plumbing, Heating and Ventilation and Electrical Contractors shall provide all sleeves in sufficient time to facilitate installation. Where sleeves are to be provided in concrete walls, the Plumbing, Heating and Ventilation and Electrical Contractors shall be present at the site prior to the pour to insure the correct locations of the sleeves or openings.

In the event that no Plumbing, Heating and Ventilation or Electrical Contracts have been awarded at the time of the concrete pour, the General Contractor shall install sleeves or box out for plumbing, heating and ventilation and electrical equipment. Locations and sizes shall be obtained from the Engineer. Failure to install such sleeves or openings will result in the General Contractor performing or being back charged the additional cost of cutting and patching performed later.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

45. Cutting, Patching And Digging

The General Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon, or reasonably implied by, the drawings and specifications, for the completed structure, and he shall make good after them as the Engineer may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible thereof. The Engineer shall be the sole judge of the responsible party.

The General Contractor and all other Contractors shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other Contractor save with the consent of the Engineer. All cutting and patching of the General Contractor's work for work and equipment of the other trades shall be done by the General Contractor and the cost of such paid by the responsible party mentioned above.

46. Excavation and Backfill

All excavation and backfilling within buildings, tanks, vaults, etc., unless otherwise specified shall be the responsibility of the General Contractor under the General Construction contract. Excavation and backfilling required for installation of materials or equipment in other areas shall be the responsibility of each Contractor performing the work under his respective contract. Backfill shall be consolidated in accordance with the specifications for consolidation of backfill under the General Construction Contract..

47. Cleaning and Final Inspection

All pipe lines, structures and the construction site shall be kept clean during construction, and as the work approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to the same. He shall furnish at his own expense suitable tools and labor for cleaning out all dirt, mortar and foreign substances from the structures, and also the water for cleaning by flushing. Any leakage of water into any structure exceeding the limits specified, or any deviation from the proper grade for alignment to the structure or any other defect such as to make the work, in the opinion of the Engineer, fall short of first-class work, shall be properly corrected by the Contractor at his own expense. The cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin this cleaning and repair if such is needed, will be given in due season by the Engineer who, at the same time, will make his final inspection of the work.



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GENERAL SPECIFICATIONS - GENERAL CONSTRUCTION (Cont.)

The Engineer will not prepare his final certificate of this portion of the work until after the final inspection is made. During this final inspection, the Contractor, at his own expense, shall furnish suitable provisions as to needed drainage, workmen, and appliances.

48. Removal of Temporary Structures

On or before the completion of the work, the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work and shall remove all rubbish of all kinds from the grounds which he has occupied, and shall leave the site of the work clean and in good condition.

49. Restoration

The Contractor shall restore all disturbed areas in kind. Restoration of grassed areas including any seeding, fertilizing, etc., required shall be in accordance with the Landscaping and Seeding Specifications. Restoration in paved areas shall be by means of temporary asphalt pavement, or as shown on the CONTRACT DRAWINGS.

SLUDGE MANAGEMENT SERVICES

I. INTRODUCTION

A. OBJECTIVE

The City of Long Beach is requesting bid proposals for the processing, transport and land base disposal of its wastewater sludge.

B. SCOPE OF SERVICES

The City is seeking prospective vendors/contractors to accept anaerobically digested sludge from the City's wastewater treatment plant digesters. The successful bidder will be responsible for all aspects of handling, processing, dewatering, transporting and disposing of the sludge, in a manner that is acceptable to all regulatory authorities. Currently, the City is under contract for such services whereby the contractor has installed and operates an enclosed belt press and performs dewatering activities as required. The dry cake is then transported off site by the same contractor for disposal out of state.

Work will be conducted in such a manner so there is no interference or impact on the various treatment operations and processes within the facility. The selected contractor will provide "best-efforts" to eliminate or reduce negative environmental impacts associated with the work provided.

It is estimated that annual sludge quantities will be approximately 450 dry tons (see Appendix 2). This figure is based on past production data, however an exact amount can not be guaranteed by the City. The selected contractor will be reimbursed based upon the actual (verified) number of dry tons that are properly treated and disposed of by the contractor.

It is understood that a certain period of mobilization will be required. As such, the selected contractor may be required to provide "interim" dewatering equipment/facilities until such time as a more permanent and enclosed unit can be provided. The City will work closely with the selected contractor during this initial phase to facilitate a smooth transition.

C. CONTRACT TERMS

Duration

The City is seeking a **three (3) year initial term with two (2) optional, one-year extensions** for sludge management services. The contract will begin when the current contract expires, that is, on or about July 2017. There shall be an annual adjustment

applied each year to the current unit price effective at the anniversary date of the contract signing. The fee adjustment each year shall be based upon the annual percentage change in the monthly average of the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index – All Urban Consumers Index for the New York- Northeastern New Jersey-Long Island Areas. The index for the month *prior to* the date of the contract signing will be utilized when calculating the adjustment.

Sample calculation:

February 2003 CPI-U Index	196.2
February 2002 CPI-U Index	<u>189.9</u>
Difference	6.3

$$\text{Subsequent year adjustment} = \frac{6.3 \times 100}{189.9} = 3.32\%$$

In addition, at the City's discretion, two separate, one (1) year extension periods will remain future options (potentially bringing the total contract duration to a maximum of five years). The City of Long Beach retains the sole right to extend the contract for the option periods listed. If the City elects to exercise its right to extend the contract beyond the initial three (3) year term, the selected contractor will be contacted ninety (90) days prior of the termination date of the initial term. A similar notification period will be applied for the following year. The per dry ton payment for the extension years will be subject to an adjustment as delineated above.

Note the selected contractor will provide, in good faith, up to a ninety (90) day extension to the term of the contract (holding the unit price in-place) as necessary to complete/finalize negotiations regarding any subsequent contract sludge dewatering contract.

Either party to this contract may elect not to accept the option for contract extensions as discussed above, provided that written notice is given to the other party a minimum of ninety (90) days prior to the termination of the original three (3) year contract period.

Scheduling

It will be the responsibility of the selected contractor to schedule the on-site dewatering and transporting services to conform to the needs and operations at the facility and the availability of plant personnel. Dewatering, unless otherwise agreed to with the City, will be permitted between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, excluding holidays observed by the City (see Section 36 of the General Construction Specifications).

Legal Considerations

The selected contractor is required to comply with all applicable federal, state and local laws, ordinances and regulations. All expenses associated with insuring full compliance will be the responsibility of the contractor.

Neither party shall be liable for any failure to perform its obligations under the contract which arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but not limited to acts of God, a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and/or unusually severe weather. However, in every case, the failure of the selected contractor to perform must be beyond their control and without the fault or negligence of such party.

In the event that such causes prohibit the selected contractor from performing its obligations under this contract including changes in environmental regulations or policies instituted by federal, state or local regulatory agencies, the selected contractor shall be granted a period not to exceed ninety (90) days to identify and implement alternative actions that are mutually agreeable to the City and contractor.

Performance Bond

The contractor shall furnish the City with a performance bond as security for the faithful performance and payment of all the contractor's obligations under this contract. The term of the contract is three (3) years with the possibility of two (2) additional, one (1) year extensions. The City will require a performance bond from a surety company authorized to do business in the State of New York in the amount of one hundred and twenty five percent (125%) of the initial year bid price. An updated bond will be due at the anniversary of the contract signing for each remaining year of the agreement as well as for any extension years granted. Subsequent bonds shall be based upon adjusted unit price figures. The bond submitted must be in a form deemed satisfactory to the City and its Counsel. Failure to obtain a performance bond that meets all the necessary conditions will be considered grounds for no-renewal of the contract.

The Performance Bond required shall be secured from a surety company authorized to do business in the State of New York and must be deemed satisfactory to the City and its Counsel.

Default of Contract

In addition to the Performance Bond, the City reserves the right, in cases where the selected contractor is in default of this contract or breaches the provisions of same, to utilize any funds remaining in the contract for the disposal of sludge. The City further reserves the rights under this contract, including the right to seek reimbursement from the contractor for any additional cost accrued as a result of this breach.

Basis of Payment

It is the intention of the City to provide the selected contractor with "digested" sludge for dewatering/disposal on a daily basis, or on a schedule that is mutually agreed upon. The contractor will be responsible for the routine "on-site" dewatering operation of the sludge and the transport of the resulting cake to an approved and permitted landfill. The dewatered sludge cake will be stored and/or transported in "covered" containers that must not exceed 25 tons in capacity or 50 cubic yards in volume.

Payment to the contractor will be made on a per dry ton basis. This quantity shall be calculated utilizing the weight (tonnage) of dewatered sludge in each trailer (the City will require a **minimum** solids content of 22% in the dewatered sludge). It will be the responsibility of the contractor to provide documentation (actual scale house tickets with notations for total and vehicular weights) as to the quantity of the sludge in each trailer. **No payment voucher will be processed without the required supporting documentation.** The City will periodically, at its discretion, direct the contractor to weight a trailer and/or a trailer containing a load of sludge at a independent scale house in the presence of a City official. Any costs associated with such requests will be solely the responsibility of the contractor.

Payment requests will be processed by the City on a monthly basis, Vouchers shall be submitted on or about the 15th of each month for the preceding month's quantities. Such requests shall be directed to the attention of the Chief Plant Operator of the Long Beach Wastewater Treatment Plant and shall include at a minimum the following data:

- Weight slips from a local scale for each trailer.
- Sample results from a certified laboratory delineating the specific solid/liquid content of sludge as well as conversion calculations from wet tons to dry tons for each trailer load.
- Identification/verification (manifest) of the disposal destination.

The costs associated with the use of on-site utilities (electricity and water) will be either billed to the contractor or deducted from the monthly invoices.

D. PLANT INFORMATION

The wastewater facility is located at the northerly end of National Boulevard, immediately south of Reynolds Channel. Location maps and a site plan can be found in the appendices. This trickling filter plant utilizes the following processes:

- Influent screening
- Influent pumping
- Grit removal and handling
- Primary settlement
- Trickling filters
- Recirculation (internal lift station)
- Final settlement
- Sand filtering
- Chlorination (liquid sodium hypochlorite)
- Anaerobic digestion (primary and secondary)
- Sludge dewatering (private contractor)

The wastewater entering the facility is almost exclusively residential in nature, with a minimal commercial component. The overall strength of the sewage is weak (with an influent BOD averaging less than 120 mg/l) influenced by a sewer system situated in high water table. Industrial or toxic discharges are either negligible or non-existent. The plant routinely meets its permit effluent discharge requirements. Recent data regarding plant flow and characteristics can be found in Appendix No. 1.

MEAN INFLUENT VALUES

Flow (MGD)	4.5-6.0+
Settleable solids (mg/l)	8-9
Suspended solids (mg/l)	120-140
(lbs/day)	5500-6000
Biochemical oxygen demand (mg/l)	110-130
(lbs/day)	6000-6500

Anaerobically digested sludge is currently dewatered on-site and transported to an out-of-state landfill by a private contractor. An enclosed belt-press owned and operated by the contractor is housed on the site.

II SLUDGE CHARACTERISTICS AND QUANTITIES

A. SLUDGE CHARACTERISTICS AND QUANTITIES

Long Beach wastewater is predominantly residential in nature and variations over the years have been insignificant. It is anticipated that the makeup of the sewage flow will within the service area remain constant over the term of the contract. Analytical data of the sludge cake for the period of 2004 to 2006 is provided in the Appendix No. 2. and No. 3.

B. SLUDGE QUANTITIES

Historically, daily sludge generation from the anaerobic digesters range from 1-2 dry/tons or 5-10,000 gallons. In the appendices, recent monthly totals of dry tons (based upon a minimum of 20% dewatering criteria). It should be noted that no digester cleaning exercise is proposed during the term of this contract.

III CONTRACTOR RESPONSIBILITIES

The City is seeking a contractor who will install and operate a wastewater sludge dewatering operation that is capable of running on an "as needed" basis and has the ability to provide a "minimum" of 20% water reduction in the sludge. The City will permit the discharge of the resulting supernatant back into the plant for treatment. However this will be contingent upon the contractor verifying to the satisfaction of the Chief Plant Operator that the composition of the returning supernatant will have no deleterious effect on the operation of the plant or the ability of the facility to meet effluent discharge requirements. Such an analysis and verification must be provided in writing to the City prior to receiving authorization for discharging the supernatant. If the supernatant is deemed unacceptable for disposal at the plant, the contractor will be responsible for either the pre-treatment of the liquid on-site to a level where it can be applied to the City's waste stream or to dispose of the supernatant at a facility beyond the limits of the City. The expense for testing, treating and disposal of supernatant is ultimately the responsibility of the contractor.

A. GENERAL

- 1) The contractor will be responsible for all permits, licenses, bonds, insurances, fees and fines associated with the dewatering operation and the subsequent removal and disposal of the sludge cake and possibly supernatant beyond City limits.
- 2) The contractor must dispose of the wastewater sludge in one or more approved sanitary landfills. It is the responsibility of the contractor to ensure and verify that the landfill (s) it selects is/are properly licensed/permitted and

authorized to accept wastewater sludge generated by the City of Long Beach's wastewater facility.

- 3) The contractor must notify the City of any proposed change in the processing, transport or final disposal of the wastewater sludge. Appropriate paperwork and documentation will be required verifying that the level of treatment; the means of transport and/or the point of disposal proposed will meet all requirements and will have no deleterious impact or represent a liability in any fashion for the City of Long Beach.
- 4) The contractor shall perform all of its obligations hereunder in accordance with any and all requirements of the constituted public authorities and all federal, state and local laws or ordinances, and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies, now or hereafter, in effect. This includes obeying all laws (e.g. weight limitations, signage, driver qualifications, vehicle condition, etc.) regulating the transportation of sludge products interstate and over public thoroughfares.
- 5) The contractor must provide the City with a "spill plan" during site mobilization.
- 6) The contractor will be required to maintain in force all insurance policies and bonds during the initial term of the contract plus any extension years approved. In the event that a contract renewal is agreed to, the contractor will be responsible to submit a performance bond in the projected amount of one hundred and twenty five percent (125%) of the one (1) year extension period, ninety (90) days prior to the proposed extension initiation date. Failure to submit said performance bond would be considered grounds for non-renewal.
- 7) The contractor is responsible to ensure that all personnel, subcontractors, and agents follow current federal, state and local safety policies. Further the contractor will designate an individual (site supervisor) who will have full authority to make on-site decisions and to oversee the operations of the contractor's crew as well as any work or activities performed by the subcontractors. This person will serve as the "contact person" regarding all matters related to this contract and will be fully versed in the roles and responsibilities of the contractor, including routine (daily) administrative tasks.

B. ON-SITE DEWATERING

- 1) The contractor will provide on-site dewatering equipment that will have the ability to provide sufficient dewatering capacity for the plant's projected loads. It should be understood that the dismantling of the current contractor's equipment will be necessary prior to the installation of the selected

contractor's equipment. For this reason the selected contractor as needed, must have the capability to provide "interim" dewatering equipment until such time as the "permanent" unit can be installed and placed in operation. Similarly, at the termination of this contract, the selected contractor will be required to work with the City to remove their equipment in a timely and professional manner. Before the installation of any equipment as well as the enclosure, a site layout plan shall be provided to the City for its review and approval.

- 2) The dewatering operation must be conducted in an enclosed environment, necessary to control odors, to protect the equipment from inclement weather and reduce the introduction of rainwater into the sludge cake. For this reason it will be required that the container in which the processed sludge is being conveyed must be similarly covered. All full containers that are either standing on-site or are to be transported off-site shall be securely covered with water-tight tarps. Enclosures must be comparable in appearance and dimension to other site structures.
- 3) The on-site dewatering equipment and facility must adhere to all applicable building and safety codes.
- 4) The full operation and maintenance of the equipment and the enclosure will be the sole responsibility of the contractor.

C. UTILITY CONNECTIONS AND USAGE

The contractor is responsible for making all needed utility connections.

Electricity - The contractor has the option of securing their own electrical service and meter from the Long Island Power Authority (LIPA) - or - the City will permit the contractor to tie into the plant's power line however the contractor will be required to install a meter to record usage. If the latter is chosen, records of usage must accompany each monthly invoice. A credit will be given to the City (based upon the City's kw/hr rate) for actual power use. Note all electrical wiring required for the proposed installation will be performed by a licensed electrician. All work undertaken must meet all applicable codes and requirements.

Process Water -- The contractor at their discretion can utilize effluent water from the sand filter unit. All connections are the responsibility of the contractor and must be installed in such a manner that there is no impact or interference with City operations. There will be no fee charged for such usage. If the contractor wishes to utilize potable water from the City's distribution system, the costs for a service line and metering will be borne by the contractor. A fee for water consumption will be charged utilizing current City water rates.

Unless privately secured, meter readings for electricity and water usage must be included with each monthly invoice. Failure to provide such backup will delay processing of a payment.

D. CONTRACTOR RESPONSIBILITIES

General Requirements

The selected contractor will locate and install the required dewatering equipment and secure and weather-tight "enclosures" without disrupting the normal and routine plant operations. Efforts must be made by the contractor to minimize noise and other nuisance conditions, especially odor. The location of the plant adjacent to residential housing requires that all activities be undertaken in a manner that avoids negative environmental impacts. Thus the contractor will be fully responsibly to address and correct any and all environmental mishaps or negative conditions that may result from their operations. The expense of such remediation including any claims that may arise shall be borne entirely by the contractor.

To reduce the potential for errant emissions and water runoff, the contractor will be required to provide a secure enclosure around the dewatering equipment and recommend a similar structure over the sludge container being loaded. Proper ventilation and runoff collection within such a facility will be required. The City will not permit the transfer/loading of dewatered sludge into an uncovered trailer during periods of precipitation. All containers that have been loaded with dewatered sludge (full or partially full) will be required to be covered with secure tarps to deter the emanation of odors and to reduce the potential for rain/snow entry. At the end of each dewatering shift, all outdoor equipment should be inspected for cleanliness and washed down as required. It is strongly stressed that all full or partially loaded containers (including a unit under the loading chute) must be covered with secure tarps).

Truck wheels shall be cleaned to deter the tracking of sludge inside or outside of the plant site. All trucks used for sludge hauling will have positive action seal tailgates or gate liners. Sludge dewatering equipment must be routinely washed down insuring that all runoff is contained on -site and disposed in an environmental acceptable manner. All fines and/or cleanup costs associated with a truck leakage incident either on-site or in-route will be borne by the contractor.

The contractor will operate and maintain all facilities and equipment in a manner that all safety regulations are adhered to.

The selected contractor will establish a dewatering schedule that fits within the times specified and which provides methodical and routine withdrawal from the

anaerobic digesters. The contractor will allow scheduled and non-scheduled access by City staff, or their agents, access to all facilities. Access shall be for the purpose of sampling, inspecting, resolving environmental concerns and for any other functions required to properly administer this contract.

Specifics

The selected contractor will be allowed to operate between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday excluding City celebrated holidays (see Paragraph 36 of the General Specifications). The contractor must receive prior approval from the Chief Plant Operator, for any diversion from these time parameters. Trailers will be removed and returned to the site at agreed on times such that local residents and plant operations are not negatively impacted.

The City at its discretion will impose a **\$250/day penalty** per container for each full unit left uncovered during the day or for a partially filled unit uncovered after a dewater shift is completed.

The contractor will be allowed to store only one empty container on-site in addition to the unit that is being filled. Containers used for transport of sludge cake must be no greater than 25 tons in capacity and/or 50 cubic yards in volume.

Containers, canisters, drums, bags etc. of polymer or other chemical additives utilized in the dewatering process, must be stored in a secure trailer or enclosure that is protected from the weather and is not visually offensive. The City will allow a maximum storage of chemicals required to accommodate a two week dewatering period.

The dewatering equipment must be operated such that water reduction of a minimum of 20 % is achieved. The final percent solids of the sludge cake generated must be acceptable to the ultimate disposals site. Therefore all associated costs that may arise due to the rejection of a load at a disposal facility will be the responsibility of the contractor. In order to reduce the potential impacts on plant operations, the solids content in the filtrate that is returned to the facility solids must be maintained between 2000-2500 mg/l. Samples will be routinely taken by plant personnel to verify such loadings. If the filtrate consistent remains at an unacceptable level, it will not be accepted for disposal at the facility. The contractor will be responsible for providing alternate disposal methods beyond the City limits. Repeated failure to maintain the filtrate in the limits cited above may be considered a breach of this contract and grounds for termination. Polymers that are used in the dewatering process must be non-toxic and must be stable under high pressure, temperature and pH. Polymers that generate offensive odors will not be permitted for use at this facility.

E INVOICE PREPARATION

The contractor will be required to prepare and submit monthly invoices that spans the period from the first of the month through the last day of the month. NO invoice will be processed without the following information included:

- Number of dry tons processed (including appropriate conversion calculations)
- Truck weight slips (local and at the point of disposal).
- Supporting analytical data
- Deductions for electricity and/or water usage

IV. CITY OF LONG BEACH RESPONSIBILITIES

A. DURING THE BIDDING PROCESS

The City has provided in this document recent analytical data regarding influent wastewater flow and sludge characteristics and quantities (see appendices). In the event that the anticipated disposal facility or jurisdictional environmental regulatory agency requires additional analytical information, the City will arrange to sample and to analyze for the identified parameters. This data will be shared with all prospective bidders.

The City will make the wastewater facilities available for inspection by prospective bidders. Appointments should be made by contacting the plant at (516) 431- 5691, Monday through Friday from 8:00 a.m. to 4:00 p.m. It is strongly recommended that all bidders visit the site prior to developing their dewatering strategy.

B. DURING THE MOBILIZATION PERIOD

The City will work with the selected contractor during the transition period to facilitate the installation of the interim dewatering equipment, yet insure that on-going operations are not impeded.

To provide guidance to the contractor, available safety and personnel policies can be viewed at the facility. For convenience, the City has designated the Chief Plant Operator or his representative as the primary contact person to coordinate the transition operation and administer the contract.

C. DURING OPERATION

The City at its discretion will take up to three (3) grab samples of the sludge cake throughout the operational day. These samples will be split and will be available

to the contractor for their co-analysis. One daily sample may be sent to a New York State Certified Laboratory by the City, to establish total solids content for the dewatered sludge. The City will share the results with the contractor. The City is requiring twenty-two percent (22%) minimum solids content in the dewatered sludge. If the City determines that the contractor is not achieving this mandate, it can at its discretion, adjust the unit price per dry ton as detailed in the table below:

SOLIDS CONTENT (%)	UNIT PRICE/DRY TON ADJUSTMENT
22.0 or greater	100 %
18-22	75%
Less than 18	25%

The revised rate will remain in effect until such time as the contractor can demonstrate through laboratory analysis that acceptable dewatering levels are being obtained.

Concurrent with the above, the City at its discretion will take up to three (3) grab samples of the filtrate throughout the operational day. Similarly these samples will be split and shared with the contractor for their co-analysis. One daily sample may be sent to a New York State Certified Laboratory by the City to determine the filtrate solids content generated during the sludge dewatering operation. To properly assimilate this wastewater into the waste stream a range of 2000-2500 mg/l is required. If the City determines that this range is not be met, it reserves the right to request that the contractor cease discharge operations and/or provide an alternate means for disposing of the filtrate.

In the evaluation of monthly vouchers submitted by the contractor, the City will review all transport and disposal manifests: quantity verification documentation as well as all sampling data results. Backup calculations regarding utility usage will be reviewed and the contractor must show a credit to the City on their voucher for electricity and water use. There will be no charge for the contractor for the use of effluent water.

The City will allow the use of plant lavatory facilities by contractor personnel as long as the facilities are maintained in a proper and clean manner. At the City's discretion, this accommodation can be terminated at any time.

The contractor will not incur any additional costs for work under this contract without first submitting a written request and then receiving written approval from the City.

It is the intention of the City to provide the contractor with 6-10,000 gallons of digested sludge during each working day of operation. Depending upon plant operations, maintenance activities, seasonal variations, etc. these quantities may vary and are therefore cannot be guaranteed. Past sludge dewatering data will

provide a guide as to expected quantities (see appendices). In addition, it is the City's intention to provide the contractor with a dewatered sludge possessing a minimum solids concentration of 2%. In the event that the percent solids routinely and consistently falls below 2%, upon written notice from the contractor accompanied with supporting analytical data, The City will reimburse the contractor (cost plus 10%) for additional justified costs for polymers, equipment usage and other related expenditures.

V. BIDDING APPROACH AND REQUIREMENTS

A. BIDDER SUBMITTAL REQUIREMENTS

The following information must be provided by a prospective contractor in support of their bid proposal:

Qualification Package

- The Qualifications sheets that appear in the contract documents must be filled out completely. In addition the City is requesting a letter of transmittal (on letterhead of the bidder) signed by an officer of the firm, giving its full name, address, telephone number, and clarification as to whether the firm is a subsidiary, and individual, a partnership (limited or general), a corporation, a joint venture, or other business entity. If a corporation, the bidder must provide a detailed description of the corporation. If a subsidiary of a larger corporation, a description of the legal and financial relationship to the parent company must be provided. If a joint venture, the relationship of the joint parties, both legally and financially must be defined. All partners must be identified. If sub-contracting is contemplated these firms must be identified as to function and responsibilities.
- In addition, the contractor must provide documentation regarding the contractor and their team have a minimum of five (5) years of comparable and relevant experience in a project of this scope and magnitude. Details shall be provided regarding the contractors sludge management, transport and disposal experiences. Details should include present and past projects and years of operation. Each delineated project must have a reachable contact person (with current phone number) that can verify the contractors involvement and responsibilities. If the cited project was performed under a joint venture or another name the relationship to the current bidder must be clearly defined.
- Evidence that the financial strength and stability of the bidder can support the anticipated project financing and long term contractual commitments.
- A narrative in sufficient detail describing the existence of any active or past legal action or disbarment proceedings that may potentially hinder or impair the bidder's ability to perform this action.

Proposed Plan Package

The bidder shall submit with their costs proposal a detailed narrative discussing their intended strategy for the installation of a sludge dewatering operation on site as well as the logistics associated with the transport and disposal of this waste material. Included shall be details regarding:

- The contractor's interim plan for dewatering of the City wastewater sludge upon the receipt of the Notice to Proceed.
- The type, capacity and dimensions of the proposed equipment and enclosures that will be used.
- The transportation strategy and routing plan.
- Efforts that will be employed on-site to minimize/mitigate negative environmental impacts of the proposed operation (on and off site) including but not limited to noise, odor, emissions, drainage discharges and potential leaks.
- Location of proposed disposal facilities as well as a listing of possible alternative facilities and associated documentation including active permits and/or letters of acceptance; regulatory approvals that the facilities can accept dewatered municipal sludge; and, assurances that a facility is available by the required start-up date.

B. EVALUATION AND SELECTION

While the lowest unit price for the processing, transport and disposal of the City wastewater sludge will remain the major factor in the selection of a contractor, it will be necessary that the Proposed Plan Package be complete and responsive to the needs of the City. All permits and authorizations must be in order. The City of Long Beach reserves the right to reject any and all bids that are deemed to be incomplete or non-responsive.

CITY OF LONG BEACH
SLUDGE MANAGEMENT SERVICES
FIGURES AND APPENDICES

FIGURE 1:	REGIONAL LOCATION MAP
FIGURE 2:	CITY LOCATION MAP
FIGURE 3:	PLANT SITE MAP
APPENDIX No. 1:	WASTEWATER PLANT INFLUENT DATA
APPENDIX No. 2:	SLUDGE PRODUCTION – MONTHLY QUANTITIES
APPENDIX No. 3:	CHEMICAL ANALYSIS OF SLUDGE
APPENDIX No.A:	CONTRACTOR EXEMPT PURCHASE CERTIFICATE
APPENDIX No. B:	CONTRACTOR LICENSING REQUIREMENTS

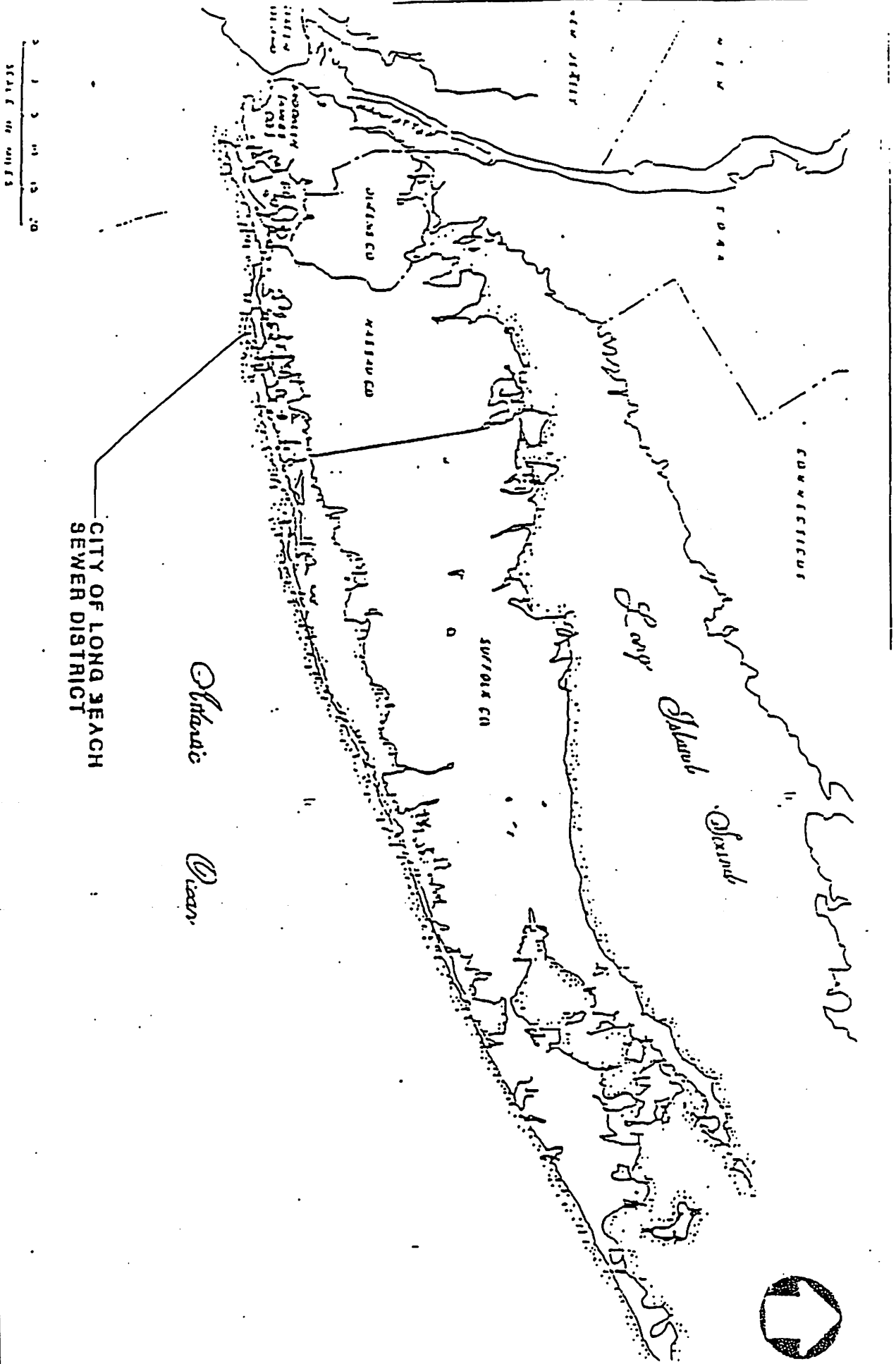
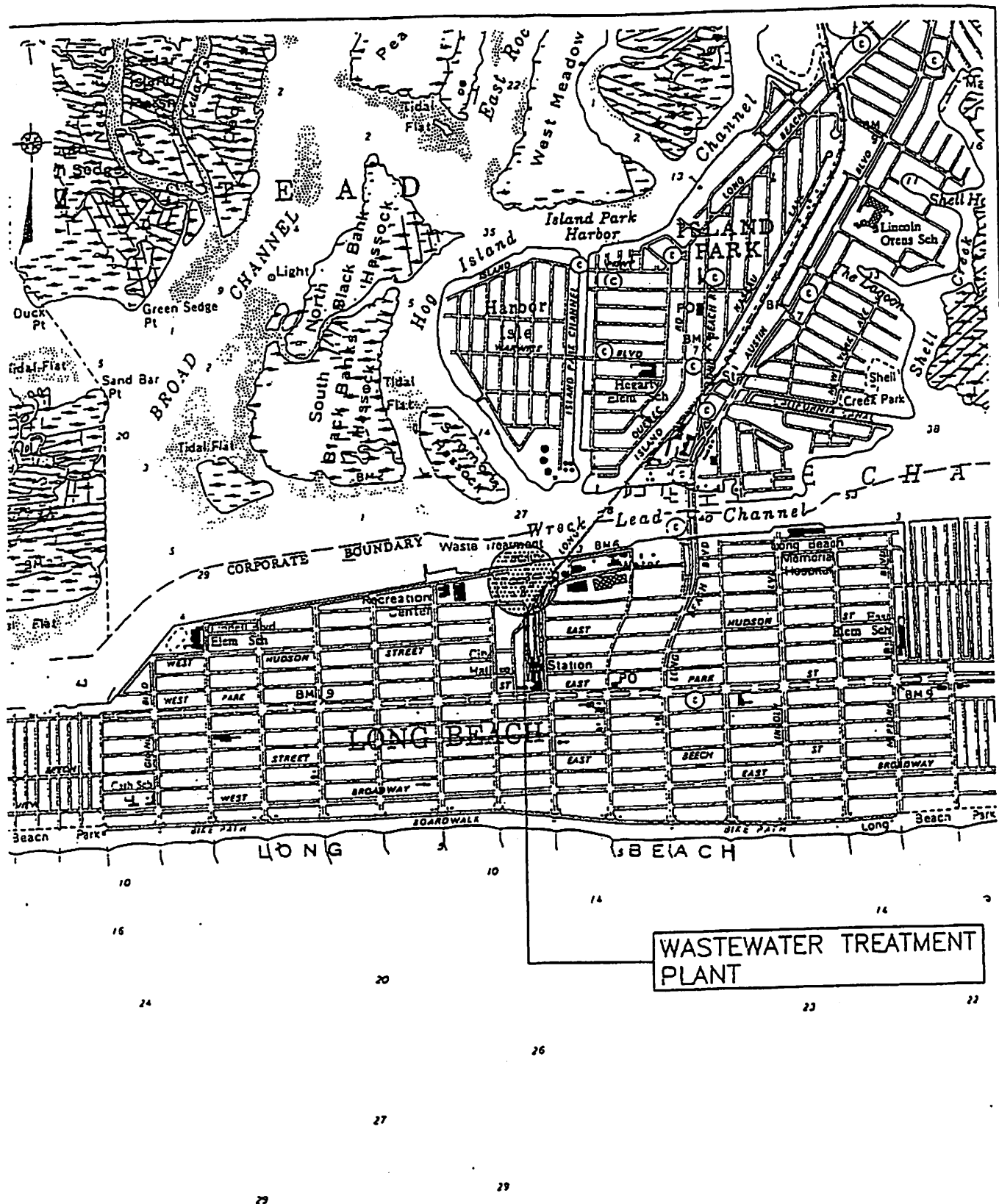


FIGURE 1 REGIONAL MAP



CITY OF LONG BEACH
WASTEWATER TREATMENT PLANT
LOCATION PLAN



Dvirka and Bartolucci
Consulting Engineers
A Division of William F. Cosulich Associates, P.C.

FIGURE NO. 2

Appendix NO. 1: Wastewater Treatment Plant Influent Data

Month	Maximum Influent Settleable Solids (mg/L)	Average Influent BOD (mg/L)	Average Influent Suspended Solids (mg/L)	Influent BOD Loading (lbs/day)	Influent Suspended Solids Loading (lbs/day)
2016					
January	16	114	167	3745	5487
February	25	94	157	3472	5800
March	43	119	176	3850	5695
April	37	105	146	3187	4432
May	20	113	153	3703	5014
June	16	113	153	3703	5014
July	21	100	166	3861	6409
August	16	95	154	3930	6370
September	29	92	175	3997	7603
October	14	344	121	3548	4298
November	43	102	163	3292	5261
December	28	106	136	3599	4662
Yearly Averages	26	125	156	3657	5504

Month	Maximum Influent Settleable Solids (mg/L)	Average Influent BOD (mg/L)	Average Influent Suspended Solids (mg/L)	Influent BOD Loading (lbs/day)	Influent Suspended Solids Loading (lbs/day)
2015					
January	13	125	129	4379	4519
February	39	136	143	4548	4782
March	29	133	131	4514	4643
April	40	155	166	4757	5095
May	19	158	180	4757	5419
June	26	138	199	4627	6672
July	60	135	154	4817	5536
August	36	138	164	4799	5704
September	17	122	175	4478	6422
October	54	91	150	3734	6155
November	62	108	182	3423	5768
December	14	101	158	3201	5007
Yearly Averages	34	128	161	4336	5477

Appendix NO. 2 Sludge Production-Monthly Totals

Month	Average M.G.D.	Dry Tons Dewatered Sludge
2016		
January	4.09	24.93
February	4.35	23.65
March	3.86	37.15
April	3.85	17.91
May	3.99	36.60
June	4.06	46.84
July	4.70	33.58
August	4.96	17.58
September	5.26	32.94
October	4.32	43.51
November	3.87	18.31
December	4.11	25.38
Yearly Averages	4.29	29.87
Yearly Totals		358.38

Month	Average M.G.D.	Dry Tons Dewatered Sludge
2015		
January	4.20	51.46
February	4.01	39.10
March	4.25	48.27
April	3.68	57.63
May	3.61	69.37
June	4.02	27.24
July	4.31	49.59
August	4.17	51.10
September	4.40	52.29
October	4.92	46.36
November	3.80	31.90
December	3.80	51.16
Yearly Averages	4.10	47.96
Yearly Totals		575.47

APPENDIX No. 3: CHEMICAL ANALYSIS OF SLUDGE

American Analytical Laboratories, LLC.

Date: 29-Mar-17

ELAP ID : 11418

CLIENT: Tully Environmental
Lab Order: 1703174
Project: Long Beach WWTP
Lab ID: 1703174-001A

Client Sample ID: Dewatered Sludge
Collection Date: 3/23/2017 4:50:00 PM
Matrix: SLUDGE

Certificate of Results

Analyses	Sample Result	LOD	LOQ	Qual	Units	DF	Date/Time Analyzed
TCLP MERCURY							
Mercury	ND	0.000500	0.0200	U	mg/L	1	Analyst: JP 3/28/2017 1:13:12 PM
TCLP HERBICIDES SW-846 8151A							
2,4,5-TP	ND	0.0010	0.0020	U	mg/L	1	Analyst: SB 3/28/2017 8:01:00 PM
2,4-D	ND	0.0010	0.0020	U	mg/L	1	3/28/2017 8:01:00 PM
Surr: 2,4-DCAA	72.5	0	20-152		%Rec	1	3/28/2017 8:01:00 PM
Surr: 2,4-DCAA	78.4	0	20-152		%Rec	1	3/28/2017 8:01:00 PM
TCLP PESTICIDES SW-846 8081							
Endrin	ND	0.0010	0.0020	U	mg/L	1	Analyst: SB 3/28/2017 4:55:00 PM
gamma-BHC	ND	0.0010	0.0020	U	mg/L	1	3/28/2017 4:55:00 PM
Heptachlor	ND	0.00050	0.0010	U	mg/L	1	3/28/2017 4:55:00 PM
Heptachlor epoxide	ND	0.00050	0.0010	U	mg/L	1	3/28/2017 4:55:00 PM
Methoxychlor	ND	0.0010	0.0020	U	mg/L	1	3/28/2017 4:55:00 PM
Toxaphene	ND	0.020	0.050	U	mg/L	1	3/28/2017 4:55:00 PM
Chlordane	ND	0.0020	0.0050	U	mg/L	1	3/28/2017 4:55:00 PM
Surr: DCB	72.1	0	14-152		%Rec	1	3/28/2017 4:55:00 PM
Surr: DCB	80.7	0	14-152		%Rec	1	3/28/2017 4:55:00 PM
Surr: TCX	72.1	0	14-143		%Rec	1	3/28/2017 4:55:00 PM
Surr: TCX	66.5	0	14-143		%Rec	1	3/28/2017 4:55:00 PM
TCLP METALS							
aluminum	0.0821	0.00500	0.0500		mg/L	1	Analyst: JP 3/28/2017 10:38:08 AM
Boron	0.271	0.00500	0.0500		mg/L	1	3/28/2017 10:38:08 AM
Iron	129	0.00500	0.0500		mg/L	1	3/28/2017 10:38:08 AM
Manganese	2.12	0.00500	0.0500		mg/L	1	3/28/2017 10:38:08 AM
Molybdenum	0.00751	0.00500	0.0500	J	mg/L	1	3/28/2017 10:38:08 AM
Tin	ND	0.0100	0.0500	U	mg/L	1	3/28/2017 12:42:17 PM
Titanium	ND	0.00500	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Antimony	ND	0.0100	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Arsenic	ND	0.0100	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Barium	0.994	0.200	0.500		mg/L	1	3/28/2017 10:38:08 AM
Beryllium	ND	0.00500	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Cadmium	ND	0.00500	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM

American Analytical Laboratories, LLC., 56 Toledo Street, Farmingdale, New York, Zip - 11735
Tel - (631) 454-8100 Fax - (631) 454-8027 www.american-analytical.com



American Analytical Laboratories, LLC.

Date: 29-Mar-17

ELAP ID : 11418

CLIENT: Tully Environmental
Lab Order: 1703174
Project: Long Beach WWTP
Lab ID: 1703174-001A

Client Sample ID: Dewatered Sludge
Collection Date: 3/23/2017 4:50:00 PM
Matrix: SLUDGE

Certificate of Results

Analyses	Sample Result	LOD	LOQ	Qual	Units	DF	Date/Time Analyzed
TCLP METALS							
			SW1311/6010C	SW3010A			Analyst: JP
Chromium	ND	0.00500	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Copper	ND	0.00500	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Lead	0.0163	0.00500	0.0500	J	mg/L	1	3/28/2017 10:38:08 AM
Nickel	0.303	0.00500	0.0500		mg/L	1	3/28/2017 10:38:08 AM
Selenium	ND	0.0100	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Silver	0.0322	0.00500	0.0500	J	mg/L	1	3/28/2017 10:38:08 AM
Thallium	ND	0.0150	0.0500	U	mg/L	1	3/28/2017 10:38:08 AM
Zinc	0.321	0.00500	0.0500		mg/L	1	3/28/2017 10:38:08 AM
TCLP SEMIVOLATILES SW-846 8270							
			SW1311/8270D	SW3510C			Analyst: MH
2,4,5-Trichlorophenol	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
2,4,6-Trichlorophenol	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
2,4-Dinitrotoluene	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
2-Methylphenol	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
3+4-Methylphenol	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
Hexachlorobenzene	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
Hexachlorobutadiene	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
Hexachloroethane	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
Nitrobenzene	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
Pentachlorophenol	ND	0.010	0.10	U	mg/L	1	3/27/2017 6:22:00 PM
Pyridine	ND	0.0050	0.050	U	mg/L	1	3/27/2017 6:22:00 PM
Surr: 2,4,6-Tribromophenol	77.2	0	28-138		%Rec	1	3/27/2017 6:22:00 PM
Surr: 2-Fluorobiphenyl	87.8	0	20-138		%Rec	1	3/27/2017 6:22:00 PM
Surr: 2-Fluorophenol	74.3	0	11-130		%Rec	1	3/27/2017 6:22:00 PM
Surr: 4-Terphenyl-d14	89.5	0	28-141		%Rec	1	3/27/2017 6:22:00 PM
Surr: Nitrobenzene-d5	81.4	0	18-143		%Rec	1	3/27/2017 6:22:00 PM
Surr: Phenol-d6	69.8	0	11-149		%Rec	1	3/27/2017 6:22:00 PM
TCLP VOLATILES							
			SW1311/8260C	SW5030C			Analyst: LA
1,1-Dichloroethene	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
1,2-Dichloroethane	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
1,4-Dichlorobenzene	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
2-Butanone	ND	0.020	0.10	DU	mg/L	20	3/28/2017 1:30:00 AM
Benzene	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM

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Tel - (631) 454-6100 Fax - (631) 454-8027 www.american-analytical.com



American Analytical Laboratories, LLC.

Date: 29-Mar-17

ELAP ID : 11418

CLIENT: Tully Environmental
Lab Order: 1703174
Project: Long Beach WWTP
Lab ID: 1703174-001A

Client Sample ID: Dewatered Sludge
Collection Date: 3/23/2017 4:50:00 PM
Matrix: SLUDGE

Certificate of Results

Analyses	Sample Result	LOD	LOQ	Qual	Units	DF	Date/Time Analyzed
TCLP VOLATILES			SW1311/8260C	SW5030C			Analyst: LA
Carbon tetrachloride	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
Chlorobenzene	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
Chloroform	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
Tetrachloroethene	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
Trichloroethene	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
Vinyl chloride	ND	0.010	0.040	DU	mg/L	20	3/28/2017 1:30:00 AM
Surr: 4-Bromofluorobenzene	98.2	0	62-132	D	%Rec	20	3/28/2017 1:30:00 AM
Surr: Dibromofluoromethane	94.8	0	72-131	D	%Rec	20	3/28/2017 1:30:00 AM
Surr: Toluene-d8	101	0	58-131	D	%Rec	20	3/28/2017 1:30:00 AM
IGNITABILITY/FLASHPOINT SW-846 1020			SW1020				Analyst: STP
Ignitability	ND	65.0	140	U	°F	1	3/24/2017 4:59:26 PM
SOIL/WASTE PH MEASURED IN WATER			SW9045D				Analyst: JaP
pH	7.58	0.500	1.00		pH Units	1	3/28/2017 4:29:43 PM
TCLP PH			SW9040C				Analyst: JaP
pH	4.97	0	0		pH Units	1	3/28/2017 9:00:00 AM
TEMPERATURE			M2550 B				Analyst: JaP
Temp at which pH was measured	20.0	0	0		°C	1	3/28/2017 4:30:23 PM
REACTIVE CYANIDE			SW9014				Analyst: STP
Reactive Cyanide	ND	0.0500	0.100	U	mg/Kg	1	3/27/2017 11:20:03 AM
REACTIVE SULFIDE			SW7.3.4.2				Analyst: STP
Reactive Sulfide	ND	1.00	2.00	U	mg/Kg	1	3/27/2017 4:15:37 PM

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American Analytical Laboratories, LLC.

Date: 29-Mar-17

ELAP ID : 11418
CLIENT: Tully Environmental
Lab Order: 1703174
Project: Long Beach WWTP
Lab ID: 1703174-001B

Client Sample ID: Dewatered Sludge
Collection Date: 3/23/2017 4:50:00 PM
Matrix: SLUDGE

Certificate of Results

Analyses	Sample Result	LOD	LOQ	Qual	Units	DF	Date/Time Analyzed
PCB'S AS AROCLORS SW-846 METHOD 8082			SW8082A	SW3546	Analyst: SB		
Aroclor 1016	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1221	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1232	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1242	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1248	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1254	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1260	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1262	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Aroclor 1268	ND	67	130	U	µg/Kg-dry	1	3/29/2017 5:07:00 AM
Surr: DCB	19.2	0	11-146		%Rec	1	3/29/2017 5:07:00 AM
Surr: DCB	17.8	0	11-146		%Rec	1	3/29/2017 5:07:00 AM
Surr: TCX	32.9	0	11-147		%Rec	1	3/29/2017 5:07:00 AM
Surr: TCX	34.1	0	11-147		%Rec	1	3/29/2017 5:07:00 AM
PERCENT MOISTURE			D2216	Analyst: JaP			
Percent Moisture	85.0	0	1.00		wt%	1	3/24/2017 5:00:00 PM
TOTAL SOLIDS			D2216	Analyst: JaP			
Percent Solids	15.0	0	0		wt%-dry	1	3/24/2017 5:00:00 PM
TOTAL VOLATILE SOLIDS			M2540 G	Analyst: JaP			
Total Volatile Solids	45.8	0	0		wt%	1	3/29/2017 9:00:00 AM
OIL & GREASE BY EPA METHOD 1664A			SW9071B	Analyst: JaP			
HEM (Oil & Grease)	5330	33.3	66.7		mg/Kg-dry	1	3/28/2017 11:00:00 AM
PAINT FILTER			SW9095B	Analyst: JP			
Free Liquids	ND	0	0		Negative	1	3/28/2017

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American Analytical Laboratories, LLC.

Date: 29-Mar-17

ELAP ID : 11418

CLIENT: Tully Environmental
Lab Order: 1703174
Project: Long Beach WWTP
Lab ID: 1703174-001C

Client Sample ID: Dewatered Sludge
Collection Date: 3/23/2017 4:50:00 PM
Matrix: SLUDGE

Certificate of Results

Analyses	Sample Result	LOD	LOQ	Qual	Units	DF	Date/Time Analyzed
ASTM AMMONIA							Analyst: STP
Nitrogen, Ammonia as N	30.7	0.500	1.00	D	mg/L	20	3/27/2017 1:55:26 PM
ASTM CHEMICAL OXYGEN DEMAND							Analyst: JP
Chemical Oxygen Demand	208	20.0	20.0	D	mg/L	2	3/28/2017
ASTM EPA 1664A-OG							Analyst: JaP
HEM (Oil & Grease)	5.00	1.00	2.00		mg/L	1	3/28/2017 10:00:00 AM

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13108

Sample ID LCS-13108	SampType: LCS	TestCode: 8270_TCLP	Units: mg/L	Prep Date: 3/27/2017	RunNo: 23228						
Client ID: LCSS	Batch ID: 13108	TestNo: SW1311/8270 SW3510C		Analysis Date: 3/27/2017	SeqNo: 425422						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
2,4,5-Trichlorophenol	ND	0.050		0	0	47	120				U
2,4,6-Trichlorophenol	0.38	0.050	0.4000	0	90.0	37	137				
2,4-Dinitrotoluene	0.37	0.050	0.4000	0	93.7	28	149				
2-Methylphenol	ND	0.050		0	0	25	120				U
3+4-Methylphenol	ND	0.050		0	0	10	130				U
Hexachlorobenzene	0.39	0.050	0.4000	0	97.2	37	137				
Hexachlorobutadiene	0.38	0.050	0.4000	0	94.1	23	138				
Hexachloroethane	0.38	0.050	0.4000	0	89.3	18	135				
Nitrobenzene	0.38	0.050	0.4000	0	90.7	34	131				
Pentachlorophenol	0.33	0.10	0.4000	0	83.1	15	160				
Pyridine	ND	0.050		0	0	11	105				U
Surr: 2,4,6-Tribromophenol	0.35		0.4000		87.4	28	138				
Surr: 2-Fluorobiphenyl	0.18		0.2000		89.5	20	138				
Surr: 2-Fluorophenol	0.31		0.4000		78.6	11	130				
Surr: 4-Terphenyl-d14	0.18		0.2000		89.8	28	141				
Surr: Nitrobenzene-d5	0.17		0.2000		85.4	18	143				
Surr: Phenol-d8	0.29		0.4000		73.5	11	149				

Sample ID MB-13108	SampType: MBLK	TestCode: 8270_TCLP	Units: mg/L	Prep Date: 3/27/2017	RunNo: 23228						
Client ID: PBS	Batch ID: 13108	TestNo: SW1311/8270 SW3510C		Analysis Date: 3/27/2017	SeqNo: 425423						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
2,4,5-Trichlorophenol	ND	0.050									U
2,4,6-Trichlorophenol	ND	0.050									U
2,4-Dinitrotoluene	ND	0.050									U

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13108

Sample ID	MB-13108	SampType:	MBLK	TestCode:	8270_TCLP	Units:	mg/L	Prep Date:	3/27/2017	RunNo:	23228
Client ID:	PBS	Batch ID:	13108	TestNo:	SW1311/8270	SW3810C		Analysis Date:	3/27/2017	SeqNo:	425423
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
2-Methylphenol	ND	0.050									U
3+4-Methylphenol	ND	0.050									U
Hexachlorobenzene	ND	0.050									U
Hexachlorobutadiene	ND	0.050									U
Hexachloroethane	ND	0.050									U
Nitrobenzene	ND	0.050									U
Pentachlorophenol	ND	0.10									U
Pyridine	ND	0.050									U
Surr: 2,4,6-Tribromophenol	0.30		0.4000		74.5	28	138				
Surr: 2-Fluorobiphenyl	0.19		0.2000		98.5	20	138				
Surr: 2-Fluorophenol	0.34		0.4000		84.8	11	130				
Surr: 4-Torphenyl-d14	0.20		0.2000		102	28	141				
Surr: Nitrobenzene-d5	0.17		0.2000		84.1	18	143				
Surr: Phenol-d8	0.31		0.4000		77.9	11	149				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample matrix temperature is out of limit as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13109

Sample ID	LCS-13109	SampType:	LCS	TestCode:	8081_TCLP	Units:	mg/L	Prep Date:	3/27/2017	RunNo:	23279
Client ID:	LCSS	Batch ID:	13109	TestNo:	SW1311/8081	SW3510C		Analysis Date:	3/28/2017	SeqNo:	426038
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Endrin	0.0019	0.0020	0.002000	0	84.1	33	143				J
gamma-BHC	0.0018	0.0020	0.002000	0	81.5	23	147				J
Heptachlor	0.0017	0.0010	0.002000	0	82.8	25	149				
Heptachlor epoxide	0.0017	0.0010	0.002000	0	85.4	25	152				
Toxaphene	ND	0.0050		0	0	26	134				U
Chlordane	ND	0.0050		0	0	40	148				U
Surr: DCB	0.0038		0.005000		78.7	14	152				
Surr: TCX	0.0043		0.005000		85.3	14	143				

Sample ID	MB-13109	SampType:	MBLK	TestCode:	8081_TCLP	Units:	mg/L	Prep Date:	3/27/2017	RunNo:	23279
Client ID:	PBS	Batch ID:	13109	TestNo:	SW1311/8081	SW3510C		Analysis Date:	3/28/2017	SeqNo:	426039
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Endrin	ND	0.0020									U
gamma-BHC	ND	0.0020									U
Heptachlor	ND	0.0010									U
Heptachlor epoxide	ND	0.0010									U
Toxaphene	ND	0.0050									U
Chlordane	ND	0.0050									U
Surr: DCB	0.0038		0.005000		71.3	14	152				
Surr: TCX	0.0038		0.005000		72.5	14	143				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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QC SUMMARY REPORT

WC#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13109

Sample ID	LCS-13109	SampType:	LCS	TestCode:	8081_TCLP	Units:	mg/L	Prep Date:	3/27/2017	RunNo:	23280	
Client ID:	LCSS	Batch ID:	13109	TestNo:	SW1311/8081	SW3510C		Analysis Date:	3/28/2017	SeqNo:	426063	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Methoxychlor		0.0023	0.0020	0.002000	0	116	30	146				P
Surr: DCB		0.0046		0.005000		90.6	14	162				
Surr: TCX		0.0044		0.005000		87.8	14	143				

Sample ID	MB-13109	SampType:	MBLK	TestCode:	8081_TCLP	Units:	mg/L	Prep Date:	3/27/2017	RunNo:	23280	
Client ID:	PBS	Batch ID:	13109	TestNo:	SW1311/8081	SW3510C		Analysis Date:	3/28/2017	SeqNo:	428064	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Methoxychlor		ND	0.0020									U
Surr: DCB		0.0041		0.005000		81.2	14	162				
Surr: TCX		0.0039		0.005000		77.2	14	143				

Qualifiers: R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits W Sample container temperature is out of limit as is

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13119

Sample ID	LCS-13119	SampType	LCS	TestCode	8260_TCLP	Units	mg/L	Prep Date	3/27/2017	RunNo	23284
Client ID	LCSS	Batch ID	13119	TestNo	SW1311/8260 SW5030C			Analysis Date	3/27/2017	SeqNo	425924
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethane	0.75	0.040	1.000	0	74.7	49	139				D
1,2-Dichloroethane	0.68	0.040	1.000	0	67.8	28	145				D
1,4-Dichlorobenzene	0.64	0.040	1.000	0	63.7	32	125				D
Benzene	0.70	0.040	1.000	0	70.2	48	137				D
Carbon tetrachloride	0.73	0.040	1.000	0	72.5	50	135				D
Chlorobenzene	0.67	0.040	1.000	0	67.4	42	121				D
Chloroform	0.69	0.040	1.000	0	68.9	44	136				D
Tetrachloroethene	0.64	0.040	1.000	0	63.5	34	120				D
Trichloroethane	0.69	0.040	1.000	0	69.0	52	121				D
Vinyl chloride	0.92	0.040	1.000	0	91.6	52	148				D
Sum: 4-Bromofluorobenzene	0.99		1.000		98.6	62	132				D
Sum: Dibromofluoromethane	0.98		1.000		97.8	72	131				D
Sum: Toluene-d8	1.0		1.000		101	58	131				D

Sample ID	MB-13119	SampType	MBLK	TestCode	8260_TCLP	Units	mg/L	Prep Date	3/27/2017	RunNo	23284
Client ID	PBS	Batch ID	13119	TestNo	SW1311/8260 SW5030C			Analysis Date	3/27/2017	SeqNo	425925
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethane	ND	0.040									DU
1,2-Dichloroethane	ND	0.040									DU
1,4-Dichlorobenzene	ND	0.040									DU
2-Butanone	ND	0.10									DU
Benzene	ND	0.040									DU
Carbon tetrachloride	ND	0.040									DU
Chlorobenzene	ND	0.040									DU

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13119

Sample ID	MB-13119	SampType	MBLK	TestCode	8260_TCLP	Units	mg/L	Prep Date	3/27/2017	RunNo	23264
Client ID	PBS	Batch ID	13119	TestNo	SW1311/8260 SW5030C			Analysis Date	3/27/2017	SeqNo	425925
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chloroform	ND	0.040									DU
Tetrachloroethene	ND	0.040									DU
Trichloroethene	ND	0.040									DU
Vinyl chloride	ND	0.040									DU
Surr: 4-Bromofluorobenzene	0.88		1.000		97.8	62	132				D
Surr: Dibromofluoromethane	0.94		1.000		94.1	72	131				D
Surr: Toluene-d8	1.0		1.000		101	58	131				D

Sample ID	1703174-001AMS	SampType	MS	TestCode	8260_TCLP	Units	mg/L	Prep Date	3/27/2017	RunNo	23264
Client ID	Dewatered Sludge	Batch ID	13119	TestNo	SW1311/8260 SW5030C			Analysis Date	3/28/2017	SeqNo	425931
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	0.70	0.040	1.000	0	69.8	29	118				D
1,2-Dichloroethene	0.72	0.040	1.000	0	72.0	28	120				D
1,4-Dichlorobenzene	0.68	0.040	1.000	0	67.8	35	110				D
Benzene	0.72	0.040	1.000	0	71.8	27	116				D
Carbon tetrachloride	0.68	0.040	1.000	0	67.7	27	123				D
Chlorobenzene	0.71	0.040	1.000	0	71.0	33	120				D
Chloroform	0.72	0.040	1.000	0	72.2	29	128				D
Tetrachloroethene	0.60	0.040	1.000	0	59.9	20	125				D
Trichloroethene	0.67	0.040	1.000	0	67.3	24	122				D
Vinyl chloride	0.68	0.040	1.000	0	65.7	20	141				D
Surr: 4-Bromofluorobenzene	0.88		1.000		98.4	62	132				D
Surr: Dibromofluoromethane	0.99		1.000		99.2	72	131				D
Surr: Toluene-d8	1.0		1.000		102	58	131				D

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13119

Sample ID	1703174-001AMS	SampType: MS	TestCode: 8260_TCLP	Units: mg/L	Prep Date: 3/27/2017	RunNo: 23284					
Client ID:	Dewatered Sludge	Batch ID: 13119	TestNo: SW1311/8260 SW5030C		Analysis Date: 3/28/2017	SeqNo: 425931					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual

Sample ID	1703174-001AMSD	SampType: MSD	TestCode: 6260_TCLP	Units: mg/L	Prep Date: 3/27/2017	RunNo: 23284					
Client ID:	Dewatered Sludge	Batch ID: 13119	TestNo: SW1311/8260 SW5030C		Analysis Date: 3/28/2017	SeqNo: 425932					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
1,1-Dichloroethene	0.67	0.040	1.000	0	67.3	29	118	0.6960	3.33	20	D
1,2-Dichloroethene	0.70	0.040	1.000	0	70.1	28	120	0.7169	2.70	20	D
1,4-Dichlorobenzene	0.68	0.040	1.000	0	65.9	35	110	0.6778	2.72	20	D
Benzene	0.70	0.040	1.000	0	70.1	27	116	0.7162	2.09	20	D
Carbon tetrachloride	0.68	0.040	1.000	0	65.8	27	123	0.6770	2.82	20	D
Chlorobenzene	0.68	0.040	1.000	0	67.8	33	120	0.7102	4.90	20	D
Chloroform	0.70	0.040	1.000	0	70.3	29	128	0.7224	2.78	20	D
Tetrachloroethene	0.57	0.040	1.000	0	56.8	20	125	0.5990	5.70	20	D
Trichloroethene	0.65	0.040	1.000	0	64.8	24	122	0.6730	4.09	20	D
Vinyl chloride	0.83	0.040	1.000	0	83.1	20	141	0.8568	3.08	20	D
Sur: 4-Bromofluorobenzene	0.88		1.000		97.7	82	132		0	0	D
Sur: Dibromofluoromethane	1.0		1.000		100	72	131		0	0	D
Sur: Toluene-d8	1.0		1.000		101	58	131		0	0	D

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13125

Sample ID	LCS-13125	SampType	LCS	TestCode	6092_S	Units	µg/Kg	Prep Date	3/29/2017	RunNo	23284
Client ID	LCSS	Batch ID	13125	TestNo	SW8082A	SW3548		Analysis Date	3/29/2017	SeqNo	426087
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aroclor 1016	39	20	49.29	0	78.2	28	148				
Aroclor 1221	ND	20		0	0	30	140				U
Aroclor 1232	ND	20		0	0	30	140				U
Aroclor 1242	ND	20		0	0	25	140				U
Aroclor 1248	ND	20		0	0	30	140				U
Aroclor 1254	ND	20		0	0	25	145				U
Aroclor 1262	ND	20		0	0	30	140				U
Aroclor 1268	ND	20		0	0	30	140				U
Sum: DCB	18		24.84		71.2	11	148				
Sum: TCX	18		24.84		73.0	11	147				

Sample ID	MB-13125	SampType	MBLK	TestCode	6092_S	Units	µg/Kg	Prep Date	3/29/2017	RunNo	23284
Client ID	PBS	Batch ID	13125	TestNo	SW8082A	SW3548		Analysis Date	3/29/2017	SeqNo	426088
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aroclor 1016	ND	20									U
Aroclor 1221	ND	20									U
Aroclor 1232	ND	20									U
Aroclor 1242	ND	20									U
Aroclor 1248	ND	20									U
Aroclor 1254	ND	20									U
Aroclor 1260	ND	20									U
Aroclor 1262	ND	20									U
Aroclor 1268	ND	20									U
Sum: DCB	15		24.79		60.2	11	148				

Qualifiers: R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits W Sample container temperature is out of limit as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13125

Sample ID MB-13125	SampType: MBLK	TestCode: 8082_S	Units: µg/Kg	Prep Date: 3/23/2017	RunNo: 23284						
Client ID: PBS	Batch ID: 13125	TestNo: SW8082A	SW3548	Analysis Date: 3/29/2017	SeqNo: 428088						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Surr: TCX	16		24.78		62.9	11	147				

Qualifiers: R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits W Sample container temperature is out of limit as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13125

Sample ID	LCS-13125	SampType	LCS	TestCode	8082_S	Units	µg/Kg	Prep Date	3/28/2017	RunNo	23285			
Client ID	LCSS	Batch ID	13125	TestNo	SW8082A	SW3548		Analysis Date	3/29/2017	SeqNo	428098			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aroclor 1260		48		20	49.29	0		97.4	20	149				
Sum: DCB		19			24.84			77.4	11	148				
Sum: TCX		20			24.84			79.9	11	147				

Sample ID: MB-13125	SampType: MBLK	TestCode: 8082_S	Units: %Rec	Prep Date: 3/28/2017	RunNo: 23285						
Client ID: PBS	Batch ID: 13125	TestNo: SW8082A	SW3548	Analysis Date: 3/29/2017	SeqNo: 428099						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sum: DCB	18		24.79		85.7	11	148				
Sum: TCX	17		24.79		87.5	11	147				

Qualifiers: R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits W Sample container temperature is out of limit as up

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13127

Sample ID	LCS-13127	SampType	LCS	TestCode	8151_TCLP	Units	mg/L	Prep Date	3/28/2017	RunNo	23278			
Client ID	LCSS	Batch ID	13127	TestNo	SW1311/8151	SW8151A		Analysis Date	3/28/2017	SeqNo	428022			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
2,4,5-TP		0.0076		0.0020	0.01000	0		76.0	32	144				
Surr: 2,4-DCAA		0.0036			0.005000			72.6	20	152				

Sample ID	MB-13127	SampType	MBLK	TestCode	8151_TCLP	Units	%Rec	Prep Date	3/28/2017	RunNo	23278			
Client ID	PBS	Batch ID	13127	TestNo	SW1311/8151	SW8151A		Analysis Date	3/28/2017	SeqNo	428023			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Surr: 2,4-DCAA		0.0048			0.005000			95.6	20	152				P

Qualifiers: R RPD outside accepted recovery limits S Spike Recovery outside accepted recovery limits W Sample container temperature is out of limit as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13127

Sample ID	LCS-13127	SampType:	LCS	TestCode:	8151_TCLP	Units:	mg/L	Prep Date:	3/28/2017	RunNo:	23277			
Client ID:	LCSS	Batch ID:	13127	TestNo:	SW1311/8151	SW8151A		Analysis Date:	3/28/2017	SeqNo:	426012			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
2,4-D		0.0062		0.0020	0.01000	0		62.0	33	148				
Sum: 2,4-DCAA		0.0031			0.005000			61.4	20	152				

Sample ID	MB-13127	SampType	MBLK	TestCode	8151_TCLP	Units	mg/L	Prep Date	3/28/2017	RunNo	23277			
Client ID	PBS	Batch ID	13127	TestNo	SW1311/8151	SW8151A		Analysis Date	3/28/2017	SeqNo	426013			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
2,4,5-TP		ND		0.0020										U
2,4-D		ND		0.0020										U
Sum: 2,4-DCAA		0.0029			0.005000			57.9	20	152				P

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limits up

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

Batch ID: 13140

Sample ID	MBT032717A	SampType	MBLK	TestCode	TCLP_HG	Units	mg/L	Prep Date	3/27/2017	RunNo	23252			
Client ID	PBS	Batch ID	13140	TestNo	SW1311/7470	SW7470A		Analysis Date	3/28/2017	SeqNo	425873			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Mercury		ND		0.0200										U

Sample ID	LCST032717A	SampType	LCS	TestCode	TCLP_HG	Units	mg/L	Prep Date	3/27/2017	RunNo	23252			
Client ID	LCSS	Batch ID	13140	TestNo	SW1311/7470	SW7470A		Analysis Date	3/28/2017	SeqNo	425874			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Mercury		0.00414		0.0200	0.004000	0		104	84	123				J

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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American Analytical Laboratories, LLC.
56 Toledo Street
Farmingdale, New York 11735
TEL: (631) 454-6100 FAX: (631) 454-8027
Website: www.American-Analytical.com

QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13141

Sample ID	MBT032717A	SampType: MBLK	TestCode: ICPSCAN_TC	Units: mg/L	Prep Date: 3/27/2017	RunNo: 23257					
Client ID: PBS	Batch ID: 13141	TestNo: SW1311/5010	SW3010A	Analysis Date: 3/28/2017	SeqNo: 425884						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Tin	ND	0.0500									U

Sample ID	LCST032717A	SampType	LCS	TestCode	ICPSCAN_TC	Units	mg/L	Prep Date	3/27/2017	RunNo	23257			
Client ID	LCSS	Batch ID	13141	TestNo	SW1311/5010	SW3010A		Analysis Date	3/28/2017	SeqNo	425885			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Tin		2.05		0.0500	2.000	0		103	0	0				S

Qualifiers:

R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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American Analytical Laboratories, LLC.
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Website: www.American-Analytical.com

QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

Batch ID: 13141

Sample ID	MBT032717A	SampType	MBLK	TestCode	ICPSCAN_TC	Units	mg/L	Prep Date	3/27/2017	RunNo	23266
Client ID	PBS	Batch ID	13141	TestNo	SW1311/6010	SW3010A		Analysis Date	3/28/2017	SeqNo	425833
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Arsenic	ND	0.0500									U
Barium	ND	0.500									U
Cadmium	ND	0.0500									U
Chromium	ND	0.0500									U
Copper	ND	0.0500									U
Lead	ND	0.0500									U
Nickel	ND	0.0500									U
Selenium	ND	0.0500									U
Silver	ND	0.0500									U
Zinc	ND	0.0500									U

Sample ID	LCST032717A	SampType	LCS	TestCode	ICPSCAN_TC	Units	mg/L	Prep Date	3/27/2017	RunNo	23266
Client ID	LCSS	Batch ID	13141	TestNo	SW1311/6010	SW3010A		Analysis Date	3/28/2017	SeqNo	425834
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Arsenic	1.88	0.0500	2.000	0	99.2	80	120				
Barium	3.81	0.500	4.000	0	95.4	80	120				
Cadmium	2.09	0.0500	2.000	0	105	80	120				
Chromium	2.11	0.0500	2.000	0	106	80	120				
Copper	1.97	0.0500	2.000	0	99.7	80	120				
Lead	2.07	0.0500	2.000	0	104	80	120				
Nickel	2.03	0.0500	2.000	0	102	80	120				
Selenium	2.14	0.0500	2.000	0	107	80	120				
Silver	2.07	0.0500	2.000	0	103	80	120				
Zinc	2.13	0.0500	2.000	0	106	80	120				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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American Analytical Laboratories, LLC.
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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: 13141

Sample ID	LCST032717A	SampType	LCS	TestCode	ICPSCAN_TC	Units	mg/L	Prep Date	3/27/2017	RunNo	23256
Client ID	LCSS	Batch ID	13141	TestNo	SW1311/0010	SW3010A		Analysis Date	3/28/2017	SeqNo	425834
Analyte		Result		PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD RPDLimit Qual

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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American Analytical Laboratories, LLC.
 56 Toledo Street
 Farmingdale, New York 11735
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 Website: www.American-Analytical.com

QC SUMMARY REPORT

WO#: 1703174
 29-Mar-17

Client: Tully Environmental
 Project: Long Beach WWTP

BatchID: R22210

Sample ID	LOD A#830 1PPB S	SampType: LOD	TestCode: 8982_S	Units: µg/Kg	Prep Date:	RunNo: 22210					
Client ID:	BatchQC	Batch ID: R22210	TestNo: SW8082A		Analysis Date: 2/8/2017	SeqNo: 407271					
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aroclor 1016	ND	20	1.000	0	0	28	148				SU
Aroclor 1221	ND	20		0	0	30	140				U
Aroclor 1232	ND	20		0	0						U
Aroclor 1242	ND	20		0	0						U
Aroclor 1248	ND	20		0	0						U
Aroclor 1254	ND	20		0	0						U
Aroclor 1260	ND	20	1.000	0	0	20	149				SU
Aroclor 1262	ND	20		0	0						U
Aroclor 1268	ND	20		0	0						U
Sum: DCB	48		50.00		93.0	11	148				
Sum: TCX	48		50.00		92.1	11	147				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as is

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: R23206

Sample ID	PBS170327B	SampType	MBLK	TestCode	RCN_S	Units	mg/Kg	Prep Date		RunNo	23208	
Client ID	PBS	Batch ID	R23206	TestNo	SW8014			Analysis Date	3/27/2017	SeqNo	425230	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Reactive Cyanide		ND	0.100									U

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: R23212

Sample ID: PBL	SampType: MBLK	TestCode: NH3_ASTM	Units: mg/L	Prep Date:	RunNo: 23212						
Client ID: PBS	Batch ID: R23212	TestNo: L10-107-8-1B		Analysis Date: 3/27/2017	SeqNo: 425501						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Nitrogen, Ammonia as N	ND	0.0500									U

Sample ID: LCSL	SampType: LCS	TestCode: NH3_ASTM	Units: mg/L	Prep Date:	RunNo: 23212						
Client ID: LCSS	Batch ID: R23212	TestNo: L10-107-8-1B		Analysis Date: 3/27/2017	SeqNo: 425502						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Nitrogen, Ammonia as N	1.31	0.0500	1.200	0	109	80	120				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limits as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: R23217

Sample ID	MB-R23217	SampType	MBLK	TestCode	RS_S	Units	mg/Kg	Prep Date		RunNo	23217		
Client ID	PBS	Batch ID	R23217	TestNo	SW7.3.4.2			Analysis Date	3/27/2017	SeqNo	425331		
Analyte		Result		PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Reactive Sulfide		ND		2.00									U

Sample ID	LCS-R23217	SampType	LCS	TestCode	RS_S	Units	mg/Kg	Prep Date		RunNo	23217		
Client ID	LCSS	Batch ID	R23217	TestNo	SW7.3.4.2			Analysis Date	3/27/2017	SeqNo	425332		
Analyte		Result		PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Reactive Sulfide		10.4		2.00	10.00	0	104	50	120				

Qualifiers:

R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample monitor temperature is out of limit as sp

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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: R23229

Sample ID: MB-R23229	SampType: MBLK	TestCode: COD_W	Units: mg/L	Prep Date:	RunNo: 23229						
Client ID: PBW	Batch ID: R23229	TestNo: E410.4 Rev2.		Analysis Date: 3/28/2017	SeqNo: 425429						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chemical Oxygen Demand	ND	10.0									U

Sample ID: LCS-R23229	SampType: LCS	TestCode: COD_W	Units: mg/L	Prep Date:	RunNo: 23229						
Client ID: LCSW	Batch ID: R23229	TestNo: E410.4 Rev2.		Analysis Date: 3/28/2017	SeqNo: 426430						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Chemical Oxygen Demand	49.8	10.0	50.00	0	99.8	90	110				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample contains component not in test as up

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QC SUMMARY REPORT

WO#: 1703174

29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: R23246

Sample ID MB-R23246	SampType: MBLK	TestCode: 1684_OG_AS	Units: mg/L	Prep Date:	RunNo: 23246						
Client ID: PBW	Batch ID: R23246	TestNo: E1684A		Analysis Date: 3/28/2017	SeqNo: 425574						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
HEM (Oil & Grease)	ND	2.00									U

Sample ID	LCS-R23246	SampType:	LCS	TestCode:	1684_OG_AS	Units:	mg/L	Prep Date:		RunNo:	23246			
Client ID:	LCSW	Batch ID:	R23246	TestNo:	E1684A			Analysis Date:	3/28/2017	SeqNo:	425575			
Analyte		Result		PQL	SPK value	SPK Ref Val		%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
HEM (Oil & Grease)		133		2.00	150.0	0		88.7	80	120				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

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American Analytical Laboratories, LLC.
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QC SUMMARY REPORT

WO#: 1703174
29-Mar-17

Client: Tully Environmental
Project: Long Beach WWTP

BatchID: R23248

Sample ID	MB-R23248	SampType	MBLK	TestCode	1684_OG_S	Units	mg/Kg	Prep Date:		RunNo:	23248		
Client ID:	PBS	Batch ID:	R23248	TestNo:	SW9071B			Analysis Date:	3/28/2017	SeqNo:	425582		
Analyte		Result		PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
HEM (Oil & Grease)		ND		10.0									U

Sample ID	LCS-R23248	SampType	LCS	TestCode	1684_OG_S	Units	mg/Kg	Prep Date:		RunNo:	23248	
Client ID:	LCSS	Batch ID:	R23248	TestNo:	SW9071B			Analysis Date:	3/28/2017	SeqNo:	425583	
Analyte		Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
HEM (Oil & Grease)		135	10.0	150.0	0	90.0	80	120				

Qualifiers: R RPD outside accepted recovery limits

S Spike Recovery outside accepted recovery limits

W Sample container temperature is out of limit as up

Original
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City of Long Beach
 One West Chester Street
 Long Beach, NY 11561

Attn To : Bill Notholt

Collected : 11/5/2015 11:00:00 AM

Received : 11/5/2015 2:45:00 PM

Collected By MM99

Additional sample volume received 11/19/15

LABORATORY RESULTS

Results for the samples and analytes requested

The lab is not directly responsible for the integrity of the sample before receipt at the lab and is responsible only for the certified tests requested.

Sample Information:

Type : Sludge

Origin: Other

Lab No. : 1511432-001A

Client Sample ID: SLUDGE CAKE

Analytical Method: SW1311/8270D :		Prep Method: 3510C		Prep Date: 11/24/2015 5:55:50 PM		Analyst: GMV	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
1,4-Dichlorobenzene	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
2,4,5-Trichlorophenol	< 0.0250		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
2,4,6-Trichlorophenol	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
2,4-Dinitrotoluene	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
2-Methylphenol	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
3-Methylphenol/4-Methylphenol	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Hexachlorobenzene	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Hexachlorobutadiene	< 0.0100	S	1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Hexachloroethane	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Nitrobenzene	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Pentachlorophenol	< 0.0250		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Pyridine	< 0.0100		1	mg/L	11/25/2015 2:57 PM	Container-01 of 01	
Surr: 1,2-Dichlorobenzene-d4	47.0		1	%REC Limit 16-110	11/25/2015 2:57 PM	Container-01 of 01	
Surr: 2,4,6-Tribromophenol	83.5		1	%REC Limit 10-123	11/25/2015 2:57 PM	Container-01 of 01	
Surr: 2-Chlorophenol-d4	50.5		1	%REC Limit 33-110	11/25/2015 2:57 PM	Container-01 of 01	
Surr: 2-Fluorobiphenyl	60.1		1	%REC Limit 43-116	11/25/2015 2:57 PM	Container-01 of 01	
Surr: 2-Fluorophenol	19.9	S	1	%REC Limit 21-110	11/25/2015 2:57 PM	Container-01 of 01	
Surr: 4-Terphenyl-d14	81.2		1	%REC Limit 33-141	11/25/2015 2:57 PM	Container-01 of 01	
Surr: Nitrobenzene-d5	58.6		1	%REC Limit 35-114	11/25/2015 2:57 PM	Container-01 of 01	
Surr: Phenol-d5	15.6		1	%REC Limit 10-110	11/25/2015 2:57 PM	Container-01 of 01	

Analytical Method: SW1311/8151A :		Prep Method: SW1311/8151		Prep Date: 11/20/2015 9:27:06 AM		Analyst: MJM	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
2,4,5-TP (Silvex)	< 0.0025		1	mg/L	11/24/2015 12:51 AM	Container-01 of 01	
2,4-D	< 0.0050		1	mg/L	11/24/2015 12:51 AM	Container-01 of 01	
Surr: DCAA	49.9		1	%REC Limit 38-121	11/24/2015 12:51 AM	Container-01 of 01	

Analytical Method: SW1311/7470A :		Prep Method: SW7470		Prep Date: 11/24/2015 7:45:00 AM		Analyst: BC	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Mercury	< 0.00020		1	mg/L	11/24/2015 4:46 PM	Container-01 of 01	

Qualifiers: E = Value above quantitation range, Value estimated.

B = Found in Blank

D.F. = Dilution Factor D = Results for Dilution

H = Received/analyzed outside of analytical holding time

+ = NYSDOH ELAP does not offer certification for this analyte / matrix / method

c = Calibration acceptability criteria exceeded for this analyte

r = Reporting limit below calibration range. Value estimated.

J = Estimated value - below calibration range

S = Recovery outside of control limits for this analyte

N = Indicates presumptive evidence of compound

Date Reported : 12/7/2015

Stu Murrell
 Sr. Project Manager : Stu Murrell

Test results meet the requirements of NELAC unless otherwise noted.

This report shall not be reproduced except in full, without the written approval of the laboratory.



City of Long Beach
 One West Chester Street
 Long Beach, NY 11561
 Attn To : Bill Notholt

Collected : 11/5/2015 11:00:00 AM
 Received : 11/5/2015 2:45:00 PM
 Collected By MM99

LABORATORY RESULTS
 Results for the samples and analytes requested
 The lab is not directly responsible for the integrity of the sample before receipt at the lab and is responsible only for the certified tests requested.
 Lab No. : 1511432-001A
 Client Sample ID: SLUDGE CAKE

Sample Information:
 Type : Sludge
 Origin: Other

Analytical Method: SW1311/6010C :					Prep Method: SW3005A		Prep Date: 11/23/2015 2:00:00 PM		Analyst: CGZ	
Parameter(s)	Results	Qualifier	D.F.	Units			Analyzed:		Container:	
Arsenic	< 0.020		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Barium	0.237		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Cadmium	< 0.005		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Chromium	0.055		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Copper	0.093		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Lead	0.052		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Nickel	0.347		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Selenium	0.038		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Silver	< 1.00		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	
Zinc	0.415		1	mg/L			11/24/2015 4:41 AM		Container-01 of 01	

Analytical Method: SW1311/8081B :					Prep Method: 3510C		Prep Date: 11/20/2015 5:55:41 PM		Analyst: JS	
Parameter(s)	Results	Qualifier	D.F.	Units			Analyzed:		Container:	
Chlordane	< 0.0020		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
Endrin	< 0.00020		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
gamma-BHC	< 0.00010		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
Heptachlor	< 0.00010		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
Heptachlor epoxide	< 0.00010		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
Methoxychlor	< 0.0010		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
Toxaphene	< 0.010		1	mg/L			11/23/2015 2:28 PM		Container-01 of 01	
Surr: Decachlorobiphenyl	84.0		1	%REC	Limit 30-150		11/23/2015 2:28 PM		Container-01 of 01	
Surr: Tetrachloro-m-xylene	77.4		1	%REC	Limit 30-150		11/23/2015 2:28 PM		Container-01 of 01	

Qualifiers: E = Value above quantitation range, Value estimated.

B = Found In Blank

D.F. = Dilution Factor D = Results for Dilution

H = Received/analyzed outside of analytical holding time

+ = NYSDOH ELAP does not offer certification for this analyte / matrix / method

c = Calibration acceptability criteria exceeded for this analyte

r = Reporting limit below calibration range. Value estimated.

J = Estimated value - below calibration range

S = Recovery outside of control limits for this analyte

N = Indicates presumptive evidence of compound

Date Reported : 12/7/2015

Stu Murrell
 Sr. Project Manager : Stu Murrell

Test results meet the requirements of NELAC unless otherwise noted.

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City of Long Beach
 One West Chester Street
 Long Beach, NY 11561
 Attn To : Bill Notholt

Collected : 11/5/2015 11:00:00 AM
 Received : 11/5/2015 2:45:00 PM
 Collected By MM99

LABORATORY RESULTS
 Results for the samples and analytes requested
 The lab is not directly responsible for the integrity of the sample before receipt at the lab and is responsible only for the certified tests requested.
 Lab No. : 1511432-001A
 Client Sample ID: SLUDGE CAKE

Sample Information:
 Type : Sludge
 Origin: Other

Analytical Method: SW1311/8260C :				Prep Date: 11/11/2015 3:16:48 PM		Analyst: MF	
Parameter(s)	Results	Qualifier	D.F.	Units	Analized:	Container:	
1,1-Dichloroethene	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
1,2-Dichloroethane	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
1,4-Dichlorobenzene	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
2-Butanone	0.012		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Benzene	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Carbon tetrachloride	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Chlorobenzene	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Chloroform	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Tetrachloroethene	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Trichloroethene	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Vinyl chloride	< 0.010		1	mg/L	11/18/2015 1:26 PM	Container-01 of 01	
Surr: 1,2-dichloroethane-d4	114		1	%REC Limit 53-183	11/18/2015 1:26 PM	Container-01 of 01	
Surr: 4-Bromofluorobenzene	105		1	%REC Limit 52-124	11/18/2015 1:26 PM	Container-01 of 01	
Surr: Toluene-d8	90.1		1	%REC Limit 60-135	11/18/2015 1:26 PM	Container-01 of 01	

Qualifiers: E = Value above quantitation range, Value estimated.

B = Found in Blank

D.F. = Dilution Factor D = Results for Dilution

H = Received/analyzed outside of analytical holding time

+ = NYSDOH ELAP does not offer certification for this analyte / matrix / method

c = Calibration acceptability criteria exceeded for this analyte

r = Reporting limit below calibration range, Value estimated.

J = Estimated value - below calibration range

S = Recovery outside of control limits for this analyte

N = Indicates presumptive evidence of compound

Date Reported : 12/7/2015

Stu Murrell
 Sr. Project Manager : Stu Murrell

Test results meet the requirements of NELAC unless otherwise noted.

This report shall not be reproduced except in full, without the written approval of the laboratory.



City of Long Beach
 One West Chester Street
 Long Beach, NY 11561
 Attn To : Bill Notholt

Collected : 11/5/2015 11:00:00 AM
 Received : 11/5/2015 2:45:00 PM
 Collected By MM89

LABORATORY RESULTS
 Results for the samples and analytes requested
 The lab is not directly responsible for the integrity of the sample before receipt at the lab and is responsible only for the certified tests requested.
 Lab No. : 1511432-001B
 Client Sample ID: SLUDGE CAKE

Sample Information:
 Type : Sludge

Origin: Other

Analytical Method: SW8081B :		Prep Method: SW3545A		Prep Date: 11/16/2015 12:30:20 PM		Analyst: JS	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
4,4'-DDD	< 0.018		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
4,4'-DDE	< 0.018		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
4,4'-DDT	< 0.018	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Aldrin	0.025		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
alpha-BHC	< 0.0091		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
alpha-Chlordane	0.024		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
beta-BHC	< 0.0091		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
delta-BHC	< 0.0091	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Dieldrin	< 0.018	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Endosulfan I	< 0.0091	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Endosulfan II	< 0.018	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Endosulfan sulfate	0.034	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Endrin	< 0.018		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Endrin aldehyde	< 0.018	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Endrin ketone	< 0.018		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
gamma-BHC	< 0.0091		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
gamma-Chlordane	0.14		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Heptachlor	< 0.0091	S	1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Heptachlor epoxide	< 0.0091		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Methoxychlor	< 0.091		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Toxaphene	< 0.91		1	mg/Kg-dry	11/24/2015 10:26 PM	Container-01 of 01	
Surr: Decachlorobiphenyl	89.7		1	%REC Limit 30-150	11/24/2015 10:26 PM	Container-01 of 01	
Surr: Tetrachloro-m-xylene	39.6		1	%REC Limit 30-150	11/24/2015 10:26 PM	Container-01 of 01	

Qualifiers: E = Value above quantitation range, Value estimated.

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Date Reported : 12/7/2015

Stu Murrell
 Sr.Project Manager : Stu Murrell

Test results meet the requirements of NELAC unless otherwise noted.

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Pace Analytical

575 Broad Hollow Road, Melville, NY 11747
TEL: (831) 694-3040 FAX: (831) 420-8436
NYSDOH ID#10478 www.pacelabs.com

City of Long Beach
One West Chester Street
Long Beach, NY 11581

Attn To : Bill Notholt

Collected : 11/5/2015 11:00:00 AM

Received : 11/5/2015 2:45:00 PM

Collected By MM99

LABORATORY RESULTS

Results for the samples and analytes requested

The lab is not directly responsible for the integrity of the sample before receipt at the lab and is responsible only for the certified tests requested.

Lab No. : 1511432-001B
Client Sample ID: SLUDGE CAKE

Sample Information:

Type : Sludge

Origin: Other

Analytical Method: SW8082A :		Prep Method: SW3545A		Prep Date: 11/16/2015 12:30:20 PM		Analyst: JS	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Aroclor 1016	< 0.18		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Aroclor 1221	< 0.36		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Aroclor 1232	< 0.18		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Aroclor 1242	< 0.18		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Aroclor 1248	< 0.18		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Aroclor 1254	< 0.18		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Aroclor 1260	< 0.18		1	mg/Kg-dry	11/25/2015 10:48 AM	Container-01 of 01	
Surr. Decachlorobiphenyl	51.3		1	%REC Limit 30-150	11/25/2015 10:48 AM	Container-01 of 01	
Surr. Tetrachloro-m-xylene	45.6		1	%REC Limit 30-150	11/25/2015 10:48 AM	Container-01 of 01	

Analytical Method: SW7.3.3.2 :		Prep Method: SW7.3.3.2		Prep Date: 11/11/2015 11:00:47 AM		Analyst: JDLR	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Reactive Cyanide	< 99.6	+	1	mg/Kg	11/11/2015 2:20 PM	Container-01 of 01	

Analytical Method: E410.4 :						Analyst: VaS	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Chemical Oxygen Demand	207,000	D	+	40 mg/Kg-dry	11/24/2015	Container-01 of 01	

Analytical Method: SW5095B :						Analyst: MM	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Free Liquids	Absent		1	P/A	11/08/2015 6:35 AM	Container-01 of 01	

Analytical Method: SW1010A :						Analyst: Sub	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Ignitability	N.I.		1	°C	12/03/2015	Container-01 of 01	

Analytical Method: E350.1 :						Analyst: bka	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Nitrogen, Ammonia (As N)	3,180	D	+	100 mg/Kg-dry	11/30/2015 1:22 PM	Container-01 of 01	

Analytical Method: SW9045D :						Analyst: JL	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
pH	7.5	+	1	pH Units	11/08/2015 4:29 PM	Container-01 of 01	

Analytical Method: D2216 :						Analyst: JL	
Parameter(s)	Results	Qualifier	D.F.	Units	Analyzed:	Container:	
Percent Moisture	81.4		1	wt%	11/08/2015 4:31 PM	Container-01 of 01	

Qualifiers: E = Value above quantitation range, Value estimated.

B = Found in Blank

D.F. = Dilution Factor D = Results for Dilution

H = Received/analyzed outside of analytical holding time

+= NYSDOH ELAP does not offer certification for this analyte / matrix / method

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J = Estimated value - below calibration range

S = Recovery outside of control limits for this analyte

N = Indicates presumptive evidence of compound

Date Reported : 12/7/2015

Stu Murrell

Sr.Project Manager : Stu Murrell

Test results meet the requirements of NELAC unless otherwise noted.

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City of Long Beach
 One West Chester Street
 Long Beach, NY 11561

Attn To : Bill Notholt

Collected : 11/5/2015 11:00:00 AM

Received : 11/5/2015 2:45:00 PM

Collected By MM99

Additional sample volume received 11/19/15

LABORATORY RESULTS

Results for the samples and analytes requested

The lab is not directly responsible for the integrity of the sample before receipt at the lab and is responsible only for the certified tests requested.

Sample Information:

Type : Sludge

Origin: Other

Lab No. : 1511432-001B

Client Sample ID: SLUDGE CAKE

Analytical Method: SW7.3.4.2 :					Analyst: JDLR
Parameter(s)	Results	Qualifier	D.F.	Units	Container
Reactive Sulfide	< 100	+	1	mg/Kg	11/11/2015 5:14 PM Container-01 of 01
Analytical Method: SM2540G :					Analyst: JL
Parameter(s)	Results	Qualifier	D.F.	Units	Container
Total Solids	18.6	+	1	wt%	11/08/2015 4:31 PM Container-01 of 01
Analytical Method: SM2540G :					Analyst: JL
Parameter(s)	Results	Qualifier	D.F.	Units	Container
Total Volatile Solids	60.3	+	1	wt%	11/08/2015 4:31 PM Container-01 of 01

Qualifiers: E = Value above quantitation range, Value estimated.

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J = Estimated value - below calibration range

S = Recovery outside of control limits for this analyte

N = Indicates presumptive evidence of compound

Date Reported : 12/7/2015

Stu Murrell

Sr.Project Manager : Stu Murrell

Test results meet the requirements of NELAC unless otherwise noted.

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CITY OF LONG BEACH
DEPARTMENT OF PUBLIC WORKS
WEST CHESTER STREET
LONG BEACH, NY 11561

APPENDIX A TAX LAW CERTIFICATION REQUIREMENT

Laws 2004, Chapter 60, Part N Tax Law 5-a, requires that contractors, prior to approval of contracts valued at more than \$15,000, certify that they, their affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the contractors, affiliates, Subcontractors and the affiliates of their subcontractors have made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, during the four quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made. Contractors must also certify, at specified intervals during the terms of multi-year contracts and those contracts subject to renewal upon expiration of an initial or renewal term, that they as well as their affiliates, subcontractors and subcontractors' affiliates making sales delivered within New York State have a valid certificate of authority to collect New York State and local sales and compensating use taxes.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from trade or business is not subject to the withholding tax on partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividend accounts only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and amounts for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account (file).) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CITY OF LONG BEACH
DEPARTMENT OF PUBLIC WORKS
1 WEST CHESTER STREET
LONG BEACH, NY 11561

APPENDIX B CONTRACTOR LICENSING REQUIREMENTS

All contractors and their subcontractors installing concrete sidewalks, curbs, driveways, footings, etc will be required to obtain a license from the Office of the City Clerk. The appropriate form is enclosed.

LICENSE NO: _____

LICENSE FEE: \$300.00

GENERAL CONTRACTOR

DATE PAID: _____

RECEIPT NO: _____



City of Long Beach
Office of the City Clerk
1 West Chester Street, Long Beach, NY 11561 • (516) 431-1002



APPLICATION FOR MERCANTILE LICENSE - GENERAL CONTRACTOR

CHECK ONE: ☐ NEW APPLICATION ☐ RENEWAL

PLEASE PRINT

DATE: _____

STATE OF NEW YORK)

COUNTY OF NASSAU) SS

I SOLEMNLY SWEAR TO THE TRUTH OF THE FOLLOWING STATEMENTS:

Trade Name: _____

Corporate Name: _____

Business Address: _____

Telephone No: _____ Fax No: _____

E-mail: _____

Type Of Business: _____

Please list owner(s) name / corporate officers below:

NAME	ADDRESS (Street, City, State, Zip)	DATE OF BIRTH	TITLE	TEL #
------	------------------------------------	---------------	-------	-------

Have any of the above been convicted of a crime? _____ If yes, explain: _____

Are there any facts which differ from the information given last year? _____ If so, state _____

BE SURE TO INCLUDE WITH THIS APPLICATION:

- Copy of Certificate of General Liability Insurance in the amount of \$1,000,000. The City of Long Beach is to be listed as the "Certificate Holder".
- Copy of Certificate of Workers' Compensation Insurance or a Certificate of Attestation of Exemption (Form CE-200) and Compliance with the Disability Benefits Law.
- Copy of current Nassau County License issued by the Department of Consumer Affairs. (Not required for Commercial-Only Contractors)
- A list of five (5) recent jobs which should include NAME, ADDRESS, TYPE OF WORK PERFORMED and APPROXIMATE COST (New Applicants Only).
- A check or money order for \$300.00 made payable to City of Long Beach.

THIS IS A 2-SIDED FORM. PLEASE COMPLETE BOTH SIDES.

In consideration of being granted the license applied for, I hereby agree to comply with all the rules and regulations of the Police Department, the laws of the City of Long Beach, State of New York, and other proper authorities. I also understand that any violation of said rules and regulations or laws may result in the suspension or revocation of license.

SWORN TO BEFORE ME THIS _____ DAY

TRADE NAME _____

OF _____, 20____

PRINT NAME and TITLE _____

NOTARY PUBLIC _____

SIGNATURE _____

NAME

ADDRESS

TEL #

Please attach a copy of a valid registration for each vehicle

OFFICE USE ONLY

Slicker #

Year

Make/Model

License Plate #



New York State Department of Taxation and Finance
New York State and Local Sales and Use Tax

Contractor Exempt Purchase Certificate

ST-120.1

(1/11)

To be used only by contractors who are registered with the Tax Department for sales tax purposes.

To vendors:

You must collect tax on any sale of taxable property or services unless the contractor gives you a properly completed exempt purchase certificate not later than 90 days after the property is sold or service is rendered. In addition, you must keep the certificate for at least three years, as explained in the instructions.

This form cannot be used to purchase motor fuel or diesel motor fuel exempt from tax.

To contractors and vendors: read the instructions on pages 3 and 4 carefully before completing or accepting this certificate.

Name of seller	Name of purchasing contractor
Street address	Street address
City State ZIP code	City State ZIP code

1. I have been issued a New York State Certificate of Authority, _____, to collect New York State and local sales and use tax, and that certificate has not expired or been suspended or revoked.
(enter your sales tax identification number)

2. The tangible personal property or service being purchased will be used on the following project:

located at _____

for and with _____

pursuant to prime contract dated _____

3. These purchases are exempt from sales and use tax because:

(Mark an X in the appropriate box; for further explanation, see items A through N in the instructions on pages 3 and 4.)

- ☐ A. The tangible personal property will be used in the above project to create a building or structure or to improve real property or to maintain, service, or repair a building, structure, or real property, owned by an organization exempt under Tax Law section 1116(a). (For example, New York State government entities, United States governmental entities, United Nations and any international organization of which the United States is a member, certain posts or organizations of past or present members of the armed forces, and certain nonprofit organizations and Indian nations or tribes that have received New York State sales tax exempt organization status). The tangible personal property will become an integral component part of such building, structure, or real property.
- ☐ B. The tangible personal property is production machinery and equipment, and it will be incorporated into real property.
- ☐ C. The tangible personal property will be used:
- in an Internet data center; or
 - directly and predominantly in connection with telecommunications services for sale or Internet access services for sale; or
 - directly and predominantly by a television or radio broadcaster in connection with producing or transmitting live or recorded programs.
- ☐ D. The tangible personal property, including production machinery and equipment, is for installation in the above project and will remain tangible personal property after installation.
- ☐ E. The tangible personal property will be used predominantly either in farm production or in a commercial horse boarding operation, or in both.

Note: This certificate is not valid unless the purchaser completes the certification on page 2.

- ☐ F. The machinery or equipment will be used directly and predominantly to control, prevent, or abate pollution or contaminants from manufacturing or industrial facilities.
- ☐ G. The tangible personal property is residential solar energy systems equipment. (Note: Item G purchases are exempt from the 4% New York State tax rate and from the 3/8% MCTD rate. Item G purchases may be exempt from local taxes. See instructions.)
- ☐ H. The tangible personal property will be used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S; *Tangible Personal Property Purchased for Leased Commercial Office Space in Lower Manhattan*, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located, and where such property is purchased during the first year of the qualifying tenant's lease and delivered to the leased premises no later than 90 days after the end of that first year.
- ☐ I. The tangible personal property is machinery or equipment used directly and predominantly in loading, unloading, and handling cargo at a qualified marine terminal facility in New York City. This exemption does not apply to the local tax in New York City.
- ☐ J. The services are for the project described in line 2 on page 1 and will be resold. (This includes trash removal services in connection with repair services to real property.)
- ☐ K. The services are to install, maintain, service, or repair tangible personal property used in an Internet data center, for telecommunication or Internet access services, or for radio or television broadcast production or transmission.
- ☐ L. The services are to install, maintain, service, or repair tangible personal property that will be used predominantly either in farm production or in a commercial horse boarding operation, or in both.
- ☐ M. The services are to install residential solar energy systems equipment.
- ☐ N. The services are to install tangible personal property purchased during the first year of the qualifying tenant's lease and delivered to the leased premises no later than 90 days after the end of that first year, that will be used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S.

Caution: Contractors may not use this certificate to purchase services exempt unless the services are resold to customers in connection with a project. Construction equipment, tools, and supplies purchased or rented for use in completing a project but that do not become part of the finished project may not be purchased exempt from tax through the use of this certificate.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchasing contractor	
Signature of owner, partner, or authorized person of purchasing contractor	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

Only a contractor who has a valid *Certificate of Authority* issued by the Tax Department may use this exempt purchase certificate. The contractor must present a properly completed certificate to the vendor to purchase tangible personal property, or to a subcontractor to purchase services tax exempt. This certificate is not valid unless all entries have been completed.

The contractor may use this certificate to claim an exemption from sales or use tax on tangible personal property or services that will be used in the manner specified in items A through N below. The contractor may not use this certificate to purchase tangible personal property or services tax exempt on the basis that Form ST-124, *Certificate of Capital Improvement*, has been furnished by the project owner to the contractor.

The contractor must use a separate Form ST-120.1, *Contractor Exempt Purchase Certificate*, for each project.

Purchase orders showing an exemption from the sales or use tax based on this certificate must contain the address of the project where the property will be used, as well as the name and address of the project owners (see page 1 of this form). Invoices and sales or delivery slips must also contain this information (name and address of the project for which the exempt purchases will be used or where the exempt services will be rendered, as shown on page 1 of this form).

Use of the certificate

This certificate may be used by a contractor to claim exemption from tax only on purchases of tangible personal property that is (Note: Unless otherwise stated, the customer must have the contractor a properly completed Form ST-121, *Exempt Use Certificate*.):

- A. Incorporated into real property under the terms of a contract entered into with an exempt organization that has furnished the contractor with a copy of Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, governmental purchase order, or voucher.
- B. Incorporated into real property and is production machinery or equipment.
- C. Used in one of the following situations:
 - Machinery, equipment, and other tangible personal property related to providing Web site services for sale to be installed in an Internet data center. (Examples of qualifying machinery, equipment, and tangible personal property include: computer system hardware, pre-written software, storage racks for computers, property relating to building systems designed for an Internet data center such as interior fiber optic and copper cable, property necessary to maintain the proper temperature and environment such as air filtration and air conditioning, property related to fire control, power generators, protective barriers, property that when installed will constitute raised flooring, and property related to providing security to the center.) The customer must furnish the contractor a completed Form ST-121.5, *Exempt Use Certificate for Operators of Internet Data Centers (Web Hosting)*.
 - Used directly and predominantly in the receiving, initiating, amplifying, processing, transmitting, re-transmitting, switching, or monitoring of switching of telecommunications services for sale, or Internet access service for sale.
 - Machinery, equipment, and other tangible personal property (including parts, tools, and supplies) used by a television or radio broadcaster directly and predominantly in the production and post-production

of live or recorded programs used by a broadcaster predominantly for broadcasting by the broadcaster either over-the-air or for transmission through a cable television or direct broadcast satellite system. (Examples of exempt machinery and equipment include cameras, lights, sets, costumes, and sound equipment.) This exemption also includes machinery, equipment, and other tangible personal property used by a broadcaster directly and predominantly to transmit live or recorded programs. (Examples of exempt machinery and equipment include amplifiers, transmitters, and antennas.)

- D. Installed or placed in the project in such a way that it remains tangible personal property after installation. No exemption certificate is required from the customer. However, the contractor must collect tax from its customer when selling such tangible personal property or related services to the customer, unless the customer gives the contractor an appropriate and properly completed exemption certificate.
- E. Used predominantly (more than 50%) either in farm production or in a commercial horse boarding operation, or in both, for which the customer has provided the contractor a completed Form ST-125, *Farmer's and Commercial Horse Boarding Operator's Exemption Certificate*. The exemption is allowed on tangible personal property whether or not the property is incorporated into a building or structure.
- F. Machinery or equipment used directly and predominantly to control, prevent, or abate pollution or contaminants from manufacturing or industrial facilities.
- G. Residential solar energy systems equipment. *Residential solar energy systems equipment* means an arrangement of or combination of components installed in a residence that utilizes solar radiation to produce energy designed to provide heating, cooling, hot water, and/or electricity. The exemption is allowed on the 4% New York State tax rate and where applicable, the 2% MCTD rate. The exemption does not apply to local taxes unless the locality specifically enacts the exemption. The customer must furnish the contractor a completed Form ST-121 by completing the box marked *Other (U.)*. For the definition of *residence* and for an exception relating to recreational equipment used for storage, as well as for other pertinent information, see TSB-M-05(1.1)S, *Sales and Use Tax Exemption for Residential Solar Energy Systems Equipment*.
- H. Delivered and used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Tangible Personal Property Purchased for Leased Commercial Office Space in Lower Manhattan*, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located, and where such property is purchased within the first year of the qualifying tenant's lease.
- I. Machinery and equipment used at qualified marine terminal facilities located in New York City. The machinery and equipment must be used directly and predominantly in loading, unloading, and handling cargo at marine terminal facilities located in New York City that handled more than 350,000 twenty foot equivalent units (TEUs) in 2003. For purposes of this exemption, the term *TEU* means a unit of volume equivalent to the volume of a twenty-foot container. This exemption does not apply to the local tax in New York City.

This certificate may also be used by a contractor to claim exemption from tax on the following services:

- J. Installing tangible personal property, including production machinery and equipment, that does not become a part of the real property upon installation.

Repairing real property, when the services are for the project named on page 1 of this form and will be resold.

Trash removal services rendered in connection with repair services to real property, if the trash removal services will be resold.

Note: Purchases of services for resale can occur between prime contractors and subcontractors or between two subcontractors. The retail seller of the services, generally the prime contractor, must charge and collect tax on the contract price, unless the project owner gives the retail seller of the service a properly completed exemption certificate.

- K. ~~Installing, maintaining, servicing, or repairing tangible~~ personal property used for Web hosting, telecommunication or Internet access services, or by a broadcaster (described in item C on page 3).
- L. Installing, maintaining, servicing, or repairing tangible personal property that will be used predominantly either in farm production or in a commercial horse boarding operation, or in both (described in item E on page 3).
- M. Installing residential solar energy systems equipment (described in item G on page 3).
- N. Installing tangible personal property delivered to and used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located.

To the purchaser

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;

- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

Do not accept this Form ST-120.1 unless all entries have been completed. The contractor must give you a properly completed exemption certificate no later than 90 days after delivery of the property or service; otherwise, the sale will be deemed to have been taxable at the time the transaction took place. When a certificate is received after the 90-day period, both the seller (vendor) and contractor assume the burden of proving that the sale was exempt, and both may have to provide additional substantiation.

Your failure to collect sales or use tax, as a result of accepting an improperly completed exemption certificate or receiving the certificate more than 90 days after the sale, will make you personally liable for the tax plus any penalty and interest charges due.

You must keep this exemption certificate for at least three years after the due date of the last return to which it relates, or after the date when the return was filed, if later. You must also maintain a method of associating an exempt sale made to a particular customer with the exemption certificate you have on file for that customer.

Caution: You will be subject to additional penalties if you sell tangible personal property or services subject to tax, or purchase or sell tangible personal property for resale, without possessing a valid *Certificate of Authority*. In addition to the criminal penalties imposed under the New York State Tax Law, you will be subject to a penalty of up to \$500 for the first day on which such a sale or purchase is made; plus up to \$200 for each subsequent day on which such a sale or purchase is made, up to the maximum allowed.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): If you have access to a TTY, contact us at (518) 485-5082. If you do not own a TTY, check with independent living centers or community action programs to find out where machines are available for public use.



Telephone assistance is available from
8:30 A.M. to 4:30 P.M. (eastern time),
Monday through Friday. (518) 485-9863

To order forms and publications: (518) 457-5431



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the Information center.

A.4 – Construction and Demolition Debris Contract – Atlas Roll-Off



CITY OF LONG BEACH

PURCHASING DEPARTMENT

1 WEST CHESTER STREET, ROOM 509

LONG BEACH, NY 11561

(516) 431-1006

FAX: (516) 431-1839

CONTRACT DOCUMENTS

FOR

BID PROPOSAL:

RENTAL OF 20 YARD ROLL-OFF

CONTAINERS & REMOVAL OF CONTENTS

June 15, 2017

**CITY OF LONG BEACH
NEW YORK**

CITY MANAGER

JACK SCHNIRMAN

CITY COUNCIL

LEN TORRES, PRESIDENT

**ANTHONY ERAMO, V.P.
SCOTT J. MANDEL**

**CHUMI R. DIAMOND
ANISSA D. MOORE**

CORPORATION COUNSEL

ROBERT M. AGOSTISI

ATTENTION*****

Read thoroughly "Instructions to Bidders" and the legal advertisement relative to bid and other details on submitting offers.

If bidder is a co-partnership, all partners must execute the bid, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If a bidder is a corporation, the President and Secretary shall execute the bid.

The Corporate Seal must be affixed.

In the event that this bid is executed by a Vice-President in lieu of the President, please attach hereto a certified copy of that section of Corporate By-Laws authorizing the Vice-President to execute contracts of this kind.

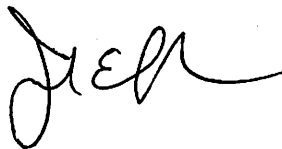
REQUEST FOR BIDDERS

PLEASE TAKE NOTICE that sealed bids will be received and opened in Room 509
Purchasing Dept., City Hall, Long Beach, N.Y. on June 15, 2017 at 11:00 AM for the following:

RENTAL OF 20 YARD ROLL-OFF CONTAINERS & REMOVAL OF CONTENTS

Specifications may be obtained on the City's website at www.longbeachny.gov or by contacting the Purchasing Dept., Room 509, City Hall, Long Beach, N.Y. (516-431-1006). The City of Long Beach reserves the right to reject any and all bids, to waive all formalities on same and to accept those bids which are in the best interest of the City of Long Beach.

Date: Long Beach, New York
May 24 2017



JACK SCHNIRMAN
City Manager

GENERAL INFORMATION FOR BIDDERS

1. It is the intention of this specification to describe the work to be done under this contract complete in every respect. Any additions, deletions or variations from the following specifications must be noted and explained in detail.
2. The information contained in the public "Notice to Bidders" and in these specifications, with approved "Exceptions", if any shall become an integral portion of the successful bidder's contract.
3. Bids received after the date/time specified for bid opening shall be considered late bids, and therefore, shall not be opened and/or considered for award.
4. Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work required under this contract and the restrictions attending the performance of the contract.
5. All submitted bids and bidders shall be subject to the specifications, conditions, rules and Local, State and Federal regulations.
6. The City of Long Beach hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color or national origin in consideration for an award.
7. Any changes to these specifications after signing of contract shall be by written agreement of both the bidder and the City of Long Beach.
8. The City of Long Beach reserves the right to reject any or all bids, to waive all formalities on same and to accept those bids which are to the best interest of the City of Long Beach.
9. Failure of the successful bidder to deliver in accordance with the specifications and terms herein stated, shall constitute sufficient reason for the cancellation of this contract.

10. The City will not accept bids from, nor award contract to anyone who cannot prove to the satisfaction of the City that he has sufficient experience in this type of work and is financially able and organized to successfully carry out the work covered by these specifications.
11. The City will not accept bids from, nor award a contract to anyone who provides any qualifying language in its response.

GENERAL REQUIREMENTS

1. SCOPE

The City of Long Beach is seeking bid proposals from responsible contractors and/or vendors to provide storage and transport of assorted debris including lumber, branches, rubber tires, grass clippings, cement, tide line debris, asphalt, brick, soil and dirt, etc. on an "as needed" basis for a period of one year with an option to renew for one additional year.

It is the City's intent that the work to be performed under this contract be scheduled at mutually acceptable times in accordance with the needs to the City and the availability of the contractor's equipment and personnel. In the event that a mutually acceptable schedule cannot be agreed upon, the needs of the City shall prevail.

2. SITE INFORMATION

The roll-off containers will be located in the Recycling Yard at Riverside Blvd. and Park Place, Long Beach, New York. Containers may sometimes be needed at other locations within Long Beach

3. SCOPE OF SERVICES

The contractor will be required to provide 20 yard roll-off containers for the storage of assorted debris including lumber, beach debris that may be contaminated with sand, branches, rubber tires, grass clippings, cement, tide line debris, asphalt, brick, etc.

When the container(s) are full, the contractor will be notified that a pickup is required. The contractor will be required to provide the City of Long Beach with an empty roll-off container and remove the debris. This storage area will be accessible from 7 A.M. to 2 P.M. Monday through Friday. The contractor will be required to service the roll-off container within twenty-four (24) hours (excluding weekends and holidays) of notification that it is full.

A designated representative of the City must sign a receipt when the roll-off is emptied.

It will be the responsibility of the contractor to provide documentation (actual scale house tickets with total and vehicle weights) as to the quantity of material in each roll off container. In addition, all payment requests must include the "City of Long Beach Reporting Form - Quantities of Material Collected" (see attachment) document completely filled out with the amount and type of waste generated as well as the quantity and size of containers used during the course of the contract. Payment requests will be processed monthly, with itemized bills submitted on or about the first of each month for the preceding month's activities. All payment requests shall include an itemized bill listing the number of containers that were utilized in the month. Such requests shall be directed to the attention of the Purchasing Agent, Purchasing Department.

****ANY BILLS SUBMITTED WITHOUT THE "CITY OF LONG BEACH REPORTING FORM - QUANTITIES OF MATERIALS COLLECTED" (COMPLETELY FILLED OUT) WILL NOT BE PROCESSED.**

4. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and copies of such insurance has been provided to and approved by the Owner the City of Long Beach, N.Y. Said insurance premiums are to be paid up front and not by installments; nor shall the Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance coverage. The required insurance coverage is as follows:

- (1) Workmen's Compensation Insurance - in accordance with the Laws of the State of New York.
- (2) Comprehensive General Liability Insurance - to protect the Contractor and any subcontractor performing work in connection with this contract from claims for damages for bodily injury (personal injury, sickness or disease, including death resulting therefrom, as well as injury claimed to be sustained resulting from false arrest, detention and/or imprisonment, malicious prosecution, libel, slander and/or wrongful entry), as well as from claims for property damage which may arise from operations connected with this contract, by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- (a) Bodily Injury: \$1,000,000 each person;
\$1,000,000 each occurrence.
- (b) Property Damage: \$ 300,000 each occurrence;
\$1,000,000 Aggregate.

The parties to this agreement specifically and without ambiguity agree that they shall hold the City harmless and provide complete indemnity and defense to the City for any and all claims and suits for personal injury, property damage, other tort or contract, which may be brought against the City of Long Beach, (including wrongful death or any other claim).

This complete and absolute duty to indemnify the City shall apply in any instance in which any person shall allege that the other parties to the contract were involved or connected in any manner with the damages alleged by the claimant, regardless of whether the claimant's claims, or alleged manner of involvement of the parties with the claims, shall have any merit.

To avoid any problem of interpretation, the parties agree that the mere allegation on the part of a claimant that the City was connected in any manner with the claim shall trigger the other parties' duty to provide legal defense and indemnity to the City.

This duty to indemnify the City shall apply even if it should be proven or adjudicated that the City's negligence was the sole proximate cause of the claimant's loss.

In order to protect the general public and claimants in general, the other parties to this agreement shall purchase a contract of general liability insurance (amounts of coverage specified elsewhere in this agreement) naming the City of Long Beach as an additional named insured. The policy shall also recite that this particular indemnity agreement is included within its coverage.

In the event that a claim arises against the City which is connected in any way with the other parties to this agreement, and it shall be found that the other parties to this agreement failed to purchase insurance coverage sufficient to fully protect the City for the claim, then the other parties agree to be liable to the City for full indemnity for any judgment rendered against the City, including the costs of defense of the claim.

For the purpose of determining which claims against the City shall be indemnified by the other parties, the following shall be included but not limited to:

Claims arising out of:

1. any performance directly called for by this agreement
2. any performance by a party which is necessarily related to performance under this agreement
3. any act of any employee of a party in the scope of his employment
4. any claim arising out of the physical condition of the premises, its fixtures and appurtenances
5. any condition of any item or object on the premises
6. the actual, intended or permitted use of the premises
7. the condition of any sidewalk or walkway, curb or gutter, or physical walking surface of any kind located within twenty feet of the vertical surface of any structure used by the other parties
8. the condition of any street or sidewalk or other walking surface within the area in which the parties perform work under this agreement

...shall all be subject to indemnification by the other parties to the City.

The intention of the parties, for purposes of further clarification, is that because the parties are providing for insurance coverage for the benefit of all parties, all the other parties to this agreement waive any claim for contribution or indemnity against the City in any claim for damages brought by a claimant.

In the event of any ambiguity as to whether a particular claim requires the other parties to this agreement to indemnify the City, the parties agree that all ambiguities shall be resolved in favor of indemnification to the City.

In the event of any conflict between this indemnification clause and any other portion of this agreement, this indemnification clause shall supersede the conflicting provisions.

Proof of Carriage of Insurance

The Contractor shall furnish the Owner with copies of all insurance policies, each of which shall contain the following provision:

Such insurance shall not be canceled, terminated, modified or changed by either Contractor or Insurance Company, except on 30 days prior notice sent by the Insurance Company via registered mail to the City. All notices of any insurance must be forwarded to:

Purchasing Department
City of Long Beach
Long Beach, New York 11561

SCHEDULE OF COSTING
VENDOR ACKNOWLEDGMENT

<u>Description</u>	<u>Cost</u>
Rental of 20 yard Roll-Off Container and Disposal of Contents AS PER BID SPECIFICATIONS	\$_____ (per pull)

FIRM: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

[illegible]

CITY OF LONG BEACH

LONG BEACH, NEW YORK

Bid submitted by: _____

NAME

ADDRESS

TELEPHONE

to furnish _____
in accordance with specifications attached, it being further understood that the CITY reserves the right to make an award on the basis of quotations received for any item or the aggregate total for all items on which quotations are received.

TO: City Purchasing Agent
City of Long Beach
1 West Chester Street
Long Beach, NY 11561

The undersigned, desiring to submit a bid to furnish _____

for the City of Long Beach, New York, does hereby accept all terms, conditions and agreements contained and set forth in the Notice to Bidders, Information for Bidders and Specifications and the undersigned does hereby certify, agree and propose as follows:

The undersigned declares that he has examined all of the attached documents and hereby proposes and agrees that, if this bid is accepted, he will contract with the City to supply said materials and services and to perform the specified work in the manner and time required pursuant to the attached documents.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid, each party thereto, certifies, under the penalty of perjury, that to the best of each of their knowledge and belief:

- A. That the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting

competition as to any matter relating to such prices with any other bidder or with any competitor; and

- B. That unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, by the bidder to any other bidder or to any competitor, prior to opening of all bids upon this proposal; and
- C. That no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
- D. That neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Long Beach or any person interested in the proposed contract; and
- E. That the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

Enclosed is bid bond or depositor' check (IF CALLED FOR IN BID) certified by (name of bank of deposit)_____ in the amount of_____ made payable to the City Treasurer, City of Long Beach, as a proposal guarantee which it is understood will be forfeited in case the contractor fails to comply with the requirements of the specifications.

(SIGN ATTACHED PAGE AND/OR PAGES)

SIGNATURES

(If an individual)

Date _____, 20____

Signature of Bidder _____ (Seal)
(Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

SUBSCRIBED AND SWORN TO before me

this _____ day of _____, 20____

(If a co-partnership)

Date _____, 20____

Firm Name _____(Seal)

By_____

Business Address_____

Name and Address of all Members of the Firm: _____

SUBSCRIBED AND SWORN to before me

This _____ day of _____, 20____

Notary Public

(If a corporation)

Date _____, 20____

Corporate Name _____

By _____
President

Business Address _____

CORPORATE SEAL

President _____

Vice President _____

Secretary _____

Treasurer _____

Attest _____
Secretary

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20____

Notary Public

INSTRUCTIONS TO BIDDERS

1. General:

Read all documents contained in the bid specifications.

Upon submitting a proposal, each bidder shall be assumed to have made a careful examination of the conditions and specifications and to have fully informed himself as to any special conditions, contracts and/or other documents.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. No bids will be accepted after the designated time or date indicated in the bid specifications.

All bids must be filled out in ink or be typewritten. Bids submitted in pencil may be rejected as unresponsive. In the case of a discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

The competency and responsibility of bidders will be considered in determining whether a bidder is qualified to perform the services or items required for the purpose of making the award.

The City may reject any and/or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part there-to. Further no bid will be considered which contains any letters or memorandum modifying the bid, or which is not properly executed, or which is not accompanied with bid security in the form and amount as set forth herein. In case of discrepancy between the numerical number and written number, the written number will be controlling and will be considered to be the actual bid of the bidder.

No oral, telegraph, or telephone bids or modifications will be considered.

2. Submission of Proposals

All prospective bidders shall submit sealed proposals.

The sealed envelope submitted by the prospective bidder shall carry the following information on the FACE of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the City Purchasing Agent, the bidders shall be responsible for their delivery to the City Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered. Under no circumstances is it necessary to submit the technical specifications with the bid.

3. Receipt and Opening for Bids:

Bids will be received and opened by the City Purchasing Agent as outlined in the Notice to Bidders or by her authorized representative.

4. Proposal Security

Each bid shall be accompanied by a bid bond or certified check (IF CALLED FOR IN THE BID SPECIFICATIONS) in the amount of ten percent (10%) of the bid and shall be made payable to the City Treasurer, City of Long Beach, unless otherwise specified. Such proposal security will be returned to the unsuccessful bidders, within forty-five (45) days after the City and the successful bidder have executed contract for the proposed purchase or services, or in the event no contract is executed, within (45) days after the date of the opening of the bids or upon the demand of the bidder at any time after the forty-five (45) days, so long as he has not been notified of the acceptance of his bid. The proposal security of the successful bidder may be accepted as a performance security to be retained pending successful completion of the contract and shall be retained by the City as liquidated damages, not as a penalty, for failure to complete the contract as specified herein, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to complete the contract as specified herein.

5. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within fifteen (15) days after he has received notice of the acceptance of his bid, shall forfeit the proposal security deposited with his bid to the City as liquidated damages, not as a penalty, for such failure or refusal, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure or refusal to execute and deliver the executed Contract and Bonds as stated above.

6. Signatures:

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporate name, the State of incorporation, and the names of its officers shall be submitted.

7. Acceptance of Bid and its Effect:

Within forty-five (45) days after the opening of the bids, the City will act upon them. The acceptance of a Bid will be given to the successful bidder by notice in writing signed by a duly authorized representative of the City. No other act of the City or any official shall constitute the acceptance of a Bid. The acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as provided in paragraph 5 above. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon the formal execution of the contract.

8. Competency of Bidder:

No proposal will be accepted from or a contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or who had failed to perform faithfully any previous contract with the City.

9. Obligation of Bidders:

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no-way relieve any bidder from any obligation in respect to his proposal.

10. Time for Executing the Contract:

The bidder whose bid shall be accepted will be required to execute a Contract in the form hereto attached within fifteen (15) days after the notice that his proposal has been accepted. Failure or neglect to execute the Contract within the said period of Fifteen (15) days shall constitute a breach of the agreement affected by the acceptance of the bid and the proposal security shall thereupon become forfeited. The provisions contained in the said contract shall be considered a part of the Instructions and Specifications.

11. Time of Payment:

The City shall make payment within thirty (30) to forty-five (45) days after delivery of any purchase or rendering of services made under the terms of this contract acceptance, after a proper invoice of same is submitted and approved by the City Purchasing Agent, City of Long Beach.

12. Failure to Furnish Bond:

In the event that the bidder fails to furnish a performance bond when required in said period of fifteen (15) calendar days after acceptance of the bidder's proposal by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages and not as a penalty; IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said performance bond.

13. Interpretation of Contract Documents:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. If, after award of the contract, questions arise concerning interpretation of contract documents, it is understood that the decision of the Purchasing Agent will be final and binding.

14. Catalogs:

Each bidder shall submit in duplicate catalogs, descriptive literature, and detailed drawings, which fully detail the features, designs, construction, appointments, finishes and the like not covered in the specifications, but which details are necessary to fully describe the material work bidder proposes to furnish.

15. Non-Discrimination:

The Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to non-discrimination.

16. HOLD HARMLESS:

It is agreed that the Contractor shall indemnify, save and keep the City harmless against all liabilities, judgments, loss, costs, damages and expenses which may in any way be incurred by the City or its licensees, permittees, and assignees, respectively, by reason of the performance hereunder by the contractor, or the use of or any claim of the use of any patented material design, machinery, device, equipment or process furnished under this contract and accepted by the City.

17. Inspection and Responsibility:

The City shall have a right to inspect, by its authorized representatives, any material as herein specified. The City does not assume any responsibility for the availability of any controlled materials and equipment required under this contract.

18. Rejection of Material or Services:

Equipment, supplies or services that may fail to comply with the specifications herein as regards design, material or workmanship, are subject to rejection, and may at the option of the City Purchasing Agent, be rejected.

19. Replacement:

Materials or components, that have been rejected by the Purchasing Agent, in accordance with the terms of this contract, shall be replaced by the Contractor at no cost to the City.

20. Removal:

Any material or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after notice has been mailed by the City to the Contractor that such materials or components have been rejected.

21. Delay:

Should the Contractor be delayed by the City for any cause, there shall be added to the Time of Completion a time equal to the period of such delay caused by the City; but the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

22. Time of Commencement and Performance:

The time of commencement, rate of progress and time of completion are essential conditions of this contract; however, if the time of performance of the contract is for any reason, either expressly or by implication, extended, such extension shall not affect the validity of this contract or the liability of the sureties upon the bid given for the faithful performance of the same.

The City Manager reserves the right finally to decide all questions arising as to the proper performance of this contract, and in case of failure by the Contractor to comply with this contract in any manner, then to declare the same forfeited, either as to a portion or the whole thereof, and to rebid the same with or without further advertising; and in such case of default, or in any case of default, to adjust the difference of damage or price, if any, which according to the just and reasonable interpretation of this contract, the said Contractor should, in the opinion of said Purchasing Agent, pay to the City.

It is further understood and agreed that any amount of damage or price determined by the City Manager to be paid to the City by the Contractor for any such default, or for any money paid out

by the City in consequence of any such default, there shall be applied in payment thereof a like amount of any money that may be due and owing to the Contractor under or on account of the contract, so far as there may be any such money and the same shall be sufficient; and if there shall not be a sufficient amount retained from the Contractor, then the amount to be paid to the City in consequence of such default shall be a just claim against the Contractor to be recovered at law in the name of the City in any court of competent jurisdiction.

23. Subletting of Contract:

No contract shall be assigned or any part of the same subcontracted without the written consent of the City Manager and in no case shall such consent relieve the Contractor from his obligation, or change the terms of the contract.

24. Increase of Prices:

Should it become proper or necessary, however, in the execution of this contract for any change in design, or to make alterations which will increase the expense, the amount, if any, by which the contract price shall be increased in consequence of such change in design or alterations shall be determined by the City Manager.

No payment shall be made to the Contractor for any extra material, or of any greater amount of money than stipulated to be paid in the Contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by the City Purchasing Agent.

25. Delivery by Truck:

If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The material must then be delivered where directed. Truck deliveries will be accepted before 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or Holidays.

26. Verification of Weight:

The quantity of material delivered by truck shall be ascertained from certified weight ticket. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the City reserves the right to re-weigh at the nearest available scale.

27. Demurrage:

The City will be responsible for demurrage charges only when such charges accrue because of the City's negligence in unloading the material.

28. Re-spotting:

The City will pay railroad charges due to the re-spotting of cars when such re-spotting is ordered by the City.

29. Escalation:

If during the term of the Contract, the Contractor's price to others is below stipulated prices of this contract, the Contractor shall notify the City promptly of all such changes and the Contractor shall/give the City the benefit of such reduction in prices on all material or specification applying against this contract, shipped on or after the date of such price reduction.

30. Deliveries:

All materials shipped to the City of Long Beach must be shipped F.O.B. Long Beach, N.Y.

31. Trade Names:

In cases where an item is identified by a manufacturer's name, trade name or catalog number or reference it is understood that the bidder proposes to furnish the item as identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, or forwards with his bid a cut or illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City Manager hereby reserves the right to approve as an equal, or to reject as not being as equal, any article the bidder proposes to furnish having major or minor variations from specification requirements but complying substantially therewith.

32. Permits:

The Contractor shall take out at his own expense all permits and licenses necessary to carry out the work described in this contract.

33. Responsibility:

The Contractor shall be responsible for all materials or finished work furnished under this contract up to the time of final acceptance by the City.

34. Quantities:

If materials in this bid and contract are on a requirement basis, then the quantities may be increased or decreased, as the needs of the City shall require.

35. Firm Prices:

Firm price bids shall be given first consideration. Firm price shall mean a guarantee against price increase during the period of the Contract.

Appendix B

NYSDEC Models

B.1 – Municipal Solid Waste Model

Population and Municipal Solid Waste Composition Calculator

Purpose and Background

Developing a Local Solid Waste Management Plan (LSWMP) consist of several steps:

- Assessment of current planning unit conditions,
- Forecasting the future,
- Establishing objectives with clear statements of what is need to be achieved and when,
- Identifying and evaluating various alternatives and courses of action,
- Making decisions and selecting the best alternative for accomplishing objectives,
- Formulating tasks, subtasks, milestones, responsible parties, and certainly ensuring its effective implementation, as well as
- Evaluating achievements and taking corrective actions when necessary.

The purpose of the Population and Municipal Solid Waste Composition Calculator is to support planning units during the planning process, through a graphic and numerical representation of the current and future characteristics of the waste stream. The calculator has been designed to aid the development of a LSWMP from its early stage of assessment to its implementation and even evaluation of the plan over time.

The calculator intends to approximate the solid waste stream composition of the planning unit based on specific demographics and the goals set up for a specific planning period.

This projection tool is not intended to substitute for the valuable information gained by performing a municipal specific waste composition analysis. There is no substitute for accurately gathered and analyzed municipal specific waste composition data. This tool is merely intended to help refine the waste composition differences between planning units as a result of the wide array of demographics in New York State.

For this tool, DEC developed estimates of material's composition present in the MSW stream using data inputs that include field-based waste composition studies, performed within New York State and in other major US cities and States that have similar demographic characteristics to some of New York's regions.

After a careful review of dozens of composition analyses, the data from the following sources were used:

- Municipalities within New York State: New York City and Onondaga County Resource Recovery Authority (OCRRA) .
- Municipalities in other states: Seattle, WA and San Francisco, CA.
- Other States: Vermont, Wisconsin, Missouri, Georgia, Oregon, Ohio, Delaware, Pennsylvania, and California.

Step 1. Planning Unit and Plan Period Selection

Please, select from the drop-down list the name of your **planning unit** and the **planning period** of your **LSWMP**. Be aware that a LSWMP must be developed for a **10-year period**, and that your selection will be replicated on each one of the following tabs.

Planning Unit	City of Long Beach
Planning Period	2018-2027

Step 2. Waste Generation Rate

In order to project how the amount of waste generated in the planning unit will change over time, data regarding the current amount of waste generated by the planning unit is needed. This can be the total tons of waste generated by the planning unit in the current year (**Tons/yr**), or this can be the estimated daily quantity of waste generated per person in the planning unit (**lb/person/day**). If both the total annual generation and the estimated generation rate per person are unknown, the state average for MSW generation rate can be used along with the planning unit's population to estimate the total amount of waste generated in the planning unit.

For this step, select **one** of the options that describes the known information about the planning unit. Enter the waste generated in Tons (MSW disposed & Recycled Materials) or the waste generation rate in lb/person/day in the **purple cell**. If no data on the waste generated in the planning unit is available, choose the corresponding option from the list. The calculator will estimate the total amount of waste generated based on the state's average generation rate and the planning unit's population.

City of Long Beach

The amount of waste generated (by all residents, institutions, etc.) in the planning unit will be based on what is known. If the MSW generation amount and the generation rate are unknown, the state average for MSW generation rate will be used.

☒ I know the amount of MSW generated (Tons/year):

Enter tons disposed here:

18,860.00

☐ The planning unit Average MSW Generation Rate (lb/person/day) is:

Enter tons diverted here:

3,027.00

☐ The amount of MSW Generated and the planning unit Average MSW Generation Rate are unknown.

Step 3. Planning Unit Population - Projections & Municipal Solid Waste (MSW) - Projections

This tab will provide you with population projections and MSW generation projections for the planning period you had previously selected. It is recognized that Municipal Solid Waste (MSW) generation is reliant on population changes, hence, it is necessary to project both and identify their correlation.

In the first **purple cell** enter the total tons of MSW that was disposed in the year immediately before your plan period starts. For example: If the plan period is 2016-2026, the MSW disposed data should be from 2015.

Population Projection:

Calculations are determined by a linear regression based on the latest **census population data** and an **annual growth rate percentage** specific to the planning unit. If it is anticipated that the population is going to decrease overtime, the minus sign (-) will be used.

MSW Generation Projection:

The MSW generation rate (Lb/person/day) calculated on the previous tab from the **Waste Generation Rate** will serve as a start point for the planning period. On the calculator, three options are considered to anticipate the MSW generation over time, and one must be selected according to the goals of the planning unit:

First Option:

MSW generation **rate does not change**. Consequently, MSW generation fluctuates with the population of the planning unit. If the population increases, waste generation will rise as well, and vice versa.

By selecting this option, the planning unit is in “**status quo**”, meaning that is not making any improvements, and consequently is getting far from reaching the State's goal by 2030.

Second Option:

MSW generation **amount** remains the same, regardless of whether or not the planning unit's population changes.

Third Option:

As a result of successfully implementing the Local Solid Waste Management Plan, MSW generation will be reduced by an annual factor of ...

An **Annual Factor of Reduction (%)** should be calculated, defined, and selected by the planning unit. This factor will be the numerical representation of one of the planning unit's **goals** for the planning period. Once calculated, the Annual Factor of Reduction can be chosen from the drop down list provided.

Note:

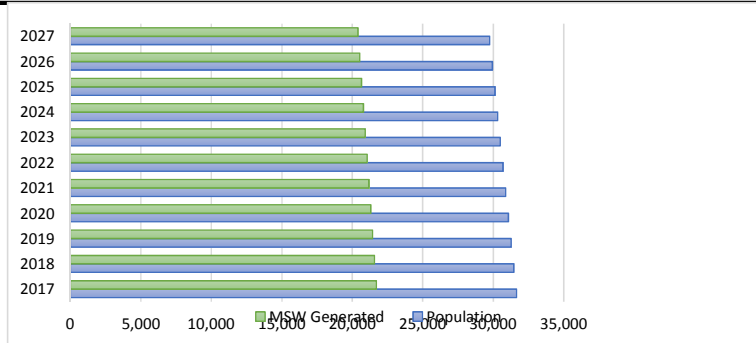
- The graphic will display the Population and MSW Generation projections over the selected planning period. It has been designed to visualize the contrast of the final outcomes, based on the selections of each planning unit

City of Long Beach

2018-2027

Current Data

2010 Population Census	33,275
2017 Population	31,857
2017 MSW Generated (Tons/yr)	21,887
2017 MSW generation rate (Lb/person/day)	3.24
2017 MSW Disposed (Tons/yr)	18,860
2017 MSW Diverted (Tons/yr)	3,027



Annual rate of population growth (%)	-0.62%
--------------------------------------	--------

Population Projection

2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
31,660	31,464	31,269	31,075	30,882	30,691	30,500	30,311	30,123	29,936	29,751

Forecasting future conditions... What do you expect to happen to the MSW generation rate over the next 10 year period plan?

- ☒ MSW generation rate does not change. Consequently, MSW generation fluctuates with the population of the planning unit, if the population increases, waste generation will rise as well, and vice versa.
- ☐ MSW generation amount remains the same, regardless of whether or not the planning unit's population fluctuates.
- ☐ As a result of successfully implementing the Local Solid Waste Management Plan, MSW generation will be reduced by an annual factor of ...

Reduction Factor (per year) 0.5%

MSW generation rate (Lb/person/day)	3.76
-------------------------------------	------

MSW Generation Projection

2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
3.76	3.76	3.76	3.76	3.76	3.76	3.76	3.76	3.76	3.76	3.76	(Lb/person/day)
21,714	21,579	21,445	21,312	21,180	21,049	20,918	20,789	20,660	20,532	20,404	Tons/yr

Step 4. Municipal Solid Waste (MSW) Detailed Composition Analysis

The next step is to Identify the Materials Composition of the Waste Stream based on population density, and demographic characteristics of the Planning Unit.

This tab will provide the PU with a more detailed estimate of the materials present in the waste stream, which could be crucial when prioritizing the initiatives and programs of the LSWMP.

The population density distribution has been calculated based on the 2010 Census data and will be auto populated when a planning unit is selected. The following parameters were used:

- Rural: <325 persons/mi²
- Suburban: >325 and <5,000 persons/mi²
- Urban: >5,000 persons/mi²

Under **Density Population Distribution**, the user has the option to modify the percentage values for the **Sector** (*Residential and Commercial/Institutional*) based on land use and specific characteristics of each planning unit. For example: A rural population in Westchester County could be 64% Residential and 36% Commercial / Institutional, while in Wyoming County might be 50% Residential and 50% Commercial / Institutional.

The results are presented on the last right column under **MSW Materials Composition**. Be aware of color changes on the cells, whenever a category represents over 15% of the total waste generation, the cell will turn red to easily identify key categories of the waste stream. It will also facilitate the selection of initiatives, programs, and infrastructure for the solid waste management system.

Note: If no data exists, use the pre-populated information in the worksheet.

City of Long Beach

2018-2027

	Density Population Distribution		Rural			Suburban			Urban			MSW Materials Composition (%)
			0.00%			33.78%			66.22%			
			Residential	Comm/Inst.	Combined	Residential	Comm/Inst.	Combined	Residential	Comm/Inst.	Combined	
			58.00%	42.00%	100.00%	55.00%	45.00%	100.00%	90.00%	10.00%	100.00%	
Material	Newspaper		5.20%	1.90%	3.81%	5.00%	1.90%	3.61%	6.60%	2.00%	6.14%	5.28%
	Corrugated Cardboard		6.60%	13.90%	9.67%	6.60%	13.90%	9.89%	6.90%	13.70%	7.58%	8.36%
	Other Recyclable Paper	Paperboard	3.20%	1.10%	2.32%	3.30%	1.00%	2.27%	3.60%	0.90%	3.33%	2.97%
		Office Paper	0.80%	3.80%	2.06%	0.90%	4.20%	2.39%	1.10%	5.80%	1.57%	1.85%
		Junk Mail	3.00%	0.70%	2.03%	3.20%	0.70%	2.08%	3.50%	0.70%	3.22%	2.83%
		Other Commercial Printing	1.70%	2.30%	1.95%	1.70%	2.40%	2.02%	2.30%	2.60%	2.33%	2.22%
		Magazines	1.10%	0.90%	1.02%	1.00%	0.80%	0.91%	1.10%	1.00%	1.09%	1.03%
		Books	0.50%	0.30%	0.42%	0.50%	0.30%	0.41%	0.60%	0.40%	0.58%	0.52%
		Paper Bags	0.50%	0.20%	0.37%	0.50%	0.20%	0.37%	0.60%	0.20%	0.56%	0.49%
		Phone Books	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.20%	0.29%	0.29%
	Poly-Coated	0.20%	0.30%	0.24%	0.20%	0.20%	0.20%	0.30%	0.20%	0.29%	0.26%	
	Other Recyclable Paper (Total)		11.30%	9.90%	10.71%	11.60%	10.10%	10.93%	13.40%	12.00%	13.26%	12.47%
	Other Compostable Paper		6.80%	6.80%	6.80%	6.40%	6.40%	6.40%	6.80%	6.80%	6.80%	6.66%
	Total Paper		29.90%	32.50%	30.99%	29.60%	32.30%	30.82%	33.70%	34.50%	33.78%	32.78%
	Ferrous/Aluminum Containers	Ferrous Containers	1.90%	1.00%	1.52%	1.20%	0.70%	0.98%	1.40%	0.70%	1.33%	1.21%
		Aluminum Containers	0.70%	0.40%	0.57%	0.60%	0.30%	0.47%	0.50%	0.40%	0.49%	0.48%
	Ferrous/Aluminum Containers (Total)		2.60%	1.40%	2.10%	1.80%	1.00%	1.44%	1.90%	1.10%	1.82%	1.69%
	Other Ferrous Metals		5.20%	5.40%	5.28%	5.00%	5.80%	5.36%	3.30%	3.70%	3.34%	4.02%
	Other Non-Ferrous Metals	Other aluminum	0.20%	0.30%	0.24%	0.20%	0.30%	0.25%	0.20%	0.30%	0.21%	0.22%
		Automotive batteries	0.80%	0.50%	0.67%	0.70%	0.40%	0.57%	0.20%	0.20%	0.20%	0.32%
		Other non-aluminum	0.50%	0.30%	0.42%	0.30%	0.40%	0.35%	0.40%	0.20%	0.38%	0.37%
	Other Non-Ferrous Metals (Total)		1.50%	1.10%	1.33%	1.20%	1.10%	1.16%	0.80%	0.70%	0.79%	0.91%
	Total Metals		9.30%	7.90%	8.71%	8.00%	7.90%	7.96%	6.00%	5.50%	5.95%	6.63%
	PET Containers		1.10%	0.80%	0.97%	0.90%	0.80%	0.86%	1.20%	1.00%	1.18%	1.07%
	HDPE Containers		1.10%	0.60%	0.89%	0.90%	0.70%	0.81%	1.00%	0.70%	0.97%	0.92%
	Other Plastic (3-7) Containers		0.20%	0.10%	0.16%	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
	Film Plastic		5.70%	5.90%	5.78%	5.50%	5.80%	5.64%	5.80%	5.80%	5.80%	5.74%
Other Plastic	Durables	3.10%	3.20%	3.14%	3.00%	3.20%	3.09%	3.20%	3.30%	3.21%	3.17%	
	Non-Durables	1.60%	1.80%	1.68%	1.60%	1.80%	1.69%	1.80%	1.90%	1.81%	1.77%	
	Packaging	1.40%	1.10%	1.27%	1.40%	1.10%	1.27%	1.50%	1.10%	1.46%	1.39%	
Other Plastic (Total)		6.10%	6.10%	6.10%	6.00%	6.10%	6.05%	6.50%	6.30%	6.48%	6.33%	

14.26%
4.12%
0.38%
4.50%
16.67%
6.09%
22.76%
4.33%
1.60%
5.93%
2.59%
3.99%
2.02%
1.42%
0.85%
0.41%
0.12%
1.76%
10.56%

Step 5. Municipal Solid Waste (MSW) Detailed Composition Analysis

On this tab, the composition of the municipal waste stream will be estimated based on the amount of material generated in the planning unit and the state average of the different waste materials. A pie chart will be generated to clearly show the composition of the waste stream and to identify key categories of the waste stream for the planning unit.

The total tons of MSW diverted per year will be auto populated based on previous data inputs, while the amount tons diverted for each material by category should be populated by the user. **Purple cells** should be used for amounts of diverted waste by type of material, and a totaled number by category (e.g. paper, metal) should be put in **the green cells**. After inputting the data, a graphic will be generated to show the MSW generation and diversion streams in Tons.

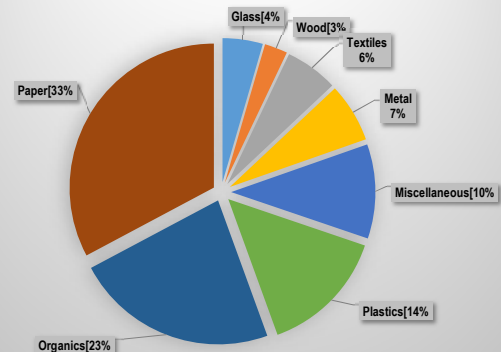
Make sure that the total amounts at the bottom of the page are consistent with the data you already put into the calculator. If the cell is highlighted in **red**, you should revise the amounts of diverted waste by category.

City of Long Beach

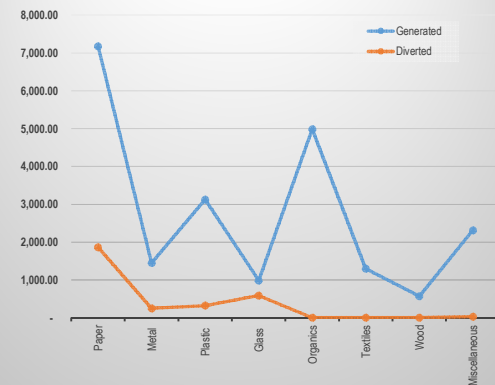
2018-2027

		2017		
		MSW Materials Composition (%)	MSW Generated (Tons)	MSW Diverted (Tons)
Material		100.0%	21,887	3,027
Paper	Newspaper	5.3%	1,156	681
	Corrugated Cardboard	8.4%	1,829	674
	Other Recyclable Paper (Total)	12.5%	2,730	315
	Other Compostable Paper	6.7%	1,459	190
	Total Paper	32.8%	7,174	1,860
Metal	Ferrous/Aluminum Containers (Total)	1.7%	370	200
	Other Ferrous Metals	4.0%	880	20
	Other Non-Ferrous Metals (Total)	0.9%	200	25
	Total Metals	6.6%	1,451	245
Plastic	PET Containers	1.1%	234	145
	HDPE Containers	0.9%	200	135
	Other Plastic (3-7) Containers	0.2%	44	37
	Film Plastic	5.7%	1,257	0
	Other Plastic (Total)	6.3%	1,386	0
	Total Plastics	14.3%	3,122	317
Glass	Glass Bottles, Jars and Containers	0.0%	0	525
	Other Glass (Flat glass, dishware, light bulbs, etc.)	4.3%	941	57
	Total Glass	4.5%	984	582
Organics	Food Scraps	16.7%	3,649	0
	Leaves and Grass / Pruning and Trimmings	6.1%	1,332	0
	Total Organics	22.8%	4,981	0
Textiles	Clothing Footwear, Towels, Sheets	4.3%	948	0
	Carpet	1.6%	351	0
	Total Textiles	5.9%	1,298	0
Wood	Total Wood (Pallets, crates, adulterated and non-adulterated wood)	2.6%	566	0
Miscellaneous	DIY Construction & Renovation Materials	4.0%	873	0
	Diapers	2.0%	441	0
	Electronics	1.4%	310	0
	Tires	0.9%	187	0
	HHW	0.4%	90	23
	Soils and Fines	0.1%	25	0
	Other Composite Materials - Durable and/or inert	1.8%	385	0
	Total Miscellaneous	10.6%	2,311	23
Total		100.0%	21,887	3,027

MSW Material Composition



MSW Generated vs. MSW Diverted



Step 6. Municipal Solid Waste (MSW) Diversion Projections

This tab will be used to create goals for the amount of material the planning unit will divert for each year of the planning period. These goals will be entered as percentages, based on how much of the material generated will be diverted for recycling or beneficial use.

The diversion goal percentages will be entered in the **purple cells** for each material and each year of the planning period.

City of Long Beach

2018-2027

Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Projected MSW Generation (Tons/yr)	21,714	21,579	21,445	21,312	21,180	21,049	20,918	20,789	20,660	20,532
MSW Diverted (Tons/yr)	2,612	1,520	1,550	1,581	1,613	1,645	1,678	1,711	1,746	1,780

		2017				2018				2019	2020	2021	2022	2023	2024	2025	2026	2027
		MSW Materials Composition (%)	MSW Generated (Tons)	MSW Diverted (Tons)	% MSW Diverted	MSW generated (Tons)	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted	% MSW Diverted
Material		100.0%	21,887	3,027	13.8%	21,714	12.0%	12.0%	12.5%	12.8%	12.6%	13.3%	13.5%	13.8%	14.0%	14.4%		
Paper	Newspaper	5.3%	1,156	681	58.9%	1,147	60.0%	61.2%	62.4%	63.7%	64.9%	66.2%	67.6%	68.9%	70.3%	71.7%		
	Corrugated Cardboard	8.4%	1,829	674	36.8%	1,815	37.0%	37.7%	38.5%	39.3%	40.0%	40.9%	41.7%	42.5%	43.4%	44.2%		
	Other Recyclable Paper (Total)	12.5%	2,730	315	11.5%	2,708	12.0%	12.2%	12.5%	12.7%	13.0%	13.2%	13.5%	13.8%	14.1%	14.3%		
	Other Compostable Paper	6.7%	1,459	190	13.0%	1,447	14.0%	14.3%	14.6%	14.9%	15.2%	15.5%	15.8%	16.1%	16.4%	16.7%		
	Total Paper	32.8%	7,174	1,860	25.9%	7,117	26.5%	27.0%	27.6%	28.1%	28.7%	29.3%	29.9%	30.5%	31.1%	31.7%		
Metal	Ferrous/Aluminum Containers (Total)	1.7%	370	200	54.0%	367	55.0%	56.1%	57.2%	58.4%	59.5%	60.7%	61.9%	63.2%	64.4%	65.7%		
	Other Ferrous Metals	4.0%	880	20	2.3%	873	3.0%	3.1%	3.1%	3.2%	3.2%	3.3%	3.4%	3.4%	3.5%	3.6%		
	Other Non-Ferrous Metals (Total)	0.9%	200	25	12.5%	198	13.0%	13.3%	13.5%	13.8%	14.1%	14.4%	14.6%	14.9%	15.2%	15.5%		
	Total Metals	6.6%	1,451	245	16.9%	1,439	17.7%	18.0%	18.4%	18.7%	19.1%	19.5%	19.9%	20.3%	20.7%	21.1%		
	PET Containers	1.1%	234	145	61.9%	232	62.0%	63.2%	64.5%	65.8%	67.1%	68.5%	69.8%	71.2%	72.6%	74.1%		
	HDPE Containers	0.9%	200	135	67.3%	199	68.0%	69.4%	70.7%	72.2%	73.6%	75.1%	76.6%	78.1%	79.7%	81.3%		

Plastic	Other Plastic (3-7) Containers	0.2%	44	37	84.5%	43	85.0%	86.7%	88.4%	90.2%	92.0%	93.8%	95.7%	97.6%	99.6%	101.6%
	Film Plastic	5.7%	1,257	0	0.0%	1,247	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Other Plastic (Total)	6.3%	1,386	0	0.0%	1,375	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Total Plastics	14.3%	3,122	317	10.2%	3,097	11.1%	11.0%	11.5%	11.7%	8.7%	12.2%	12.5%	12.7%	13.0%	13.2%
Glass	Glass Bottles, Jars and Containers	4.1%	901	525	0.0%	894	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Other Glass (Flat glass, dishware, light bulbs, etc.)	0.4%	83	57	68.3%	83	7.0%	7.1%	7.3%	7.4%	7.6%	7.7%	7.9%	8.0%	8.2%	8.4%
	Total Glass	4.5%	984	582	59.1%	977	1.5%	2.0%	1.6%	1.6%	1.6%	1.7%	1.7%	1.7%	1.8%	1.8%
Organics	Food Scraps	16.7%	3,649	0	0.0%	3,620	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Leaves and Grass / Pruning and Trimmings	6.1%	1,332	0	0.0%	1,321	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Total Organics	22.8%	4,981	0	0.0%	4,942	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
Textiles	Clothing Footwear, Towels, Sheets	4.3%	948	0	0.0%	940	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Carpet	1.6%	351	0	0.0%	348	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Total Textiles	5.9%	1,298	0	0.0%	1,288	1.0%	2.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
Wood	Total Wood (Pallets, crates, adulterated and non-adulterated wood)	2.6%	566	0	0.0%	561	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
Miscellaneous	DIY Construction & Renovation Materials	4.0%	873	0	0.0%	866	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Diapers	2.0%	441	0	0.0%	438	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Electronics	1.4%	310	0	0.0%	308	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Tires	0.9%	187	0	0.0%	185	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	H/HW	0.4%	90	23	25.7%	89	26.0%	26.5%	27.1%	27.6%	28.1%	28.7%	29.3%	29.9%	30.5%	31.1%
	Soils and Fines	0.1%	25	0	0.0%	25	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Other Composite Materials - Durable and/or inert	1.8%	385	0	0.0%	382	1.0%	1.0%	1.0%	1.1%	1.1%	1.1%	1.1%	1.1%	1.2%	1.2%
	Total Miscellaneous	10.6%	2,311	23	1.0%	2,293	2.0%	2.0%	2.0%	2.1%	2.1%	2.2%	2.2%	2.3%	1.5%	2.4%

Step 7. Municipal Solid Waste (MSW) Generation and Diversion - Detailed Projections

The final result of the Population and Municipal Composition Calculator is presented on the last tab. This tab contains data for the current year regarding waste generated and waste diverted from disposal. This tab also shows the projected waste diversion percentages, and the amount of waste in tons these percentages will divert for recycling. Total amounts of waste diverted will be calculated for each material and each year of the planning period.

City of Long Beach

2018-2027

		2017		2018		2019		2020		2021		2022		2023		2024		2025		2026		2027														
		MSW Materials Composition (%)	MSW Generated (Tons)	MSW Diverted (Tons)	% MSW Diverted	MSW generated (Tons)	MSW Diverted	% MSW Diverted	MSW generated (Tons)	MSW Diverted	% MSW Diverted	MSW generated (Tons)	MSW Diverted	% MSW Diverted	MSW generated (Tons)	MSW Diverted	% MSW Diverted	MSW generated (Tons)	MSW Diverted	% MSW Diverted	MSW generated (Tons)	MSW Diverted	% MSW Diverted													
Paper	Material	100.00%	21,887	3,027	13.8%	21,714	2,612	12.0%	21,579	2,647	12%	21,445	2,684	12.5%	21,312	2,720	12.8%	21,180	2,660	12.6%	21,049	2,795	13.3%	20,918	2,834	13.5%	20,789	2,872	13.8%	20,660	2,894	14.0%	20,532	2,951	14.4%	
	Newspaper	3.29%	1,156	681	58.9%	1,147	688	60.0%	1,140	698	61%	1,133	707	62.4%	1,126	717	63.7%	1,119	727	64.9%	1,112	737	66.2%	1,105	747	67.6%	1,098	757	68.9%	1,092	767	70.3%	1,085	778	71.7%	
	Corrugated Cardboard	8.36%	1,829	674	36.8%	1,815	672	37.0%	1,804	681	38%	1,793	690	38.5%	1,781	699	39.3%	1,770	709	40.0%	1,759	719	40.9%	1,748	729	41.7%	1,738	739	42.5%	1,727	749	43.4%	1,716	759	44.2%	
	Other Recyclable Paper	Paperboard	2.97%	650	0	0.0%	645	0	0.0%	641	0	0%	637	0	0.0%	633	0	0.0%	629	0	0.0%	625	0	0.0%	621	0	0.0%	617	0	0.0%	614	0	0.0%	610	0	0.0%
		Office Paper	1.85%	404	0	0.0%	401	0	0.0%	398	0	0%	396	0	0.0%	393	0	0.0%	391	0	0.0%	388	0	0.0%	386	0	0.0%	384	0	0.0%	381	0	0.0%	379	0	0.0%
		Journal Mail	2.83%	620	0	0.0%	615	0	0.0%	611	0	0%	608	0	0.0%	604	0	0.0%	600	0	0.0%	596	0	0.0%	593	0	0.0%	589	0	0.0%	585	0	0.0%	582	0	0.0%
		Other Commercial Printing	2.22%	487	0	0.0%	483	0	0.0%	480	0	0%	477	0	0.0%	474	0	0.0%	471	0	0.0%	468	0	0.0%	465	0	0.0%	462	0	0.0%	459	0	0.0%	457	0	0.0%
		Magazines	1.93%	425	0	0.0%	423	0	0.0%	422	0	0%	421	0	0.0%	419	0	0.0%	418	0	0.0%	417	0	0.0%	416	0	0.0%	415	0	0.0%	414	0	0.0%	413	0	0.0%
		Books	0.52%	114	0	0.0%	113	0	0.0%	113	0	0%	112	0	0.0%	111	0	0.0%	111	0	0.0%	110	0	0.0%	109	0	0.0%	109	0	0.0%	108	0	0.0%	107	0	0.0%
	Paper Bags	0.49%	108	0	0.0%	107	0	0.0%	107	0	0%	106	0	0.0%	105	0	0.0%	105	0	0.0%	104	0	0.0%	103	0	0.0%	103	0	0.0%	102	0	0.0%	101	0	0.0%	
Phone Books	0.29%	64	0	0.0%	64	0	0.0%	63	0	0%	63	0	0.0%	63	0	0.0%	62	0	0.0%	62	0	0.0%	61	0	0.0%	61	0	0.0%	61	0	0.0%	60	0	0.0%		
Poly-Coated	0.26%	57	0	0.0%	56	0	0.0%	56	0	0%	56	0	0.0%	55	0	0.0%	55	0	0.0%	55	0	0.0%	54	0	0.0%	54	0	0.0%	54	0	0.0%	53	0	0.0%		
Other Recyclable Paper (Total)	12.47%	2,730	315	11.5%	2,708	325	12.0%	2,691	329	12%	2,675	334	12.5%	2,658	338	12.7%	2,641	343	13.0%	2,625	348	13.2%	2,609	353	13.5%	2,593	357	13.8%	2,577	362	14.1%	2,561	367	14.3%		
Other Compostable Paper	6.66%	1,459	190	13.0%	1,447	203	14.0%	1,438	205	14%	1,429	208	14.6%	1,420	211	14.9%	1,412	214	15.2%	1,403	217	15.5%	1,394	220	15.8%	1,386	223	16.1%	1,377	226	16.4%	1,368	229	16.7%		
Total Paper		32.78%	7,174	1,860	25.9%	7,117	1,887	26.5%	7,073	1,913	27%	7,029	1,939	27.6%	6,986	1,966	28.1%	6,943	1,993	28.7%	6,900	2,020	29.3%	6,857	2,048	29.9%	6,814	2,076	30.5%	6,772	2,104	31.1%	6,730	2,133	31.7%	
Metal	Ferrous/Aluminum Containers	1.21%	265	143	54.0%	263	103	39.3%	261	105	40%	260	106	40.9%	258	108	41.8%	256	109	42.6%	255	111	43.4%	253	112	44.3%	252	114	45.2%	250	115	46.1%	248	117	47.0%	
	Ferrous/Aluminum Containers (Total)	0.48%	105	57	54.0%	105	16	15.7%	104	17	16%	103	17	16.3%	103	17	16.6%	102	17	16.9%	101	18	17.3%	101	18	17.6%	100	18	18.0%	99	18	18.3%	99	19	18.7%	
	Other Ferrous Metals	4.02%	880	20	2.3%	873	26	3.0%	868	27	3%	863	27	3.1%	857	27	3.2%	852	28	3.3%	847	28	3.3%	841	28	3.4%	836	29	3.4%	831	29	3.5%	826	30	3.6%	
	Other Non-Ferrous Metals	Other aluminum	0.22%	49	0	0.0%	48	0	0.0%	48	0	0%	48	0	0.0%	47	0	0.0%	47	0	0.0%	47	0	0.0%	46	0	0.0%	46	0	0.0%	46	0	0.0%	46	0	0.0%
		Automotive batteries	0.32%	71	0	0.0%	70	0	0.0%	70	0	0%	69	0	0.0%	69	0	0.0%	68	0	0.0%	68	0	0.0%	68	0	0.0%	67	0	0.0%	67	0	0.0%	66	0	0.0%
		Other non-aluminum	0.37%	81	0	0.0%	80	0	0.0%	79	0	0%	79	0	0.0%	78	0	0.0%	78	0	0.0%	77	0	0.0%	77	0	0.0%	77	0	0.0%	76	0	0.0%	76	0	0.0%
	Other Non-Ferrous Metals (Total)	0.91%	200	25	12.5%	198	26	13.0%	197	26	13%	196	26	13.3%	195	27	13.8%	193	27	14.1%	192	28	14.4%	191	28	14.6%	190	28	14.9%	189	29	15.2%	188	29	15.5%	
	Total Metals		6.63%	1,451	245	16.9%	1,439	254	17.7%	1,430	257	18%	1,421	261	18.4%	1,412	265	18.7%	1,404	269	19.1%	1,396	272	19.5%	1,388	276	19.9%	1,379	279	20.3%	1,369	283	20.7%	1,361	287	21.1%
	PET Containers	1.07%	234	145	61.9%	232	144	62.0%	231	146	63%	230	148	64.5%	228	150	65.8%	227	152	67.1%	225	154	68.5%	224	156	69.6%	222	158	71.2%	221	161	72.6%	220	163	74.1%	
	HDPE Containers	0.92%	200	135	67.3%	199	135	68.0%	198	137	69%	196	139	70.7%	195	141	72.2%	194	143	73.5%	193	145	75.1%	192	147	76.6%	190	149	78.1%	189	151	79.7%	188	153	81.3%	
Other Plastic (3-7) Containers	0.29%	44	37	84.5%	43	37	85.0%	43	37	87%	43	38	88.4%	43	38	90.2%	42	35	89.5%	42	35	93.8%	42	40	95.7%	42	41	97.6%	41	41	99.6%	41	42	101.6%		
Plastic	Film Plastic	5.24%	1,257	0	0.0%	1,247	12	1.0%	1,240	13	1%	1,232	13	1.0%	1,224	13	1.1%	1,217	13	1.1%	1,209	13	1.1%	1,202	14	1.1%	1,194	14	1.1%	1,187	14	1.2%	1,179	14	1.2%	
	Other Plastic	Durables	1.17%	694	0	0.0%	689	0	0.0%	684	0	0%	680	0	0.0%	675	0	0.0%	671	0	0.0%	667	0	0.0%	663	0	0.0%	659	0	0.0%	655	0	0.0%	651	0	0.0%
		Non-Durables	1.77%	387	0	0.0%	384	0	0.0%	382	0	0%	379	0	0.0%	377	0	0.0%	375	0	0.0%	373	0	0.0%	372	0	0.0%	370	0	0.0%	368	0	0.0%	366	0	0.0%
		Packaging	1.39%	305	0	0.0%	303	0	0.0%	301	0	0%	299	0	0.0%	297	0	0.0%	295	0	0.0%	293	0	0.0%	292	0	0.0%	290	0	0.0%	288	0	0.0%	286	0	0.0%
	Other Plastic (Total)	6.33%	1,386	0	0.0%	1,375	14	1.0%	1,367	14	1%	1,358	14	1.0%	1,350	14	1.1%	1,341	15	1.1%	1,333	15	1.1%	1,325	15	1.1%	1,317	15	1.1%	1,308	15	1.2%	1,300	16	1.2%	
	Total Plastics		14.26%	3,122	317	10.2%	3,097	342	11.1%	3,078	347	11%	3,059	352	11.5%	3,040	357	11.7%	3,021	364	8.7%	3,002	367	12.2%	2,984	372	12.5%	2,965	377	12.7%	2,947	382	13.0%	2,929	387	13.2%
Glass	Glass Bottles, Jars and Containers	4.12%	901	525	0.0%	894	9	1.0%	889	9	1%	883	9	1.0%	877	9	1.1%	872	9	1.1%	866	10	1.1%	861	10	1.1%	856	10	1.1%	850	10	1.2%	845	10	1.2%	
	Other Glass (Flat glass, dishware, light bulbs, etc.)	0.38%	83	57	68.3%	83	6	7.0%	82	6	7%	82	6	7.3%	81	6	7.4%	81	6	7.6%	80	6	7.7%	80	6	7.9%	79	6	8.0%	79	6	8.2%	78	7	8.4%	
	Total Glass		4.50%	984	582	59.1%	977	15	1.5%	971	15	2%	965	15	1.6%	959	15	1.6%	953	16	1.6%	947	16	1.7%	941	16	1.7%	935	16	1.7%	929	16	1.8%	924	17	1.8%
	Food Scraps	16.67%	3,649	0	0.0%	3,620	36	1.0%	3,598	37	1%	3,575	37	1.0%	3,553	38	1.1%	3,531	38	1.1%	3,509	39	1.1%	3,488	39	1.1%	3,466	40	1.1%	3,445	40	1.2%	3,423	41	1.2%	
	Leaves and Grass / Pruning and Trimmings	6.09%	1,332	0	0.0%	1,321	13	1.0%	1,313	13	1%	1,305	14	1.0%	1,297	14	1.1%	1,289	14	1.1%	1,281	14	1.1%	1,273	14	1.1%	1,265	15	1.1%	1,257	15	1.2%	1,249	15	1.2%	
Textiles	Total Organics	22.76%	4,981	0	0.0%	4,942	9	1.0%	4,911	50	1%	4,880	51	1.0%	4,850	51	1.1%	4,820	52	1.1%	4,790	53	1.1%	4,761	54	1.1%	4,731	54	1.1%	4,702	55	1.2%	4,673	56	1.2%	
	Clothing Footwear, Tents, Sheets	4.33%	948	0	0.0%	940	9	1.0%	934	10	1%	928	10	1.0%	923	10	1.1%	917	10	1.1%	911	10	1.1%	906	10	1.1%	900	10	1.1%	895	10	1.2%	889	11	1.2%	
	Carpet	1.66%	351	0	0.0%	348	3	1.0%	346	4	1%	343	4	1.1%	339	4	1.1%	336	4	1.1%	333	4	1.1%	331	4	1.1%	328	4	1.1%	325	4	1.2%	322	4	1.2%	
	Total Textiles		5.93%	1,299	0	0.0%	1,288	13	1.0%	1,280	13	1%	1,272	14	1.1%	1,264	13	1.1%	1,256	14	1.1%	1,249	14	1.1%	1,241	14										

B.2 – Construction and Demolition Debris Model

C&D Debris Waste Composition and Projection tool

Purpose and Background

Construction and Demolition (C&D) debris is the second largest waste stream in the state and is estimated to account for 25 to 30% of the total solid waste generation. Basic understanding of the materials composition of the C&D debris stream, would facilitate the management strategy and planning process at a local level of this important but usually overlooked waste stream.

The purpose of the C&D Debris Waste Composition and Projection tool is to estimate the generation and materials composition of the C&D debris stream for each planning unit. Calculations are based on specific characteristics such as activity, and sector of generation of C&D debris, which consist of new construction, renovation, and demolition of residential and non-residential properties, or municipal infrastructures such as roads and bridges.

A comprehensive knowledge of the C&D debris stream, will assist the selection of initiatives and management programs that minimize environmental impacts. The implementation of reduction, recycling and reuse management practices extend the lifecycle of materials and conserve the use of raw materials, water, and energy, reduce the overall building project expenses through avoiding unnecessary purchases and disposal costs, and conserve landfill space among many other benefits.

This projection tool is not intended to substitute for the valuable information gained by performing municipal waste characterization studies. There is no substitute for accurately gathered and analyzed municipal specific waste composition data. This tool is merely intended to help refine the waste composition differences between planning units as a result of the wide array of demographics in New York State.

For this tool, DEC developed estimates of materials composition in the C&D debris waste stream using data inputs that include field-based waste composition studies and research-based evaluations performed within New York State and in other major US cities and States that have similar characteristics to some of New York's regions.

After a careful review of dozens of composition analyses, the material composition of the (C&D) debris waste stream was found to be on average of RUCARB (recognizable uncontaminated concrete, asphalt, rock, and brick), wood, roofing, drywall, soil and gravel, metal, plastic, corrugated cardboard and paper, and other miscellaneous materials. The data from the following sources were used:

- Municipalities within New York State: New York City and Town of Babylon.
- Municipalities in other states: Seattle, WA and Des Moines, IA.
- Other States: Vermont, Wisconsin, Oregon, Delaware, Minnesota, Florida, and California.
- EPA

Step 1. Planning Unit and Planning Period Selection

Please, select from the drop-down-list the name of your **planning unit** and the **planning period** of your **LSWMP**. Be aware that a LSWMP must be developed for a **10-year period**, and that your selection will be replicated on each one of the following tabs.

Planning Unit	City of Long Beach
Planning Period	2018-2028

Step 2. Construction & Demolition (C&D) Debris Material Composition Analysis

In order to identify the Materials Composition of the C&D Debris waste stream, it is necessary to define the sources of the waste first.

Construction and demolition (C&D) Debris consists of waste that is generated during renovation, demolition or new construction of residential and non residential properties. It also includes the new construction and/or renovation of municipal infrastructure, such as roadways, park facilities, bike trails, bridges, etc. The user should estimate these values and enter them in the purple cells.

The results are presented on the last right column under C&D Debris Waste Stream Composition. Be aware of color changes on the cells, whenever a category represents over 15% of the total generation, the cell will turn red to easily identify key categories on the waste stream. It will also aid with the selection of isolated initiatives, programs, and infrastructure for the solid waste management system.

Note:

• The graphic displays the planning unit's C&D Debris generation data by material categories. It has been designed to help visualize the more representative categories of the waste stream.

City of Long Beach

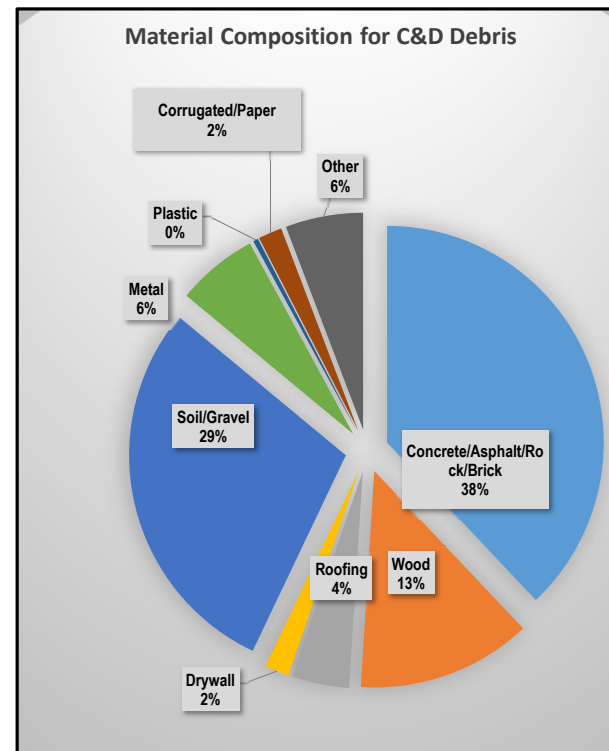
2018-2028

Generation source									
Residential					Non- Residential (commercial-institutional)				Other Municipal Infra- structure
0.00%					50.00%				50.00%
New Construction	Renovation	Demolition	Combined Residential		New Construction	Renovation	Demolition	Combined Non- Residential	Renovation
0.00%	0.00%	0.00%	0.00%		5.00%	25.00%	20.00%	50.00%	100.00%
Concrete/ Asphalt /Rock/Brick	9.80%	16.10%	21.50%	0.00%	30.70%	19.10%	23.10%	10.93%	46.00%
Wood	29.90%	19.10%	25.70%	0.00%	22.70%	12.40%	24.20%	9.08%	10.50%
Roofing	6.00%	22.00%	6.10%	0.00%	2.10%	21.20%	5.10%	6.43%	0.00%
Drywall	15.60%	7.90%	5.10%	0.00%	4.60%	6.40%	4.30%	2.69%	0.00%
Soil/Gravel	11.30%	7.10%	18.50%	0.00%	13.10%	6.50%	15.60%	5.40%	38.00%
Metal	5.30%	11.30%	5.20%	0.00%	12.00%	15.50%	11.10%	6.70%	2.40%
Plastic	1.50%	0.70%	0.30%	0.00%	0.50%	0.70%	0.30%	0.26%	0.30%
Corrugated cardboard/ Paper	9.30%	2.90%	3.10%	0.00%	7.10%	4.60%	4.20%	2.35%	0.30%
Other	11.30%	12.90%	14.50%	0.00%	7.20%	13.60%	12.10%	6.18%	2.50%

Total	100.00%	100.00%	100.00%	0.00%	100.00%	100.00%	100.00%	50.00%	100.00%
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C&D Debris Materials Composition (%)
100.00%
28.47%
9.79%
3.21%
1.35%
21.70%
4.55%
0.28%
1.32%
4.34%

75.00%



Step 3. Construction & Demolition (C&D) Debris Generation Projections

This step will estimate the amount of waste generated for each material based on the total amount of waste generated in that year. In the **purple cells** enter the amount of waste generated in the Planning Unit. It will be a known amount for the first year, **2017** and an estimate of what will be generated for each year of the planning period, **2018-2028**

City of Long Beach

2018-2028

			2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
			C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)	C&D Debris Generated (Tons)
Materials	Concrete/Asphalt /Rock/Brick	28.5%	998.0	978.6	959.3	939.9	920.6	901.2	881.8	862.5	843.1	823.8	804.4
	Wood	9.8%	343.1	336.5	329.8	323.2	316.5	309.9	303.2	296.6	289.9	283.3	276.6
	Roofing	3.2%	112.6	110.4	108.3	106.1	103.9	101.7	99.5	97.3	95.2	93.0	90.8
	Drywall	1.3%	47.2	46.2	45.3	44.4	43.5	42.6	41.7	40.8	39.8	38.9	38.0
	Soil/Gravel	21.7%	760.8	746.0	731.3	716.5	701.8	687.0	672.3	657.5	642.8	628.0	613.2
	Metal	4.5%	159.4	156.3	153.3	150.2	147.1	144.0	140.9	137.8	134.7	131.6	128.5
	Plastic	0.3%	9.8	9.6	9.4	9.2	9.1	8.9	8.7	8.5	8.3	8.1	7.9
	Corrugated cardboard/Paper	1.3%	46.4	45.5	44.6	43.7	42.8	41.9	41.0	40.1	39.2	38.3	37.4
	Other	4.3%	152.2	149.2	146.3	143.3	140.4	137.4	134.5	131.5	128.6	125.6	122.6
	Total		75.0%	3,506.0	3,438.0	3,370.0	3,302.0	3,234.0	3,166.0	3,098.0	3,030.0	2,962.0	2,894.0

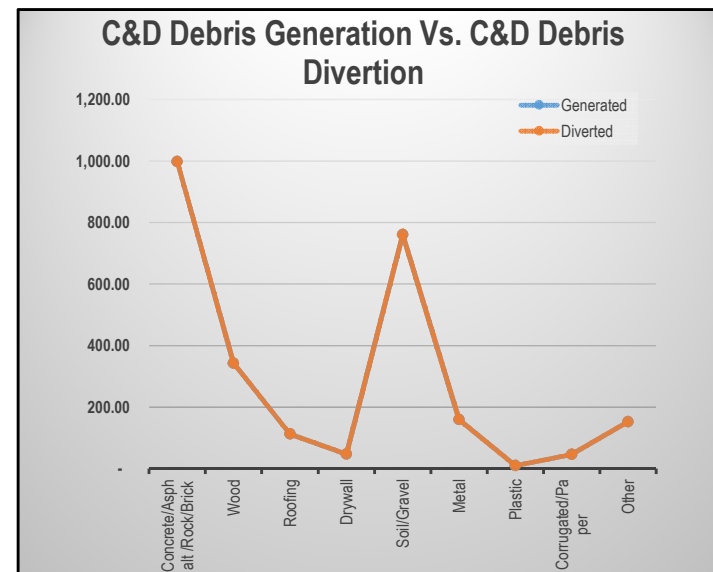
Step 4. Construction & Demolition (C&D) Debris Diversion Projections

Based on the total amount of C&D debris generated in the Planning Unit, which was entered in Step 3, this step will be used to calculate the % of this material that is diverted from the C&D debris waste stream. For this step, enter the amount of waste diverted for each material in the **purple** cells.

City of Long Beach

2018-2028

Materials	2017				
	C&D Debris Materials Composition (%)	C&D Debris Generated (Tons)	C&D Debris Diverted (Tons)	% C&D Diverted	
	Concrete/Asphalt/Rock/Brick	28.5%	998.0	998.0	100.0%
	Wood	9.8%	343.1	343.1	100.0%
	Roofing	3.2%	112.6	112.6	100.0%
	Drywall	1.3%	47.2	47.2	100.1%
	Soil/Gravel	21.7%	760.8	760.8	100.0%
	Metal	4.5%	159.4	159.4	100.0%
	Plastic	0.3%	9.8	9.8	99.8%
	Corrugated cardboard/Paper	1.3%	46.4	46.4	100.1%
	Other	4.3%	152.2	152.2	100.0%
Total		75.0%	3,506.0	2,629.5	75.0%



Step 5. Construction and Demolition (C&D) Debris Generation and Diversion Projections

This tab will be used to create goals for the amount of C&D debris the planning unit will divert for each year of the planning period. These goals will be entered as percentages, based on how much of the material generated that will be diverted for recycling or beneficial use.
The diversion goal percentages will be entered in the purple cells for each material and each year of the planning period.

			City of Long Beach																								2018-2028									
			2017			2018			2019			2020			2021			2022			2023			2024			2025			2026			2027			
C&D Debris Materials Composition (%)			C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted	C&D Debris Generated (Tons)	C&D Debris Diverted	% C&D Diverted				
Materials	Concrete/Asphalt/Rock/Brick	28.5%	998.0	998.0	100.0%	978.6	978.6	100.0%	959.3	959.3	100.0%	939.9	939.9	100.0%	920.6	920.6	100.0%	901.2	901.2	100.0%	881.8	881.8	100.0%	862.5	862.5	100.0%	843.1	843.1	100.0%	823.8	823.8	100.0%	804.4	804.4	100.0%	
	Wood	9.8%	343.1	343.1	100.0%	336.5	336.5	100.0%	329.8	329.8	100.0%	323.2	323.2	100.0%	316.5	316.5	100.0%	309.9	309.9	100.0%	303.2	303.2	100.0%	296.6	296.6	100.0%	289.9	289.9	100.0%	283.3	283.3	100.0%	276.6	276.6	100.0%	
	Roofing	3.2%	112.6	112.6	100.0%	110.4	110.4	100.0%	108.3	108.3	100.0%	106.1	106.1	100.0%	103.9	103.9	100.0%	101.7	101.7	100.0%	99.5	99.5	100.0%	97.3	97.3	100.0%	95.2	95.2	100.0%	93.0	93.0	100.0%	90.8	90.8	100.0%	
	Drywall	1.3%	47.2	47.2	100.1%	46.2	46.2	100.0%	45.3	45.3	100.0%	44.4	44.4	100.0%	43.5	43.5	100.0%	42.6	42.6	100.0%	41.7	41.7	100.0%	40.8	40.8	100.0%	39.8	39.8	100.0%	38.9	38.9	100.0%	38.0	38.0	100.0%	
	Solid/Gravel	21.7%	760.8	760.8	100.0%	746.0	746.0	100.0%	731.3	731.3	100.0%	716.5	716.5	100.0%	701.8	701.8	100.0%	687.0	687.0	100.0%	672.3	672.3	100.0%	657.5	657.5	100.0%	642.8	642.8	100.0%	628.0	628.0	100.0%	613.2	613.2	100.0%	
	Metal	4.5%	159.4	159.4	100.0%	156.3	156.3	100.0%	153.3	153.3	100.0%	150.2	150.2	100.0%	147.1	147.1	100.0%	144.0	144.0	100.0%	140.9	140.9	100.0%	137.8	137.8	100.0%	134.7	134.7	100.0%	131.6	131.6	100.0%	128.5	128.5	100.0%	
	Plastic	0.3%	9.8	9.8	99.8%	9.6	9.6	100.0%	9.4	9.4	100.0%	9.2	9.2	100.0%	9.1	9.1	100.0%	8.9	8.9	100.0%	8.7	8.7	100.0%	8.5	8.5	100.0%	8.3	8.3	100.0%	8.1	8.1	100.0%	7.9	7.9	100.0%	
	Corrugated Paper	1.3%	46.4	46.4	100.1%	45.5	45.5	100.0%	44.6	44.6	100.0%	43.7	43.7	100.0%	42.8	42.8	100.0%	41.9	41.9	100.0%	41.0	41.0	100.0%	40.1	40.1	100.0%	39.2	39.2	100.0%	38.3	38.3	100.0%	37.4	37.4	100.0%	
	Other	4.3%	152.2	152.2	100.0%	149.2	149.2	100.0%	146.3	146.3	100.0%	143.3	143.3	100.0%	140.4	140.4	100.0%	137.4	137.4	100.0%	134.5	134.5	100.0%	131.5	131.5	100.0%	128.6	128.6	100.0%	125.6	125.6	100.0%	122.6	122.6	100.0%	
Total			75.0%	3,506.0	2,629.5	75.0%	3,438.0	2,578.5	75.0%	3,370.0	2,527.5	75.0%	3,302.0	2,476.5	75.0%	3,234.0	2,425.5	75.0%	3,166.0	2,374.5	75.0%	3,098.0	2,323.5	75.0%	3,030.0	2,272.5	75.0%	2,962.0	2,221.5	75.0%	2,894.0	2,170.5	75.0%	2,826.0	2,119.5	75.0%

Appendix C

City Documents

C.1 - City of Long Beach Garbage and Refuse Ordinance

Chapter 12 GARBAGE AND REFUSE*

***Cross references:** Roll-off containers or dumpsters, § 7-240 et seq.

- Art. I. In General, §§ 12-1--12-17
- Art. II. City Collections, §§ 12-18--12-31
 - Div. 1. Generally, §§ 12-18--12-29
 - Div. 2. Department of Sanitation, §§ 12-30, 12-31
- Art. III. Recycling, §§ 12-32--12-44

ARTICLE I. IN GENERAL*

***Editor's note:** Ord. No. 1884/97, § 1, adopted June 17, 1997, amended the Code by repealing Art. I, §§ 12-1--12-3, and adding a new Art. I, §§ 12-1--12-4. Former Art. I pertained to similar subject matter, and derived from the Code of 1957, §§ 2-414.12(D) and 6-217; Ord. No. 3326-A, adopted July 5, 1960; Ord. No. 723, adopted July 7, 1964; Ord. No. 1133/72, adopted July 11, 1972; Ord. No. 1145/72, adopted October 3, 1972; Ord. No. 1153/72, adopted December 12, 1972; Ord. No. 1683, adopted January 3, 1989; and Ord. No. 1777/92, adopted April 7, 1992.

Sec. 12-1. Improper disposal of refuse.

- (a) No person shall dump any ashes, garbage, refuse or debris on any land within the geographical boundaries of the city or upon those areas over which the city has jurisdiction (including but not limited to all streets, avenues, boulevards, roads, runways, alleys, sidewalks, public way, the land adjacent to the bulkhead on the bay front, the Ocean Beach Park, (as defined in section 18-13 of this Code), public parks and any vacant land or lots within the city), except with the prior written consent and permission of the city council.
- (b) Any person committing an offense under the provisions of this section shall be guilty of a violation. Each occurrence shall constitute a separate and distinct violation. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate and distinct violation. Each violation, upon conviction, shall be punishable by a fine and/or imprisonment in accordance with the following schedule:
 - (1) Upon a first conviction, by a fine not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) or by imprisonment for a period not to exceed seven (7) days or by both such fine and imprisonment.
 - (2) Upon a second conviction, by a fine not less than two hundred fifty dollars (\$250.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ten (10) days or by both such fine and imprisonment.

- (3) Upon a third conviction or subsequent conviction, by a fine not less than five hundred dollars (\$500.00) and not more than two thousand five hundred dollars (\$2,500.00) or by imprisonment for a period not to exceed fifteen (15) days or by both such fine and imprisonment.

(Ord. No. 1884/97, § 1, 6-17-97)

Sec. 12-2. Hospital and medical laboratory waste.

- (a) No infectious waste material shall be dumped on any land within the geographical boundaries of the city or upon those areas which the city has jurisdiction (including but not limited to all streets, avenues, boulevards, roads, runways, alleys, sidewalks, public ways, the land adjacent to the bulkhead on the bay front, the Ocean Beach Park, as defined in section 18-13 of this Code, public parks and any vacant land or lots within the city).
- (b) Any person committing an offense under the provisions of this section shall be guilty of a violation. Each occurrence shall constitute a separate and distinct violation. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate and distinct violation. Each violation, upon conviction, shall be punishable by a fine of not less than one thousand dollars (\$1,000.00) and not more than ten thousand dollars (\$10,000.00) or by imprisonment for a period not to exceed fifteen (15) days or by both such fine and imprisonment.
- (c) The provisions of the New York Public Health Law and the Rules and Regulations of the Health Department of the State of New York shall control the interpretation of this section.

(Ord. No. 1884/97, § 1, 6-17-97)

Sec. 12-3. "Person" defined.

The word "person" as used in this chapter shall be construed to include any individual, association, firm, partnership, corporation, company or other entity and includes any officer, employee, department or agency of the above.

(Ord. No. 1884/97, § 1, 6-17-97)

Sec. 12-4. Penalties.

Where a penalty is not specified, any person who commits an offense under the provisions of this chapter shall be guilty of a violation. Each occurrence shall constitute a separate and distinct violation. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate and distinct violation. Each violation, upon conviction, shall be punishable by a fine not exceeding two hundred fifty dollars (\$250.00), or by imprisonment not exceeding fifteen (15) days or by both such fine and imprisonment.

(Ord. No. 1884/97, § 1, 6-17-97)

Secs. 12-5--12-17. Reserved.

Sec. 12-2. Hospital and medical laboratory waste.

ARTICLE II. CITY COLLECTIONS

DIVISION 1. GENERALLY

Sec. 12-18. Persons in charge of premises to provide receptacles for garbage; location.

- (a) It shall be the duty of each owner, lessee, tenant, householder, occupant, superintendent or manager of any building, premises or place of business in the city where garbage, refuse or ashes is produced, accumulated or exists, to provide himself or cause to be provided, and at all times to keep in the building or upon the premises or place of business, suitable and efficient galvanized or other metal receptacles fitted with tight covers for receiving and holding, without leakage, all garbage that may accumulate from the building, place of business or premises, or portion of the premises of which the person may be the owner, tenant, lessee, occupant, superintendent or manager.
- (b) Each metal receptacle required by subsection (a) for the reception and retention of garbage shall be kept on the premises no nearer to the street than the building line of the premises; and the receptacles shall not remain on any sidewalk or in any exposed place longer than may be necessary for the removal of the contents thereof, and the receptacles shall at all times be kept securely closed and covered.
- (c) The metal receptacles required by subsection (a) shall have a bail or handles for convenience in handling and shall be placed and kept at all times other than the period for the collection of the contents thereof, in a place sheltered from snow and inclement weather and safe from the interference of dogs and cats and sufficiently removed from the adjoining premises to prevent any offense thereto.
- (d) It shall be unlawful and a violation of this chapter for any person, firm or corporation specified in subsection (a) to install, cause to be installed or permit to exist after July 1, 1988, any in-ground receptacle or storage space designed for the accumulation of garbage or refuse, all or any portion of which is below the level of the adjoining ground.

(Code 1957, § 2-414.12; Ord. No. 1657/88, § 1, 4-5-88)

Sec. 12-19. Regulations to be promulgated by city manager concerning collection of garbage and refuse.

The city manager is authorized and empowered to promulgate rules and regulations concerning all details and requirements in connection with the times, places and manner of collection of garbage and refuse, and details and requirements as to times, places and manner of placement of garbage and refuse for collection. Such rules and regulations shall have all of the force and effect of a provision of this Code of Ordinances from and after the dates therein specified when published in the official newspaper of the City of Long Beach.

(Ord. No. 1658/88, § 1, 4-5-88)

Editor's note: Ord. No. 1658/88, § 1, adopted April 5, 1988, repealed § 12-19 in its

Sec. 12-18. Persons in charge of premises to provide receptacles for garbage; location.

entirety and enacted new provisions therefor. Former § 12-19 was concerned with receptacles for refuse other than garbage and derived from the Code of 1957, § 2-414.12.

Sec. 12-19.1. Reserved.

Editor's note: Section 12-19.1, relating to recycling newspapers, derived from Code of 1957, § 2-414(c)(5)(a), (b), and Ord. Nos. 1126/72, 1144/72 and 1633/87, was repealed by § 1 of Ord. No. 1787/92, adopted Sept. 1, 1992. See art. III of this chapter, § 12-32 et seq.

Sec. 12-20. Noncollectible refuse.

No dirt, earthen matter, ashes nor construction or demolition debris shall be collected as refuse, and such materials shall not be placed or deposited for collection as refuse.

(Ord. No. 1658/88, § 2, 4-5-88)

Editor's note: Ord. No. 1658/88, § 2, adopted April 5, 1988, repealed § 12-20 in its entirety and enacted new provisions therefor. Former § 12-20 was concerned with separate receptacles for dirt and ashes, and derived from the Code of 1957, § 2-414.12.

Sec. 12-21. Placement of containers for collection.

In all residential areas of the city it shall be unlawful to keep any garbage or refuse receptacle required by this division at any place other than one no closer to the curb than the building line nor farther from the curb than twenty (20) feet from the building line. In commercial areas, in premises having an alley to the rear or side thereof, the receptacles shall be kept on the side of the building adjacent to the alley against the building; in premises having no alley but having a driveway, the receptacles shall be kept in the driveway in the same location as that described in this section for residential areas; in premises having no driveway or alley, the receptacles may be kept on the sidewalk, for the period permitted by this division, against the side of the building.

(Code 1957, § 2-414.12)

Sec. 12-22. Cleanliness of receptacles.

All garbage receptacles and all other receptacles required by this division shall be kept clean and in a sanitary condition by the owners thereof.

(Code 1957, § 2-414.12)

Sec. 12-23. Service charges for collection of garbage imposed on commercial establishments.

- (a) The department of sanitation shall collect garbage, refuse and ashes from all commercial establishments upon the payment in advance of the quarter-annual service charges fixed for each such respective establishment, which charges shall be billed on the first day of each of the months of July, October, January and April in each fiscal year, and shall be paid quarter-annually by the owner or

operator of each such establishment on or before the tenth day of each such respective month. If such payment is not received by the City of Long Beach from the owner or operator of such establishment on or before the tenth day of each such respective month, then upon notice of such default to the owner of the subject premises upon which the commercial establishment is operating, the owner of said premises is required to pay such quarter-annual service charges within ten (10) days after notice of such default is given to such owner of said premises.

- (1) *Commercial use:* The charge for each commercial establishment shall be based upon a survey conducted by the city, which survey shall be available for inspection by any person affected by the same, computed at the rate of twenty-nine dollars and twenty-five cents (\$29.25) per cubic yard, as disclosed by such survey. Such survey shall remain effective until it shall be superseded by a subsequent survey.
- (2) Anything contained in the preceding paragraph (1) notwithstanding, the collection charge for hotels, adult homes, convalescent homes, nursing homes and other similar establishments shall be two hundred six dollars (\$206.00) per annum per unit.
- (3) *Long Beach housing authority:* the charge for each building owned and/or operated by the housing authority shall be based on a survey conducted by the city, which survey shall be available for inspection by the housing authority. Based on the cooperation agreements entered into between the city and the housing authority, unless there is an agreement to the contrary, the user fee shall be based on a per cubic yard usage, as disclosed by the survey and shall be computed at a rate of seventy-five (75) percent of the commercial use as set forth in (a)(1) above. The survey shall remain effective until it shall be superseded by a subsequent survey. If the owner or operator of the commercial establishment or the landlord or owner of the subject premises upon which any commercial establishment operates disputes or shall make a complaint concerning the inequities in the application of the foregoing collection charges, such dispute or complaint must be made in writing to the city manager within thirty (30) days from the date the charges are billed.

The city manager may hear, investigate and determine any complaints concerning specific charges or inequities in the application of such charges and may make equitable adjustments on the basis of the foregoing criteria.

- (b) The minimum collection charge for any commercial establishment shall be one hundred thirty one dollars (\$131.00) per quarter.
- (c) *Storage:*
 - (1) All commercial garbage and refuse shall be placed in plastic, sealed bags at curbside, no larger than twenty (20) gallons' capacity.
 - a. In no event shall there be any oil or grease left for the city's curbside collection program. The owner, manager and/or operator of the commercial establishment shall be responsible for the proper disposal and labeling of such refuse by private collection.
 - (2) All cardboard and paper shall be broken down, baled or tied.

Sec. 12-23. Service charges for collection of garbage imposed on commercial establishments.

- (3) If a compactor is utilized, the maximum compacted weight per bale shall not exceed forty (40) pounds.
- (d) Notwithstanding the provisions of this Code or any other city ordinance, all fees and charges for the collection of garbage, refuse and ashes by the department of sanitation provided for by this section shall be payable in advance by any seasonal commercial establishment for the period from the date of the issuance of a license under an applicable provision of this Code or other city ordinance to the last day of September of the then current year where the charge is on a seasonal basis; or for the period from the date of the issuance of a license under an applicable provision of this Code or other city ordinance to September tenth of the then current year where the charge is on a monthly basis.
- (e) In the event of nonpayment of the fees fixed in this section, collection service may be discontinued; and, if payment is not made within thirty (30) days after the due date, a penalty shall be imposed at the rate of one and one-half (1 1/2) percent per month from the date payment is due until the date payment is made.
- (f) Notwithstanding any prior provision of this section, all fees and charges for the collection of garbage, refuse and ashes by the department of sanitation from the housing authority as provided in this section shall be payable at the end of the month following the collection. Billing shall be made at the end of the month and shall be payable within thirty (30) days of the housing authority being billed.

(Code 1957, § 2-414.12(A--C); Ord. No. 460-N, § 1, 7-5-60; Ord. No. 460-O, § 1, 9-6-60; Ord. No. 460-P, § 1, 10-4-60; Ord. No. 780, § 1, 3-1-66; Ord. No. 861, § 1, 10-3-67; Ord. No. 1097/71, §§ 1--3, 11-29-71; Ord. No. 1129/72, § 1, 6-6-72; Ord. No. 1147/72, § 1, 10-3-72; Ord. No. 1192/73, § 1, 12-18-73; Ord. No. 1261/74, § 1, 11-26-74; Ord. No. 1300/75, § 1, 11-18-75; Ord. No. 1401/79, § 1, 8-21-79; Ord. No. 1408/79, §§ 1, 2, 12-18-79; Ord. No. 1412/80, §§ 1, 2, 3-4-80; Ord. No. 1468/82, § 1, 3-16-82; Ord. No. 1491/83, § 1, 2-1-83; Ord. No. 1548/84, § 1, 5-29-84; Ord. No. 1632/87, § 3, 7-21-87; Ord. No. 1719-90, § 1, 4-3-90; Ord. No. 1771/92, § 1, 1-7-92; Ord. No. 1782/92, § 1, 6-16-92; Ord. No. 1884/97, § 1, 6-17-97; Ord. No. 1913/99, § 1, 4-20-99; Ord. No. 1921/99, § 1, 7-6-99; Ord. No. 1958/02, § 1, 6-18-02; Ord. No. 1990/04, § 1, 7-20-04; Ord. No. 2090/14, § 1, 6/17/2014)

Sec. 12-24. Sanitation charges for collection of garbage imposed on residential properties.

- (a) The owner or owners of every parcel of real property in the city in which one (1) or more residential units is or are located shall pay to the city annually in advance one-half (1/2) on July 1 of each year, beginning July 1, 2014, and one-half (1/2) on January 1 of each year, beginning January 1, 2015, sanitation charges in the amount of five hundred seventy-five dollars (\$575.00) for each residential unit contained in such parcel of property for the collection of garbage, paper and refuse from said premises.
- (b) Bills for such residential sanitation charges shall be mailed to each such owner or other person to whom tax bills for said premises are mailed, and shall be due and payable and shall become a lien on such premises one-half (1/2) on July 1 and one-half (1/2) on January 1 of each year in advance, and may be paid without interest or penalty on or before July 31 and January 31 next succeeding the due date. If July 31 or January 31 falls on a Saturday, Sunday or legal holiday, such

Sec. 12-24. Sanitation charges for collection of garbage imposed on residential properties.

residential sanitation charge may be paid without penalty not later than the next business day.

- (c) The failure to mail or to receive a bill for any sanitation charges shall not affect the validity of any such sanitation charge.

(Ord. No. 1548/84, § 2, 5-29-84; Ord. No. 1750/91, § 1, 4-16-91; Ord. No. 1778/92, § 1, 4-21-92; Ord. No. 1884/97, § 1, 6-17-97; Ord. No. 1921/99, § 1, 7-6-99; Ord. No. 1958/02, § 1, 6-18-02; Ord. No. 2001/05, § 1, 5-3-05; Ord. No. 2052/10, § 1, 6-15-2010; Ord. No. 2090/14, § 1, 6/17/2014)

Editor's note: Section 12-24, relative to charges imposed on outside contractors for use of city incinerator was repealed by § 2 of Ord. No. 1548/84, enacted May 29, 1984. Said section derived from Code 1957, § 2-414.12; Ord. No. 460-M, § 1, Oct. 6, 1959. Further, § 2 of Ord. No. 1548/84 enacted a new § 12-24 as set out above.

Sec. 12-25. Supervision of collection and disposal operations.

- (a) All refuse accumulated in the city shall be collected, conveyed and disposed of under the supervision of the superintendent of operations, or next in charge, who shall have the authority to make regulations concerning the days of collection, type and location of waste containers, and such other matters pertaining to the collection, conveyance and disposal as shall be found necessary, and to change and modify the same, after notice as required by law, provided that such regulations are not contrary to the provisions hereunder.
- (b) The superintendent of operations, or next in charge, may provide for the disposal of refuse collected in a sanitary district, village or town at a site owned and maintained by the City of Long Beach for the disposal of refuse, and the superintendent of operations, or next in charge, shall have the authority to make regulations with respect thereto.
- (c) The disposal of the refuse shall be by incineration or other means consistent with accepted practices as prescribed by the superintendent of operations, or next in charge, or any other governmental agency having authority to control or regulate such facilities.
- (d) Regulations as to hours of operation at the incineration site, the outside pickup zones, the type and volume of materials considered to be acceptable or any other regulations concerning the control of refuse shall be established, modified and revised by the superintendent of operations, or next in charge, from time to time, as operational conditions may require.
- (e) The superintendent of operations, or next in charge, may reject any and all refuse brought for disposal.

(Code 1957, § 2-414.12(C)(6); Ord. No. 1141/72, § 1, 8-1-72)

Sec. 12-26. Private incineration or burning of solid waste prohibited.

- (a) *Purpose.* The purpose of this section is to reduce to a minimum the dissemination of smoke, gas, dust, odor or any other atmospheric pollutant caused by private incineration of garbage and solid wastes within the City of Long Beach to ensure and maintain a reasonable degree of purity of the air

resources therein and maintain and improve the natural and environmental resources for the protection of our present and future citizens.

- (b) Commencing six (6) months after the effective date of this section, no person shall use, or permit the use of, or operation of, refuse burning equipment or incinerators within the City of Long Beach.
- (c) Any person who shall violate the provisions of this section shall be guilty of a violation punishable for each violation by a fine not exceeding two hundred fifty dollars (\$250.00), or by imprisonment not exceeding fifteen (15) days, or by both such fine and imprisonment. Each day such violation continues shall constitute a separate violation.

(Ord. No. 1257/74, § 1, 11-6-74)

Sec. 12-27. Bulk collections.

- (a) No person shall place any bulk items at the curb for collection at any time other than as prescribed pursuant to section 12-25 of this chapter.
- (b) All bulk items to be collected shall be placed at the curb for collection between the hours of 9:00 p.m. on the evening prior to the specified appointment date described in subdivision (a) herein and 7:00 a.m. on the said specified appointment date and at no other time or times.
- (c) For the purposes of this section, "bulk items for collection" shall be defined as any large items being discarded that cannot be contained in the receptacles required by subsection 12-18(a) of this chapter and shall include but not be limited to, such items as major kitchen appliances, furniture, mattresses, lumber and other sizable objects.

(Ord. No. 1427/80, § 1, 8-5-80; Ord. No. 1488/82, § 1, 11-3-82)

Secs. 12-28, 12-29. Reserved.

DIVISION 2. DEPARTMENT OF SANITATION

Sec. 12-30. Created.

There shall be a department of sanitation under the supervision and direction of a superintendent of sanitation.

(Code 1957, § 2-414.12; Ord. No. 1658/88, § 3, 4-5-88)

Sec. 12-31. Superintendent of sanitation.

A superintendent of sanitation shall be appointed by the city manager. The compensation of the superintendent of sanitation shall be fixed by the council.

(Code 1957, § 2-414.12)

ARTICLE III. RECYCLING

Sec. 12-27. Bulk collections.

Sec. 12-32. Legislative intent.

In order to reduce the economic and environmental costs associated with the disposal of solid waste and further encourage the reuse of recyclable materials, the City of Long Beach hereby establishes a comprehensive recycling program which will be mandatory for all residential, commercial, industrial and institutional entities within the city limits. The goal of this program is to remove those recyclable materials that are deemed to be economically marketable. By doing so, the city can effectively promote the reuse of valuable materials, preserve natural resources and decrease potential contaminants from entering the environment. The implementation of said comprehensive recycling program will result in an immediate decrease in the amount of disposable solid waste and correspondingly reduce the costs expended on such disposal, thus providing relief to taxpayers within the City of Long Beach.

The enactment of this legislation will permit the city to conform with applicable provisions of the New York State Solid Waste Management Act of 1988, which requires that local municipalities adopt laws which provide for regulating and enforcing the separation of solid waste into economically marketable, recyclable and/or reusable components.

In addition, this section of the Municipal Code of the City of Long Beach shall serve as the city's endorsement and promotion of the use of goods and products manufactured from or derived from recyclable materials, to further encourage and facilitate recycling efforts.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-33. Definitions.

As used in this article, the following definitions shall apply:

- (a) *Glass*: All clear (flint), amber, brown and green glass bottles and jars rinsed clean of food, beverage or other residue with lids or caps removed and discarded. Mirrors, crystal, laminants, ceramics, porcelains, windows and plate glass are excluded from the program.
- (b) *Lead-Acid Batteries*: Lead-acid batteries utilized in motorized vehicles shall be considered a recyclable material but will not be part of the city's curbside collection program and will be deemed illegal for disposal in regular trash collections. All such batteries must be disposed of at a designated battery recycling location or returned to a retail store that sells lead-acid batteries. New York State law requires that such establishments accept such batteries without charge.
- (c) *Metal*:
 - (1) *Cans*: Containers comprised of aluminum, tin, ferrous or bi-metal components which contained only food and/or beverage substances, and are rinsed clean of food residue.
 - (2) *Scrap/bulk*: All ferrous and nonferrous metals, including steel, aluminum and composite cans, containers, scrap metal, wire, piping, fencing, tubing, sheet metal, etc. Such materials must be free of chemical contamination. Boilers, auto/boat batteries, oil/gas tanks or pipe lengths

that exceed four (4) feet in length will be excluded from this program.

- (d) *Motor Oil:* Motor oil shall be considered a recyclable material but will not be part of the city's curbside collection program. Waste motor oil will be disposed of by residents and occupants of the City of Long Beach at service stations and/or those retailers of motor oil, required to accept such materials, under state law.
- (e) *Paper Products:*
 - (1) *Corrugated paper:* Corrugated cardboard containers, boxes and packaging which are empty and free of contaminants such as oils, greases, adhesives, metals, plastics, food wastes, packaging materials or other refuse. This term excludes residential quantities.
 - (2) *Newspaper:* Newsprint and all newspaper and newspaper enclosures such as advertisement, supplements and comics; as well as magazines, telephone books and brown paper bags that are dry and free of contaminants such as dirt, adhesives, oils and food waste. Newspaper recyclables do not include miscellaneous stationery products, letters, envelopes, junk mail, blueprint paper, office paper, computer paper, books or paper products other than those delineated above.
 - (3) *Non-newspaper recycleable products:* Shall include office paper, junk mail and miscellaneous mixed paper.
- (f) *Plastics:* Containers composed of only polyethylene terephthalate (PET) and high-density polyethylene (HDPE) plastics, used for food, beverage, detergent bleach and hair care substances. All containers must be empty, rinsed of residues and contaminants and free of lids or caps. Under the resin-coding system established by the Society of Plastics Industries, PET and HDPE plastic products are assigned the code numbers of "1" and "2" respectively.
- (g) *Recyclable Materials or Recyclables:* Any discarded materials designated by this article, and/or by subsequent resolution of the City Council of Long Beach pursuant to this article which can be reclaimed economically by source separation for the purpose of recycling, reduction and/or reuse.
- (h) *Source Separation (or) Curbside Collection of Recyclables:* The separation of designated recyclables from the solid waste stream by the generator at the point of generation. The recyclables shall be handled as defined within this article, and be placed at curbside for collection on days assigned by the city.

(Ord. No. 1787/92, § 1, 9-1-92; Ord. No. 1875/97, § 1, 3-18-97)

Sec. 12-34. Curbside collection established.

- (a) The City of Long Beach as part of its comprehensive recycling program has established a curbside collection plan for recyclables which shall encompass all residential, commercial, industrial and institutional entities within the jurisdictional limits of the city. Excluded from the mandatory provisions of this program will be all residents who can demonstrate physical disability.
- (b) All residential, commercial, industrial and institutional entities, unless excluded as per subsection (a), shall source separate from the solid waste stream, those recyclables designated by the City Council of Long Beach as being economically

marketable, and place them at curbside in a manner as prescribed in section 12-35 of this article, on the day(s) specified for collection by the city.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-35. Preparation of recyclable materials for curbside collection.

- (a) Upon the effective date of this article [September 1, 1992], a mandatory curbside program is established for the separate collection of components of the solid waste stream designated by the City Council of Long Beach as being recyclable. The recyclable items for collection, delineated herein, may by city council resolution be expanded or shortened depending upon the current financial marketability of each material.
- (b) It shall be the responsibility of each resident and/or occupant within the jurisdiction of the City of Long Beach to ensure that all recyclable materials are properly separated from other discarded materials, are cleaned of contaminants, and are otherwise prepared for collection in accordance with the procedures detailed in this section. All recyclables are to be placed in designated recyclable containers. When the amount of recyclable materials exceeds the capacity of the designated container(s), excess materials shall be placed securely in separate containers alongside designated container(s) at curbside.
- (c) Recyclable materials shall be placed at curbside consistent with the recycling schedule established by the City Council of Long Beach.
- (d) The city will only collect recyclable materials at curbside that are prepared for pickup consistent within the requirements specified herein. In all cases recyclables must be rinsed clean of all food residue or chemical contamination. Each container, bag, bundle and/or receptacle that is used for the curbside storage of recyclables shall not exceed thirty-five (35) pounds in total weight when filled.
- (e) Newspaper recyclables may be placed in brown paper bags or tied with twine in bundles not to exceed thirty-five (35) pounds in weight nor one (1) foot in thickness. Such bundles shall be placed within or on top of the designated recycling containers or adjacent to the container. Papers are not to be secured with wire or plastic bindings and/or placed in plastic trash bags.
- (f) Corrugated boxes, cardboard, cardboard cartons, pasteboard or similar paper materials are to be broken down and tied securely with twine. Wire or plastic binding should not be used. All bundles should be not larger than thirty-five (35) pounds in weight or four (4) feet in length. The residential community will not be required to separate corrugated materials from their solid waste stream. This provision applies to all commercial, industrial and institutional entities within the jurisdiction of the City of Long Beach.
- (g) Those plastic bottles and containers deemed as being recyclable shall be placed within designated recycling container(s) and shall be devoid of lids or caps.
- (h) All clear, amber, brown and green glass bottles and jars shall be placed within the designated recycling container(s) and shall be devoid of caps.
- (i) Metal containers comprised of aluminum, tin, ferrous or bi-metal components shall be placed within the designated recycling container.

Sec. 12-35. Preparation of recyclable materials for curbside collection.

- (j) Scrap (bulk) metal shall be placed at curbside on days scheduled. The city will accept no more than four (4) items per location per pickup day. All metal pipes put out for recycling must be no more than four (4) feet in length.
- (k) In the event that the City of Long Beach determines that additional or revised measures and/or preparation are necessary in order to properly market recyclable materials, the city reserves the power to require city residents and occupants to undertake such actions. Such changes would be subject to reasonable advance notice by the city.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-36. Containers designated for recyclable materials.

(a) *Residential structures; One- and Two-Family Structures:*

- (1) All residents or occupants of one- and two-family structures within the City of Long Beach shall be required to utilize red, five-gallon plastic containers embossed with the recycling logo, for the placement of recyclable materials for curbside collection. These containers must be kept in a clean condition at all times and should not be utilized for any purpose other than as delineated within this article.
- (2) Residents or occupants shall affix their respective street addresses to any recycling container, in a manner that is legible and permanent.
- (3) In the event that such containers are lost, damaged, stolen or additional receptacles are needed, containers can be purchased for a fee of five dollars (\$5.00) per unit from the department of public works. The containers will be delivered to the purchaser by the city upon receipt of payment.
- (4) Physically disabled residents of the City of Long Beach will be excluded from the mandatory provisions of this article.

(b) *Multifamily Residential Complexes:*

- (1) For purposes of this article, all single properties or contiguous properties under common ownership, control or management which possess three (3) or more residential units shall be considered multifamily residences.
- (2) Where the use of individual recyclable containers is practicable, the curbside collection of recyclable materials should proceed consistent with section 12-36(a).
- (3) Where the use of individual recyclable containers is not feasible, multifamily residential complexes shall establish private collection programs, capable of source separating, collecting and placing those designated recyclable materials at curbside, in a manner prescribed in this article, for pickup by the city.

The owner, manager and/or superintendent of each multifamily residential complex shall provide and maintain, in a neat and sanitary condition, recycling collection areas to receive and prepare designated recyclables generated

within the complex.

- (4) Where recyclable materials are to be placed at curbside adjacent to non-recyclable refuse, the recyclables shall be contained or packaged in a manner that is easily identifiable by city sanitation forces. To facilitate the identification of recyclables at curbside, the city has designated that "clear" plastic trash bags only shall be utilized for these materials. Where the use of such bags is not feasible, recyclables shall be placed in bins or receptacles labeled with a "LONG BEACH RECYCLABLES" sticker. Stickers can be obtained from the city at no cost.
 - (5) Physically disabled residents of the City of Long Beach will be excluded from the mandatory provisions of this article.
- (c) *Commercial, Industrial and Institutional Establishments:*
- (1) All commercial, industrial and institutional establishments within the jurisdiction of the City of Long Beach shall be subject to the source separation requirements designated in this article. As of the effective date of this article [September 1, 1992], such establishment must remove designated recyclable materials from the solid waste stream and prepare them for curbside collection by the city. The arrangements for the internal handling of recyclables shall be the owner, manager and/or operator of the establishment or his contractor and must include all materials generated at that location. All recyclable materials must be prepared consistent with the requirements delineated in this article.
 - (2) Where recyclable materials are to be placed at curbside adjacent to non-recyclable refuse, the recyclables shall be contained or packaged in a manner that is easily identifiable by city sanitation forces. To facilitate the identification of recyclables at curbside, the city has designated that "clear" plastic trash bags only shall be utilized for these materials. Where the use of such bags is not feasible, recyclables shall be placed in bins or receptacles labeled with a "LONG BEACH RECYCLABLES" sticker. Stickers can be obtained from the city at no cost.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-37. Collection of recyclable materials.

Collection days for recyclables will be established by the City Council of Long Beach. The city reserves the right to alter schedules; however, ample prior notification of affected parties will be made when such changes are proposed.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-38. Unlawful and nuisance activities.

- (a) The following acts shall be deemed as violations to the City Code of Ordinance and shall be subject to the enforcement provisions specified within this article. It shall be unlawful for:
 - (1) Any person to collect, remove or dispose of solid waste generated within the jurisdiction of the City of Long Beach which consists of recyclable

Sec. 12-37. Collection of recyclable materials.

materials combined with other forms of solid waste as per the effective date of this article [September 1, 1992].

- (2) Any person, other than those persons lawfully authorized, to collect any designated recyclable or scavenge or remove any articles from any recyclable container which has been placed at the curbside for collection or at drop-off point.

Each such collection in violation hereof, from one (1) or more property locations, shall constitute a separate and distinct offense.

- (3) Any person, having custody or control of residential, commercial, industrial and/or institutional premises within the City of Long Beach shall permit or cause any garbage, refuse, rubbish as well as recyclable materials, under their jurisdiction, to become a hazard or potential hazard to health and/or safety; or impede pedestrian or vehicular travel; or become a nuisance of any sort.
- (4) Any person to place or cause to be placed any non-recyclable material in or near a designated recycling container or drop-off point.
- (5) Any person to place recyclables at curbside not more than one (1) hour before sunset on the day prior to the regularly scheduled collection; or keep emptied receptacles or containers at curbside more than twelve (12) hours after collection.
- (6) Any person to hinder, obstruct, prevent or otherwise interfere with City of Long Beach employees or any authorized persons in the performance of their duties under this article and/or in the enforcement of this article.
- (7) Any person to violate or to cause to assist in the published violation of any provision of this article or any rules and regulations promulgated by the City Council of Long Beach concerning recycling.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-39. Enforcement: Promulgation of additional rules and regulations.

The City Council of Long Beach authorizes the city manager and duly appointed representative(s) to enforce the mandatory provisions of this article and to administer the recycling program elements established herein. The same individuals may adopt and promulgate, amend and repeal rules and regulations implementing this article in order to carry out and enforce the intent and purposes thereof.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-40. Discontinuing solid waste collection.

The City of Long Beach or any other person collecting solid waste generated within this city reserves the right to refuse the collection of solid waste, rubbish or refuse from any person who has clearly failed to source separate recyclables designated under an applicable section of this article.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-39. Enforcement: Promulgation of additional rules and regulations.

Sec. 12-41. Private solid waste collection contracts.

- (a) Nothing contained in this article shall be construed to interfere with or in any way modify the provisions of any existing contract in force in the city on the effective date of this article [September 1, 1992].
- (b) No renewal of any existing contract upon the expiration of the original term thereof and no new contract for the collection, transportation, processing or purchase of solid waste or recyclables shall be entered into after the effective date of this article unless renewal of such contract shall conform to the requirements of this article.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-42. Penalties for Offense.

- (a) In the event that an owner or occupant of a dwelling within the City of Long Beach fails to separate and prepare recyclable materials for collection in accordance with the provisions set forth in this article after being given reasonable notice of these requirements; collection of solid waste, refuse and/or rubble from these premises may be suspended at the discretion of the city manager or an authorized representative. Such suspension will be in effect until such time as the offender can demonstrate compliance. Concurrently, the offending owner or occupant is subject to fines and/or imprisonment as denoted in subsection (b) below.
- (b) Any person committing an offense against the provisions set forth in this article shall be guilty of a violation. Each occurrence shall constitute a separate violation. Such an offense shall be punishable by a fine and/or imprisonment in accordance with the following schedule:
 - (1) For a first conviction, by a fine not to exceed one hundred dollars (\$100.00) per violation.
 - (2) For a second conviction within one (1) year of the initial infraction, by a fine not to exceed two hundred fifty dollars (\$250.00) per violation.
 - (3) For a third conviction within one (1) year of the initial infraction, by a fine not less than one thousand dollars (\$1,000.00) per violation.
 - (4) For a fourth conviction within one (1) year of the initial infraction, by a fine not less than one thousand dollars (\$1,000.00) and not more than twenty-five hundred dollars (\$2,500.00) per violation; at the discretion of a court of competent jurisdiction, a sentence of imprisonment for a term not to exceed fifteen (15) days or a comparable time served in community service related to the purposes of this article.
 - (5) All fines and/or imprisonment for subsequent violations will be at the discretion of the courts, but will not be less than the sentence as prescribed under subsection (4).
- (c) Each continuing day of violation of this article shall constitute a separate offense.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-43. Miscellaneous.

- (a) *Construal*: The terms and provisionals of this article are to be liberally construed so as best to achieve and effectuate the goals and purposes hereof.
- (b) *Severability*: The provisions of this article are severable. If any provision of this article or its application to any person or circumstance is held invalid, said invalidity shall not affect any other provision or application of this article which can be given effect without the invalid provision or application of the article.
- (c) *Recyclable Materials (Inclusion and Deletion)*: The City Council of Long Beach reserves the right to periodically add or delete recyclable materials for curbside collection.
- (d) *Exclusions*:
 - (1) The City Council of Long Beach has excluded physically disabled residents from the mandatory provisions of this article.
 - (2) Where hardship can be demonstrated, establishments within the city may be relieved of mandatory compliance of the provisions of this article.

(Ord. No. 1787/92, § 1, 9-1-92)

Sec. 12-44. Effective date.

The effective date for mandatory recycling shall be September 1, 1992.

(Ord. No. 1787/92, § 1, 9-1-92)

The following Ordinance was moved by Ms. Goggin
and seconded by Mr. Eramo :

**ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF LONG BEACH RE: CARRYOUT BAGS.**

BE IT ENACTED, by the City Council of the City of Long Beach, New York, as follows:

Sec.1. Chapter 14, Article VII, entitled “Television Sales and Services” of the Code of Ordinances of the City of Long Beach, shall be repealed, rescinded and revoked, as this Article was codified in 1957 and is no longer germane and applicable, and shall be replaced with a new Article VII entitled “Carryout Bags”, to be added to Chapter 14, to read as follows:

“Chapter 14. LICENSES AND BUSINESS REGULATIONS.

Article VII. Carryout Bags.

Sec. 14-133. Legislative Intent

This Article is enacted to promote the use of reusable bags over carryout bags, in order to reduce the negative environmental and economic impacts associated with carryout bags. Most carryout bags made from either plastic, paper or other materials do not readily decompose and contribute to problematic litter because of their lightweight, allowing them to be blown onto sidewalks, into trees, into the ocean and onto the beach, as well as into the streets blocking storm drains. The City finds that imposing a bag fee on the customer can create a shift in consumer behavior toward the use of reusable bags and significantly reduce the amount of carryout bags within our City.

Sec. 14-134. Definitions.

As used in this Article, the following terms shall be defined as follows:

Business Establishment shall mean any business required to be licensed pursuant to Section 14-15 of this Chapter that provides carryout bags to its customers.

Carryout Bag shall mean a bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases.

Exempt Bag shall mean any of the following: (i) a bag without handles that is used to carry produce, meats, loose baked goods, loose dry goods, dry cleaning, newspaper delivery bags, liquor store sales, flowers or other non-prepackaged food items to the point of sale within a store or market, or to prevent such items from coming in direct contact with other purchased items or (ii) a bag provided by a doctor, pharmacist or veterinarian to carry prescription drugs.

Reusable Carryout Bag shall mean a carryout bag with handles that is specifically designed and manufactured for multiple reuse and is either (i) made of cloth or other machine washable fabric or (ii) made of durable plastic that is at least 2.25 mils thick and is specifically designed and manufactured for multiple reuse.

Sec. 14-135. Fee and Fee Exemptions.

(a) Fee: Business establishments shall charge a fee of not less than five (5) cents for each carryout bag provided to any person. City run facilities, City sponsored events and any event held on City property shall also charge a fee of not less than five (5) cents for each carryout bag provided to any person.

No business establishment shall charge this fee for an exempt bag. All monies collected shall be retained by the business establishment.

(b) Fee Exemptions:

(1) All business establishments that provide carryout bags to customers shall provide said bags free of charge for items purchased by any person using the New York State Supplemental Nutrition Assistance Program (SNAP) or New York State Special Supplemental Nutrition Program for Women, Infants and Children (WIC), as full or partial payment.

(2) No business establishment shall charge a fee or prevent a customer from using a bag of any kind that they have brought for the purposes of carrying goods from such business establishment.

Sec. 14.136. Regulations.

(a) All business establishments shall post signs at or near points of sale located in such establishments to notify customers of the provisions of this Article.

Sec. 14-137. Penalties for offenses.

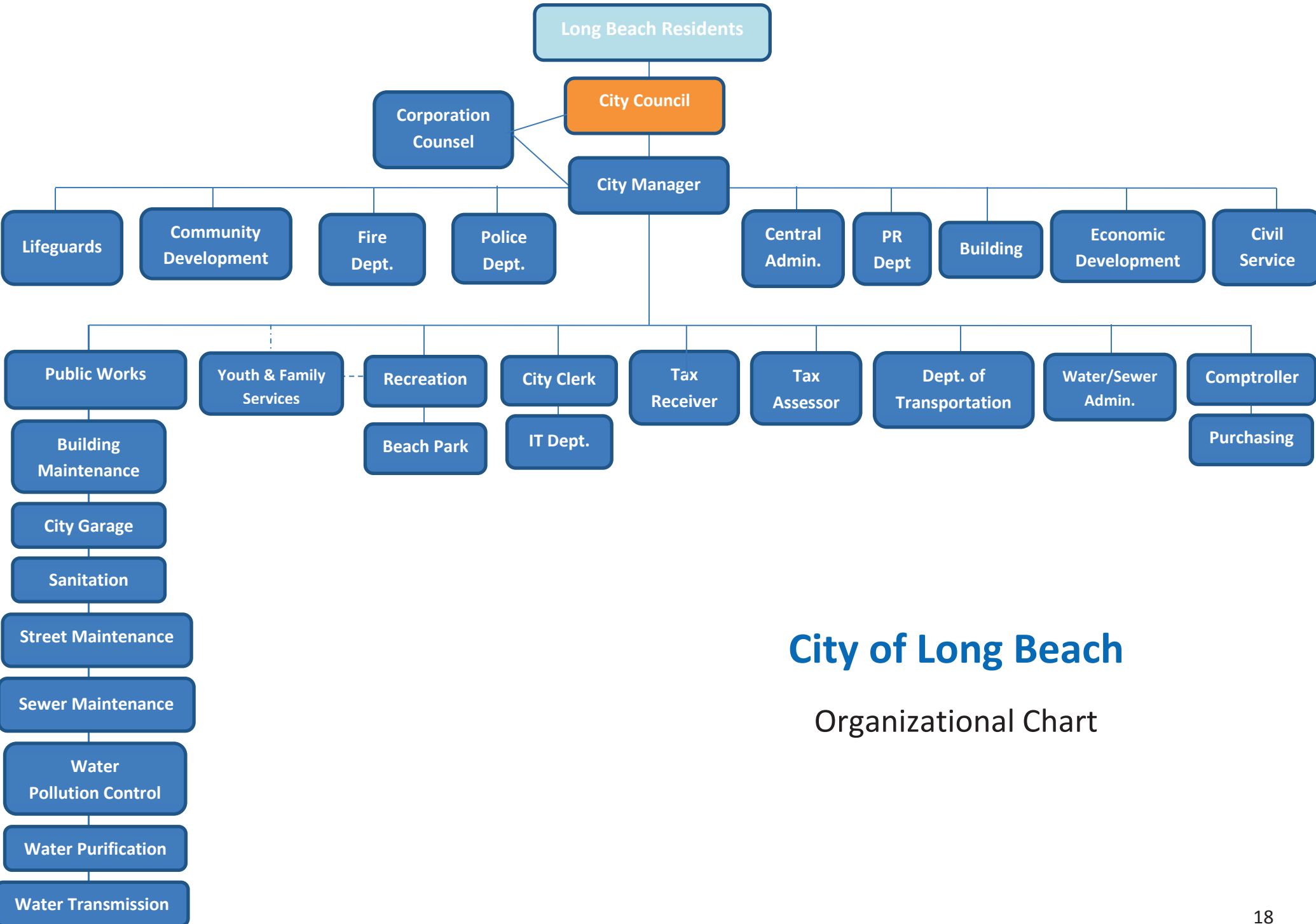
(a) A fine may be imposed upon any business establishment that has provided a carryout bag to a customer in violation of this Article, as follows:

- (1) A fine not exceeding one hundred dollars (\$100.00) for a first violation;
- (2) A fine not exceeding two hundred dollars (\$200.00) for a second violation;
- (3) A fine not exceeding two hundred fifty dollars (\$250.00) for a third violation and subsequent violations.

(b) In the event of a continuing violation, each day such offense continues shall constitute a separate additional violation.”

Sec. 2. This Ordinance shall take effect April 22, 2017 (Earth Day).

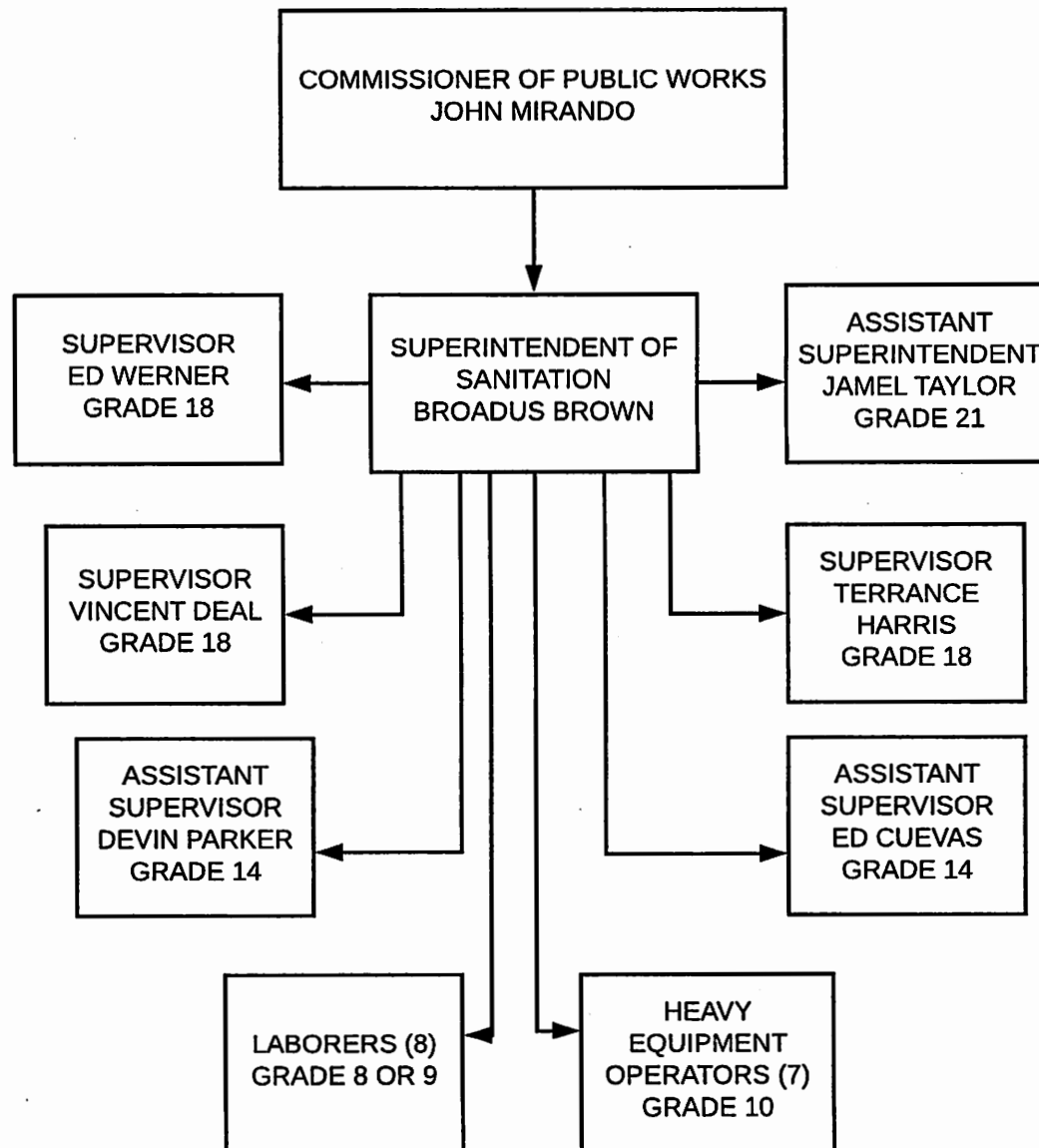
C.2 – City of Long Beach Organizational Chart



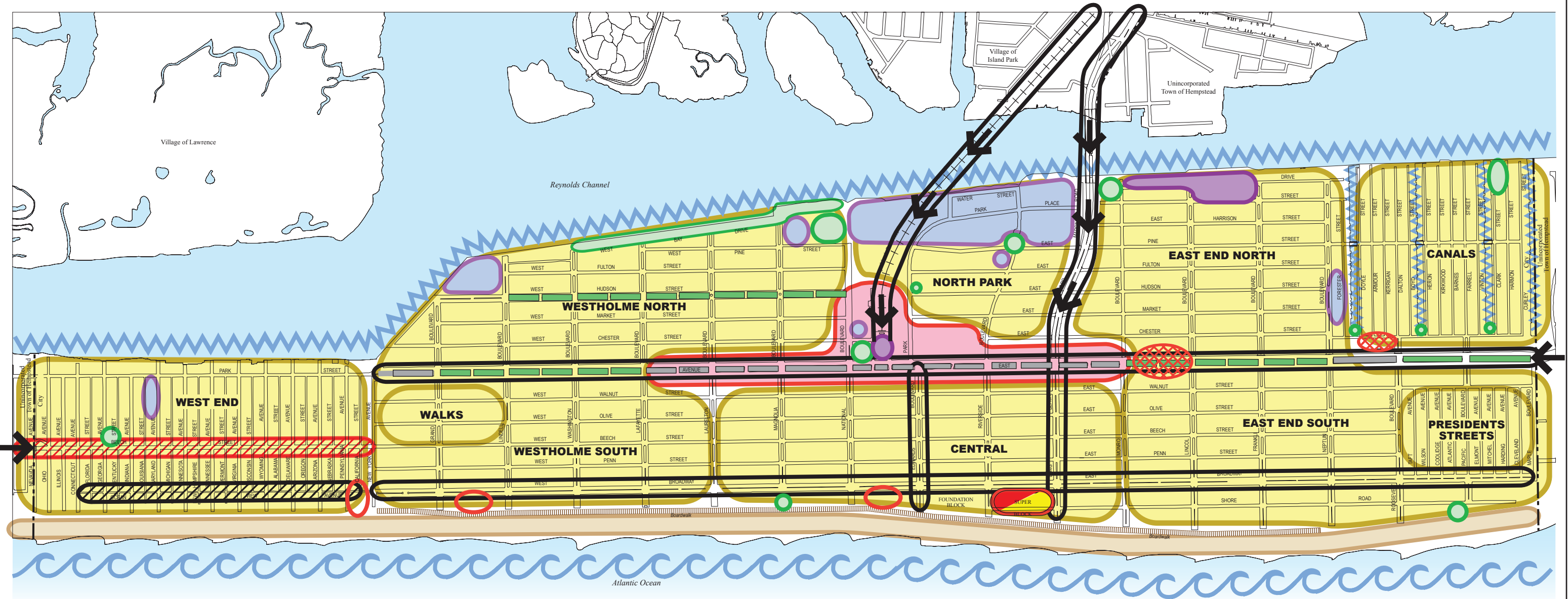
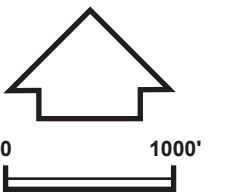
City of Long Beach
Organizational Chart

CITY OF LONG BEACH ORGANIZATIONAL CHART - SANITATION DEPARTMENT

(December 2018)



C.3 – City of Long Beach Community Structure Plan



- | | | | |
|--|---|--|---------------------------------------|
| | Downtown, Government/Transportation Center | | Beach/Open Space |
| | Community Commercial Area | | Parks/Promenade/Open Space |
| | Neighborhood Commercial Node | | Waterfront |
| | Seasonal Commercial | | Residential Neighborhoods |
| | Approved Unbuilt Mixed Use | | Public Facilities/Industry |
| | Major Transportation Corridors/Modes | | Major Institution |
| | Pedestian/Bike Corridor | | Gateway |
| | Boardwalk | | Major Parking/Open Space Malls |

COMMUNITY STRUCTURE

COMPREHENSIVE PLAN City of Long Beach, New York

C.4 – City of Long Beach Sanitation and Recycling Collection Information

RESIDENTIAL & COMMERCIAL SANITATION & SINGLE STREAM RECYCLING GUIDELINES

Place garbage & recycling receptacles curbside after 9p.m. the day prior to collection and no later than 7a.m. day of collection. All containers/bags used should not exceed 40 pounds.

SANITATION GUIDELINES

When using bags, refuse shall be placed in plastic sealed bags at curbside, *no larger than twenty (20) gallon capacity.*

Bulk Pickup: (Four items per pickup) is available by appointment on Monday, Tuesday, Thursday or Friday. Use the Long Beach Response App or call (516) 431-1011.

Hazardous Household Waste & LB S.T.O.P. Program: April 7th behind City Hall. Materials include aerosol cans, antifreeze, bug killer, car batteries, de-greasers, disinfectants, drain cleaners, fertilizer, flammable liquid, kerosene, paint stripper & thinner, solvents & waste oil. Call the Town of Hempstead S.T.O.P. Program at 378-2200 for more information.

Residential Pickup

East End: Mondays & Thursdays

West End: Tuesdays & Fridays

Residential High Rises: Monday thru Friday

Commercial Pickup

Citywide:

7 Days a Week

SINGLE STREAM RECYCLING GUIDELINES

The City of Long Beach has transitioned to Single Stream Recycling. *This means **all of your recyclables** will be collected together in one can or bag, and therefore, do not have to be separated.* Old bins or clear, see-through plastic bags may also be used.

Residential Pickup

Citywide: Every Wednesday

High Rises: Monday thru Friday

Commercial Pickup

Citywide:

7 Days a Week

RECYCLABLE AND NON-RECYCLABLE ITEMS

*NOTE: RECYCLING IS REQUIRED BY NYS LAW.
FAILURE TO DO SO MAY RESULT IN A FINE.*

Material:	Do Recycle:	Do Not Recycle:
Glass	 Rinsed glass, jars & bottles.  Labels may be left on.	 Lids & caps, broken glass, light bulbs, windshields, window pane glass
Cans/ Aluminum	 Metal cans rinsed clean, labels may be left on  Empty aerosol cans.  Rinsed aluminum foil and take-out tins (discard lid).	 Wire rings from cans, coat hangers.  Pesticide/herbicide, motor oil cans and paint cans
Plastic	 All plastic beverage, food and detergent bottles imprinted with #1 thru #7 inside the recycling logo. These items should be rinsed.  Rigid plastic, such as crates and furniture (i.e. patio furniture, lawn chairs, etc.)	 Do not recycle plastic that does not have a recycling logo.  Do not recycle plastic bags, toys, diapers, chemical containers, straws and plastic utensils.
Paper & Cardboard	 Newspapers, magazines, junk mail, hard and soft covered books, binders, catalogues, phonebooks, loose-leaf, office & computer paper, envelopes with plastic windows.  Cereal boxes, unsoiled pizza boxes, paper bags.	 Foam packaging, plastic cards & stickers from junk mail  Contaminated paper products, used napkins/towels/plates

Discard all caps and lids

FIND THE COMPLETE LIST AT WWW.LONGBEACHNY.GOV
SEARCH: SINGLE STREAM

FOR SANITATION & SINGLE STREAM RECYCLING INQUIRIES OR COMMENTS PLEASE DOWNLOAD
THE LONG BEACH RESPONSE APP FOR YOUR SMARTPHONE OR CALL (516) 431-1011

CITY OF LONG BEACH

Single-Stream Recycling Guide

Recyclables vs. Non-Recyclables



Recycle

Metal: Cans, food containers, aluminum foil, steel, tin.

Cardboard: Paperboard, corrugated boxes, egg containers, *non-greasy* pizza boxes, cereal boxes, frozen food packaging, mailing boxes, shoe boxes.

Glass Containers: Brown, clear, and green glass jars and bottles. *Remove caps and lids and discard in the trash.*

Mail: Envelopes, junk mail, catalogues, cards, magazines.

Paper: All *unwaxed* paper including office paper, catalogues, folders, magazines, newspapers, non-metallic wrapping paper, hardbound/paperback books, textbooks.

Plastics (#1 – 7): All plastics labeled #1 – 7. *Discard caps and lids.*

Rigid Plastics: Milk/soda crates, buckets, laundry baskets, lawn furniture, plastic drums, coolers, flower pots, watering cans, large water bottles, pallets, pet carriers, shelving, closet organizers, garbage cans.



Do Not Recycle

Glass: Drinking glasses, windows, mirrors, auto glass.

Paper: Waxed paper, contaminated paper (greasy pizza boxes), used napkins, tissues, paper towels, paper plates.

Plastics: Plastics that are not labeled #1-7, plastic utensils, plates, dry cleaning bags, newspaper covers, *grocery bags (visit the E. Park Ave Stop & Shop lobby to recycle single-use plastic grocery bags).*

Other:

Electronics (*E-Recycling bin is available at the LB Rec Center*)

Caps and lids

Styrofoam, foam packaging

Waxed cartons used for liquids such as juice or milk

Ceramics

Apparel, shoes, purses, belts, clothing, etc.

Coat hangers

Liquids

****Batteries**

****Lightbulbs**

****Oil/Paint cans, brushes**

****Aerosol cans**

****Propane tanks**

****Old Thermostats**

****Tires**

****Anti-freeze, gasoline, pesticide, oil containers**

*****These items are available for the S.T.O.P.***

(Stop Throwing Out Pollutants) Collection Program, which takes place every April behind City Hall.

Recycling Pickup Schedule: Residential (Wednesday); Highrises (Monday through Friday); Commercial (Everyday)

To procure a recycling bin, please call or visit the Department of Public Works in Room 404 of City Hall

How to Recycle Properly

DO NOT “WISH-CYCLE”

If an item is not on the acceptable list of recyclables, please do not put it in and “wish” it gets recycled. Unacceptable items are considered contaminants – they increase costs and cause delays at the recycling facility. In addition, they can contaminate other items, rendering them non-recyclable. **WHEN IN DOUBT, LEAVE IT OUT** of the recycling bin.

NO SOILED ITEMS - RINSE DIRTY ITEMS BEFORE PLACING IN BIN

Grease, food, beverage, and other residue will contaminate items and render them unrecyclable. Please give dirty items a quick rinse before putting them out for collection. If an item cannot be cleaned, such as a greasy pizza box, please place it in the trash.

NO PLASTIC GROCERY BAGS, KEEP RECYCLABLES LOOSE

Plastic grocery bags require special disposal and should not be included in your recycling bin. Plastic bags wrap around and jam recycling equipment, causing delays and shutdowns. Please keep plastic bags out of your recycling bin, and please do not use them to hold other recyclables. Recyclables should be loose in your bin.

Instead, bring unwanted plastic bags to the nearest grocery store, which is required by law to offer a bag recycling program. Our local Stop & Shop on East Park Avenue, for example, has a plastic bag disposal bin in the main entrance lobby.

BREAK DOWN YOUR BOXES

Breaking down boxes makes it easier and more efficient for sorting facilities to process cardboard. It also increases available space in recycling bins and collection vehicles.

DISCARD BOTTLE CAPS, LABELS, STICKERS, AND TAPE

BOTTLE CAPS – Please remove caps from recyclables and discard them in the trash.

LABELS, STICKERS, TAPE – Please make best efforts to remove labels, stickers, or packaging tape from recyclable items and discard in the trash. These often contain glues, inks, and other materials that can contaminate recyclables.

NO ELECTRONICS

Drop unwanted electronics at the E-Recycling bin outside of the Recreation Center on 700 Magnolia Blvd (bin located next to the entrance on north side of building). **DO NOT** put electronics in the trash or recycling bin – many electronics contain hazardous elements like lead, mercury, cadmium, and chromium which are harmful to humans and the environment if not properly disposed of.

NO HAZARDOUS ITEMS

Bring hazardous items, such as batteries, lightbulbs, paint/oil cans, aerosol cans, etc. to the local S.T.O.P (Stop Throwing Out Pollutants) collection event. Long Beach hosts a S.T.O.P. collection day every April behind City Hall. For a full list of STOP items and collection dates, visit:

<https://hempsteadny.gov/sanitation-department/stop-throwing-out-pollutants>

Electronics Recycling

Acceptable and Non-Acceptable Items

Acceptable Materials:

- Computers
- Laptops
- Cellphones, Tablets, e-readers
- Servers
- Printers
- Computer peripherals (Mice, Keyboards, webcams, microphones, etc.)
- Monitors (LED, LCD)
- Televisions (LED, LCD, Plasma, CRT)
- Copy machines
- Fax Machines
- Scanners
- Telephones & Answering Machines
- Smart Phones/cellphones/pagers/PDAs/Chargers
- UPS Units, Battery Back-ups
- Audio Equipment
- Network Equipment
- VCR, DVD, VHS, Blue-Ray Players
- Telecommunication Equipment
- Circuit Board
- Cables, wires, power cords, power strips

Non-Acceptable Materials:

- Batteries
- Mercury-Containing Devices (thermostats, medical devices, thermometers)
- Household Hazardous Waste
- Materials containing liquids
- Radioactive Materials including smoke alarms
- PCB containing materials
- CDs, DVDs, VHS Tapes, Cassette Tapes, Wooden Speakers, Vacuum Cleaners
- Light Bulbs (LED, CFL, Incandescent, etc.)
- Microwaves, Toaster Ovens
- Ink/Toner Cartridges

*For more information on E-recycling in Long Beach visit www.LongBeachNY.gov/Ewaste.
And for more environmental tips and resources visit www.LongBeachNY.gov/GoGreen.*



CITY OF LONG BEACH, NY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
(516) 431 - 3132

Commercial Garbage and Recycling Schedule

The City of Long Beach has updated the commercial sanitation schedule, effective May 1, 2019, in order to reduce the length of time that refuse sits curbside, and further enhance the beautification of our commercial districts.

Please follow the following sanitation schedule for your commercial district:

Beech Street Businesses

PLACE CURBSIDE	PICK-UP	UNACCEPTABLE
7:30 AM	8:00 AM - 9:00 AM	9:00 AM - 2:30 PM
2:30 PM	3:00 PM - 4:00 PM	4:00 PM - 8:30 PM
8:30 PM	9:00 PM - 10:00 PM	10:00 PM - 7:30 AM

Park Ave. & Long Beach Blvd. Businesses

PLACE CURBSIDE	PICK-UP	UNACCEPTABLE
6:30 AM	7:00 AM - 8:00 AM	8:00 AM - 1:30 PM
1:30 PM	2:00 PM - 3:00 PM	3:00 PM - 7:30 PM
7:30 PM	8:00 PM - 9:00 PM	9:00 PM - 6:30 AM

Reminders:

- Grease in garbage bags is **NOT** proper disposal.
- Garbage bags that have holes, are over-filled or that are leaking liquids **MUST** be double-bagged.
- If there is a need for a large pick-up please call the Sanitation Dept. at (516) 432- 3132 to make an appointment.

Results Non-compliance:

- 1st offense - Written warning
- 2nd offense - Written warning
- 3rd offense - Charged with fine

C.5 – List of Private Carters

PRIVATE CARTERS							
11/28/16							
BUSINESS	ADDRESS	CARTING CO	BILL DATE	EXP DATE	MO COST	DAYS/WK	EST MO LB CHARGE
7-Eleven	504 Long Beach Rd	Winters Bros	2/29/2016		\$315.65		
20 West Park/RJR Rlty	20 W Park	Winters Bros	1/31/2013		\$105.36		
A&S Fashion	160 E Park	Regency	10/31/2017		\$32.59		
Above All Eyes	264 E Park	Regency		7/1/2016	\$38.40	5	
Adnan Custom Tailoring	933 W Beech	Regency	11/13/2017		\$28.24		
Ah-sah-ee Café	232 W Park	Regency	6/19/2017	6/19/2020	\$74.00	5	
Alabama Beach Deli	884 W Beech	Regency	3/29/2017		\$30.00	2	
Allegria Hotel & Spa	80 W Broadway	Progressive Waste Sol	1/31/2015	5/31/2022	\$4,106.82		
Allstate	168 W Park	Regency		10/22/2018	\$35.00	5	
Angel Tips	31B E Park	Jamaica Ash	11/1/2017		\$149.80		
Avi's Salon & Spa	221 E Park	Regency		11/1/2018	\$31.50	5	
Ay Caramba	6 W Park	Jamaica Ash	2/1/2015		\$343.47	2	CLOSED
(New) Ay Carumba	26 E Park	Jamaica Ash		8/1/2016			CLOSED
Barking Beauties	805 W Beech	Regency		11/1/2012			
The Barn	375 W Park	Jamaica Ash	10/26/2017		\$75.32		
Baskin Robbins	170 E Park	Regency		6/1/2016	\$43.50	5	
Beach Buds	164 E Park Ave	Regency	11/21/2017	11/21/2020	\$42.96	3	
Beach & Surf Medical	1013 W Beech	Regency	2/19/2011				
Beach Laundromat	1028 W Beech	Regency	10/31/2017		\$25.00	5	
Beach Liquors	1087 W Beech	Regency	9/30/2016		\$27.16		
Beach Terrace Care	640 W Broadway	Evergreen Waste		10/1/2016	\$1,850.00	3x mo	
Bliss Juice Bar	852 W Beech	Regency	10/1/2012				CLOSED
Bridgeworks	780 Long Beach Rd	Regency	11/30/2017	3/1/2019	\$120.00	1	
Brucie's Pizza	212 New York Ave	Regency	6/5/2017	6/5/2019	\$150.00	1	
Burger King	2 E Park	Jamaica Ash	10/26/2017		\$706.06		
Cancun Restaurant	777 W Beech	Regency		8/26/2017	.09 per lb	5	CLOSED
Carvel	975 W Beech	Regency		9/8/2017			
Centre Millwork	669 Long Beach Rd	Mid Island-B&A	11/10/2015		\$650.00		
Cha-Ba Thai	12 W Park	Jamaica Ash	1/26/2015		\$162.94		
Channel Qi Acupuncture	46 E Park	Regency		12/2/2018	\$31.50	5	
China Wok	1026 W Beech St	Regency	2/1/2018	2/1/2021		5	
JP Morgan Chase Bank	220 E Park	Unique Sanitation		7/1/2016			

Chem RX	750 Park Place	Regency		1/1/2018	\$635.00	3	
Copper & Clay	6 West Park Ave	Jamaica Ash	2/1/2018	2/1/2023	\$110.00	1	
Corazon De Cuba	26 E Park	Regency		11/1/2017	.08 per lb	5	
Creative Vibe Adv	74 W Park	Regency		3/1/2018	\$31.50	5	
CVS	310 W Park	JRM Hauling		8/31/2016	no cost info		
Cybernet LLC	38 W. Park Ave.						
Dance Loft (Step Above)	160 W Park	Regency	10/31/2017		\$27.00	5	
Delta Cleaners	41 E Park	Regency		11/1/2018	\$69.04	5	
Dominos	269 W Park	Regency		7/1/2018	\$153.13	5	
Dough Hut	891 W Beech	Regency	11/30/2015		\$43.45		
Dunkin' Donuts	1070 W Beech	Jamaica Ash		4/1/2020	\$260.00	6	
Earth Arts	162 W Park	Regency		12/31/2018	\$32.50	4	
Eden's Harvest	1030 W. Beech	Regency		6/1/2014			CLOSED
Empire State Financial	20 W Park	Progressive Waste Sol	11/30/2013				
Execpro Enterprises	26 E Park	Regency		7/1/2018	\$25.00	5	
Eugene Falciano CPA	1000 W Beech	Regency		2/1/2019	\$31.50	5	
Filos Agency	814 W Beech	Regency		1/1/2018	\$45.00	5	
Five Guys	24 W Park	Winters Bros	11/15/2016		\$1,014.12		
Friendly's Auto Service	410 Long Beach Rd	Progressive Waste Sol	11/16/2016	5/1/2016	\$154.09		
Fusion Health & Fitness	16 E Park	Regency	1/2/2018	1/2/2021	\$25.00	5	
Garvey, Colleen Office	26 W Park	Regency		4/1/2014			
George's Hair Salon	14 East Park Ave	Regency	4/1/2018	4/1/2021	42.96	5	
Get Beautified Perm	46 E Park	Regency		6/1/2017	\$31.50	5	CLOSED
Gino's	16 W Park	Jamaica Ash		7/1/2025	\$1,250.00	6	
Goldberg, Andrew DDS	335 W Park	Regency		4/1/2010			
Gourmet Nuts & Sweets	874 W Beech	Regency		4/24/2016	\$24.00	5	CLOSED
Grandell Rehab	645 W Broadway	Mach 1 Carting		6/1/2017	\$5,649.85	2	
Groomin' Tails	953 W Beech	Regency	12/7/2017	12/16/2020	\$30.00	5	
Grotta Di Fuoco	960 W Beech	Regency		6/1/2018	.09 per lb	5	
Hair Art	1046 W Beech	Regency 1x/wk		1/1/2018	\$10.00	1	
Hamlet Investment	899 W Beech	Regency	2/3/2009				
Hasta La Vista Travel	120 W Park, Ste 102	Winters Bros	11/30/2015				
Harry's Pharmacy	251 W Park	Jamaica Ash		8/15/2016	\$70.00	2	CLOSED
Havkit Corporation	20 W Park	Winters Bros	1/31/2013		\$105.36		
Hebrew Academy of LB	530 W Broadway	Regency	12/15/2009				
Hess (speedway)	450 Long Beach Rd	Republic Services	7/1/2014	7/1/2017 ?	\$169,772.00	1	
Highlights West	805 W Beech	Regency		5/1/2018	\$31.50	5	

iLoveKickboxing.com	244 W Park	Regency		7/1/2016	\$30.66	5	
Impact Services, Inc.	120 W Park, Ste 101	Winters Bros	11/30/2015		\$246.98		
Inez (Mayer Merchandis)	167A E Park	Regency	10/31/2017		\$27.16		
Josef-Rose Originals	128A E Park	Regency		10/31/2019	\$27.00	5	
Junction	20 W Park	Jamaica Ash		10/26/2016	\$875.00	5	
Key Food	1080 W Beech	Jamaica Ash	12/1/2018		\$728.00		
KFC/Taco Bell	555 Long Beach Bl	Jamaica Ash	10/1/2015		\$345.00		
Kim's Nail Salon	1024 W Beech	Regency	11/30/2017		\$28.24		
Koko Fit Club	34 E Park	Regency		12/1/2017	\$31.50	5	
Komannoff Center	375 E Bay Drive	Jamaica Ash		8/1/2021			
La Bottega Gourmet	36B E Park	Regency	11/1/2017	11/1/2020	.09 per lb	5	
Lafayette Liquors	311 Edwards	Regency	10/31/2015		\$48.88		
Lancer Insurance	370 W Park	Regency		2/1/2016	\$191.67	5	
LB Sports Depot	36 E Park Ave	Regency	8/15/2017	8/15/2020	\$75.00	3	
Lilly's of Long Beach	954 W Beech	Regency	10/26/2017	3/1/2019	.08 per lb	5	
Lindell Deli & Grocery	577 W Park	Winter Brothers	9/30/2017		\$240.03		
Lockers4Laundry	78 E Park	Alpha Carting		11/1/2015	\$90.00	1	CLOSED
Long Beach Asst Living	274 W Broadway	Progressive Waste Sol		6/1/2019	\$593.11	2	
Long Beach Bagel Café	757 E Park	Jamaica Ash		4/30/2019	\$300.00	2	
Long Beach Cinemas	179 E Park	Regency		11/3/2018	\$242.44	2	
Long Beach Florist	955 W Beech	Regency	11/30/2014	3/9/1900	\$69.70		
Long Beach Foot Spa	156 E Park	Regency		6/1/2019	\$31.50	5	
Long Beach Guitar School	68 W Park Ave. 2Fl	Regency	9/5/2017	9/5/2020	\$40.00	3	
Long Beach Hotel	405 E Broadway	Regency	10/31/2016		\$977.62	3	
Long Beach Jiu Jitsu	162 W Park	Regency		4/1/2019	\$35.00	5	
Long Beach Limousine	62 W Park	Regency		1/1/2018	\$35.00	5	
Long Beach Medical Ctr	455 E Bay Dr	Jamaica Ash	12/19/2009				
LB Newstand (LIRR)	23 W Park	Regency		1/1/2018	\$31.50	5	
Long Beach Realty	120 W Park	Winters Bros	10/31/2016		\$223.77		
Long Beach Surf Shop	70 W Park	Regency	11/30/2016	1/1/2016	\$30.00	5	
LB Valet Cleaners	883 W Beech	Regency	10/31/2017		\$46.00	5	
Long Beach Wellness	240 W Park	Regency		10/1/2012			
Madelaine/Local 1222	26 E Park	Regency	12/22/2010				
Marc I	154 E Park	Regency	11/30/2017		\$38.02		
Maritime Surf	301 W Park	Regency		12/22/2017	\$25.00	5	
Mavis Tire	652 Long Beach Rd	Jamaica Ash		3/1/2015	\$130.35		
Mermaid Art Studio	891B W Beech	Regency		9/1/2015	\$25.00	1	CLOSED

Metro PCS	64 W Park	Regency	1/31/2015				
Meyerson Roth	30B W Park	Regency		4/1/2010			
Michael's Tailoring	49 E Park	Regency	12/5/2016	6/30/2019	\$45.00	5	
Mio Postio	777 W Beech St.	Eagle	11/1/2017			4	
Monarch Beverage	505 Long Beach Rd	Westbury Paper	11/27/2017		no cost info	1	
Monroe Park Plaza	303 E Park	Winters Bros		5/1/2014			
New Like New	515 Long Beach Rd	Regency		3/1/2019	\$31.50	5	
Nu-Clear Cleaners	180 E Park	Regency	1/17/2017	1/17/2020	\$92.06	2	
Ocean Cleaners & Tailors	167 E Park Ave	Regency	11/1/2017	11/1/2020	\$41.43	1	
Ocean Ride LB, LLC	28A W Park	Regency	11/8/2017	11/8/2020	\$30.00	5	
Ocean View Barber	58B E Park	Regency	9/30/2016		\$28.24		
Pammy Cake Creations	966 W Beech	Super Clean-Outs		4/14/2016	\$600.00	1	
Park Ave Extended Care	425 National	Jamaica Ash	10/26/2016	12/31/2018	\$6,191.63		
Park Ave Nails	110 W Park	Regency		1/18/2019	\$42.96	5	
Park Foot Spa	64 W Park	Regency	2/29/2016				
Park Laundromat	168 W Park	Regency		7/15/2018	\$40.00	5	
Paulina's Hair Salon	118 E Park	Regency		11/1/2021	\$26.00	5	
Pier 1	214 E Park	Liberty Ashes, Inc.	12/1/2016		no cost info	2	
Pine St Foreign Auto	660 Long Beach Rd	Jamaica Ash		12/5/2012			
Planet Group	670 Long Beach Rd	Winters Bros		7/30/2018	\$200.00	1	
Premier Care of LB	904 W Beech	Jamaica Ash	1/26/2014		\$168.37		
Prestige Beauty Salon	905 W Beech	Regency		12/1/2017	\$26.00	5	
Radio Shack	36 E Park	Jamaica Ash	11/4/2015		\$128.63	6	
Ra Kang	895 W Beech	Jamaica Ash	10/26/2016		\$141.21		
Ralph's Italian Ices	8 W Park	Jamaica Ash		3/10/2019	\$110.00	1	
Raprigiros Multiservices	120 W Park	Winters Bros	9/30/2017		\$300.15		
Reign	872 W Beech St	Winters Bros	8/24/2017	8/24/2022	\$78.00	1	
Ripped East	227 E Park	Regency		2/10/2019	\$50.00	5	
Ripped	1013 W Beech	Regency		5/1/2016	\$50.00	5	
Rite Aid	23 E Park	Oakleaf	11/9/2015		no cost info	1	
Rivoli Barber	160 E Park	Regency		11/29/2019	\$31.50	5	
Rock-n-Robins	935 W Beech	Regency		7/11/2016	\$31.50	5	
Salvage Chic	168 W Park	Regency		5/1/2018	\$40.00	5	
Salvation South Tattoo	58A E Park	Regency		7/1/2015	\$30.00	5	City Sanit
Sand Castle Liquor	939 W Beech	Regency	10/31/2016		\$38.02		
Sausage Shack	951 W Beech	Regency		6/1/2015	\$38.00	5	CLOSED
Scout Design Shop	810 W Beech	Regency		8/29/2017	\$31.50	5	

Seaside Celebrations	949 W Beech	Regency		12/16/2017	\$30.00	5	
Seaside Laundromat	937 W Beech	Regency		8/1/2015	\$35.00	5	
Serenity Zone	120 W Park	Winters Bros	11/30/2015				
Shake it Up	8 W Park	Winters Bros	12/18/2008				
Shamis, Leslie Atty	64 W Park	Regency	2/29/2016		\$65.18		
Sheppard, Carol LCSW	26 E Park	Regency		7/1/2014			
Sherry Blossom LLC	78 W Park Ave	Jamaica Ash	10/15/2017	10/17/2020	\$70.00	1	
Shines Bar	55 California St	Regency		11/30/2018	\$76.28	5	
Silverado Tires	515 Long Beach Rd	Winters Bros	10/31/2016		\$312.79		
Simon's Shoe Repair	951B W Beech	Regency		4/1/2015			
Sister Sister Nail Salon	806 W Beech	Regency		12/21/2014	\$38.02		CLOSED
Skin Deep Tattoo	1050 W Beech	Regency	10/31/2017		\$42.64	5	
Spiaggia	40-42 E Park	Jamaica Ash		6/30/2019	\$365.00	2	CLOSED
Sports Depot	36 E Park	Regency	8/5/2017	8/5/2019	\$75.00	3	
Stop & Shop 2582	83 E Park	Jet Sanitation		10/28/2016	no cost info		
Storquest Self Storge	724 Park Place	Jamaica Ash	3/6/2018		278	dumpster	
Subway	35 E Park	Winters Bros		10/31/2020	\$106.59	1	
Sue's Nail Salon	128 E Park	Regency		1/15/2019	\$33.75	5	
Sue's Nail Salon II	160 W Park	Regency		1/15/2019	\$33.75	5	
Sun Nail	1083 W Beech	Regency		9/30/2016	\$30.00	5	
Supercuts	222 E Park	Unique Sanitation		9/30/2016			
Super Pollo	18 E Park	Regency	9/30/2017		\$255.48		
Sweet (Friendly) Deli	800 W Beech	Regency	10/31/2016	11/1/2015	\$65.18		CLOSED
Synergy Fitness	220-226 W Park	Regency		11/25/2017	\$98.20	5	
Taekwondo Academy	166 W Park	Regency		7/14/2016	\$31.50	5	
Top Hat Barber Shop	899 W Beech	Regency		10/31/2017	\$30.00	5	
Tutti Frutti	28A W Park	Regency (winter only?)		11/1/2017	\$100.00	5	
UPS	218 E Park	Unique Sanitation	Under Chase cd	7/1/2016			
US Postal Service	101 E Park	Jamaica Ash	Under Chase cont - exp 2016				
Vans	68 W Park	Regency		8/1/2018	\$40.00	5	
Vision Style Optical	58 W Park	Regency		2/19/2018	\$31.50	5	
Walgreens	606 Long Beach Rd	Jamaica Ash	11/26/2017		\$109.12		
Louis F. Weiskopf DDS	108 W Park	Regency		8/1/2016	\$31.50	5	
West End Chiropractic	1015 W Beech	Regency	12/15/2009				
West End Tree Lot	960 W Beech	Regency	12/1/2018		\$125.00	5 in season	
Wildfeast	10 W Park	Jamaica Ash		10/1/2021			
William's Auto Service	460 Long Beach Rd	Jamaica Ash		11/1/2016			

Yoga Long Beach	52 W Park	Regency	12/31/2014			\$32.59	5	
Zamboni's Deli	250 W Park	Regency			2/1/2019	\$160.00	5	CLOSED

C.6 – City of Long Beach Educational Handouts

THE CITY OF
LONG BEACH
PRESENTS...

EARTH DAY

IN KENNEDY PLAZA

POWERED
BY

PSEG-LI

THINK GLOBALLY
ACT LOCALLY



APRIL 22ND | 12PM - 3PM | 1 WEST CHESTER ST, LONG BEACH

FIND MORE INFORMATION AT WWW.LONGBEACHNY.GOV/EARTHDAY

MARCH IN THE JELLYFISH JAMBOREE IN A COSTUME MADE FROM RE-PURPOSED RECYCLABLES -
11:30AM START, RIVERSIDE BLVD ON THE BOARDWALK - INFO AT WWW.LONGBEACHNY.GOV/EARTHDAY

THINK GLOBALLY, ACT LOCALLY - POST A PHOTO OF YOUR ACTION USING #EARTHDAYLBNY
TO BE ENTERED INTO A CHANCE TO WIN A FREE BEACH PASS FOR THE SEASON!

RESIDENTS ONLY. FOR INFO & IDEAS VISIT WWW.LONGBEACHNY.GOV/EARTHDAY. CREATIVITY & EFFECTIVENESS WILL BE FACTORED!

CHECK OUT ON-SITE DEMONSTRATIONS, ACTIVITIES, MUSIC, REFRESHMENTS, & GIVEAWAYS

VISIT FARMERS MARKET & ARTS IN THE PLAZA VENDORS
AS WE OPEN THE NEW SEASON WITH LOCAL PRODUCE & CRAFTS

SPEAK WITH ENERGY EFFICIENCY & SOLAR INSTALLATION PROFESSIONALS
TO MAKE YOUR HOME OR BUSINESS MORE EARTH FRIENDLY & SAVE ON YOUR ENERGY BILLS

DROP OFF YOUR ELECTRONIC & COMPOSTABLE WASTE

YOUR HAZARDOUS WASTE & CHEMICALS CAN BE DROPPED OFF AT THE S.T.O.P. EVENT APRIL 29 FROM 8AM-3PM, BEHIND CITY HALL

ENGAGE WITH ENVIRONMENTAL ORGANIZATIONS & NONPROFITS
THAT CAN HELP YOU ACT LOCALLY

THANK YOU TO OUR SPONSORS & VENDORS:



PSEG LONG ISLAND
We make things work for you.



Central
Long Island
Chapter



SUNPOWER®
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LONG BEACH



CITY COUNCIL

ANTHONY ERAMO, PRESIDENT CHUMI DIAMOND, VICE PRESIDENT
JOHN BENDO SCOTT J. MANDEL ANISSA D. MOORE

ACTING CITY MANAGER: MICHAEL TANGNEY





City of Long Beach

Carryout Bag Ordinance

Rebuilding Stronger, Smarter, Safer



Upon recommendation from the City of Long Beach's Environmental Advisory Board in 2015, the City partnered with local organizations and businesses to organize free "Bag It" documentary viewings at City Hall, the MLK Center, Bridgeworks, and the beach, to educate the public on plastic bag pollution. The City conducted research and outreach, with the help of local environmental groups and the Chamber of Commerce. **An ordinance was drafted that would require businesses to explicitly charge for paper and plastic carryout bags to discourage the use of single-use bags and encourage the use of reusable bags.** If passed, the City would become the first municipality in Nassau County to do so.

Why reduce carryout bag usage?

- ✓ **Quality of Life:** Bags often become litter, blocking storm drains which exacerbates flooding, and blowing into trees and waterways which diminishes quality of life and endangers wildlife. City crews constantly remove plastic bags from streets, storm drains, sidewalks, trees, beaches and parks taking them away from other tasks; Increased flooding causes property damage and restricts travel;
- ✓ **Climate Change:** Reducing plastic and paper carryout bag usage decreases carbon released into the atmosphere as a result of production, transportation, and waste associated with bags; Clear storm drains enhance our resiliency during storm events;
- ✓ **The cost for bags should be made clear to the customer:** Single-use carryout bags already cost customers money – stores pass on the cost of their bags to the customer;
- ✓ **Current, statewide plastic bag recycling law is ineffective,** and our Single Stream Recycling Program, like many municipalities, cannot recycle plastic bags;
- ✓ **Success of Other Cities:** Suffolk County and New York City recently enacted bag charges to reduce bag usage and waste. Cities nationwide, including Washington DC, Los Angeles, and San Jose, have successfully reduced single use carryout bags by enacting bag charges. We need to play our part, by thinking globally and acting locally.



What would a carryout bag ordinance mean for Long Beach?

On Earth Day, April 22, 2017, all business establishments would begin charging a fee of not less than five (5) cents for each carryout bag made of plastic, paper, or reusable material (thicker plastic or cloth) to make the cost of the bag clear to the customer – **customers who bring their own bags will not be charged.** That date was selected to allow adequate time for the City to do proper public education, including reusable bag giveaways, and for the businesses to prepare.



➤ **Fees:** All fees collected are retained by the business establishment – the City would not retain any portion of the fee. Business establishments shall post signage at or near points of sale to notify customers – a downloadable poster will be provided on the City website;

➤ **Fee Exemptions:** Customers using NYS Supplemental Nutrition Assistance Program (SNAP) or NYS Special Supplemental Nutrition Program for Women, Infants and Children (WIC), as full or partial payment shall not be charged; Bags without handles that are used to carry produce, meats, loose baked goods, loose dry goods, dry cleaning, newspaper delivery bags, liquor store sales, flowers or other non-prepackaged food items to the point of sale within a store or market, or to prevent such items from coming in direct contact with other purchased items, or (ii) a bag provided by a doctor, pharmacist, or veterinarian to carry prescription drugs, shall not carry a charge;

➤ **Penalties** for non-compliance are as follows: \$100 for first violation; \$200.00 for second violation; \$250 for third violation and subsequent violations. Each day such offense continues shall constitute a separate additional violation.

FOR MORE INFORMATION PLEASE VISIT WWW.LONGBEACHNY.GOV/BAGS

Long Beach City Council: Len Torres, President; Anthony Eramo, Vice President; Eileen J. Goggin; Scott J. Mandel; Anissa D. Moore
City Manager: Jack Schnirman

Please go to www.longbeachny.gov or download the Long Beach Response App for City information & updates.

C.7 – City of Long Beach S.T.O.P. Newsletter



City of Long Beach Official Community Update

April 2019

Stop Throwing Out Pollutants Program

www.longbeachny.gov

S.T.O.P. PROGRAM COMES TO LONG BEACH

Dear Neighbors,

On Sunday, April 7, 2019, the City of Long Beach, in cooperation with the Town of Hempstead, will set up a collection site for the S.T.O.P. (Stop Throwing out Pollutants) Program. The site will be located behind City Hall between the hours of 8:00am and 3:00pm. Vehicles may enter via Centre Street and proceed to the rear of City Hall to dispose of products listed below.

The S.T.O.P. Program collects harmful household products containing hazardous chemicals that can result in contaminating our waterways, groundwater and drinking water. S.T.O.P. disposes of these items in an environmentally safe manner. Additional dates and drop locations are listed on the reverse side of this notice. If we all do our part, we can help preserve our environment for future generations. Thank you for your participation in the S.T.O.P. program!

The Long Beach City Council

MERCURY RECYCLING PROGRAM

Many old thermostats contain mercury. You can bring your old thermostats to a S.T.O.P. event and receive a \$5 gift card to a local home center, compliments of Covanta Energy. (Limit \$5 offers per household please)

You MAY Bring:

- | | |
|--|------------------------------------|
| ✓ aerosol cans | ✓ household batteries |
| ✓ ammonia | ✓ kerosene** |
| ✓ antifreeze** | ✓ lacquer |
| ✓ asbestos (double bagged) | ✓ latex and oil-based paint |
| ✓ bleach | ✓ oven cleaners |
| ✓ bug & rodent killers* | ✓ paint stripper |
| ✓ car batteries | ✓ paint thinner, brush cleaner |
| ✓ CFL light bulbs | ✓ photography chemicals |
| ✓ chemistry sets | ✓ polishes & wood preservatives |
| ✓ degreasers | ✓ propane tanks (20 lb & under) |
| ✓ disinfectants | ✓ solvents |
| ✓ drain cleaners | ✓ spot remover |
| ✓ fertilizer with herbicides | ✓ swimming pool chemicals |
| ✓ flammable liquids (fire starter) | ✓ telephone books |
| ✓ fluorescent lamps, ballasts (in shatterproof containers) | ✓ thermostats (containing mercury) |
| ✓ fire extinguishers (one-time use) | ✓ tires (car-off rims) |
| | ✓ varnish |
| | ✓ waste oil** |
| | ✓ weed killers |

You MAY NOT Bring:

- | | |
|---------------------------------------|---|
| • Ammunition | • Medications |
| • Electronic Recyclable Waste | • Oxygen Tanks |
| • Explosives | • Propane Tanks (larger than 20 Pounds) |
| • Fire Extinguishers (Commercial) | • Radioactive Materials |
| • Fireworks | • Unlabeled Materials |
| • Infectious or Medical Waste, Sharps | |

Steps For Disposing of Hazardous Waste:

- Wrap leaking containers in newspaper and place in a plastic bag or larger container
- Make sure all caps and lids are tight
- Place items securely in a box for transportation
- Use newspaper or cardboard to keep items from tipping or hitting each other
- Place chemicals which may react with each other in separate areas of the vehicle
- Do not leave products in a hot, unventilated vehicle for an extended period of time
- Do not smoke near chemical products
- Wear rubber gloves when handling containers

* Especially pesticides which have been banned or restricted ** Limit 6 in 5 gallon containers

The City of Long Beach
presents

S.T.O.P.

**Stop Throwing Out Pollutants
Hazardous Waste Collection Program**

SUNDAY, APRIL 7, 2019

City Hall Parking Lot
via Centre Street
8:00am - 3:00pm

City of Long Beach, NY
One West Chester Street
Long Beach, New York 11561

City of Long Beach
US Postage Paid
Permit# 30
Long Beach, NY 11561

***** ECR *****

POSTAL CUSTOMER

Visit our website at www.longbeachny.gov

PRESCRIPTION DRUG DROP OFF NOW AVAILABLE YEAR ROUND



The LBDP accepts discarded prescription drugs at a permanent REDBOX located in the Police Department lobby year round. Prescription drugs should be kept in their original containers. If it is a patch, please place in a sealed plastic bag; if a liquid, place in a sealed plastic bag wrapped in a paper towel to prevent leakage. **Over-The-Counter, Controlled (Schedule II-V) and Non-Controlled medications can be deposited in this box. Please do not deposit medical waste, medical equipment, mercury-filled thermometers, and inhalers.**



2019 Household Hazardous Waste Schedule & Locations

Many products that are used around the home contain hazardous chemicals. These products can contaminate groundwater and drinking water if they are not properly handled. Please help our ecosystem by bringing your household hazardous waste to one of the S.T.O.P. Program events listed below:

Saturday, March 9th - East Meadow
Eisenhower Park
Parking Field 3

Sunday, September 15th - Valley Stream
Valley Stream State Park
Fletcher Avenue Entrance

Saturday, May 11th - Bellmore
Newbridge Road Park
Newbridge Road

Sunday, October 13th - North Woodmere
North Woodmere Park
Branch Boulevard

Sunday, June 23rd - East Rockaway
Bay Park
1st Avenue

Sunday, November 17th - Baldwin
Baldwin Park
3232 South Grand Avenue

Saturday, July 20th - Levittown
Town of Hempstead Parking Field L2
Division Avenue

Saturday, December 7th - East Meadow
Eisenhower Park
Parking Field 3

Sunday, August 18th - Hempstead
Village of Hempstead Dept. of Public Works
450 Milburn Avenue

**For More Information call
516-378-2200 or 516-431-1001**

Appendix D

U.S. Census Data



(<https://www.census.gov>)

FeedbackFAQsGlossaryHelp

MAINCOMMUNITY FACTSGUIDED SEARCHADVANCED SEARCHDOWNLOAD CENTER

Community Facts - Find popular facts (population, income, etc.) and frequently requested data about your community.

Enter a state, county, city, town, or zip code:

Long Beach city, New York

GO

- Population
- Age
- Business and Industry
- Education
- Governments
- Housing
- Income
- Origins and Language
- Poverty
- Race and Hispanic Origin
- Veterans
- Show All

Long Beach city, New York

Bookmark/SavePrint

Description	Measure	Source
Population		
Census 2010 Total Population	33,275	2010 Demographic Profile (/bkmk/table/1.0/en/DEC/10_DP/DPDP1/1600000US3643335)
2017 Population Estimate (as of July 1, 2017)	33,750	2017 Population Estimates (/bkmk/table/1.0/en/PEP/2017/PEPANNRES/1620000US3643335)
2016 ACS 5-Year Population Estimate	33,670	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Median Age	43.5	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/B01002/1600000US3643335)
Number of Companies	3,347	2012 Survey of Business Owners (/bkmk/table/1.0/en/SBO/2012/00CSA01/E600000US3605943335)
Educational Attainment: Percent high school graduate or higher	94.3%	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/S1501/1600000US3643335)
Count of Governments	N/A	2012 Census of Governments
Total housing units	16,641	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/B25001/1600000US3643335)
Median Household Income	84,256	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/S1901/1600000US3643335)
Foreign Born Population	5,431	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/B05002/1600000US3643335)
Individuals below poverty level	8.3%	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP03/1600000US3643335)
Race and Hispanic Origin		
White alone	27,269	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Black or African American alone	2,073	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
American Indian and Alaska Native alone	13	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Asian alone	908	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Native Hawaiian and Other Pacific Islander alone	0	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Some Other Race alone	2,385	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Two or More Races	1,022	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Hispanic or Latino (of any race)	5,520	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
White alone, Not Hispanic or Latino	24,201	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/DP05/1600000US3643335)
Veterans	1,463	2012-2016 American Community Survey 5-Year Estimates (/bkmk/table/1.0/en/ACS/16_5YR/B21001/1600000US3643335)

Want more? Need help? Use Guided Search or visit Census.gov's Quick Facts (/www.census.gov/quickfacts/).



DP05

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2012-2016 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Long Beach city, New York			
	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	33,670	+/-50	33,670	(X)
Male	15,441	+/-567	45.9%	+/-1.7
Female	18,229	+/-565	54.1%	+/-1.7
Under 5 years	1,474	+/-243	4.4%	+/-0.7
5 to 9 years	1,450	+/-298	4.3%	+/-0.9
10 to 14 years	1,502	+/-296	4.5%	+/-0.9
15 to 19 years	1,682	+/-308	5.0%	+/-0.9
20 to 24 years	1,790	+/-278	5.3%	+/-0.8
25 to 34 years	5,288	+/-676	15.7%	+/-2.0
35 to 44 years	4,488	+/-423	13.3%	+/-1.3
45 to 54 years	5,285	+/-522	15.7%	+/-1.5
55 to 59 years	2,587	+/-312	7.7%	+/-0.9
60 to 64 years	2,287	+/-359	6.8%	+/-1.1
65 to 74 years	3,230	+/-347	9.6%	+/-1.0
75 to 84 years	1,461	+/-216	4.3%	+/-0.6
85 years and over	1,146	+/-194	3.4%	+/-0.6
Median age (years)	43.5	+/-1.4	(X)	(X)
18 years and over	28,329	+/-490	84.1%	+/-1.5
21 years and over	27,282	+/-525	81.0%	+/-1.6
62 years and over	7,215	+/-561	21.4%	+/-1.7
65 years and over	5,837	+/-425	17.3%	+/-1.3
18 years and over	28,329	+/-490	28,329	(X)
Male	13,129	+/-608	46.3%	+/-1.8
Female	15,200	+/-495	53.7%	+/-1.8
65 years and over	5,837	+/-425	5,837	(X)
Male	2,297	+/-252	39.4%	+/-2.8

Subject	Long Beach city, New York			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Female	3,540	+/-283	60.6%	+/-2.8
RACE				
Total population	33,670	+/-50	33,670	(X)
One race	32,648	+/-416	97.0%	+/-1.2
Two or more races	1,022	+/-409	3.0%	+/-1.2
One race	32,648	+/-416	97.0%	+/-1.2
White	27,269	+/-952	81.0%	+/-2.8
Black or African American	2,073	+/-533	6.2%	+/-1.6
American Indian and Alaska Native	13	+/-21	0.0%	+/-0.1
Cherokee tribal grouping	0	+/-24	0.0%	+/-0.1
Chippewa tribal grouping	0	+/-24	0.0%	+/-0.1
Navajo tribal grouping	0	+/-24	0.0%	+/-0.1
Sioux tribal grouping	0	+/-24	0.0%	+/-0.1
Asian	908	+/-266	2.7%	+/-0.8
Asian Indian	198	+/-113	0.6%	+/-0.3
Chinese	169	+/-135	0.5%	+/-0.4
Filipino	302	+/-196	0.9%	+/-0.6
Japanese	68	+/-71	0.2%	+/-0.2
Korean	171	+/-188	0.5%	+/-0.6
Vietnamese	0	+/-24	0.0%	+/-0.1
Other Asian	0	+/-24	0.0%	+/-0.1
Native Hawaiian and Other Pacific Islander	0	+/-24	0.0%	+/-0.1
Native Hawaiian	0	+/-24	0.0%	+/-0.1
Guamanian or Chamorro	0	+/-24	0.0%	+/-0.1
Samoa	0	+/-24	0.0%	+/-0.1
Other Pacific Islander	0	+/-24	0.0%	+/-0.1
Some other race	2,385	+/-849	7.1%	+/-2.5
Two or more races	1,022	+/-409	3.0%	+/-1.2
White and Black or African American	190	+/-148	0.6%	+/-0.4
White and American Indian and Alaska Native	119	+/-85	0.4%	+/-0.3
White and Asian	82	+/-77	0.2%	+/-0.2
Black or African American and American Indian and Alaska Native	0	+/-24	0.0%	+/-0.1
Race alone or in combination with one or more other races				
Total population	33,670	+/-50	33,670	(X)
White	28,068	+/-991	83.4%	+/-2.9
Black or African American	2,625	+/-531	7.8%	+/-1.6
American Indian and Alaska Native	338	+/-248	1.0%	+/-0.7
Asian	1,164	+/-292	3.5%	+/-0.9
Native Hawaiian and Other Pacific Islander	0	+/-24	0.0%	+/-0.1
Some other race	2,742	+/-854	8.1%	+/-2.5
HISPANIC OR LATINO AND RACE				
Total population	33,670	+/-50	33,670	(X)
Hispanic or Latino (of any race)	5,520	+/-926	16.4%	+/-2.8
Mexican	422	+/-269	1.3%	+/-0.8
Puerto Rican	762	+/-315	2.3%	+/-0.9
Cuban	121	+/-75	0.4%	+/-0.2
Other Hispanic or Latino	4,215	+/-874	12.5%	+/-2.6
Not Hispanic or Latino	28,150	+/-932	83.6%	+/-2.8
White alone	24,201	+/-938	71.9%	+/-2.8
Black or African American alone	2,041	+/-527	6.1%	+/-1.6
American Indian and Alaska Native alone	13	+/-21	0.0%	+/-0.1
Asian alone	908	+/-266	2.7%	+/-0.8
Native Hawaiian and Other Pacific Islander alone	0	+/-24	0.0%	+/-0.1

Subject	Long Beach city, New York			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Some other race alone	330	+/-180	1.0%	+/-0.5
Two or more races	657	+/-301	2.0%	+/-0.9
Two races including Some other race	124	+/-85	0.4%	+/-0.3
Two races excluding Some other race, and Three or more races	533	+/-273	1.6%	+/-0.8
Total housing units	16,641	+/-505	(X)	(X)
CITIZEN, VOTING AGE POPULATION				
Citizen, 18 and over population	25,796	+/-744	25,796	(X)
Male	11,720	+/-516	45.4%	+/-1.5
Female	14,076	+/-553	54.6%	+/-1.5

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, Overview of Race and Hispanic Origin: 2010, issued March 2011. (pdf format)

While the 2012-2016 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

Appendix E

NYSDEC Annual Report



City of Long Beach

ONE WEST CHESTER STREET
LONG BEACH, NEW YORK 11561

TEL: (516) 431-1011

FAX: (516) 431-5008

JOHN A. MIRANDO, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

March 28, 2018

NYS Department of Environmental Conservation
Division of Materials Management
Bureau of Permitting and Planning
9th Floor
625 Broadway
Albany, New York 12233-7253

Re: Submittal of 2017 Annual Report Form – Planning Unit Recycling Report

Division of Materials Management:

Enclosed for your files is a completed Annual Report Form – Planning Unit Recycling Report for the 2017 calendar year.

If you have any questions and/or require any additional information please contact this office.

Sincerely yours,

John A. Mirando, P.E.

JM/jf

cc: Michael Tangney, Acting City Manager
Joseph Febrizio, Deputy Commissioner of Public Works
Regional Materials Management Engineer, NYSDEC, Region 1, 50 Circle Road, Stony Brook
NY 11790-3409



Department of
Environmental
Conservation

DIVISION OF MATERIALS MANAGEMENT
ANNUAL REPORT FORM – PLANNING UNIT RECYCLING REPORT

NOTE: WHEN FILLING OUT THIS FORM, PLEASE REPORT ALL WASTE/MATERIAL GENERATED WITHIN THE PLANNING UNIT (NOT JUST THOSE FACILITIES OWNED/OPERATED BY THE PLANNING UNIT). ATTACH ADDITIONAL SHEETS AS NECESSARY.

REPORT YEAR: 2017		PLANNING UNIT NAME: City of Long Beach
ADDRESS: City Hall, One West Chester Street, Long Beach, New York 11561		COUNTY: Nassau
CONTACT PERSON: Joseph Febrizio	EMAIL: jfebrizio@longbeachny.gov	TELEPHONE NUMBER: 516 431-1011
LIST ALL FACILITIES IN YOUR PLANNING UNIT FOR WHICH DATA ARE INCLUDED IN THIS REPORT (MUNICIPAL AND PRIVATE)		
	FACILITY NAME	REGISTRATION/PERMIT NO.
1.	CITY OF LONG BEACH TRANSFER STATION	30M32R
2.	TOWN OF HEMPSTEAD MERRICK TRANSFER STATION	1-2820-131 8000-1
3.	ATLAS ROLL OFF CORPORATION	2810500095
4.	SANITARY DISTRICT NO. 1 (INWOOD)	1-2820-01335/00002
5.	COVANTA	3-5532-00104/00005
6.	OMNI RECYCLING OF WESTBURY	1-2822-00487/00001
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		

WASTE GENERATED IN PLANNING UNIT SENT FOR DISPOSAL (MATERIAL NOT RECYCLED)

- In this section, report all material sent for disposal.
- Using this data, material generated within the planning unit can be tracked from the point of generation to the place of final disposal.
- An intermediate destination facility is a facility used for processing, sorting or consolidation before being sent to a disposal facility.
- A final destination facility includes facilities that accept waste for final disposal (landfills, municipal waste combustors, out-of-state disposal facilities).

WASTE STREAMS	NAME AND COMPLETE ADDRESS				DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, C&D Debris Processor)	TONS	FINAL DESTINATION FACILITY (Landfill, Municipal Waste Combustor, Out-of-State)	TONS	
Municipal Solid Waste (MSW)	1. Town of Hempstead Merrick Transfer Station		Covanta Energy		
	2. 1600 Merrick Road, New York 11566		600 MERCHANTS CONCOURSE, WOODBURY, NY 11590	18859.97	Scale Weight
	3.				
C&D Debris	1.				
	2.				
	3.				
Non-Hazardous Industrial Waste	1.				
	2.				
	3.				
Biosolids	1. NONE		GREEN TREE LANDFILL	317.91	Scale Weight
	2.		636 TOBY ROAD, KERSEY, PA, 15846-1033		
	3.				

RECYCLABLES RECOVERED

- Do not report recyclables that result from the Returnable Container Act (Bottle Bill) or are part of a Beneficial Use Determination.
- Report all recyclable material quantities as marketed tonnages.

Municipal (Mixed Material)	NAME AND COMPLETE ADDRESS				DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)		TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS
Single Stream	1.	NONE		SANITARY DISTRICT NO. 1	
	2.			2 BAY BLVD., LAWRENCE, NEW YORK 11559	3027.06
Commingled Containers (metal, plastic, glass)	1.				
	2.				
Commingled Paper (mixed, all grades)	1.				
	2.				

Municipal (Paper)	NAME AND COMPLETE ADDRESS					DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)		TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Newspaper	1.					
	2.					
Corrugated Cardboard	1.					
	2.					
Paperboard/ Boxboard (cereal, shoe and gift boxes)	1.					
	2.					
Office Paper	1.					
	2.					
Magazines	1.					
	2.					
Junk Mail	1.					
	2.					

Municipal (Metal)	NAME AND COMPLETE ADDRESS					DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)		TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Tin/Aluminum Containers	1.					
	2.					
Aluminum Foil/ Trays	1.					
	2.					
White Goods/ Enameled Appliances	1.					
	2.					
Propane Tanks	1.					
	2.					
Bulk Metal (from residents)	1.					
	2.					
Metal from Municipal Waste Combustor Ash	1.					
	2.					

Municipal (Glass)	NAME AND COMPLETE ADDRESS					DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)		TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Glass Containers (separated, only clear)	1.					
	2.					
Glass Containers (separated, only brown)	1.					
	2.					
Glass Containers (separated, only green)	1.					
	2.					
Glass Containers (mixed colors)	1.					
	2.					
Non-container Glass (vases, windows)	1.					
	2.					

Municipal (Plastic)	NAME AND COMPLETE ADDRESS					DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)		TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Commingled Plastic Containers (#1-7)	1.					
	2.					
PET Containers (plastic #1, soda and water bottles)	1.					
	2.					
HDPE Containers (plastic #2, milk jugs, laundry and soap bottles)	1.					
	2.					
Plastic #3-7 Containers	1.					
	2.					
Rigid Plastics (buckets, laundry baskets)	1.					
	2.					
Plastic Film & Bags (plastic wrap)	1.					
	2.					

Municipal (Organics)	NAME AND COMPLETE ADDRESS					DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)		TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Leaves/Grass	1.					
	2.					
Brush/Branches /Trees/Stumps (from residents)	1.					
	2.					
Food Scraps (kitchen, grocery stores, restaurants, schools)	1.					
	2.					
Fats, Oils and Grease	1.					
	2.					

Municipal (Miscellaneous)	NAME AND COMPLETE ADDRESS				DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)	TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Textiles	1.				
	2.				
Electronics	1.				
	2.				
Tires	1.	TOWN OF HEMPSTEAD MERRICK TRANSFER STATION		.67	Scale Weight
	2.	1600 MERRICK ROAD, MERRICK, NY 11566			
Wood Pallets	1.				
	2.				

HOUSEHOLD HAZARDOUS WASTE FROM MUNICIPAL COLLECTION EVENTS						
If the planning unit has a permanent HHH facility, please provide below its name and permit number.						
Facility name:		CITY OF LONG BEACH			Registration/Permit No.	NA
Location of Collection Event:		REAR OF LIRR/CITY PARKING LOT(1120 PARTICIPANTS, 402 FROM LB)			Number of Events:	1
1.	Antifreeze	185	Gallons	2.	Hazardous Paint	1815 Gallons
3.	Automotive Batteries	1125	Pounds	4.	Hazardous Household Batteries	300 Pounds
5.	Pesticides (Solids)	3000	Pounds	6.	Pesticides (Liquids)	660 Gallons
7.	Mercury Containing Devices	40	Pounds	8.	Bulk Mercury	40 Pounds
9.	Fluorescent Bulbs	255	Pounds	10.	# CRTs	0 Pounds
11.	# TVs	0	Pounds	12.	Other Electronics	0 Pounds
13.	Other HHW (Solids)	4750	Pounds	14.	Other HHW (Liquids)	610 Gallons
15.	Miscellaneous Solid Waste (Solids)	0	Pounds	16.	Miscellaneous Solid Waste (Liquids)	0 Gallons

C&D Debris	NAME AND COMPLETE ADDRESS				DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, C&D Debris Processor)	TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Asphalt	1.				
	2.				
Brick	1.				
	2.				
Concrete	1.				
	2.				
Wallboard (drywall)	1.				
	2.				
Petroleum Contaminated Soil (PCS)	1.				
	2.				
Rock	1.				
	2.				
Soil (clean)	1.				
	2.				
Roofing Shingles	1.				
	2.				

Wood (clean)	1.				
	2.				
Wood (contaminated)	1.				
	2.				
Land Clearing Debris (including brush, stumps, trees, etc. NOT included in Organics section)	1.				
	2.				
C&D Debris Bulk Metal (not from residents)	1.				
	2.				

Non-Hazardous Industrial	NAME AND COMPLETE ADDRESS				DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station, Recyclables Handling and Recovery Facility)	TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Metal Reported from Automobile Dismantlers	1.				
	2.				
Metal Reported by Scrap Metal Processors	1.				
	2.				
Industrial Scrap Metal (pre-consumer)	1.				
	2.				

Industrial Scrap Glass (pre-consumer)	1.				
	2.				
Industrial Scrap Plastic (pre-consumer)	1.				
	2.				
Industrial Scrap Paper (pre-consumer)	1.				
	2.				
Food Processing Waste (brewery, fish, fruit, vegetable and dairy waste)	1.				
	2.				
Wood (furniture)	1.				
	2.				


Biosolids	NAME AND COMPLETE ADDRESS				DATA SOURCE (Hauler/Facility Survey, Scale Weight, Truck, Estimate, Other)
	INTERMEDIATE DESTINATION FACILITY (Transfer Station)	TONS	END USE/FINAL DESTINATION FACILITY (Market)	TONS	
Biosolids (WWTP sludge)	1. NA		GREEN TREE LANDFILL	317.91	Scale Weight
	2.		636 TOBY ROAD		
Septage (septic tank sludge)	1.		KERSEY, PA 15846-1033		
	2.				

PLANNING UNIT RECYCLING SYSTEM INFORMATION

- Please answer the following survey

WHAT RECYCLING SYSTEMS ARE AVAILABLE IN YOUR PLANNING UNIT?	Single stream recycling (Commingled)	<input checked="checked" type="checkbox"/>
	Dual stream recycling	<input type="checkbox"/>
	Both, single and dual recycling	<input type="checkbox"/>

WHAT IS THE PERCENTAGE (ESTIMATE) OF THE PLANNING UNIT POPULATION THAT HAVE ACCESS TO EACH ONE OF THE RECYCLING SYSTEMS?	Single stream recycling (Commingled)	100	%
	Dual stream recycling		%
	Both, single and dual recycling		%

NAME: Joseph Febrizio	DATE: 3/27/18
SIGNATURE: 	TITLE & ORGANIZATION: Deputy Commissioner of Public Works

COMMENTS/SUGGESTIONS:

SEND COMPLETED FORM VIA EMAIL TO planning@dec.ny.gov

IF EMAIL IS NOT AN OPTION SEND IT TO THE ADDRESS LISTED BELOW:

NYS Department of Environmental Conservation

Division of Materials Management

Attn: Bureau of Permitting and Planning

625 Broadway, 9th Floor

Albany, NY 12233-7253

P: (518) 402-8678 F: (518) 402-9041

Appendix F

Public Comment Summary

Public Notice
Available for Public Comment
City of Long Beach
Draft Solid Waste Management Plan Update

Section 27-0107 of the New York State Conservation Law requires New York State planning units (counties and municipalities) to draft, and update at least every 10-years, a local Solid Waste Management Plan (SWMP). The New York State Department of Conservation (NYSDEC) is tasked to ensure compliance with Section 27. As such, the City of Long Beach (City) is in the process of updating its SWMP.

NYSDEC Regulation Subpart 360-15.9 (p) requires the City to provide, *"an accounting, to the maximum extent practicable, for the comments and views expressed by concerned governmental, environmental, commercial, and industrial interests, the public, and neighboring jurisdictions."* In order to meet this requirement, the City will make the Draft SWMP Update available to the public.

TAKE NOTICE, that the City of Long Beach shall hold a public hearing on Tuesday, October 22, 2019 at 6:00 p.m at City Hall, 6th floor

Copies of the Draft SWMP Update will be available for review at the following locations during normal business hours beginning on Thursday, September 19, 2019 :

Department of Public Works Office
City Hall
1 West Chester Street
Long Beach, NY 11561

City Clerk's Office
City Hall
1 West Chester Street
Long Beach, NY 11561

Long Beach Public Library
111 West Park Avenue
Long Beach, NY 11561

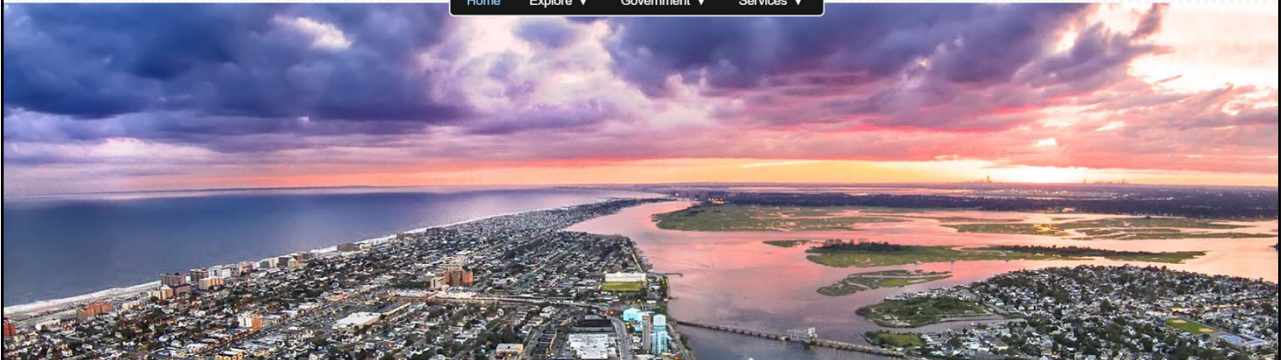
Copies may also be viewed on the City's website at www.longbeachny.org.

The City will accept comments on the Draft SWMP Update for 45 days from the publication of this Notice. Comments should be mailed to SWMP Comments, City of Long Beach, Department of Public Works, 4th Floor, 1 West Chester Street, Long Beach, NY 11561 on or before Thursday, November 7, 2019. For further information please contact the City of Long Beach Department of Public Works at (516) 431-1000.



LONG BEACH *New York*
— THE CITY BY THE SEA —

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Draft Local Solid Waste Management Plan 2019-2028

Public Hearing
October 22, 2019

Agenda

- Background/Regulatory requirements
- Summary of Draft LSWMP
- Next Steps
- Public Comments



LONG BEACH *New York*
— THE CITY BY THE SEA —

Background/Regulatory Requirements

- In accordance with NYSDEC regulations, municipalities are required to develop a LSWMP for 10 year planning periods
- Prior plans were developed in 1988, 1997 and 2015
- Current Draft LSWMP prepared in accordance with 6NYCRR Part 366-2
- Draft LSWMP presents:
 - Current solid waste programs provided to residents and businesses
 - Waste handling facilities operating within the City
 - Waste types and other waste sources, including biosolids
 - Solid waste and recycling quantities from previous 10-years and projections for the 10 year planning period
 - Strategies and schedule for enhancing reduction, reuse and recycling within the City
- Part 366-3.1 requires public notification and soliciting public input

Draft LSWMP Contents

- Executive Summary
- Introduction and Planning Unit Description
- Solid Waste Generation and Disposal
- Solid Waste Projections
- Education and Technology Evaluation
- Implementation Plan and Schedule
- Conclusions
- Supporting Appendices

Solid Waste Generation

- NYS *Beyond Waste* report (December 2010) identifies a municipal solid waste (MSW) disposal rate goal (state-wide) of 0.6 lb/capita/day by the year 2030. [does not include C&D debris, biosolids or industrial waste]
 - City of Long Beach 2017 = 3.1 lb/capita/day
- City waste and recyclable materials (single stream) are collected by City and by private carters
- Biosolids generated at the WWTP, dewatered and hauled to landfill
- Construction and demolition debris
 - Long Beach transfer station for municipal operations only
 - Residents contract with private companies
- Scrap metal (bulky) collection
- Food Scraps – no City-wide program
- Yard Waste – no City-wide program
- Household Hazardous waste – Town sponsored S.T.O.P. program
- Motor oil, auto batteries, tires and anti-freeze
- E-cycling
- Non-hazardous industrial and institutional waste stream

Solid Waste Facilities

Facility	Location	Type of Waste Disposal	Size/Capacity	Regulatory Status	Ownership (Public or Private)	Expected Life
Merrick Transfer Station	Merrick, NY	MSW	1,000 tons/day	Permitted	Public	N/A
Covanta Waste-to-Energy Facility	Westbury, NY	MSW	2,505 tons/day	Permitted	Private	N/A
Greentree Landfill	Kersey, PA	Biosolids	5,500 tons/day	Permitted	Private	2048
Sanitary District #1 Transfer Station	Lawrence, NY	Single Stream Recyclables	400 cubic yards/day	Permitted	Public	N/A
Long Beach Recycling Transfer Station	Long Beach, NY	C&D Debris	12,500 tons/day	Registration	Public	N/A

Solid Waste Stream Disposal Paths

Waste Stream	2017 Tons (as collected by City)	End Use
MSW Disposed	18,860	Incineration/Landfill Disposal of Ash
Single Stream Recyclables	3,027	Recycled
Scrap Metal	0	Recycled
C&D	3,506	Combination Recycle/Incineration/Landfill
Biosolids	318	Dewatered (20% solids) and Landfilled
Food Scraps	0	Included in MSW
Yard Waste	0	Included in MSW and/or left in place
Automotive Batteries (estimate)	0	Recycled
Tires (estimate)	0	Recycled
HHW (estimate)	10	Treated/Incinerated/Disposed HW Landfill
Electronic Waste	0	Recycled
TOTAL	26,429	

Solid Waste Projections

- Population consistent since the 1970s
- MSW trends show a decrease over the previous 10 years (except for 2012/2013 resulting from Superstorm Sandy)
- Biosolids generated remains constant
- Recycling rates have increased since 2015 with single stream recycling
- C&D collection data is sparse
- Scrap metal collection impacted by scavenging
- HHH – data from Town S.T.O.P. program
- Service station collected material – data not collected by City
- Waste collection data and recycling data are used in the NYSDEC model to project the rate of recycling or waste diverted from disposal throughout the 10-year planning period.
 - Projected 2027 recycling rate is **14.4%**
 - Important to note, City reported single stream recyclables in 2017 was 11.8% of the overall waste stream

Assessment of Alternative Waste Management Program Elements

- Education and Outreach
 - Mailings, school programs, civic groups presentations
- Financial Incentives
 - Auto battery & can/bottle rebates, one-time use bag fee
- MSW Reduction
 - Pay-as-you-throw, composting, use of WTE
- Biosolids
 - Dewatering with offsite disposal
- Recycling
 - Curbside collection (residential and commercial), and equipment
 - Drop-off centers, facility such as a materials recovery facility (MRF)
- Organic Waste
 - Provide educational material to residents for 'backyard' composting
 - Commercial waste collected by private carters

Solid Waste Management Plan - Potential Improvement & Schedule (10 years)

- Renegotiate waste & biosolids contracts and recycling & C&D contracts
- Explore 'mixed' rate for material collected at boardwalk
- Evaluate change in private carter licensing to require reporting tons collected
- Evaluate mechanism to track disposed motor oil, batteries, tires, etc.
- Evaluate 'Pay-as-you-throw' opportunities
- Increase number of bulky item pick-ups
- Evaluate mechanism to require reporting of C&D debris disposal
- Evaluate mechanism to encourage reuse of C&D debris

Solid Waste Management Plan - Potential Improvement & Schedule (10 years) continued

- Continue single stream recycling
- Increase opportunities to recycle at beach (seasonal)
- Add recycling containers in City parks and public events
- Increase E-cycling awareness and provide receptacles
- Evaluate textile recycling
- Evaluate mechanisms to track food waste and target recycling
- Promote residential composting
- Increase education and public awareness programs
- Continue 'Carryout Bag Ordinance' [also NYS-wide ban of single use plastic carryout bags.]

Solid Waste Management Plan - Potential Improvement & Schedule (10 years) continued

- Continue to support the Rx take back program
- Improve data collection of recyclables collected
- Advocate for increase DPW staff and budget to support the program improvements
- Evaluate opportunities to collaborate with Town at S.T.O.P. events
- Review existing City Code & Ordinances to improve/encourage participation and reporting
- Evaluate grant opportunities for E-waste program, MSW reduction & recycling programs and recycling capital projects

Solid Waste Management Updates in 2019

- Mattress recycling program in effect – private vendor recycles material into new items
- City's electronic recycling program (E-Cycling) reinstated August 2019
- Pursuing DEC grant for Municipal Waste Reduction and Recycling Program – grant will assist with the cost for outreach, education & planning to increase participation in waste reduction & recycling programs.
- Recycling
 - Current contract (single stream material accepted) expires December 2020
 - Discussions with recycling vendors have been initiated
 - Recent upheaval in recyclables market may result in changes to the City's recycling program (ex. dual stream)
 - Details will be made available in the coming months

Next Steps

- 45-day Public Comment Period on the Draft LSWMP closes on November 7, 2019
- All written comments received during the Public Comment period and verbal comments made at this Public Hearing are compiled and responses developed
- Draft LSWMP is updated as required
- Updated Draft LSWMP including comments/responses is provided to NYSDEC for review
- Draft LSWMP formally adopted (Part 366-4.1) by the City as final
- The adopted LSWMP is then provided to NYSDEC
- City implements Plan and reports to NYSDEC as required

Draft LSWMP is Available

- City Hall
 - Department of Public Works
 - Clerk's Office
- Long Beach Public Library
- City's website at www.longbeachny.gov/swmp
- Written comments accepted through November 7, 2019:
 - City of Long Beach
 - Department of Public Works
 - 4th Floor
 - 1 West Chester Street
 - Long Beach, NY 11561

To: Long Beach Department of Public Works

From: Long Beach Environmental Advisory Board (Tyler Huffman, Ryan McTiernan, Ray Flammer, Scott Bochner, Amanda Moore, Dr. Jo Eisman, Joanne Moore, Steven Kenner)

Date: November 7, 2019

Re: Recommendations to the City's Solid Waste Management Plan (SWMP)

Corrections:

Page 2-4: Section 2.1.3 Single Stream Recycling: Correction made in Subsection 2.1.3 Single Stream Recycling and 5.3 Single Stream Recycling Plan and Schedule

"The City intends to maintain its single stream recycling program throughout the planning period"

This should be corrected since the City does not intend to continue single stream recycling. Given the recent upheaval in the recycling market, we understand that the City may not continue single stream recycling after its contract expiration in December 2020, and it may even change its single stream program before December 2020. Clarification is needed here – if the City does not yet know what the future of recycling will look like in Long Beach, the section should at least explain that the City plans to update this section in the near future. And/or should read the "continuation of the single stream recycling program will be re-evaluated before the end the contract expiration in December 2020."

The EAB suggests that details of the next recycling program be figured out by mid-year 2020, so as to give 6 months to do proper education and outreach on the new system. In addition, a public comment period/input period should take place after the new recycling changes are proposed but before they are set in stone.

Page 2-10: Section 2.1.10 E-Cycling Correction made in Subsection 2.1.10 E-Cycling

Long Beach recently reinstated its E-recycling program in August of 2019. The City now has an E-recycling agreement with GreenChip Recycling, a Brooklyn-based business, and an e-recycling receptacle is located at the Long Beach Recreation Center at 700 Magnolia Blvd. More information about E-cycling can be found on the City's website at www.longbeachny.gov/ewaste.

Page 3-4: Section 3.1.9 Electronic Waste Trends Correction made in Subsection 3.1.9 Electronic Waste Trends

Similar as above, this section should be updated to reflect the reinstatement of the e-recycling program. An accurate estimated tonnage of e-waste per year can't be provided as of yet, so the existing estimate of 1-2 tons should suffice.

Page 4-2: Section 4.1.2 Creation of Financial Incentives and Specific Price Structures

Incorrectly says "Long Beach has banned the use of plastic bags by stores. Shoppers are required to bring their own reusable bags"

This should be corrected as there is no ban, just a 5 cent fee for carryout bags like paper and plastic. On a related note – New York State did ban plastic bags in April 2018 – and this ban goes into effect March 2020, so this should be mentioned.

Page 4-6: Section 4.4.3 Residential Recycling: Correction made in Subsection 4.4.3 Residential Recycling

"Single Stream recycling [...] will continue throughout the planning period"

As mentioned previously, this section should be revised in light of expectations that Single Stream Recycling will be discontinued on or before December 2020

Page 5-2: Section 5.3 Single Stream Recycling Plan and Schedule

Correction made in Subsection 5.3 Single Stream Recycling Plan and Schedule

As mentioned above, this section should be revised in light of expectations that Single Stream Recycling will be discontinued on or before December 2020. This might be a good place to explain the uncertainty around recycling given the recent market upheaval, and that the City plans to continue single stream through contract expiration December 2020, however, it expects that changes will come to its program upon expiration, and that the SWMP will be updated accordingly.

Page 5-3 Section 5.9 E-Cycling Plan and Schedule

Correction made in Subsection 5.3 E-Cycling Plan and Schedule

As mentioned previously, this section should be updated to reflect the reinstatement of the e-recycling program.

Page 53: Table 5-1 City of Long Beach Implementation Schedule Table 5-1 updated

1) Grant Opportunities: *"Evaluate/apply for Municipal Waste Reduction and Recycling Program grant" will be evaluated Q1 2019*

The MWRR Application is due October 31, 2019, so this section should show Q4 2019 instead. The City has a draft application in hand that it intends to submit under this application cycle.

2) Grant Opportunities: *"Evaluate/apply for Recycling Capital Projects Grant" will be evaluated in 2023*

The City applied for this grant in 2017. There is approximately a 3 year waiting list and the City has been informed it will receive an answer on this application in 2021. There is a need for additional equipment and materials, so the city will be apply for this grant again in 2021, therefore the timeline should be moved from 2023 to 2021.

Pages 53 and 55 - FYI these pages are duplicates Revised.

Recommendations

Added to Subsection 5.12 - Review Existing City Code/Ordinances

Enforcement:

Add to the report that the City will evaluate the formation of a formal code enforcement office to enforce proper sanitation and recycling practices throughout the city. The evaluation should take place no later than 2020.

Added to Subsection 5.3.1 Single Stream Program Improvements and added to Table 5-1

Mandate recycling in public spaces:

Add to the report that the City will evaluate (starting in 2020) mandating recycling in municipal parks, downtown centers, and at public events.

Added to Subsection 5.3.1 Single Stream Program Improvements and added to Table 5-1

Mandate recycling-trash pairing:

Add to the report that the City will evaluate (starting in 2020) a policy that requires every trash bin to be paired with a recycling bin in government buildings, municipal parks, downtown center, and at public events.

Added to Subsection 5.3.1 Single Stream Program Improvements

Signage:

Add to the report that the City will place clear signage next to all trash and recycling receptacles detailing what is acceptable and non-acceptable.

Commercial Sanitation:

Added to Subsection 5.1.1 Draft Code Changes and added to Table 5-1

Add to the report that the City re-evaluate (no later than 2021) its commercial sanitation pricing structure as well as the feasibility of banning private carters for commercial sanitation.

Pay As You Throw:

Added to Subsection 5.1.2 Pay-as-You-Throw and updated Table 5-1

Currently, the SWMP says the City will evaluate PAYT opportunities in 2025. The EAB suggests the City revise this timeline and instead evaluate the feasibility of a PAYT system upon the expiration of its upcoming MSW contract. The current MSW contract expires December 2019, and in the coming weeks will be entering into a new MSW contract. PAYT should be evaluated at the expiration of this new agreement, which we anticipate will be before 2025.

Organics Collection: Added to subsection 5.6.1 Organic Waste Program Development

Add to the report that the City will evaluate the feasibility of city-wide organics collection beginning in 2024. This would be ideal to combine with a Pay As You Throw system. Both curbside collection and drop-off sites should be evaluated.

Mattresses: Added to Subsection 5.3.1 Single Stream Program Improvements

Add to the report that a Mattress Recycling Program has been implemented. Discarded mattresses no longer get thrown out as bulk trash ending up in a landfill. Mattresses are now taken to a private vendor where they are recycled into new items.

Spanish Speaking Population: Added to Subsection 5.10 Educational Programs

Add to the report that best efforts be made to translate educational material and signage in Spanish for the Spanish speaking population in Long Beach.

Single-use Plastics: Added to Subsection 5.14 Other Activities

Add to the report that the City will evaluate (beginning Q4 2019) a ban on the distribution of single-use plastic straws, stirrers, and cutlery in Long Beach. This is part of a greater movement on Long Island and across the country to eliminate the distribution and consumption of single-use plastics. Sea Cliff, NY (Nassau County) has banned plastic straws, stirrers, and cutlery starting January 2019, while Suffolk County NY has banned the distribution of plastic straws county-wide beginning January 2020. Additionally, New York State has banned plastic carryout bags beginning March 2020, and Nassau County has banned polystyrene (commonly known as Styrofoam) beginning January 2020.

Textile Donation/Recycling: Added to Subsection 5.10 Educational Programs and revised Table 5-1

Add textile recycling/donation as a component of public education that the City will pursue during the planning period, beginning 2020.

For clarification on any of the above items, please email Tyler Huffman thuffman@longbeachny.gov or call (516) 705-7204.

October 22, 2019

Public Hearing on Draft LSWMP

Solid Waste Management
Questions and Answers

Q: What method is use to recycle

A: Single Stream

Q: What is Single Stream

A: You Place everything into one receptacle

Q: Why is the cost so high

A: Labor Intense

Q: Where Does the garbage go

A: Transfer Stations

Q: In single stream is everything recycled, If not who determines what is or isn't.

A: Tracking tonnage from the beginning to its final resting place

Q: Is single stream financially sound for the City of Long Beach

A: Right now yes

Q: Where can the draft be seen

A: City Hall, Online, & the Library

Q: Do you need to call for a mattress pick up

A: Yes

Q: Do the Co-Ops know the procedure

A: Yes

Q: Why is it necessary to wrap a mattress in plastic

A: Board of Health regulation

Q: Who is responsible for landscaping and construction debris

A: Landscaper & Contractors

Q: Who is responsible for overflowing garbage in front of restaurants

A: Owner of store

Q: Who does a resident call to get information on a Mercantile License changed to include Name of Owner, Email Address, and Phone Number of owner

A: City Clerk's Office

Q: Are restaurants responsible to recycle

A: Yes

Q: How does the Environmental Board work with the Administration

A: Periodic meetings with the Administration to discuss issues related to the Municipal Solid Waste



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