

SOLID WASTE MANAGEMENT PLAN

2016-2026



**TOWN
OF
SOUTHAMPTON
NEW YORK**

DECEMBER 8, 2011
FINAL
Updated 12/2018 BY
The Town of Southampton
as per
NYSDEC Comments



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 02/26/19 06:00 PM

Department: Central Purchasing and Contracts Compliance

Category: Agreements, Contracts, Leases

Prepared By: Allison Mancuso

Initiator: Allison Mancuso

Sponsors: Councilman John Bouvier

DOC ID: 31206

ADOPTED

TOWN BOARD RESOLUTION 2019-259

Recall and Amend 2019-204 to Correct 2018 Notice of Adoption of Final Local Solid Waste Management Plan

WHEREAS, on February 12, 2019, the Town Board of the Town of Southampton adopted Resolution 2019-204 for a Final Local Solid Waste Management Plan; and

WHEREAS, some corrections are necessary, the following corrections shall be made to Town Board Resolution 2019-204; and

WHEREAS, in 1990 The Town of Southampton adopted its first Solid Waste Action Management Plan as required by the State under the Solid Waste Management Act of 1988 to develop a long term master plan to address solid waste management including planning, facilities development and operations; and

WHEREAS, this plan provided the eventual elimination of landfill operations, recycling plans, composting of Southampton's entire waste stream after maximum feasible waste reduction and recycling and evaluation, selection of waste disposal technologies, identifications of site and locations suitable for waste processing and an implementation schedule; and

WHEREAS, the Town revised and updated the plan in 1995 to consolidate data, acknowledge that full scale MSW composting was not feasible and developed a plan for intensive source separation of recyclable materials and composting of yard waste; and

WHEREAS, the 1995 update: acknowledged the community's concerns regarding the North Sea Landfill and the continued use of the facility; called for private carters to transport materials directly to market and not use the North Sea Facility; sited a new Sag Harbor Transfer Facility to provide more opportunities to residential self-haulers and eliminated access to commercial haulers; and

WHEREAS, the Town has submitted bi-annual reports and status updates to the DEC on the plan, and was required in 2011 to provide the DEC a New Solid Waste Management Plan (SWMP); and

WHEREAS, the Town contracted with CDM Smith for initial preparation of the latest plan; and

WHEREAS, the Town presented the latest plan for public hearing that substantially met DEC requirements of the ECL Part 360 regulations and subsequently submitted the plan to the DEC in 2011; and

WHEREAS, the Town has since been involved in an iterative process with DEC as co-reviewer and received an updated set of comments in August of 2017 that had to be addressed prior to the DEC adoption of Part 360 updates; and

WHEREAS, the Town has made the necessary revisions as required by the DEC so that the plan is complete and ready for adoption; and

WHEREAS, in accordance with the State Regulations 360-15.10(d)(2), the Town will adopt the Local Solid Waste Management Plan, effective upon New York State Department of Environmental Conservation approval of the Local Solid Waste Management Plan, implement and maintain the Solid Waste Management System described in the Local Solid Waste Management Plan and submit annual planning unit reports and biennial updates; and

WHEREAS, the Solid Waste Management Plan is classified as a Type I Action pursuant to NYCRR Part 617 (SEQRA); and

WHEREAS, by Resolution 2018-1165, the Town Board as Lead Agency adopted a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton hereby recalls and amends Town Board Resolution 2019-204 to finalize and adopt the 2016-2026 Final Local Solid Waste Management Plan (December 2018) consistent with the Comprehensive Plan; be it

FURTHER RESOLVED, that all other content of Town Board Resolution 2019-204 shall remain the same.

Financial Impact

NONE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

Executive Summary

The Town of Southampton's (Town or Southampton) solid waste management mission is to *"provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling."* For almost 20 years, the Town has been successfully operating under the March 1995 Local Solid Waste Management Plan (SWMP). The enclosed document represents a new Solid Waste Management Plan reflecting current operations, goals, and future potential actions.

The objective of this new SWMP is to document the Town's current solid waste management and recycling programs and identify possible cost-effective improvements to enhance solid waste management and recycling practices. Current practices include:

- Four (4) Town owned and Operated Transfer Stations
- Pay-as-You-Throw (PAYT) Program that includes recycling of:
 - Comingled Plastics
 - Thin Film Plastics
 - Glass
 - Metals
 - Mixed Paper
 - Cardboard
 - E-waste
 - Used Oil
 - Propane Tanks
 - Clothing
 - Tires
 - White Goods
 - Bulky Waste
 - Leaf & Yard Waste Composting
 - Construction & Demolition (C&D) Waste
- Annual Great East End Cleanup Events - Community Clean Up Events.

- Annual Childrens Beach Clean Up Events
- Quarterly Stop Throwing Out Pollutants (S.T.O.P) Program
 - One at Each of the Four (4) Transfer Stations
 - Accepting Household Hazardous Wastes

Southampton is located on the south fork of Long Island's east end and occupies 295.6 square miles (mi²) of total area. According to the New York State Municipal Solid Waste Composition Calculator, the Town had a projected annual full-time population of 58,318 in 2016. However, the population increases in the summer months to more than 180,000 residents. This Solid Waste Management Plan utilizes this full time resident number for the basis future analysis, however, the Town anticipates that data gathering will indicate larger generation rates based on the full time resident number as compared to a full time equivalent number that accounts for the large seasonal fluctuation that may need to be corrected in the future. As information is gathered in the Hauler and Track Program and the Education and Outreach program, this information will be provided in the biennial reports submitted to the New York State Department of Environmental Conservation.

Southampton currently runs a successful solid waste and recycling program. The overall 2016 recycling rate at the transfer stations is approximately 42 percent (excluding C&D and compost), as compared to the New York State average recycle rate of 20 percent and the national average rate of 33 percent.

However, it is estimated that 85 percent of Southampton residents and 100 percent of commercial entities contract with private curbside collection carters for their solid waste collection and disposal needs. Because private carters are not required to share solid waste and recycling data with the Town, limited information is available on the recycling habits of this percentage of the population.

Southampton continues to progress toward the most cost effective solid waste management solutions. As of October 2018, the Town has completed a number of goals and is in the process of developing new methodologies for waste reduction, preventing certain types of waste, recycling promotion, source separation, and collection including:

- 1) Adopted Code Amendments to Town Code Chapter 205 Waste Management to allow the Permitting and Tracking of Curbside Collection Carters and Requiring Carters to Provide Waste and Recycling Data
- 2) Evaluating the potential for Single Stream Recycling, chose to maintain separate streams
- 3) Considering options and shared services that could assist in providing plans to develop a regional transfer station for MSW and recyclables to encourage increased recycling due to efficiencies.
- 4) Enacting the Bag-Bill that bans Southampton businesses from Single Using Plastic Bags (SUPB) of <2 mil in thickness
- 5) Developed and distributed "A Guide for Waste Disposal, Reuse & Recycling"

- 6) Developed and implemented a Multi-Age, Multi-Cultural Educational Campaign to help Increase Recycling
- 7) Adopted the Sustainability 400+ Plan as an amendment to the Town's Comprehensive Plan
- 8) Adopted Code Amendments that reduce pollution due to stormwater from Construction Sites, and ensure ongoing maintenance of existing private drainage systems.
- 9) Adopted Code Amendments that prohibit illicit discharges into drainage infrastructure such as sanitary waste, volatile organic compounds, and /or trash.
- 10) Adopted Code Amendments to required innovative and alternative waste water systems in certain areas that have the potential to adversely affect the waterways.
- 11) Adopted Code Amendments to prohibit the use of Hydraulic Fracturing Waste within Southampton.
- 12) Promoting Town residents to take advantage of financial incentives and become more sustainable by having home energy audits performed on their homes, and solar energy evaluations at no cost thereby reducing wastes associated with power, heat generation and distribution, and potentially reducing air pollution.
- 13) Promoting a consolidated education of a set of sustainability principles described in the 400+ Sustainability Plan to bring to the targeted audiences of residents, yard care specialists, building professionals including increased zeroscaping, composting, energy efficiency using LED bulbs which have longer life (less waste), etc.,

This Solid Waste Management Plan was prepared in general accordance with 6 NYCRR Part 360 which identifies the regulations and procedures that must be followed in developing an approvable solid waste management plan and comprehensive recycling analysis. By evaluating the Town's integrated waste management experiences and efforts in the context of the State goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Southampton is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible.

Table of Contents

Executive Summary	ES-1
Section 1 Introduction.....	1-1
1.1 Introduction.....	1-1
1.2 Planning Unit Description.....	1-2
1.2.1 Physical Size.....	1-2
1.2.2 Villages and Hamlets	1-2
1.2.3 Impact To and From Neighboring Jurisdictions.....	1-3
1.2.4 Topography	1-4
1.3 Population	1-5
1.4 Municipal and Institutional Buildings.....	1-5
1.5 Top 20 Industrial and Commercial Entities	1-7
1.6 Anticipated Changes to the Local Planning Unit	1-10
1.6.1 Population Projections	1-10
1.6.2 Population Density	1-12
1.6.3 Development	1-12
1.7 Local Government Description	1-14
1.7.1 Town Supervisor	1-14
1.7.2 Legislative	1-14
1.7.3 Administrative	1-14
1.7.4 Financial.....	1-14
Section 2 - Solid Waste Quantity and Types	2-1
2.1 Solid Waste Quantity.....	2-1
2.1.1 Population	2-2
2.1.2 Seasonality.....	2-2
2.2 Solid Waste Collection Services.....	2-2
2.3 Waste Collected at Transfer Stations	2-2
2.4 Total Estimated Waste Generated	2-3
2.5 Waste Trends.....	2-4
Section 3 Current Solid Waste Management Program	3-1
3.1 Solid Waste Management Practices.....	3-1
3.1.1 PAYT Program	3-1
3.1.2 Private Carters	3-2
3.1.3 Curbside Program Private Carters.....	3-3
3.2 Current Transfer Station Descriptions.....	3-3
3.2.1 Transfer Station Locations.....	3-3
3.2.2 Transfer Station Services.....	3-3
3.2.3 Description of Individual Facilities.....	3-4
3.2.3.1 Hampton Bays (HB)	3-4
3.2.3.2 North Sea (NS).....	3-5

	3.3.3.3 Sag Harbor (SH)	3-6
	3.3.3.4 Westhampton (WH)	3-7
3.4	Recovered Materials	3-7
3.4.1	Municipal Solid Waste	3-7
3.4.2	Recyclables	3-8
	3.4.2.1 Mixed Paper	3-9
	3.4.2.2 Corrugated Cardboard	3-10
	3.4.2.3 Comingled Containers	3-11
	3.4.2.4 Other Materials	3-12
3.4.3	Leaf and Yard Waste	3-12
3.4.4	Additional Materials - Residential Self Hauler	3-14
	3.4.4.1 Construction and Demolition Debris	3-15
	3.4.4.2 Scrap Metal	3-16
	3.4.4.3 Household Hazardous Waste	3-16
	3.4.4.4 Biosolids	3-18
	3.4.4.5 Industrial Wastes	3-19
	3.4.4.6 Pharmaceutical Waste	3-19
3.5	Existing Disposal and Recyclables Markets	3-19
3.6	Public Education and Outreach	3-21
	3.6.1 Community Advisory Committees	3-22
	3.6.2 Recent Public Involvement Events	3-22
	3.6.3 Town Training	3-22
	3.6.4 Beyond Waste Extensions to Comprehensive Programs	3-23
	3.6.5 NYSDEC Education and Outreach Recommendations	3-24
Section 4 Solid Waste Projections		4-1
4.1	Transfer Station Waste Generation Trends	4-1
4.2	Waste Generation Projections	4-3
	4.2.1 Waste Generation and Composition Estimates	4-3
Section 5 Southampton Specific Alternatives Analysis		5-1
5.1	Alternative 1 - Continue Current Solid Waste Operations; Begin to Permit and Track Carters	5-3
	5.1.1 Continue Current Solid Waste Operations	5-3
	5.1.2 Permit and Track Private Carters	5-3
	5.1.3 Cost to Residents	5-3
5.2	Alternative 2 – Cease all Town Sponsored Solid Waste Operations	5-4
	5.2.1 Create Solid Waste Districts	5-4
	5.2.2 Basic Solid Waste Services	5-4
	5.2.3 Cost to Residents	5-5
5.3	Alternative 3 – Transfer Stations for Municipal Use Only	5-5
	5.3.1 Continue Compost Operations	5-6
	5.3.2 Permit and Track all Private Carters	5-6
	5.3.3 Cost to Residents	5-6
5.4	Alternative 4 – Optimized Use of Transfer Stations	5-7

5.4.1	Improved Efficiency in Compost Operations.....	5-8
5.4.2	Permit and Track All Private Carters.....	5-8
5.4.3	Education and Outreach.....	5-8
5.4.4	Cost to Residents.....	5-9
5.5	Alternative Selected for Southampton.....	5-10
5.6	Alternative Solid Waste and Recycling Technologies and Programs	5-10
5.6.1	Landfills.....	5-10
5.6.2	Bulk Incineration with Energy Recovery.....	5-10
5.6.3	Biosolids, Food Waste and Organics	5-10
5.6.4	Food Scraps	5-11
5.6.5	Composting.....	5-12
5.6.6	Material Recycling Facility (MRF)	5-12
5.6.7	Single Stream Recycling.....	5-12
5.6.8	Curbside Collection.....	5-12
Section 6 Integrated System Selection (2015 – 2024).....		6-1
6.1	Selected Solid Waste Management Plan.....	6-1
6.1.1	Continue Solid Waste Operations	6-1
6.1.2	Recyclables Recovery Program.....	6-1
6.1.2.1	Metals, White Goods, and Bulky Items.....	6-1
6.1.2.2	Commingled Containers.....	6-2
6.1.2.3	Mixed Paper	6-2
6.1.2.4	Corrugated Cardboard	6-2
6.1.2.5	Construction & Demolition Debris.....	6-3
6.1.2.6	Other Existing Recycling Programs and Initiatives.....	6-3
6.1.3	Organics Recovery Program	6-3
6.1.3.1	Leaf and Yard Waste	6-4
6.1.4	Infrastructure Needs	6-4
6.1.5	Stewardship and Partnership.....	6-6
6.2	Modifications to the Solid Waste Management Plan	6-6
6.2.1	Permit and Track Private Curbside Collection Carters	6-6
6.2.2	Operational Budget for Education and Outreach	6-7
6.2.3	Small Local Buisness and /or Carter Access to Transfer Stations.....	6-7
6.2.4	Future Expanded Recycling Programs and Initiatives	6-8
6.2.5	Food Waste.....	6-8
6.2.6	Traffic Studies	6-9
6.2.7	Marine Plastic.....	6-9
6.3	Continued Role of the Private Sector	6-9
6.4	Notification to the Private Sector.....	6-9
Section 7 - Implementation Schedule.....		7-1
7.1	Previously Implemented Changes	7-1
7.2	Future Implementation Schedule.....	7-2
7.3	Waste and Recycling Projections	7-4

Section 8 – Laws and Regulations..... 8-1

8.1 State Regulations.....8-1

8.2 Local Legislation8-1

8.2.1 Single Use Bag Ban8-1

8.2.2 Clean Fill8-1

8.2.3 Stormwater Waste - Water Quality Enhancements to mitigate waste effects in waterways.....8-1

8.2.4 Innovative and Alternative on Site Wastewater Treatment Systems.....8-2

8.2.5 Hydraulic Fracturing.....8-2

8.2.6 Littering and Handbills.....8-2

8.2.7 Permit and Track Carters.....8-2

8.2.8 Other Legislation8-2

Section 9 – Conclusion 9-1

Appendices

A – NYSDEC MSW CCAP Model

B – Southampton 400+ Sustainability Element and
Guide for Waste Disposal, Reuse and Recycling

C – 2015 PSA – Town to Discontinue Pursuit of a Garbage District in Flanders, Riverside and Northampton Communities

2015 Flanders, Riverside, Northampton Refuse and Garbage District Bid Specifications and Results

D – Regulations
1. 2010 TBR 1287 Stormwater
2. 2014 TBR 550 Hydraulic Fracturing
3. 2014 Single Use Plastic Bag Ban
4. 2014 TBR 114 – Fill Compostition Certification
5. Community Preservation Fund – Water Quality and Sanitary Waste
6. 2015 TBR 485 Waste Management
7. 2019 TBR 204 Notice of Adoption

E- Town Waste Contracts
1. Construction and Demolition Debris
2. PAYT MSW Bag Vendor
3. Comingled Containers
4. MSW

F - Regulatory and Public Comments
1. New York State Department of Environmental Conservation
2. Notice of Public Comment
3. Public Comments

G- SEQR Documentation

List of Figures

Figure 1.1	County map showing the Town, Bordering Communities, Villages, and Water Bodies	1-3
Figure 1.2	Boundaries of Census-Designated Places within the Town	1-3
Figure 1.3	Topographic Representation of the Town	1-4
Figure 1.4	Town of Southampton Population Trend, 1800 – 2010	1-7
Figure 1.5	Population Density and Estimates 1900 – 2035	1-10
Figure 1.6	Current Land Use	1-11
Figure 2.1	Southampton Transfer Station Tonnage per Waste Stream, 2010-2014.....	2-5
Figure 3.1	Location of Transfer Stations.....	3-3
Figure 3.2	Total MSW per Transfer Station, 2014.....	3-8
Figure 3.3	Total Recycling versus MSW in tons, 2014.....	3-9
Figure 3.4	Mixed Paper Collected per Facility, 2014.....	3-10
Figure 3.5	Cardboard Collected per Facility, 2014	3-11
Figure 3.6	Commingled Containers Collected per Facility, 2014	3-12
Figure 3.7	Total Compost Sold per Facility in Cubic Yards, 2014	3-14
Figure 3.8	C&D Collected and Disposed, 2014.....	3-16

List of Tables

Table 1-1	Town of Southampton Historic Population Data	1-8
Table 1-2	Population Projections for Southampton, 2010 – 2035.....	1-9
Table 2-1	Total Tonnage of Material Collected by Transfer Stations in 2010-2014.....	2-2
Table 2-2	Actual 2014 Tonnage Collected by Transfer Stations compared to NYSDEC 2014 Estimates	2-3
Table 2-3	NYSDEC MSW CCAP Estimate Waste for 2014	2-4
Table 3-1	List of Services by Transfer Station.....	3-4
Table 3-2	2015 Brush and Yard Waste Fee Schedule	3-13
Table 3-3	2014 Bulky Items Residential Fee Schedule and Accepting Facilities	3-15
Table 3-4	2011 Household Hazardous Waste Fee Schedule	3-18
Table 4-1	MSW and Recyclables by Waste Stream	4-2
Table 4-2	Summary of Recyclables by Waste Stream Collected at Transfer Stations, 2014	4-2
Table 4-3	Estimated Total Tonnage and Composition in 2014 and 2015	4-3
Table 4-4	Solid Waste Projections 2015 - 2025.....	4-4
Table 5-1	Estimate of Total Annual Solid Waste Costs, Alternative 1.....	5-2
Table 5-2	Estimate of Total Annual Solid Waste Costs, Alternative 2.....	5-3
Table 5-3	Estimate of Total Annual Solid Waste Costs, Alternative 3.....	5-4
Table 5-4	Estimate of Total Annual Solid Waste Costs, Alternative 4.....	5-5
Table 7-1	Improvements and Changes Since 1995	7-1
Table 7-2	New Initiatives as Part of the Implementation of the 2015-2024 SWMP.....	7-2
Table 7-3	Summary of 2014 Actual Tonnage Data vs NYSDEC CCAP Model.....	7-4
Table 7-4	Summary of 2014 Tonnage and Estimated Recycling Rate	7-5
Table 7-5	Summary of 2014 Town-Wide Recycling for 100% Population.....	7-6

Section 1

Introduction, History, and Planning Unit Description

1.1 Introduction

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 reduce waste generation and increase recycling through six main objectives:

- 1) Reduce 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 ECL 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 includes: waste reduction, waste recycling and composting, energy recovery, and landfill disposal.

For almost 20 years, the Town has operated under the March 1995 SWMP. The aim of this new SWMP is to document the Town’s achievements in recycling and waste management and to identify possible cost-effective improvements to enhance solid waste management practices.

The Town’s solid waste management mission is to *“provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling.”* This report includes past practices, but is a new plan for the future, prepared in accordance with New York’s State SWMP, to cover a planning period of ten (10) years from 2016 through 2026.

This SWMP is divided into nine sections with appendices.

Section 1 – Introduction, History and Planning Unit Description

Section 2 – Solid Waste Quantity and Types

Section 3 – Current Solid Waste Management Program

Section 4 – Solid Waste Projections

Section 5 – Southampton Specific Alternatives Analysis

Section 6 – Integrated System Selection

Section 7 – Implementation Schedule

Section 8 – Laws and Regulations

Section 9 – Conclusion

1.2 Planning Unit Description

1.2.1 Physical Size

Located on the south fork of the easternmost portion of Long Island in Suffolk County. The Town is comprised of a 295.6 square miles (mi²), of which 138.9 mi² is land, and 156.7 mi² is water.

1.2.2 Villages and Hamlets

The Town of Southampton includes the following villages and hamlets:

- Sag Harbor
- North Haven
- Quogue
- Westhampton Beach
- Westhampton Dunes
- Southampton
- Sagaponack
- Bridgehampton
- Eastport
- East Quogue
- Hampton Bays
- Flanders
- Northampton
- North Sea
- Noyack
- Quioque
- Remsenburg
- Riverside
- Speonk
- Shinnecock Hills
- Tuckahoe
- Water Mill

Figure 1.1 is a County map showing the Town’s bordering communities, villages, and water bodies.

Figure 1.2 shows the boundaries of census-designated places within the Town.

Figure 1-1. Suffolk County map of Southampton, NY and surrounding communities



Figure 1-2. Suffolk County map of Census-Designated Places in Southampton, NY



1.2.3 Impact To and From Neighboring Jurisdictions

The Town is bordered by Riverhead to the northwest, Southold to the northeast, East Hampton to the east, and Brookhaven to the west. The Atlantic Ocean forms the southern boundary.

The Town of Riverhead and the Town of Brookhaven border Southampton to the north and west; both have town sponsored curbside collection programs.

Any change to Southampton's SWMP will have little impact on the Town of Riverhead. The Town of Brookhaven had developed a Materials Recovery Facility that was operated by a subcontractor located on Town owned property. The Town of Southampton recycled comingled glass, plastic and metal containers by means of an Intermunicipal Agreement (IMA) through to 2016. In 2016, the Town of Brookhaven through a separate contractor upgraded the Materials Recovery Facility and converted it to a Single Stream Recycling Plant that recycled the components of the stream into different grades of plastics, glass, metal, paper, and cardboard. The Town of Brookhaven wished to negotiate with the Town of Southampton on conversion of Comingled Recycling to Single Stream Recycling which would be a profit to the Town however Southampton would have to forego the sale of fiber which generally yielded higher revenue. Following a budgetary analysis of the practices at the time, Southampton opted to maintain its practice of Comingled Recycling, and sought alternative prices to that of Brookhaven which had drastically increased the fee of recycling. In 2016, the Town of Southampton entered into an IMA with the Town of Islip to recycle comingled containers at a reasonable price. The Town of Southampton still considers Single Stream Recycling as a potential option in the future of the Town, this consideration does/will have an impact on the Town of Brookhaven.

The Towns of East Hampton and Southampton do not have curbside collection programs. Much of the illegal dumping in these two communities is typically attributed to the lack of curbside collection districts. If Southampton were to initiate garbage districts to procure curbside collection, it is thought that illegal dumping would decrease. East Hampton may want to collaborate with Southampton on the development of solid waste strategies to promote recycling, proper waste management and dissuade illegal dumping.

The Town of Southold, which borders Southampton to the north is separated by the Great Peconic Bay. It is unlikely that any changes to Southampton's SWMP will have any impact on Southold, or any town on the North Fork of Long Island.

1.2.4 Topography

Topography of Southampton is relatively flat island terrain with the highest ground elevations being inland. Elevation ranges from 0 feet above mean sea level (MSL) in coastal areas in the north and south, to 200 feet above MSL in the Town's central areas. **Figure 1.3** is a topographic representation of the Town.

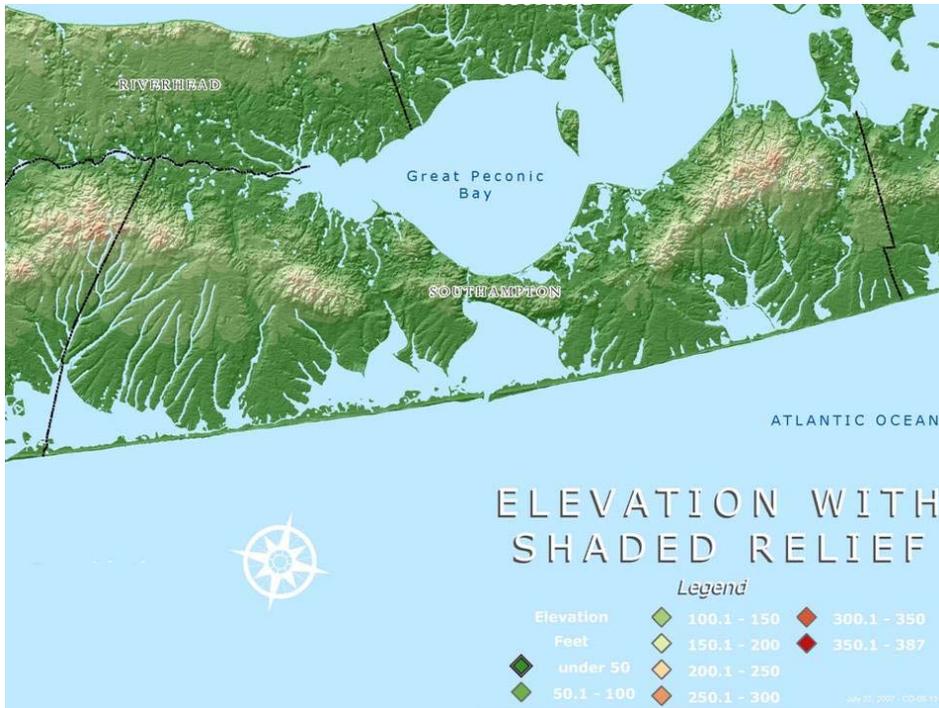


Figure 1-3 Topographical Map of Southampton

1.3 Population

According to the 2015 US Census Bureau data, the Town has an annual full-time population of 57,730. According to 2015 US Census Bureau data, Southampton is comprised of 41,668 housing units. Based on the 2010 Census data, there are 21,193 total households, of the total housing units, 50.8% are owner-occupied, 49.2% are Vacant housing units which include rentals, sales, seasonal rental units.

Because of its beaches and its proximity to New York City, Southampton experiences a large population influx during the summer months. It is estimated that the population increases to 180,000 residents in June, July and August. For estimating purposes, this SWMP uses the weighted average of the full-time population and summer populations which estimates a 2015 year-round population equivalent of 88,298 persons.

1.4 Municipal and Institutional Buildings

Below is a comprehensive list of municipal and institutional buildings in the Town of Southampton that includes:

School Districts

- Speonk Remesenburg School District
- Eastport School District
- Westhampton Beach School District
- Riverhead School District

140, 141 Phillips Avenue

- Quogue School District
- East Quogue School District
- Hampton Bays School District
- Southampton School District
- Bridgehampton School District
- Sag Harbor School District
- Sagaponack School District
- Wainscott School District

Colleges

- SUNY Stony Brook– 9 Tuckahoe Rd., Southampton
- SUNY Stony Brook – School of Marine & Atmospheric Sciences -16 Little Neck Road, Southampton
- Suffolk County Community College - 121 Speonk Riverhead Rd., Northampton

Hospitals

- Southampton Hospital- 240 Meeting House Lane, Southampton, 125 Beds,

Nursing Homes

- Independent Group Home Living – 230 Old Country Rd, Eastport – Day Facility
- Westhampton Care, Inc.,- 78 Old Country Road, Westhampton (180 Beds)
- Hudson River Healthcare – 330 Meeting House Lane, Southampton (62 Beds)

Adult Care and Rehabilitation Centers

- The Hamptons Center for Rehabilitation and Nursing - 64 County Road 39, Southampton (280 Beds)
- Long Island Center for Recovery, Inc. (Drug Abuse Inpatient Rehab) - 320 W. Montauk Hwy, Hampton Bays (40 Beds)
- Seafield Center Inc. (Alcohol & Substance Abuse Inpatient Rehab) - 7 Seafield Lane, Westhampton Beach (90 Beds)

Prisons

- Suffolk County Jail – 100 Center Drive, Southampton (769 Cells)

Municipal Buildings (Major Facilities Only, Not a Complete List)

- Southampton Town Hall, 116 Hampton Rd, Southampton
- Police Headquarters, 110 Old Riverhead Road, Hampton Bays
- Public Safety (Fire Marshal, Bay Constable, Animal Control), 18 Jackson Ave, Hampton Bays
- Parks and Recreation Department, 6 Newtown Road, Hampton Bays
- Southampton Highway Department, 20 Jackson Ave, Hampton Bays

- North Sea Closed Landfill, Highway Yard, Southampton Youth Services Facility, 1370 Majors Path, Southampton
- Southampton Town Justice Court 32 Jackson Ave, Hampton Bays
- Southampton Animal Shelter - Red Creek Park Road, Hampton Bays
- Hampton Bays Community Center - XX Montauk Highway, Hampton Bays
- Flanders Community Center - 655 Flanders Road, Flanders
- Bridgehampton Community Center - xx Sag Harbor Bridgehampton Turnpike, Sag Harbor

Volunteer Fire and EMS Services

- Bridgehampton Fire District, 64 School Street, Bridgehampton
- East Quogue Fire District, 465 Montauk Hwy, East Quogue
- Eastport Fire Department, 21 Union Ave, Eastport
- Hampton Bays Fire Department, 69 W Montauk Hwy, Hampton Bays
- Flanders Fire District, 19 Firehouse Lane, Flanders
- North Sea Fire Department, 149 Noyack Road, North Sea
- Southampton Fire Department, 33 Flying Point Road, Southampton
- Westhampton Beach Fire Department, 92 Sunset Avenue, Westhampton Beach

1.5 Top 20 Industrial and Commercial Entities

Southampton contains relatively little industrial property. The largest industrial properties are zoned “720, Mining and Quarrying” along with several “Storage, Warehouse & Distribution Facility”, 475 Junk Yards, 710 Manufacturing/Processing and one “694 Animal Welfare Shelter as shown in the list of top ten, by land area, listed below

- Sunrise Hwy , East Quogue, Quogue Hill LLC, 900-219-1-3.1, 145 Acre, 720, Mining and Quarrying – East Coast Mines
- 118 Old Country Road, Westhampton, Bide A Wee Home Assoc., 900-276-3-5.2, 146 Acre, 694, Animal Welfare Shelter
- 37 Lewis Road, East Quogue, 900-250-1-1.1, 63.8 Acre, 720, Mining and Quarrying – Sand Farm Corp
- 585 Middle Line Hwy, Noyac, 900-23-1-1, 49.16 Acre, 720, Mining and Quarrying – Sand Land Corp
- 1021 Flanders Road., Flanders, 900-145-4-6.3, 11.7 Acre, 720, Mining and Quarrying - Wainscott Properties Inc.

- 72 South Country Rd., Quogue, 900-359-3-30.1, 22.6 Acre, 720, Mining and Quarrying – GJC Realty, LLC
- 80 Sunrise Hwy, Remsenburg, 900-276-3-1, 92 Acre, 720, Mining and Quarrying – Westhampton Property Associates, Inc.
- 1205 Majors Path, North Sea, 900-78-1-20.1, 20.27 Acre, 449, Other Storage, Warehouse & Distribution Facility - Stachecki
- 51 Old Country Road, Westhampton, 900-332-3-28.1 / 900-334-1-1, 33.8 Acre, 720, Mining & Quarrying - Westhampton Mining Aggregates
- 128 Montauk Highway, Westhampton, 900-354-1-8.1, 710, Manufacturing & Processing, Tammy Kneski
- 1348 Speonk Riverhead Road, Remsenburg, 900-303-1-2.8, 9.9 Acre, 444, Building Supply, B B & S Treated Lumber Corp
- 60 Fifth Avenue, Remsenburg, 900-303-2-7.1, 9 Acre, 475, Junk Yard, East End Salvage & Recycling
- 1448 Speonk Riverhead Road, 900-327-1-1.3, 8.3 Acre, 710, Manufacturing & Processing, Speonk Property LLC
- 1660 Sag Harbor Turnpike, Sag Harbor, 900-26-1-95.1, 8.5 Acre, Manufacturing & Processing, Sag Harbor Industries
- 111 Clay Pit Road, 900-25-1-14, 7.9 Acre, 440, storage, warehouse, Mary Labrozzi.
- 315 County Road 39, North Sea, 900-131-1-7.1, 7.4 Acre, 449, Storage/Warehouse, Long Island Automobile Collectors, LLC
- 1110 Montauk Highway, Water Mill, 900-102-1-17.1, 5.8 Acre, 444, Building Supply, Water Mill Building Supply Realty, LLC
- 39 Water Mill Towd Road, 900-100-3-4.1, 6 Acre, 510, Entertainment Assembly, Byrd Hoffman Foundation Inc.
- 385 Majors Path, North Sea, 900-130-2-5, 5.7 Acre, 475, Junk Yard, John Saladino
- 300 Pleasure Drive, Flanders, 900-170-2-2, 5.7 Acre, 449, Storage/ Warehouse, Graphics of Peconic Inc.
- 125 Snake Hollow Road, Bridgehampton, 900-85-1-10.1, 5.4 Acre, 443, Grain & Feed, Sales Outlets, R K B Realty LLC
- 33 High Street, Eastport, 900-301-2-3, 5.1 Acre, 475, Junk Yard, Carmine Abbruzzese

The majority of large commercial property in Southampton are retail establishments as shown in the list below. Retail shopping and restaurants generally produce a large quantity of cardboard,

packaging, and food waste that are generally recycled by the owners in an effort to reduce disposal fees.

- 194 Old Country Road, Eastport, 900-326-1-3.1, 66 Acre, 470, Miscellaneous Services, International Duck Research Cooperative.
- 180 W. Montauk Hwy, Hampton Bays, 900-221-3-19, 8.29 Acre, 453, Large Retail Outlet – Kimco Development of Hampton Bays
- 2044 Montauk Hwy, Bridgehampton, 900-83-1-23.5, 16.4 Acre, 453 Large Retail Outlets – Permelynn of Bridgehampton 360 LLC
- 2102 Montauk Hwy, Bridgehampton, 900-083-1-14, 13.2 Acre, 453 Large Retail Outlets – Kimco Realty
- 555 First Neck Lane, Village of Southampton, 905-27-1-3.2, 18.3 Acre, 583, W Resort Complex – Meadow Club of Southampton
- 605 County Road 39, Tuckahoe, 900-158-1-12, 17.7 Acre, 534, Southampton Lodge 1574 BPOE
- 665 Majors Path, North Sea. 900-97-3-17.1, 16.8 Acre. 417W, Southampton Day Camp Realty, LLC
- 194 West Montauk Highway, Hampton Bays, 900-223-3-18.11, 11.7 Acre, 454, Large Retail Outlets, Hampton Bays Connections Inc.
- 50 East Montauk Highway, Hampton Bays 900-263-3-20.2, 8.5 Acre, 454, Large Retail Food Stores
- 919 Majors Path, 900-98-1-7.2, 8.4 Acre, 557, Outdoor Sports, Southampton Pistol & Rifle Club
- 70 Old Westhampton Road, Westhampton, 900-164-4-41, 7.5 Acre, 417W, Residential Community Cottages
- 252 West Montauk Highway, Hampton Bays, 900-255-1-7.1, 7 Acres, 454, Large Retail Outlets, Alrose Hampton Bays LLC
- 288 Bridgehampton Sag Harbor Turnpike, Bridgehampton Sag Harbor, 900-70-1-26.1, 6.7Acre, 484, Utility, Suffolk County Water Authority.
- 30 Lake Ave, Riverside, 900-138-2-29.1, 5.8 Acre, 415, Apartments/hotel, Pak Am Hotels, LTD.
- 239 E. Montauk Highway, Hampton Bays, 900-207-5-4.1, 5.6 Acre, 424, Night Club
- 7 Sebonac Road, Tuckahoe, 900-129-2-38.2, 4.8 Acre Camps, Cottages, Bungalows, Willow Square LLC
- 1655 County Road 39, Tuckahoe, 900-177-1-28, 4.6 Acre, 415 Motel

- 429 Riverleigh Ave, Riverside, 900-139-2-70.1, 4.5 Acre, Camps, Cottages Bungalows, 429 Riverleigh Ave.
- 56 Newtown Road, Hampton Bays, 900-188-2-7.1, 4.1 Acre, 570W, Marinas, Holzman Enterprises LLC
- 395 County Road 39A. North Sea. 900-132-2-33, 4.5 Acre, 480, multiple use

1.6 Anticipated Changes to the Local Planning Unit

Population is likely to have the most profound impact on future waste generation and management.

1.6.1 Population Projections

The United States Census Bureau conducts regular census surveys that document the population of Southampton. **Figure 1.4** shows population trends from the earliest available records (1790) to present and **Table 1-1** presents historical population data since 1900.

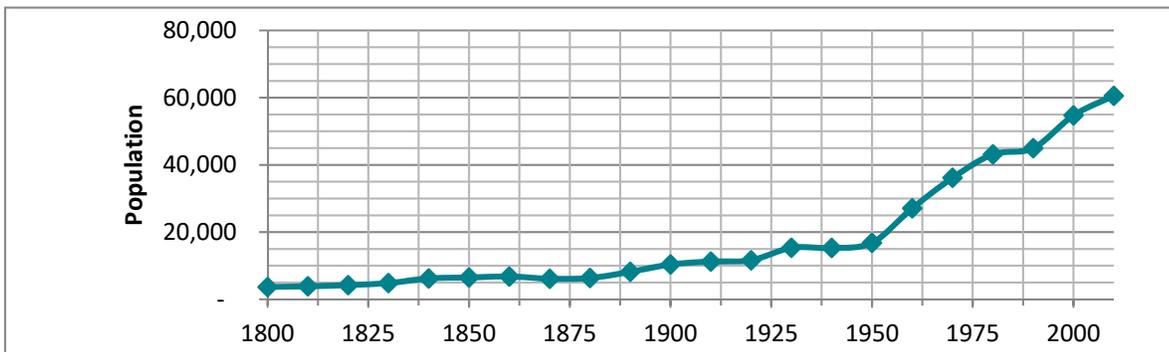


Figure 1.4. Town of Southampton Population Trend, 1800 – 2010

Table 1-1

Updated by the Town of Southampton 2018 to Reflect NYSDEC Comments

Southampton Historic Population Data
Town of

<i>Census Year</i>	<i>Population</i>	<i>% Change from Previous</i>
1900	10,371	12%
1910	11,240	4%
1920	11,614	2%
1930	15,341	14%
1940	15,295	0%
1950	16,830	5%
1960	27,095	23%
1970	36,154	14%
1980	43,146	9%
1990	44,976	2%
2000	54,712	10%
2010	56,790	4%

According to the Suffolk County *Comprehensive Plan 2035* (August 2011), population throughout the county is projected to continue slow growth over the course of the next 25 years, increasing approximately 16% between 2011 and 2035. From 1950 and 1970, a development boom across Long Island led the total county population to increase from 276,129 to 1,127,030, more than tripling the total population in less than two decades. Growth since that time has increased moderately as affluent communities in the region have maintained high property acreages and publicly owned land has been preserved from recent build-out booms in the early 2000's.

The Long Island Planning Authority (LIPA) estimates that the population in Southampton will increase by 21% between 2010 and 2025, followed by moderate growth from 2025 to 2035. The following **Table 1-2** summarizes the predicted population increases according to LIPA.

Table 1-2
Population Projections for Southampton, 2010 – 2035

<i>Year</i>	<i>Population Estimate*</i>	<i>% Increase from Previous</i>	<i>Estimated Full-Time Equivalents</i>
2010	56,790**	--	87,592
2015	63,500	11%	93,192
2020	67,000	6%	99,912
2025	69,600	4%	104,400
2030	71,300	2%	106,950
2035	72,700	2%	109,050

*Information provided by the Long Island Planning Authority (LIPA), 2011

** US Census Population 2010

This report incorporates the LIPA population estimates and assumes the population in Southampton will increase by 21% between 2010 and 2025. This growth will result in an estimated full-time population equivalent of 104,400 in the year 2025.

1.6.2 Population Density

The total land area of Southampton is 138.9 mi². In 2015 the population was 57,730 persons, resulting in a full-time population density of 415 persons per square mile. During summer months the population density swells to an estimated 1,295 persons per mi². Using the estimated 2015 full-time population equivalents of 88,298 persons, at the maturity of this SWMP in 2025, the population density is estimated to increase to approximately 635 persons per mi², indicating that throughout the duration of this SWMP the Town of Southampton is considered a Suburban Community. **Figure 1.5** graphically demonstrates population density since 1900 with projected values through 2030.

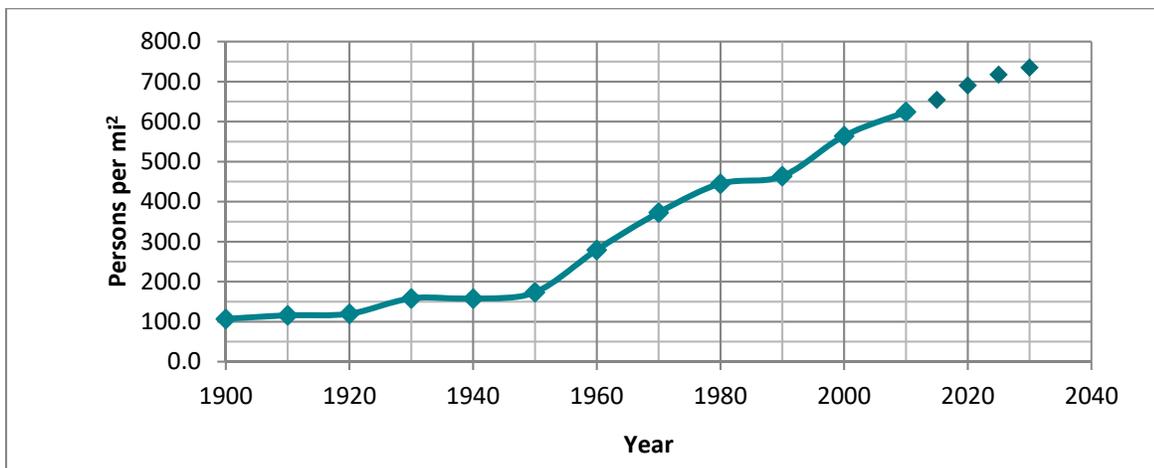


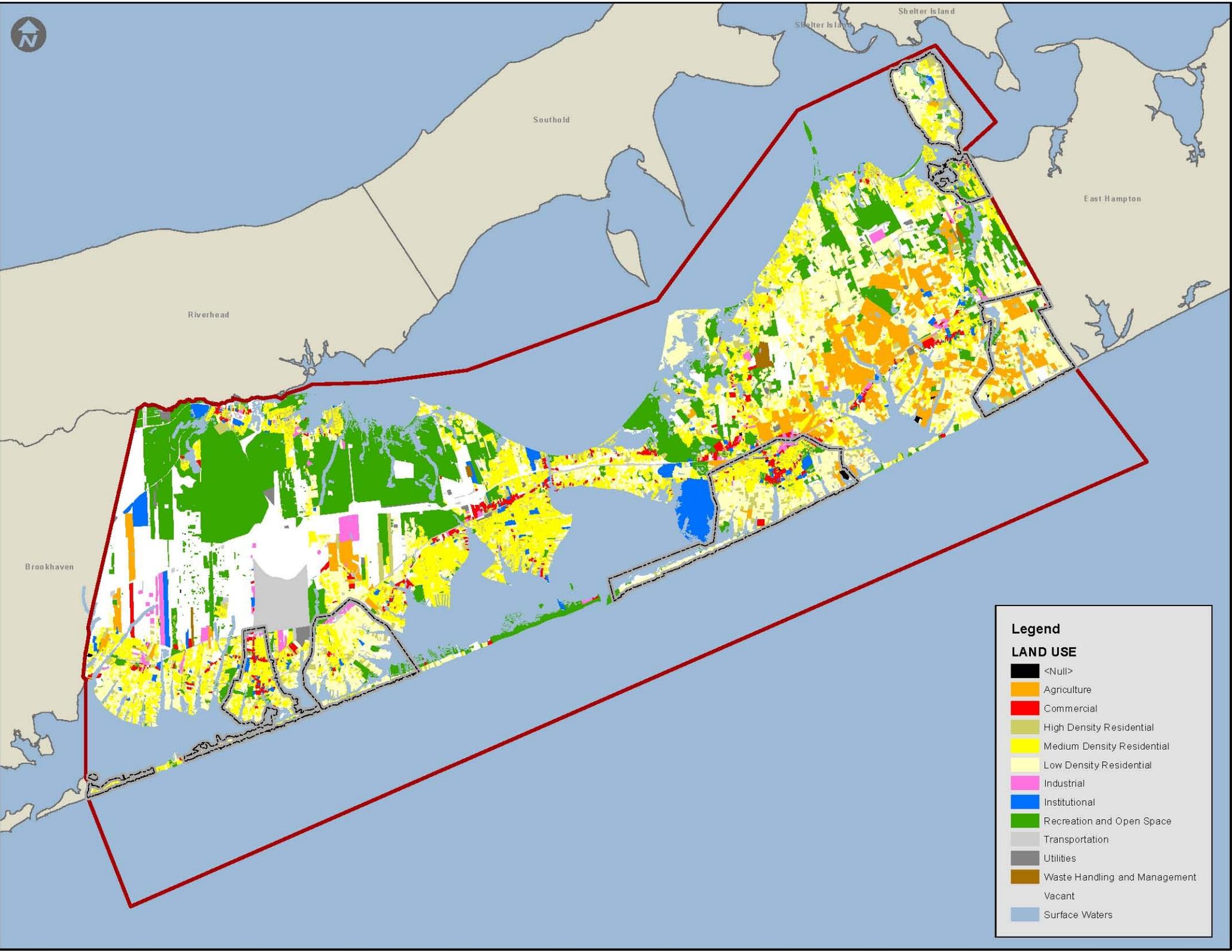
Figure 1.5. Population Density and Estimates 1900 – 2035

1.6.3 Development

As previously mentioned, shopping centers, museums, and other cultural resources affecting land use have continued to develop with the population.

Today, the two largest portions of land use in Southampton, are recreation and open space, and low-density residential. The majority of recreation and open space can be found in the western portion of the Town in the areas of Riverside, Flanders, Northampton, and Westhampton. Eastern and southern portions of Southampton are primarily low density to medium density residential space, with population centers in Hampton Bays, Southampton Village, and Shinnecock Hills, as well as the coastal portions of Sag Harbor, Noyack, and Quogue. Current land use is shown in **Figure 1.6**.

Commercial development is expected to increase proportionally with the residential population over the next 10-years. No new, large scale commercial or industrial development is expected.



Shelter Islands

Southold

East Hampton

Riverhead

Brookhaven

Legend

LAND USE

- <Null>
- Agriculture
- Commercial
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Industrial
- Institutional
- Recreation and Open Space
- Transportation
- Utilities
- Waste Handling and Management
- Vacant
- Surface Waters

1.7 Local Government Description

1.7.1 Town Supervisor

Pursuant to Section 23 and 63 of the Town Law, the Town Supervisor is the Chief Administrative and Fiscal Officer, and is a member of and presides at all meetings of the Town Board.

The Supervisor is elected for a two-year term and is responsible for administrative duties set by the Town Board.

1.7.2 Legislative

Pursuant to Town Law §60, four (4) elected Town Council members, together with the Town Supervisor, constitute the Town Board. The Town Board, pursuant to Town Law §64, among other things, exercises general management and control of Town finances, authorizes the acquisition and conveyance of any Town-owned property, manages Town property, fills vacancies in Town offices and awards Town contracts.

The Town Supervisor delegates legislative and special committee assignments among the four (4) other elected councilpersons. Each councilperson is responsible for overseeing the legislative, community outreach, constituent services, and departmental coordination that is associated with each assignment. Constituents regularly seek the assistance of the Town Council Office to act as advocates and to help resolve problems.

The Town Council establishes policy and determines appropriate actions in response to the needs of the Town of Southampton and its residents. These decisions are put into effect by resolution and cover the following: citizen advocacy work, legislation, general town affairs, public buildings and property, health and sanitation, business and building restrictions, protection of persons and property, traffic and highways, and numerous other duties/issues.

1.7.3 Administrative

The Town has several main Departments. Each Department has sub-divisions. The Department of Municipal Works includes the following Divisions:

- Engineering
- Intermodal Transportation
- Sustainability
- Facility Maintenance
- Waste Management (Transfer Stations and Post Closure)
- Central Garage and Fleet Management

1.7.4 Financial

Each Division has a cost center which provides for the annual financial structure of each cost center's annual operating budget. In addition, the Town adopts an annual capital budget which is based on criteria and voted on annually before adoption.

Section 2

Solid Waste Quantity and Types

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 final waste refuse which is disposed of at a landfill or mass burn facility. Expanding and improving access to recycling facilities and Town services while placing a greater emphasis of public education and outreach and capturing the information on remaining waste streams not currently recorded are a key feature of this SWMP. The Town goal of making the Transfer Stations more aesthetically pleasing, easier to use and advertising facilities more regularly is a large part of improving participation in the Town Transfer Station program.

2.1 Solid Waste Quantity

Municipal solid waste can typically be subdivided into three major categories; residential, commercial, and industrial. Residential property owners and renters in Southampton either use the Town Transfer Stations as residential self haulers for waste and recycling, and /or hire a private carter to collect, recycle and dispose of their wastes. Commercial entities in Southampton are primarily retail properties and restaurants and hire private carters to collect, recycle and dispose of their wastes. Institutional entities in Southampton include Schools, Hospitals, County Facilities, Jails, and Rehabilitation Centers, and generally hire private carters to collect, recycle and dispose of their wastes. The Town has a low percentage of Industrial Land uses, primarily associated with Sand Mines and light manufacturing. These generally hire private carters to collect, recycle and dispose of their wastes. There are a multitude of factors that affect solid waste generation. While assessing each factor individually is not necessary at the Town planning level, this section will highlight some of the major factors that affect solid waste generation in Southampton including:

Population: Size and density

Seasonality: Seasonal residents' considerations

Solid Waste Services: Accessibility of solid waste services and cost

Other secondary factors that affect solid waste production which will not be assessed in this section include: lifestyle, presence of infant children, pet ownership, and other lifestyle choices. In addition, macro-scale factors such as economic conditions and mean living standards are not addressed herein. As part of the Southampton Implementation Plan, the Town will be generating information pertaining to different land use and seeking voluntary information from those different classifications of land use and type of business to gather data regarding solid waste generation and reduction, reuse, recycling and disposal practices on a voluntary basis.

2.1.1 Population

At the Town planning level, one of the most significant factors affecting solid waste management planning is population, in terms of both size and density.

Because of the large seasonal fluctuation in population, Southampton requires a unique and flexible Solid Waste Management Program.

Current solid waste practices limit the availability of specific data on waste generation and collection in Southampton, to the estimated 15% of residents who utilize the Town's four (4) transfer stations. The majority of the Town's residential population (an estimated 85%) contracts waste removal with private carters. All commercial, industrial and institutional entities contract with private carters for their solid waste needs. Because private carters are currently untracked, this report's recycling rates and total tonnage are based on the Town's transfer station reports and national averages.

In 2014, the USEPA estimated that Americans produce approximately 4.44 pounds (lbs) of municipal solid waste (MSW) per person, per day. In Southampton, this equates to approximately 128 tons per day of MSW off-season (September through May), and 400 tons per day of MSW during the summer months (June, July, and August). Using the 2015 population levels, and using an estimated 88,298 full-time population equivalents, Southampton generates an average of approximately 196 tons/day of MSW; or 71,548 tons/year.

2.1.2 Seasonality

The population of Southampton triples from June through August, increasing to approximately 180,000. As a result, the total volume of MSW collected at Town transfer stations increases and total MSW collected curbside also increases.

2.2 Solid Waste Collection Services

Town solid waste collection services are managed through two methods:

- 1) Town-operated transfer stations, and
- 2) Private carter curbside collection

2.3 Waste Collected at Transfer Stations

The table below summarizes the total tonnage of material, per waste stream, collected in 2010 through 2016 at the Town operated transfer stations.

Table 2-1
Total Tonnage of Material Collected by Transfer Stations in 2010-2016

Waste Stream	Units	2011	2012	2013	2014	2015	2016
MSW		5,902	5,675	5,890	5,742	5,873	5,720
Cardboard	Tons	882	802	850	845	871	932
Comingled Recyclables	Tons	1,404	1,387	1,327	1,319	1,298	1,298
E-Waste	Tons	94	127	127	113	73	55
Metal	Tons	310	293	308	338	377	481
Mixed Paper	Tons	1,614	1,478	1,362	1,388	1,046	1,215
Tires	Tons	18	12	16	28	14	27
MSW & RECYCLABLES TOTAL	Tons	10,225	9,774	9,880	9,772	9,552	9,728
C & D Debris	Tons	866	1,811	889	1,212	1,291	1,925
TOTAL Including C&D	Tons	11,091	11,585	10,769	10,984	10,844	11,653

In 2016, the total tonnage of MSW and recyclables collected at the transfer stations was 9,728 tons. Of that tonnage, 59% was MSW; 35% was commingled containers, mixed paper, and cardboard; and 18% included other recyclables such as oil, metal, electronics waste, and tires. Construction and demolition debris (C&D) is not included in the total MSW tonnage but made up approximately 12% of the combined waste stream.

2.4 Total Estimated Waste Generated

The Town utilized the current NYSDEC Population and Municipal Solid Waste Composition Calculator. It should be noted that the spreadsheet is integrated with preloaded with data regarding planning unit. In the Town's instance, it noted the 2016 population as 58,318 for 2016. The spreadsheet does not appear to be manipulated to change the population project to account for seasonality. The Calculator also does not let you run different scenarios based on partial tracking data the Town currently has through its Transfer Stations. Data from the NYSDEC spreadsheet as compared to the Towns transfer station and assumed percentage of remaining wastes is compared below.

Table 2-2

Actual 2016 Tonnage Collected by Transfer Stations compared to NYSDEC 2016 Estimates

<i>Waste Stream</i>	<i>Units</i>	<i>Actual 2016 Southampton Transfer Station Tonnages*</i>	<i>2016 NYSDEC Estimate 100% Total Rural & Suburban</i>	<i>2016 NYSDEC Estimate 15% - Total</i>
MSW	Tons	5,720		
Commingled Recyclables⁽¹⁾	Tons	1,298	2,251	112.55
Mixed Paper⁽²⁾	Tons	1,215	4,600	690
Cardboard	Tons	932	2,500	375
Metal⁽³⁾	Tons	481	3300	495
E-Waste	Tons	55	170	25.5
Tires	Tons	27	170	25.5
MSW & RECYCLABLES TOTAL	Tons	9,728	54,604	8,191

- (1) Commingled Recyclables includes Total Plastics plus Ferrous/Aluminum Containers
(2) Mixed Paper includes Total Paper minus Corrugated Cardboard
(3) Metal included Total Metals minus Ferrous/Aluminum Containers

The Table compares the Town's waste collection practices in the column named Actual 2016, it has been empirically derived, that the Town believes that approximately 15% of the full time population equivalent based on seasonality uses the Transfer Stations based on the bell curve type fashion that the stations receive waste throughout the year. The second column in Table 2-2 represents the State Population and Municipal Solid Waste Composition Calculator (MSWCC) for 100% of full time population (does not account for seasonality). The third column in Table 2-2 represents 15% of the 2016 MSWCC Value for comparison purposes. From the table it is noted that although the total MSW and Recyclables collected appears to match closely between the Town and State estimates, it would appear that with the exception of recycled Metal, the Town Transfer Stations experience a higher degree of recycling and separation than the State model predicts. This, would need to be corrected to population equivalents based on seasonality, commercial, industrial, and institutional waste quantities, but the Town will continue to gather data on waste trends from the land managers, collect information from private carters and work to improve transfer station operations to improve waste management and recycling.

The full NYSDEC Municipal Solid Waste (MSW) Combined Composition Analysis and Projection (CCAP) is presented in Appendix A.

2.5 Waste Trends

In 2006, transfer stations in the Town, collected 6,630 tons of MSW and 5,433 tons of recyclables. Since 2006, the volume of MSW and recyclables has decreased. In 2010, MSW collection at the transfer station hit a low of 5,348 of MSW and 4,198 tons of recyclables. MSW and recyclables tonnage have mildly fluctuated from 2010 through 2016.

Figure 2.1 details the trend in tonnages collected at the transfer stations per individual waste stream, from 2006-2014. According to the 2009 American Community Survey, the Town saw a population increase of 10.7% from 2000 through 2009, signifying an increase in permanent residents in that time period. However, while population was increasing, total solid waste collected by transfer stations continued to decrease over time, with the most substantial drop between 2009 and 2010. It should be noted that during this period the US economy was experiencing a recession. During economic downturn periods, waste volumes tend to decrease.

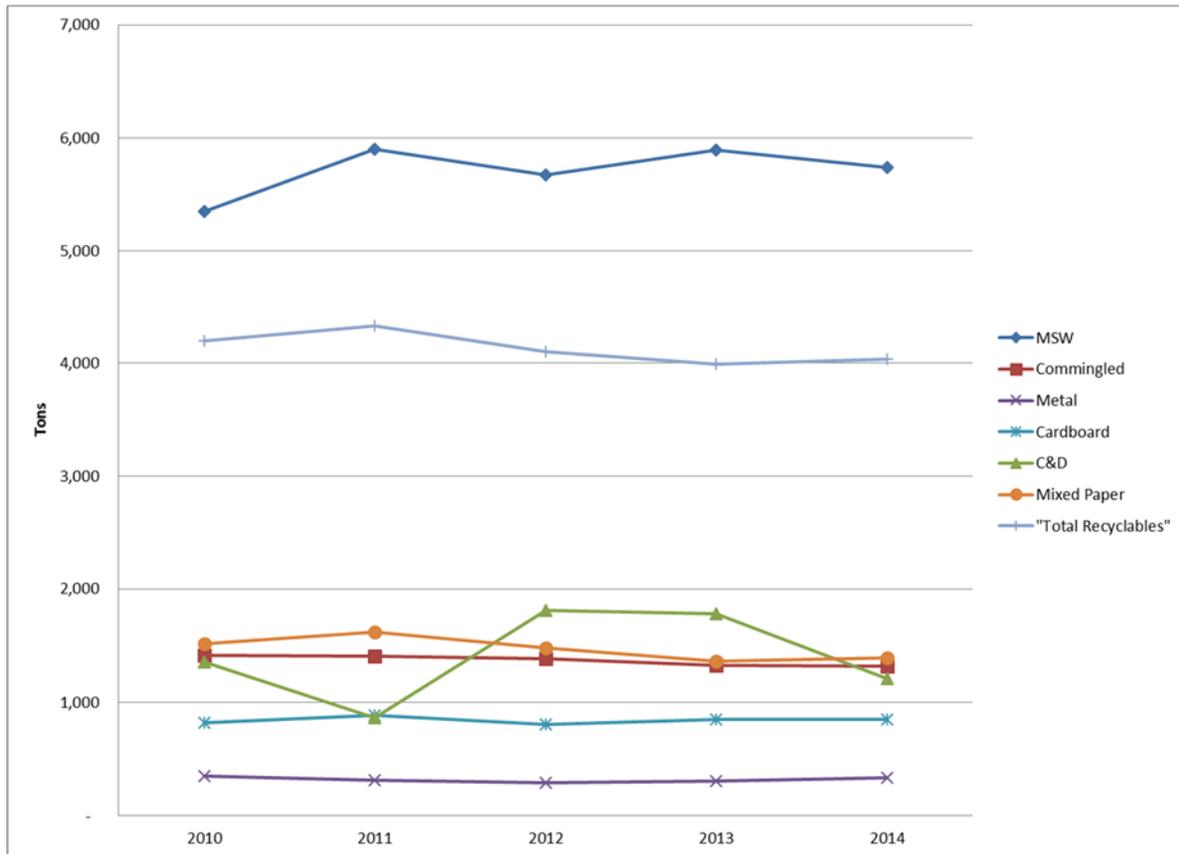


Figure 2.1. Southhampton Transfer Station Tonnage per Waste Stream, 2010-2014

As shown in Figure 2.1, the volume of recycling in comparison to MSW collected has remained stable, averaging approximately 40 - 45% from 2010 through 2014. MSW total tonnage hit a low in 2010, likely because of the recession; the percentage of recycling to MSW have remained proportionate at transfer stations. However, collection of C&D spiked to the pre-recession levels in 2012 and 2013 which may be due to debris generated by Hurricane Irene in 2011 and Superstorm Sandy in 2012.

It should be noted that the Town's 2014 transfer station recycling rate (41%) is approximately double the New York State average of 20% and higher than the national average of 33% (source: 2010 NYSDEC Beyond Waste Report).

This trend of high recycling rates at transfer stations is likely attributed to the financial incentive created through the PAYT program.

Section 3

Current Solid Waste Management Program

The intent of a solid waste management program is to maximize waste reduction and recovery/reuse for all components of the waste stream to the extent economically and technically feasible. The following is a summary and analysis of current solid waste practices within the Town of Southampton.

3.1 Solid Waste Management Practices

At the time of the original SWMP in 1990, the North Sea Landfill (NSL) was the principal method of solid waste disposal. The NSL received waste collected at three (3) Town transfer stations, from commercial vehicles, and from self-haul vehicles. Commercial vehicles and transfer trailers were weighed at the scale house prior to entering the NSL. Fees were assessed for vehicle access (one permit per vehicle and a lesser charge for each additional commercial vehicle), volume, and waste tonnage. Self-haulers were assessed a minimum charge per visit for up to 20 visits, and the remainder of trips were free.

In 1990, waste collection was managed through three (3) transfer stations located in Westhampton, Hampton Bays, and at the North Sea Landfill. By 1992, construction was underway to complete a new Sag Harbor Transfer station. The Sag Harbor Transfer Station opened in 1995. Since 1995, the four (4) transfer stations are used for residential drop off.

Today, MSW is managed by two methods: self-hauling and private carting. Residents can self-haul MSW to one of the four (4) transfer stations and participate in the Town's self-sorted waste and recyclables PAYT program. If a resident prefers curbside or backyard collection service, they may choose to contract waste removal with a private carter, negotiating their details including frequency of pick-up. The Town believes there are approximately 50 private firms that perform curbside collection and/or rolloff service for both MSW, Recyclables, and Construction and Demolition Debris. It is estimated that 15% of residents participate in the self-haul PAYT program and 85% of residents' contract for curbside collection. Both methods are outlined below.

In addition to the Town operated transfer stations, residential, commercial & institutional waste is accepted, for a fee, at the following local private facilities:

- Suburban Sanitation Inc. (Fiber, Glass, Metal, and Plastic);Sag Harbor
- S&P Sanitation (C&D and Fiber Processor);Water Mill
- Emil Norsic & Son, Inc. (C&D) North Sea

3.1.1 PAYT Program

To dispose of MSW at a transfer station, waste must be contained within "Green Bags" purchased from the Town, which are available at various retailers throughout Southampton. Green Bags come

in two sizes: large (33 gallon) bags and small (13 gallon) bags. In 2017, large bags cost \$15.50 for 5 bags, averaging \$3.10 each, and small bags cost \$8.50 for 5, or \$1.70 each.

When residents arrive at the transfer station, they are instructed to dispose of each waste stream (green bags, commingled containers, paper, and specialty items) separately in specific containers.

Because recycling is free and does not need to be placed in the purchased green bags, residents have financial incentive to recycle. As a result, the Town's overall transfer station recycling rate is approximately 42 percent.

While there is a difference in the unit price per gallon for the large and small bags (\$0.09/gallon vs \$0.13/gallon, respectively), the majority of the incentive is based on the Town providing free recycling, not the cost of the bag. The Town sells bags in two sizes (large and small) to help households with fewer people, purchase an appropriate sized bag. The difference in the price per gallon (\$0.03/gallon) is immaterial to the incentive.

3.1.2 Private Carters

The Town does not currently provide curbside collection service; therefore residents may privately contract with carters who provide this service for a fee. It is estimated that 85 percent of residents contract with private carters for curbside collection service. Current or historic MSW and recycling data from private haulers is not available, which makes estimates regarding Town-wide recycling efforts unreliable. In 2015, the Town updated Code Chapter 205 to articulate that residential waste should be source separated.

Residents are free to contract with any of the numerous carters that operate in Southampton. Carters offer a multitude of collection services, frequency, and container options. The Town believes there are approximately 50 firms offering waste pick up services, bulk and construction and demolition debris services. Some of the private curbside collection carters include:

- Go Green Sanitation, 1691 County Road 39, Southampton, NY 11968
- Pick It Up Sanitation, 35 Argonne Road, Hampton Bays NY 11946
- Emil Norsic & Son Inc., 1625 County Road 39, Southampton NY 11986
- Mickey's Carting, 34 South Erie Avenue, Montauk NY 11954
- Armar Carting Corp., 12 Peconic Avenue, Medford NY 11763
- AW Waste, (888)223-8095
- 123 Disposal (888)489-0482

A 2015 phone survey of carters operating in Southampton found that MSW and recyclables are collected together from individual homes in hauler-provided containers, and pick up can be scheduled for as little as once every two weeks to as much as three times per week. Each private carter manages collected waste differently. In some instances, two vendors may work together to

pick up specific recyclables, whereas Carter A may pick up the paper/cardboard, and Carter B may pick up the commingled containers for the same client. According to a limited phone interview with the above mentioned carters, most haul their commingled recyclables and MSW to Paumanok Environmental in Yaphank, NY where recyclables are separated from waste materials.

3.1.3 Curbside Program Private Carters

In 2014 a discrete area of the Town known as the Flanders Riverside Northampton Community Association, some residents requested that the Town explore the possibility of forming a garbage district. The Town investigated the potential to have this area of Town adopted into the Town of Riverhead Garbage District which was not legally possible. The community requested that the Town investigate the possibility, as they felt it would result in a reduction of illegal dumping and save taxpayers money, and increase recycling. The Town did go through the process of the bid, and due to outcry from opponents to the district, chose not to pursue it.

3.2 Current Town Transfer Station Descriptions

Each of the four (4) transfer stations are currently operated by the Southampton Municipal Works Department's Waste Management Division. In general, the facilities have similar services, are open on the weekends, and operate under the PAYT program.

3.2.1 Transfer Station Locations

The transfer stations are distributed throughout the Town, as shown on **Figure 3.1**.

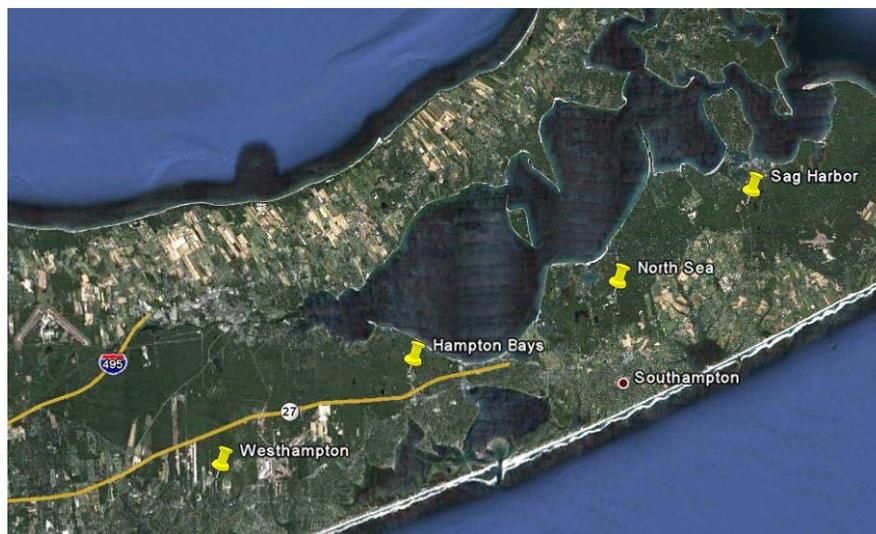


Figure 3.1. Transfer Station Locations

3.2.2 Transfer Station Services

Table 3-1 summarizes services, operating hours, and staffing summary for all four transfer stations. Residents self-haul MSW, including recycling and other specialty items, to these stations under the PAYT program. Additional waste materials and recyclables are accepted from intra-town departments and programs. Residential wastes collected by private carters are not accepted at any Southampton transfer station.

Table 3-1
List of Services by Transfer Station

<i>List of Services</i>	<i>Hampton Bays</i>	<i>North Sea</i>	<i>Sag Harbor</i>	<i>Westhampton</i>
<i>Hours of Operation</i>	<i>8am-4pm, 7 days</i>	<i>8am-4pm, 7 days</i>	<i>8am-4pm, Th-Tu</i>	<i>8am-4pm, Th-Tu</i>
<i>On-site Staff</i>	<i>2-3</i>	<i>3-4</i>	<i>1-2</i>	<i>1-2</i>
MSW (green bags)				
Recycling (paper, cardboard, commingled containers)				
Yard Waste				
Waste Oil				
Bulk Items				
Electronics (e-waste)				
Household Hazardous Waste				
Metal				
Tires				
Construction & Demolition Debris				
Thin Film Plastic				

With the exception of compost, each transfer station acts as a point of collection for MSW generated by residents. Materials are source separated for transport to a final disposal or recycling facility. Compost is managed, processed, and sold (or provided at no cost) on-site at three transfer stations.

3.2.3 Description of Individual Facilities

3.2.3.1 Hampton Bays (HB)

The Hampton Bays Transfer Station is located at 30 Jackson Avenue. Drop off of residential waste and recycling collection is available 7 days a week, from 8am-4pm. On-site staff includes an attendant, scale operator, and at peak operating times, one sanitation helper. In 2016, 2,037 tons of materials were processed, of which 1,049 tons were non-recyclable MSW; and 989 tons were recyclables, representing about 49% recycling rate. The Hampton Bays Transfer Station also recycled 4,045 gallons of waste oil in 2016.

Accepted Materials

Hampton Bays accepts residential MSW in PAYT Green Bags, bulk items, scrap metal, E-Waste, appliances, and waste oil. The Hampton Bays facility also recycles paper, cardboard, and commingled containers. Recyclable materials are unloaded into individual 40-foot top-load compaction trailers. The following are collected at Hampton Bays; residential MSW, paper, cardboard, and commingled (glass, plastic, aluminum, metal) containers. Bulky items and propane tanks are managed separately and waste oil is contained in a 250-gallon receptacle. Bulky items include refrigerators, appliances, furniture, etc. The Town sells the scrap metal from bulky items to a private recycling operation. Residential yard waste is accepted throughout the year. In compliance with Suffolk County regulations, household hazardous wastes are accepted only on Stop Throwing Out Pollutant (STOP) days.

Mechanics

A top-load compacting trailer is maintained for non-recyclable MSW, along with individual trailers for each recyclable material collected. Bulk items and intra-department wastes are collected in open top containers. Filled trailers are hauled to receiving facilities by Town drivers.

Fee Schedule

The staff at Hampton Bays includes a cashier that manages computerized fee collection through material codes; credit cards are also accepted. Fees are accepted for brush, metal, white goods including appliances without refrigerants, and bulk items in accordance with the assigned fee schedule for that calendar year.

3.2.3.2 North Sea (NS)

The North Sea Transfer Station is located at 1370 Major's Path and out of four transfer stations, accepts the largest quantity of waste and recyclables. North Sea is open 7 days a week from 8am-4pm. As the main office of solid waste operations in Southampton, on-site staff includes office and administrative support, a facility attendant, scale operator, sanitation crew, and laborers. In addition to facility staff, there are two Town mechanics who maintain equipment and four Town owned trucks. In 2016, the North Sea facility processed approximately 4,711 tons of materials (excluding C&D materials), of which 1,459 tons were recyclables, representing a 31% total recycling rate. The facility accepted 1,925 tons of construction and demolition (C&D) materials; these materials are not included in the recycling tonnages. The North Sea Transfer Station recycled 3,745 gallons of waste oil in 2016.

Accepted Materials

North Sea accepts residential non-recyclable MSW in PAYT Green Bags, bulky items, scrap metal, residential hazardous materials (on STOP days only), appliances, E-Waste, yard waste including brush and leaves, recycled paper, cardboard, e-waste, and commingled containers. In addition to these materials, North Sea accepts C&D, which accounts for a large percentage of the overall tonnage received.

MSW in Green Bags is collected in a separate top-load compacting trailer. Recyclable materials are deposited into individual top-load trailers for paper, cardboard, and commingled containers. Bulky items and household hazardous waste are recycled separately and waste oil is contained in a 250-

gallon receptacle. Bulky items accepted include refrigerators, appliances, furniture, and other large refuse. Scrap metal is collected separately and sold by the Town to a private recycling operation.

Mechanics

One top-load compacting trailer (and one spare) is maintained for non-recyclable MSW. Recyclables are collected in a separate top-loading compacting trailers. Construction and demolition debris, and bulky items are disposed of in our Recycling Building and transported in open-top trailers. A closable container is used for stacked E-waste. As the open-top trailers filled, a front-end loader is used to compact materials and maximize capacity. During weekends in lower volume months, North Sea will accept partially filled containers from other transfer stations to consolidate container contents and save capacity.

Acceptance of C&D debris requires use of a truck scale. The scale located at the North Sea Transfer Station is the only scale owned and operated by the Town. Once containers are filled, hauling is managed by Town drivers or contractors (Tires/E-Waste).

Fee Schedule

North Sea staff includes a cashier to accept fees for bulk item, off-season brush drop off, and C&D debris. Fee collection is computerized and managed through material codes and scaled weight.

3.3.3.3 Sag Harbor (SH)

The Sag Harbor Transfer Station is located at 1404 Sag-Bridgehampton Turnpike. The station is open Thursday through Tuesday, from 8am-4pm. On-site staff includes an attendant and, at peak operating times, a laborer. In 2016, Sag Harbor processed 1,747 tons of materials of which 931 tons were recyclable, representing a 53% recycling rate. The Sag Harbor Transfer Station also recycled 1,880 gallons of waste oil in 2016.

Accepted Materials

Sag Harbor accepts residential non-recyclable MSW in PAYT Green Bags, waste oil, paper, cardboard, and commingled containers. Materials separated at drop-off and loaded into closed-top trailers. Waste oil is contained in a 250-gallon receptacle.

Residential yard waste, bulk items, and other specialty items are not accepted at this facility.

Mechanics

A top-load compacting trailer is maintained for non-recyclable MSW, along with one trailer as a spare.

Recyclables are collected in separate open-topped trailers. In total, a minimum of four trailers are used to collect various waste streams at this facility. Once filled, containers are hauled to a disposal or end-use facility by Town drivers.

Fee Schedule

Waste streams requiring payment are not accepted at Sag Harbor and are directed to the North Sea or Hampton Bays facilities.

3.3.3.4 Westhampton (WH)

The Westhampton Transfer Station is located at 66 Old Country Road. Residential drop off of MSW and recycling is available Thursday through Tuesday, 8am-4pm. On-site staff includes an attendant and, at peak operating times, a sanitation laborer. In 2016, Westhampton processed 2,315 tons of materials of which 599 tons were recyclables, representing a 52% recycling rate. The Westhampton Transfer Station also recycled 2,315 gallons of waste oil in 2016.

Accepted Materials

Westhampton accepts residential non-recyclable MSW in PAYT Green Bags, residential waste oil, and recycled paper, cardboard, and commingled containers. Residents separate and load materials into top-load trailers. Waste oil is contained in a 250-gallon receptacle.

Residential leaf and yard waste is accepted throughout the year. Residents may discard brush at Westhampton for free from April 15th through May 30th, and November 15th through December 31st. Brush is not accepted outside the amnesty period at this location. The Town Highway Department, as well as other Town departments, may deliver yard waste to Westhampton at any time of year.

Bulk items and other specialty items are not accepted at this facility.

Mechanics

A top-load compacting trailer is maintained for non-recyclable MSW, along with one trailer as a spare, and one (1) non-compacting trailer for each recyclable material collected. Once containers are filled, they are hauled by Town drivers to various receiving facilities.

Fee Schedule

Waste streams requiring payment are not accepted and are directed to the North Sea or Hampton Bays facilities.

3.4 Recovered Materials

Southampton transfer stations collect three major waste streams: general MSW, recyclable materials, and leaf and yard wastes. Leaf and yard waste is collected at three (3) transfer stations (all except Sag Harbor) where it is then processed into compost and available for free to residents and for a small fee to commercial buyers. C&D materials are only accepted at the North Sea Transfer Station.

3.4.1 Municipal Solid Waste - Residential Self Hauler

For the purposes of this report, MSW is defined as the non-recyclable waste which is collected by transfer stations in PAYT Green Bags. Final disposal of the waste is handled by an out-of-town receiving landfill or waste-to-energy facility.

MSW is collected directly into a designated compactor trailers for carting to a final receiving facility. During slow collection times, particularly during off-season, trailers from the eastern transfer stations may be brought to North Sea to consolidate material into one trailer to reduce shipping costs.

MSW collected in 2014 totaled approximately 5,740 tons. Monthly quantities are dependent on the seasonal population, which peak between May and September, as shown in **Figure 3.2**. Conversely, the lowest tonnage months are typically the winter months of January through March.

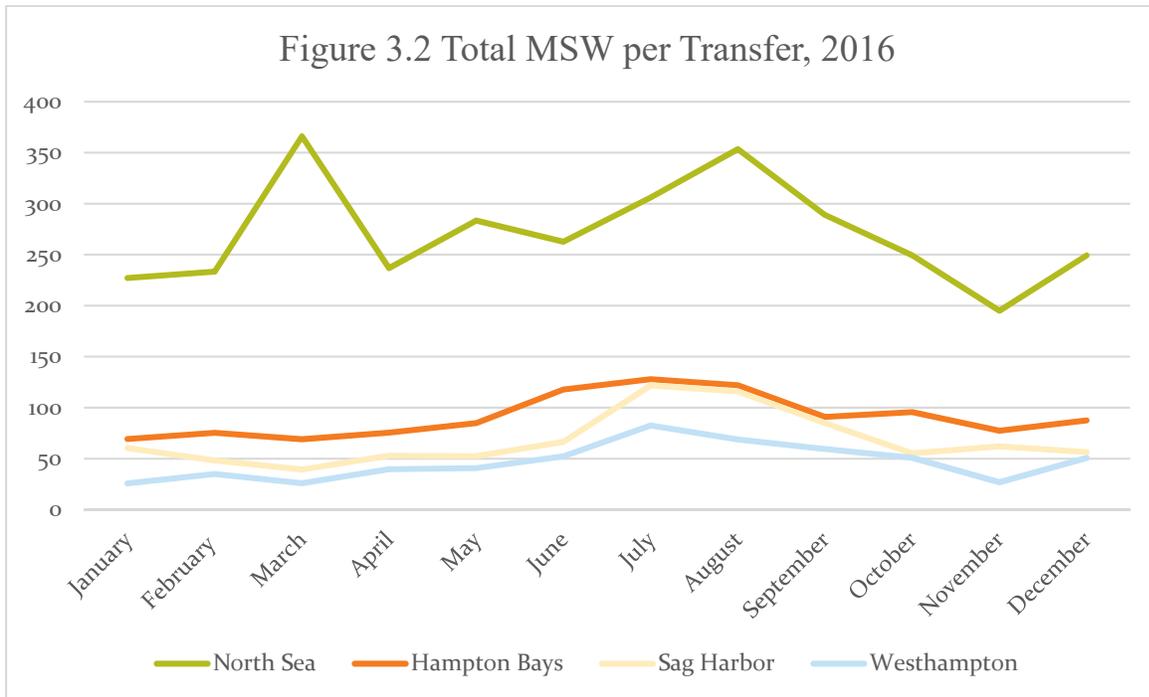


Figure 3.2. Total MSW per Transfer Station, 2016

3.4.2 Recyclables - Residential Self Hauler

Major recyclable materials outlined in this section includes mixed paper, cardboard, and commingled containers which are source separated and collected in individual open-topped trailers at each of the transfer stations. Once a trailer is full, materials are hauled direct to secondary source buyers. Other specialty materials, most of which are also recyclable, are collected at the North Sea transfer station and outlined in following sections. **Figure 3.3** shows the recycling trends in 2016 in tons of material per waste stream versus MSW. As with MSW, the high quantity months are in summer and the low quantity months are in winter. This comparable trend demonstrates the consistent recycling rates and behaviors within Southampton.

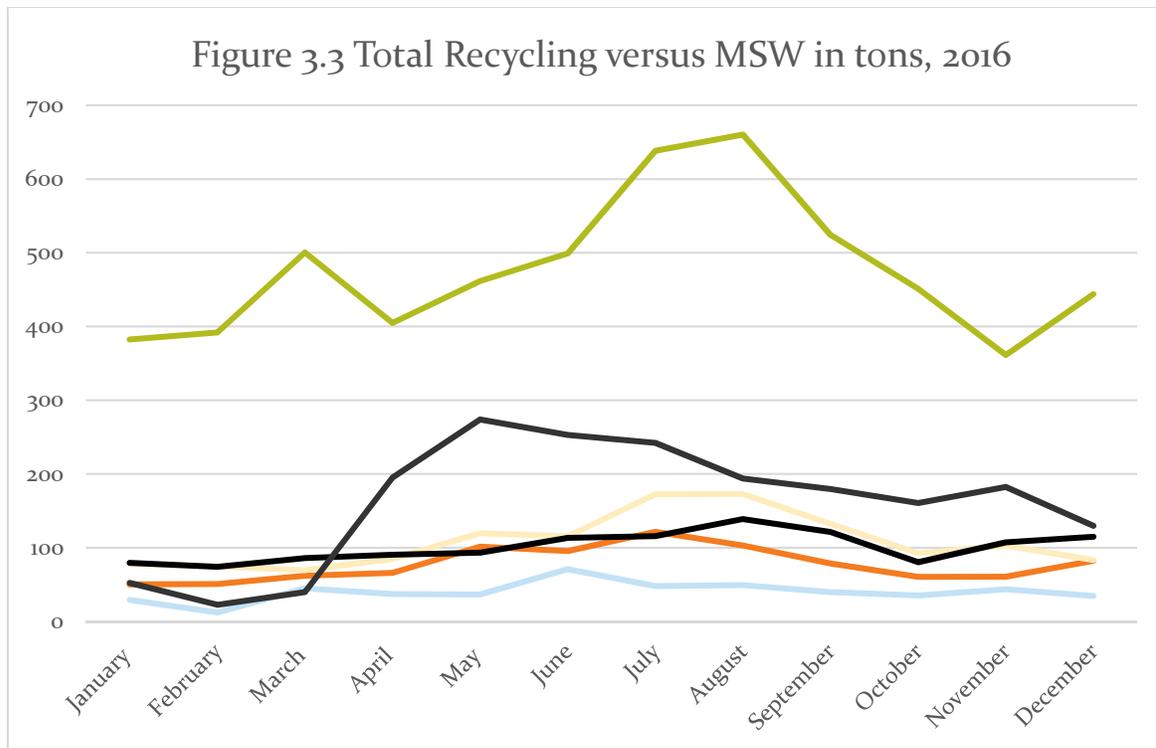


Figure 3.3. Total Recycling versus MSW in tons, 2016

3.4.2.1 Mixed Paper

Mixed paper includes magazines, newspapers, flat board, office paper, junk mail, and other common forms of office and home use standard paper. High prices for virgin paper in recent years have prompted the development of post-consumer paper recycling. As a result, recycled paper in various grades, is found on the market today. These products are often marked with a percent of recycled or post-consumer paper.

White office paper is a higher-grade paper with longer fibers than other standard grade papers. Some colored paper may be acceptable depending on the accepting recycling plant.

Similarly, envelopes with clear film windows or paper with staples requires a special process in order to remove that material from the recycling stream. It is more commonly accepted today than in years past.

Flatboard is a single-layered material often used in product packaging. The most common example of flatboard container is a cereal box. The material is generally printed and coated on one side which a variety of colors and the underside is generally left in a natural brown-grey.

Figure 3.4 shows accepted mixed paper quantities per facility for 2016. In this case, unlike other materials, mixed paper volumes are not as dependent on seasonal population.

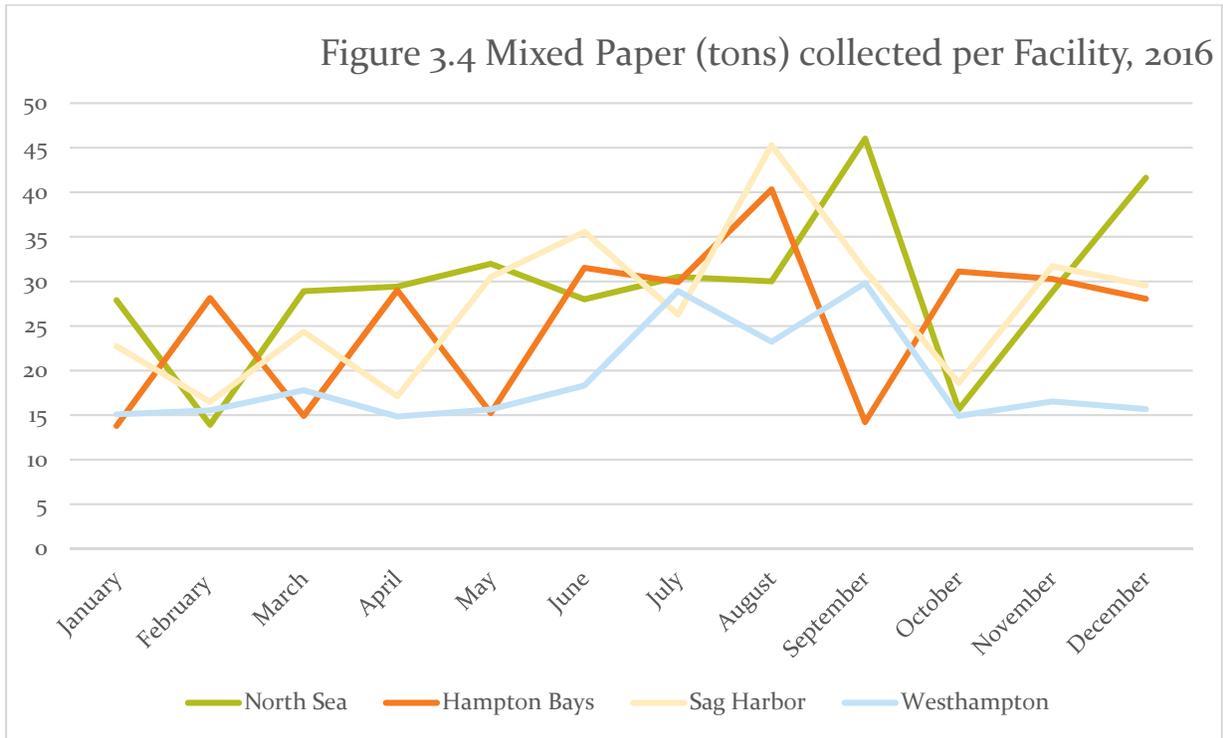


Figure 3.4. Mixed Paper Collected per Facility, 2016

3.4.2.2 Corrugated Cardboard

Corrugated cardboard is a thick material which contains one corrugated layer surrounded by two flat layers of brown paper. The combination is substantial enough to hold its shape through rough transport despite the relative weight and density of the contained material. It is most commonly identified as the material used for shipping boxes.

Figure 3.5 below shows cardboard quantities per facility in 2016. Corrugated cardboard seems to correlate more than mixed paper with the seasonal population. As one can see from Figure 3.5, there is a higher trend during the summer months and the bump in December and January is typically associated with the holiday gift giving season.

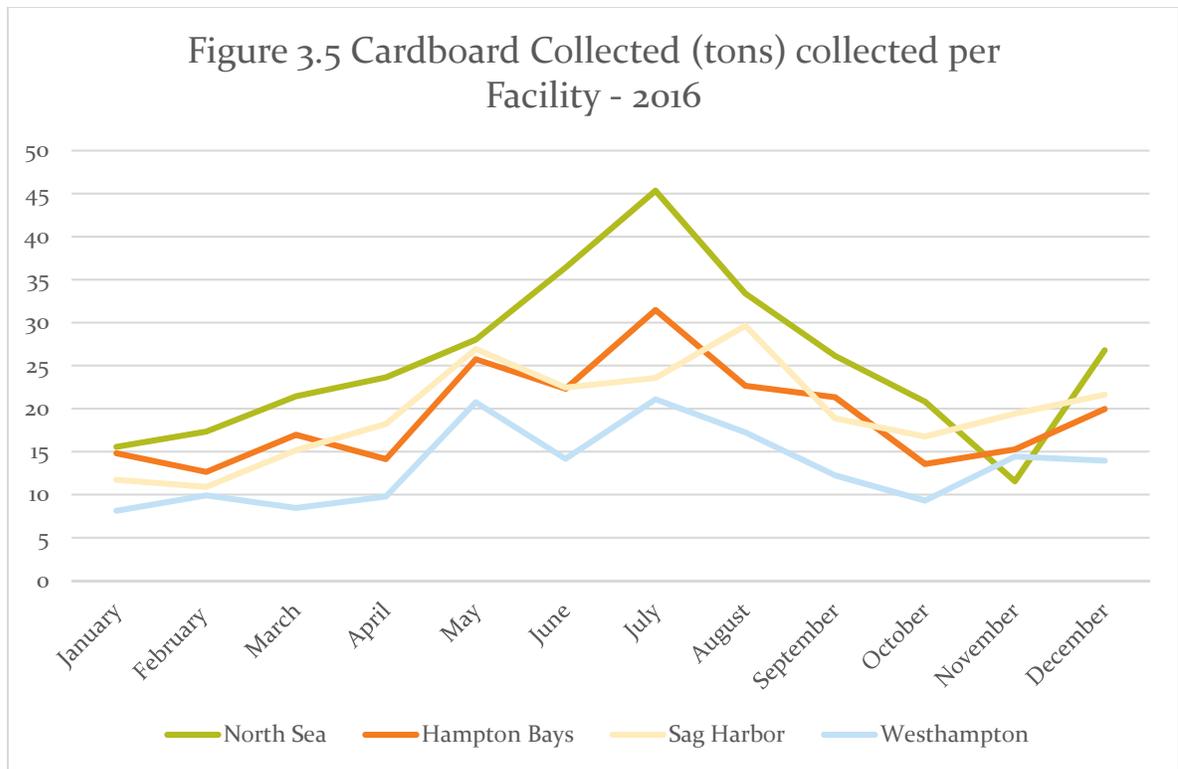


Figure 3.5. Cardboard Collected per Facility, 2016

3.4.2.3 Commingled Containers

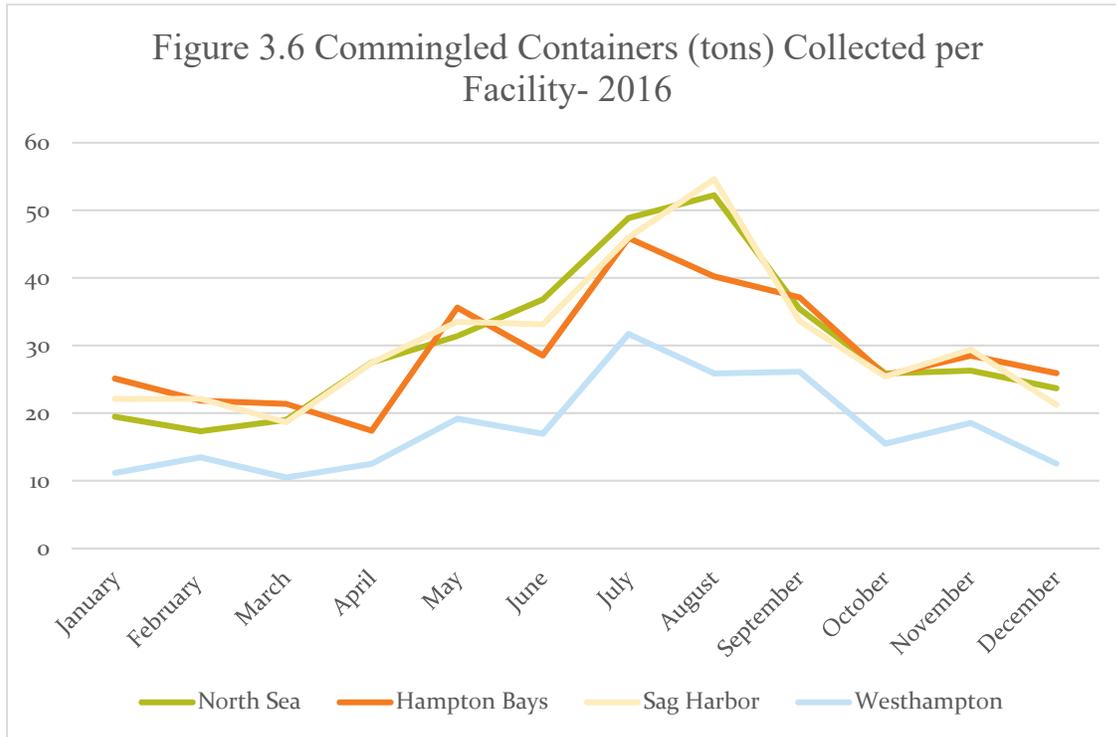
Common commingled containers generally hold liquids and include clear, amber, and green glass, #1 through #5 plastics, aluminum, and steel cans.

The primary plastic resins found in the waste stream are identified as follows:

- #1: PET - Polyethylene Terephthalate
- #2: HDPE - High Density Polyethylene
- #3: PVC - Polyvinyl Chloride
- #4: LDPE - Low Density Polyethylene
- #5: PP - Polypropylene
- #6: PS - Polystyrene
- #7: Mixed Resins

Southampton currently collects all forms of plastic and delivers them to the Town of Islip via an Inter-Municipal Agreement (IMA).

In 2016 the tonnage of commingled containers collected in Southampton was nearly equal to that of mixed paper. However, unlike mixed paper, commingled waste appears to follow seasonal population trends, as a significant portion of what is collected annually occurs in the summer. In 2016, about 1,300 tons were collected, accounting for just over 13% of the total annual quantity of waste collected (excluding C&D).



3.4.2.4 Other Materials

In addition to the aforementioned traditional MSW and recyclables streams, Southampton also accepts less common materials for recycling including thin film plastic (HDPE such as shrink wrap from boats and greenhouse plastic) and electronics (e-waste) from residents and businesses. Fish net/line recycling is also available at fishing areas and is handled through the Town Board of Trustees.

3.4.3 Leaf and Yard Waste - Residential Self Hauler & Highway Voucher Program

Southampton actively collects leaf and yard waste at three (3) transfer stations; Hampton Bays, Westhampton, and North Sea. Clean, loose leaves (uncontained and free of other materials) are accepted at these facilities throughout the year for no fee.

All three facilities also accept a limited amount of brush for free during spring and fall clean-up periods, provided that the material is less than 3 inches in diameter and not mixed with other wood or grass clippings. Clean up periods occur from April 15th through May 31st and November 15th

through December 31st. During the remainder of the year, Hampton Bays and North Sea will accept brush for a fee. A fee schedule of brush and yard wastes can be found in **Table 3-2** below.

The Town Highway Department manages a Leaf Voucher Program for residents to use for fall and spring cleanup whereby, the residential land owner can obtain a voucher to bring yardwaste from their personal property by way of their landscape contractor. The resident must provide information to verify their ability to utilize the station including but not limited to address, tax bill etc., . Other wastes such as land clearing debris, stumps, logs, trees, animal waste, and brush over 3 inches in diameter are not accepted. Grass clippings are not accepted in accordance with the NYSDEC *grasscycling or leave-it-on-the-lawn* campaign.

Table 3-2
2015 Brush and Yard Waste Fee Schedule

<i>Residential Waste Type</i>	<i>Container</i>	<i>Cost to Resident</i>	<i>Accepting Facilities</i>
Leaves (no plastic bags)	Vehicle load	free	North Sea, Hampton Bays, Westhampton
Brush less than 3" diameter	30 gal trash bags/cans (up to 3)	\$5/load	North Sea & Hampton Bays
Brush less than 3" diameter	Vehicle load w/sides less than 2'	\$15/load	North Sea & Hampton Bays
Brush less than 3" diameter	Pickup with side boards	\$30/load	North Sea & Hampton Bays
<i>Landscaping Waste</i>			
Leaves and Brush less than 3" diameter	Vehicle load w/sides less than 2'	\$50/load	North Sea & Hampton Bays
Leaves and Brush less than 3" diameter	Pickup or 6-wheel truck w/side boards	\$75/load	North Sea & Hampton Bays

Leaf and yard waste is not specifically measured at time of collection (with the exception being Highway Department issued vouchers), Southampton is permitted to process 10,000 cubic yards per site annually. **Figure 3.7** shows the compost processed and/or sold per transfer station, in 2016.

Leaf and yard waste is organized in piles to compost. Piles are turned approximately 3-4 times per month to ensure mixing and expeditious breakdown. In this process, the life cycle for decomposition is approximately 6 months. Southampton did not regularly screen compost prior to 2011, however the program is being amended to begin screening of compost to improve the value for constituents and resale to commercial entities. Beginning in 2017, a portion of the finished product is marketed as screened compost.

Southampton processed and waived fees for approximately 7,050 cubic yards of unscreened compost in 2016. From time to time, and by Town Board Resolution, the Town may waive compost fees to help stimulate demand and reduce the amount of on-site compost to maintain compliance

with on-site quantity restrictions. Compost fees were last waived in 2014 due to the large amount of compost generated due to the amount of organics collected after Hurricane Irene and Superstorm Sandy.

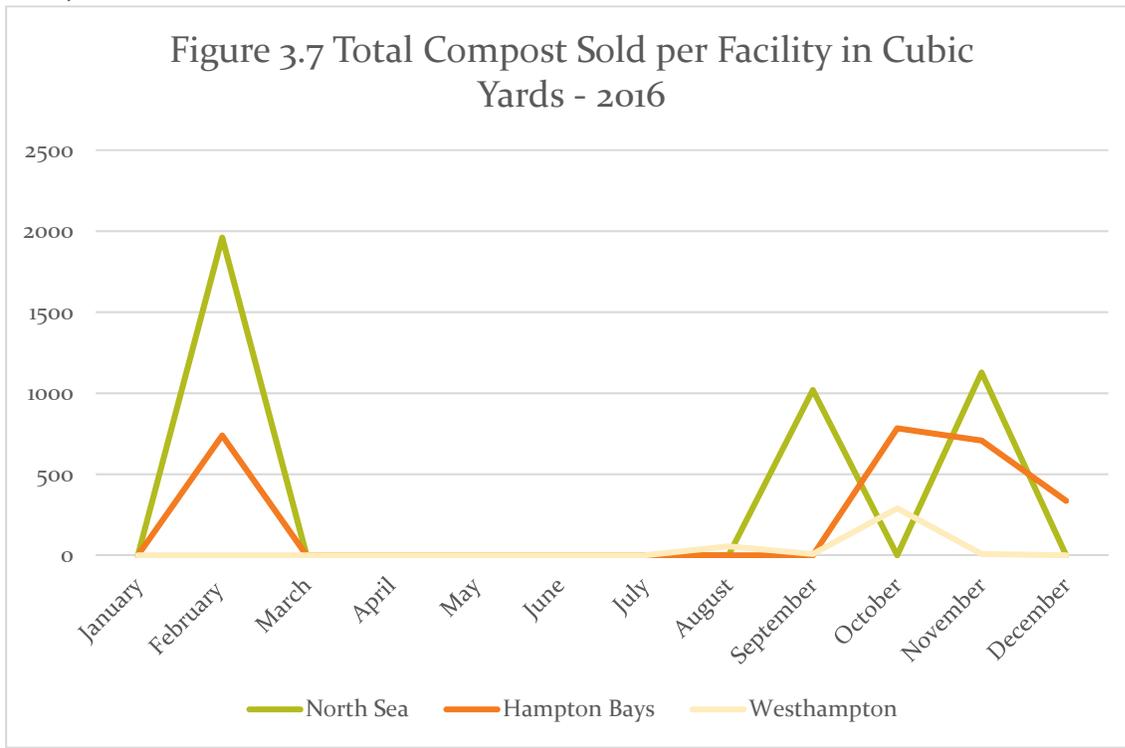


Figure 3.7. Total Compost Sold per Facility in Cubic Yards, 2016

Finished, unscreened compost is available for free to residents and to others for a fee sold by the cubic yard (CY); \$2/CY for commercial pickup, \$3/CY for in-Town delivery, and \$5/CY for out of town delivery (within 45 miles of North Sea). Delivery is available by the truckload with a minimum order of 120 CY.

3.4.4 Additional Materials - Residential Self Hauler

The following section summarizes construction and demolition debris (C&D), scrap metal, and household hazardous waste handling in the Town.

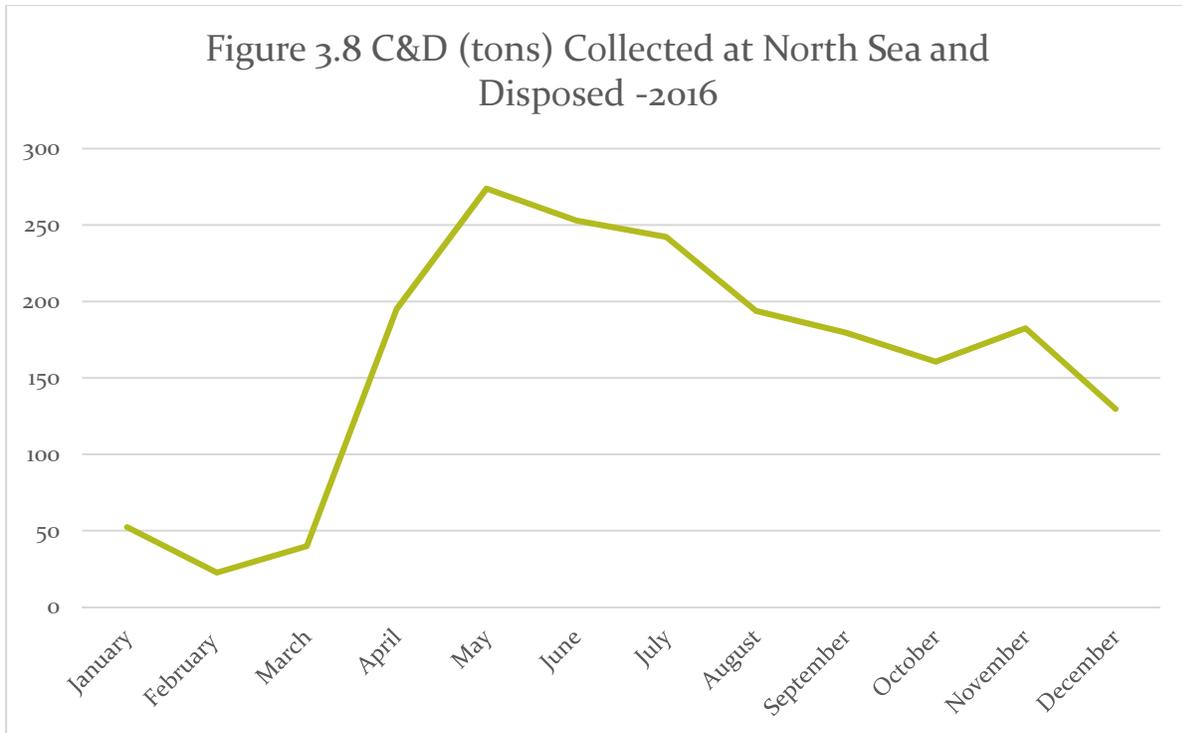
Table 3-3 summarizes the fee schedule for bulky items in Southampton for 2016

**Table 3-3
2014 Bulky Items Residential Fee Schedule and Accepting Facilities**

<i>Residential Waste Type</i>	<i>Container</i>	<i>Cost</i>	<i>Accepting Facilities</i>
Small Bulk (under 3'x3'x3')	Vehicle load w/sides less than 2'	\$5/item	North Sea & Hampton Bays
Large Bulk (larger 3'x3'3')	Pickup with side boards	\$25/item	North Sea & Hampton Bays
Large and Small mixed bulk	Vehicle load	\$180/ton (\$25 min charge)	North Sea
Electronic Waste (E-waste)	Vehicle load	free	North Sea & Hampton Bays
Tires	Per item	\$5/tire	North Sea
<i>Metal</i>			
White Goods without refrigerant	Vehicle load	\$15/item	North Sea & Hampton Bays
White Goods with refrigerant	Vehicle load	\$25/item	North Sea & Hampton Bays
Scrap Metal (not mixed with other items)	Vehicle load w/sides less than 2'	\$50/ton (\$25 min charge)	North Sea
<i>C&D Material</i>			
Construction & Demolition Debris	Vehicle load w/sides less than 2'	\$155/ton (\$15 min charge)	North Sea

3.4.4.1 Construction and Demolition Debris

Construction and demolition (C&D) debris refers to all wood, various building materials, and miscellaneous debris generated by Southampton residents and the Town maintenance departments. C&D materials are only accepted at the North Sea location. The Town does not accept concrete, brick or other aggregates as waste in the C&D Stream. In 2016, Southampton collected approximately 1,925 tons of C&D. The majority of this waste is reduced and/or recycled (for example, the wood is crushed at the Town facility and consolidated before transfer) to the final receiving facility or transfer station where it may be sorted and recycled. However, recycling rates are dependent on the receiving facility and how well materials are sorted. C&D is sent to the Town of Brookhaven with a secondary minor use diverted to Paumanok Environmental (days when Town of Brookhaven is closed). Actual recycling rates vary and are not readily available. Town of Brookhaven generally sends C&D to landfills while Paumanok Environmental generally separates and prepares materials for reuse and resale. Southampton managed 1,925 tons of C&D in 2016.



3.4.4.2 Scrap Metal

Scrap metal includes post-consumer steel products including washing machines, dryers, air conditioners, automobiles, and other bulky ferrous products. Typically, post-consumer steel is collected by municipalities who sell it to brokers. The latter remove hazardous substances such as polychlorinated biphenyls, Freon, and bale the material for end use processors.

Steel scrap metal has long been recycled by the public sector. The primary reason for this is that viable markets have been available for the material. In 2016, Southampton sold 480 tons of scrap Metal.

3.4.4.3 Household Hazardous Waste

Household hazardous waste includes motor oil, tires, anti-freeze, fuels, pool chemicals, pesticides, and other materials, as described below. Some of these materials are collected regularly as part of the Town's accepting facility materials. Others, however, require specific handling and must be managed and disposed of in accordance with strict regulations. For that reason, Stop Throwing Out Pollutants (STOP) days were created by the NYSDEC to allow residents the opportunity to discard hazardous materials properly. More information on the STOP program, accepted materials, and other household hazardous waste are outlined below.

S.T.O.P. Program

The STOP program is a New York State DEC sponsored program designed to offer proper disposal of household hazardous waste (HHW) specialty items which are otherwise regulated at commercial producers for proper handling, and discarded at local transfer stations. This state-wide program encourages collection of a variety of materials such as: electronics, oil-based paints, pesticides, automotive fluids, and compact fluorescent bulbs (CFLs). Proper handling ensures a limited impact to groundwater and natural resources as a result of improper disposal.

In 2016 Southampton held four (4) STOP Day Events for Household Hazardous Waste. Commercial waste is strictly prohibited from STOP day collection. In 2016, Southampton collected and disposed of the following HHW including:

No. of Cars		728
Classification	Unit of Measure	
Antifreeze	Gallons	200
Automotive Batteries	Pounds	
Pesticides (Solids)	Pounds	2600
Mercury Containing Devices	Pounds	0
Fluorescent Bulbs	Pounds	525
# TVs	Pounds	
Other HHW (Solids)	Pounds	4220
Misc. SW	Pounds	3420
Hazardous Paints	Gallons	3250
Hazardous Household Batteries	Pounds	1000
Pesticides (Liq)	Gallons	600
Bulk Mercury	Pounds	0
#CRTs	Pounds	
Other Electronics	Pounds	
Other HHW (Liquids)	Pounds	1400
Misc Solid Waste (Liq)	Pounds	450

Other HHW

According to NYSDEC, HHW is defined as “materials found in residential wastes that would be regulated as hazardous wastes if they were generated by industry.” By this definition, limited HHW is accepted at Town transfer stations throughout the year. Waste oil is accepted year-round at all four transfer stations, stored in approximate 250-gallon waste oil containers, and carted and processed by Long Island Waste Oil. In 2016, Southampton recycled 14,820 gallons of waste oil.

The following **Table 3-4** summarizes HHW costs, schedule, and accepting facilities.

Table 3-4
2016 Household Hazardous Waste Fee Schedule

<i>Waste Stream</i>	<i>Cost to Resident</i>	<i>Schedule</i>	<i>Accepting Facilities</i>
Waste Oil	--	Anytime	All
Propane Tanks	\$3/tank	Anytime	North Sea
Other HHW (oil-based paints, pesticides, household cleaners, auto fluids, pool chemicals, photo chemicals, etc.)	--	STOP day only	1/year at each facility/STOP day

3.4.4.4 Biosolids

Biosolids includes the accumulated semi-solids or solids resulting from treatment of wastewater from publicly or privately owned or operated sewage treatment plans.

The Town does not currently manage and/or track the movement of biosolids and septage waste within the Town. Suffolk County provides an application process for a liquid waste license which is applicable to

- septic tank pumping, cleaning and maintenance.
- Grease trap/Grease interceptor cleaning and maintenance
- Yellow Grease/Fryer Oil Collection
- Temporary Restroom Facilities.
- Waste Line Cleaning and Inspection
- Bulk Liquid Waste Transportation
- Vector Services
- Conventional Septic System Maintenance Inspector
- Conventional Septic System Installation
- Innovative and Alternative Treatment System Installer

- Innovative and Alternative Treatment System Service Provider.

This licensing process ensures that those in this industry are certified to do so by other leaders in the fields. It requires a one time application fee, a 2 year license fee, and a fee for each endorsement as listed above. The process also requires that the vendor submit a Certificate of Liability and Property Damage Insurance in the minimum of \$1,000,000 and Worker's Compensation Insurance.

3.4.4.5 Industrial Wastes

Industrial waste includes those wastes generated by manufacturing or industrial processes. The Town does not own many industrial zoned lands. The land that is zoned/classified as industrial, are generally sand mines which are regulated by New York State Department of Conservation in their operational permits. There are a few auto vehicle salvage yards that are in industrial zoned areas, but very few developed parcels that are zoned industrial use, and classified as manufacturing and processing, that would produce substantial amounts of industrial waste. The Town does not currently manage and/or track the movement of industrial waste within the Town.

3.4.4.6 Pharmaceutical Waste

Pharmaceutical Waste includes solid waste that is discarded, unwanted, or expired drugs (as defined in Article 137, section 6802 of the New York Education Law). This includes veterinary drugs, a prescription drug (as defined in Article 2-A section 270, of the New York Public Health Law) or over-the-counter remedy, toxic drug, medicine, or biological drug formula or mixture used or administered as an immunization, or an aide in the diagnosis, treatment or prevention of disease and the maintenance of health, or used in research or production and testing of biologicals. The Town of Southampton recycling centers do not accept medical waste. Located within the Town are several receptacles for medical waste disposal including Southampton Town Police Department, the Southampton Village Police Department as well as Southrifty Drug (54 Jagger Lane, Southampton). Other local areas that take medical waste include Martin Drug in Riverhead and Park Place Chemists in East Hampton.

3.5 Existing Disposal and Recyclables Markets

Following collection at transfer stations, trailers containing separated materials are hauled by Town employees to their respective receiving facilities.

Currently the Town manages MSW and recyclables as follows:

Non-Recyclable MSW

Paumanok Environmental LLC is currently under contract from January 1, 2017 thru December 31, 2019 with the ability to extend for 4 additional one year terms, if it is in the Town's best interest.

The Contract is for acceptance of up to 12,000 tons of MSW/Year with a base price of \$73.00/ton until 2018; contract price is updated yearly in conjunction with CPI increases.

Commingled Containers

The Town has had an Inter Municipal Agreements (IMA) with the Town of Islip to deliver commingled containers. The current costs of disposal are \$21/ton for Commingled.

Construction and Demolition Debris (C&D)

The Town has an Inter Municipal Agreements (IMAs) with the Town of Brookhaven to deliver unprocessed C&D. The current costs of disposal are \$55/ton for C&D.

Paper and Cardboard

The Town will continues to utilize the open market for paper and cardboard as a revenue stream.

Metal

Gershow Recycling Corp is currently under contract with the Town since January 1, 2017, expiring December 31, 2019, with the ability to extend for 4 additional one year terms if it is in the Town's best interest. The Town receives \$100.83/ton for bulk scrap metal; \$66.49/ton for bulk scrap metal containing refrigerant.

E-Waste

In 2015, the Town began working with Ecotech Management and has a variable schedule of payment based on the quantity of CRTs accepted.

Waste Oil

Long Island Waste Oil accepts the Town's waste oil. The Town historically received payments for waste oil recycled at the transfer stations, however with declining oil prices, the Town now pays a small fee to be able to recycle waste oil.

Clothing

The Town allows donation boxes from several not-for-profit entities at all four Transfer Stations. The Town receives no payment for this commodity.

Thin Film Plastics and Boat Wrap

The Town offers recycling of thin film plastics at all four transfer stations. The Town recycles this material at a no cost option with the vendor that generally takes our paper and cardboard. It is taken in the Town trailer to the vendor's transfer facility, where it is baled and marketed.

Leaf and Yard Waste

Unlike other waste streams, leaf and yard waste is processed on-site to make compost. Residents may receive compost for free; commercial entities pay a small fee. Delivery of large volumes of compost can also be arranged for an additional fee.

3.6 Public Education and Outreach

Currently the Town maintains a public outreach program which focuses on early education for local schools and informative pamphlets and fliers for the community. In addition, the following is a summary of current, continued, and future activities for public education and outreach:

- Educational tables at community-sponsored events (typically more than 4 per year);
- Public Service Announcements (PSAs) through radio announcements regarding recycling and community activities
- The Town of Southampton prepared with assistance from the Sustainability Committee “A Guide for Waste Disposal, Reuse & Recycling” which is distributed at local supermarkets and libraries
- Direct mailings to residents. Since 2012 (mailers) are included in each tax mailing that provide information on waste management, stormwater management, and home energy audits;
- Table top presentations on Solid Waste Recycling, Stormwater Abatement and Home energy assessments and solar evaluations.
- Comprehensive recycling public education programs for schools and local Community Advisory Committees (CACs) which includes presentations consistent with NYS *Beyond Waste* recommendations, and
- Conduct presentations at schools and community group meetings (typically more than 4 per year).

Current outreach materials and educational opportunities generally focus on overall reduction of waste, reuse of materials, and recycling. In the future, this program will be expanded in accordance with the guidance presented in the NYSDEC *Beyond Waste* report to promote overall waste reduction by informing residents of best practices and continued support of consumer recycling. Specific outreach topics may include: proper disposal of household hazardous waste such as paint, motor oil, e-waste, and pharmaceuticals along with disposal services that the Town offers, and information on S.T.O.P. days.

In addition to current and planned activities, Southampton will also consider feasibility of the following initiatives to expand upon the already extensive education and the outreach programs.

- Offering bilingual educational materials.
- Providing non-staffed educational areas.
- Expanding information currently available on the website to include additional education and outreach materials, information for businesses, condos, group living facilities, and schools on recycling services and options

3.6.1 2016 Community Advisory Committees

The Town of Southampton has a number of Community Advisory Committees (CACs) formed from residents and business owners that come together to advise the Town Board on initiatives that they would like the Town Board to consider, progress, and/or execute. The Town has two specific committees that work on Solid Waste Management and Sustainable initiatives. These committees, are the Solid Waste and Recycling Advisory Committee (SWRAC) and the Sustainability Committee meet once a month, and twice a month respectively. Both committees recommended and were successful in encouraging the Town Board to promote an education and outreach campaign on single use plastic bags and their reduction by ultimately resulted in a ban of all single use plastic bags in the Town of Southampton. In 2018, both committees began advocating for restrictions on use of plastic straws and stirrers, and expanded polystyrene.

The Town Sustainability Committee was a major stakeholder in the Town of Southampton adopting a Sustainability Plan (400+ Plan) as an element to the Town Comprehensive Plan in 2014. This plan included ten (10) areas that the Town would focus on becoming more sustainable. Waste is included in this guidance document. The Town is now developing a plan to implement recommendations. This document is included as an appendix to this plan.

The Town also developed a pamphlet titled, *“What Do I Do With It Now – A Guide for Waste Disposal, Reuse & Recycling”* to assist residents in their waste management options. The Town also is working on a Climate Action Plan as part of its participation in the Climate Smart Community Program that will also offer different goals and objectives to reduce our carbon footprint and improve resiliency. Some of these goals pertain to solid waste within the Town of Southampton. The 400+ Plan and Recycling Guide are included as Appendix B.

3.6.2 Recent Public Involvement Events

Public Education and Participation Events

- 2017 Great East End Clean Up –631 Volunteers that collected 61 tons of litter throughout the Town.
- Kids Annual Beachcomber Clean Up Contest – 8/26/2016 – Ponquogue Beach, Hampton Bays. There were approximately 20 participants and their family members that collected 20 bags of debris on the beach.

Yardwaste Program

- Two residential amnesty periods for brush; leaves free all year

The Town is committed to continuing these programs throughout the planning period.

3.6.3 Town Staff Training

The Town as part of its Stormwater Management Program Plan includes staff training for municipal operations to maintain order to municipal sites. The Town is working towards a goal of consolidating required training to those staff members who may have a direct impact in these areas. There are a number of different training videos that include, but are not limited to

- Stormwater and what we should know.
- Good Housekeeping
- Spill Control
- Vehicle Fueling
- Vehicle Maintenance
- Materials Management
- Waste Management
- Municipal Facility Management
- Parking Lot Sweeping
- Storm Drain Maintenance
- Land Grounds Maintenance
- Over Water Maintenance

In 2016, we incorporated these videos into our annual Safety Training curriculum in which staff members in Departments/Divisions such as Waste Management, Highway, Parks Maintenance, Water District, Community Preservation Fund, as well as the Town Trustees, are required to watch the appropriate videos according to their task descriptions.

3.6.4 Beyond Waste Extensions to Comprehensive Programs

According to the *Beyond Waste* report, in order to achieve greater participation in PAYT, the public must be reminded of the importance and benefits of recycling, including:

- Reducing the financial and environmental costs of waste disposal
- Combating climate change
- Reducing pollution resulting from extraction and manufacturing of virgin materials
- Complying with local ordinances and state law.

To reinforce these principles, the State suggests employing local recycling coordinators, which Southampton did in 2011. Through the recycling coordinator, the Town can support recycling through special incentive recycling events, recycling report cards, educational materials, increased access to recycling in public facilities and institutions, and enforcement. Unfortunately, this position was vacated in 2015 and not replaced. We have been performing the education and outreach program through various Community Advisory Committees including but not limited to our Solid Waste and Recycling Advisory Committee and the Sustainability Committee.

The Town will continue to explore outreach and educational new programs to offer the residents, business owners, and staff within the Town of Southampton

The Town also worked with Suffolk County Fire Rescue Emergency Service on a Suffolk County Multi-Jurisdictional Debris Management Plan to help develop a plan to react to major disasters such as hurricanes and tornados. This document was executed in 2016 with the assistance of Suffolk County, New York State Department of Environmental Conservation, FEMA, and the 10 east end Towns.

3.6.5 NYSDEC Education and Outreach Recommendations

NYSDEC offers a variety of web based and printed information for public education and outreach in New York. Typical waste prevention strategies, according to the *Beyond Waste* Report, include:

- Purchasing items with reduced packaging, such as bulk items or items without a plastic outer casing
- Leaving grass clippings on lawn, rather than disposing of them (this has been adopted in Southampton and will be included in the outreach program)
- Reducing paper waste by printing less, using online resources more, and printing on both sides of paper
- Reducing junk mail through opt-out programs and refusing catalogues and unwanted circulars
- Transferring saleable unwanted goods such as clothing, house goods, and media by donating to accepting nonprofit organizations.

The Town will continue to review and improve its public education with an eye toward improving reduction, reuse, and recycling. As noted above, several recommendations are currently under development or consideration in Southampton, while others have been adopted. *Beyond Waste* recommendations, NYSDEC online resources, and locally developed resources will be used in the continued outreach opportunities that Southampton stewards for its residents annually.

The Town adopted the Code Chapter 205 Waste Management updates in 2015 and has been working on implementing code amendments, and tracking of private haulers. As implementation continues, the Town may consider future code amendments to require additional material tracking.

In the future, the Town will be reaching out to businesses and commercial carters, seeking voluntary participation in additional campaigns to reduce the amount of Styrofoam, re-use old timbers from demolition projects, and entering into potential shared services with adjacent municipalities. Private carters have expressed frustration regarding lack of local available MSW and recyclables transfer stations. Carters generally have to travel to Yaphank /Medford to dispose of their materials. In the summer months this can be an extremely long trip on the South Fork. The Town will continue to look for either Regional and/or Shared Services solutions to help address this and other issues to improve Waste Management.

Section 4

Solid Waste Trends

This section investigates waste generation trends between 2006 and 2014 and estimates population projections for the planning unit.

4.1 Transfer Station Waste Generation Trends

The following summary is based on known information collected for and by the Town-operated transfer stations.

Since 2006, MSW collection rates at the transfer stations have decreased from a high of 6,630 tons in 2006 to a low of 4,033 tons in 2010. Since 2010, transfer station collection rates have stabilized at approximately 5,800 tons/year. Similarly, total recyclables (excluding C&D) decreased from 5,443 tons in 2006 to just over 4,000 tons in 2014. In total, MSW (excluding C&D) has decreased from 12,073 tons in 2006 to just about 9,800 tons in 2014, this represents approximately a 20% decrease over 9 years. Construction and demolition debris had a notable drop in material in 2011 and in 2013, but an overall upward trend since 2012. These trends are likely due to the following factors:

1. Residents continue to move towards contracting with private haulers rather than self-hauling waste to transfer stations; and/or
2. Total MSW generation has decreased since 2006.
3. There has been an increase of building permits and home renovations over the past six years.

In 1993 16,810 tons of MSW (including C&D) were collected by transfer stations in Southampton. In 2014, total MSW collection at transfer stations in Southampton has decreased to just under 11,000 tons (including C&D).

Total recyclables (newspaper, cardboard, glass, and cans) sold to secondary markets in 1989 were 2,200 tons as compared to about 4,000 tons collected in 2014. Thus, while total MSW collection at the transfer stations has decreased over time, the total tonnage of recyclables has increased over time.

The percentage of total recyclables compared to total MSW (excluding C&D) has decreased from 45% in 2006 to 41% in 2014. The overall high percentage is generally reflective of recycling education programs, a history of recycling in the community, and the effectiveness of the PAYT program to incentivize source-separation. **Table 4-1** summarizes tonnage collected from 2006 through 2016 by material.

Table 4-1
MSW and Recyclables by Waste Stream

<i>Waste Stream</i>	<i>2006</i>	<i>2007</i>	<i>2008</i>	<i>2009</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>
Refuse MSW	6,630	6,092	5,634	5,441	5,348	5,902	5,675	5,890	5,742	9,625	9,785
C & D***	1,982	1,622	1,389	1,383	1,352	866	1,811	889	1,212	1,291	1,925
Recyclables (total)	5,443	4,809	4,437	4,185	4,124*	4,213	3,960	3,847	4,033	3,752	4,065
<i>Tires</i>	80	70	23	NR	20	18	12	16	30	14	27
<i>Batteries**</i>	20	12	NR	NR	2	NA	NA	NA	NA	NA	NA
<i>Metals</i>	838	480	431	362	352	310	293	308	338	377	481
<i>Comingled</i>	1,400	1,415	1,405	1,442	1,416	1,404	1,387	1,327	1,320	1,298	1,298
<i>Cardboard</i>	955	925	839	823	820	882	802	850	845	871	932
<i>Paper</i>	2,150	1,907	1,739	1,558	1,514	1,617	1,478	1,362	1,388	1,046	1,215
% Recyclable	45%	44%	44%	43%	43%	42%	41%	40%	41%	39%	42%
Total MSW	12,073	10,901	10,071	9,626	9,472	10,115	9,635	9,737	9,775	10,916	11,710

NR – None Received; NA – Not Accepted

*In this summary of 2010, total recyclables did not include electronics waste or used oil as shown in Table 4-2.

**Southampton no longer accepts batteries as of 2011.

***Construction & Demolition Debris (C&D) is not included in % Recyclable value.

Table 4-2 summarizes the percent of total MSW collected by waste stream in 2016.

Table 4-2
Summary of Recyclables by Waste Stream Collected at Transfer Stations, 2016

<i>Waste Stream</i>	<i>Volume (tons)</i>	<i>Percent of Total Waste Stream</i>
Cardboard	932	10%
Commingled	1,298	13%
E-Waste	55	1.0%
Metal	481	5%
Paper	1,215	12%
Used Oil	57	1.0%
Tires	27	0.3%
Total Recyclables	4,065*	--

*In this summary of 2016, *total recyclables* value includes electronics waste and used oil; thus values differ when compared to Table 4-1.

Commingled containers, corrugated cardboard, and mixed paper will likely continue to account for the majority of recyclable material.

4.2 Waste Generation Projections

The LIPA population projections and full-time population equivalents were used to estimate overall changes to waste generation through the year 2026.

4.2.1 Waste Generation and Composition Estimates

To estimate future waste volumes, Southampton has used the NYSDEC MSW CCAP spreadsheet starting in 2016. The State spreadsheet provides pre-populated data pertaining to each Planning Unit (PU). It does not appear that the spreadsheet accounts for the high seasonal fluctuation in population and uses the full time population estimates. MSW generation was modeled for 100% of the Southampton population starting in 2017 and extending through 2026. Material diversion estimates were made using the 2016 actual data from the transfer stations.

Section 5

Southampton Specific Alternatives Analysis

In 2010, the Town of Southampton conducted an Alternative Analysis to compare realistic approaches for a future solid waste management program. In 2017 it is acknowledged that over the course of the Draft SWMP review and edits, some of the prices have changed as discussed below. A new study is not planned. However, the costs of the alternatives were revised to reflect 2017 estimates. Criteria that were considered as important when reviewing and developing alternatives included the following:

Criteria	Description	Type
1 Cost to Households Using Private Carters	<i>The cost for residents to contract with private carters to have solid waste and recyclables picked up curbside (or backdoor service) once per week typically ranges from \$360 to \$720 per household per year. The average cost is assumed to be \$540.</i>	Quantitative
2 Cost to Households Using Transfer Stations	<i>The cost to self-haul solid waste and recyclables to one of the four in-town transfer stations is based on the number of PAYT Green Bags used. The average cost, based on using about two (2) large PAYT Green Bags per week is about \$300 per year. A typical range of costs for 1 - 3 large bags used per week is \$180 - \$525 per year.</i>	Quantitative
3 Flexibility of Choice	<i>Flexibility is the number of solid waste disposal options available to a household. A Flexible option will allow residents to choose between transfer stations or private carters.</i>	Qualitative
4 Recycling Participation	<i>Percent of total recycling collected (in tons) out of total MSW collected. Recycling participation at Town transfer stations is 41%. Private carting information is currently unknown.</i>	Qualitative
5 Seasonality	<i>Seasonality provides a number of options available for residents that do not need year-round service. Currently, seasonal residents can choose to have waste pickup for short contract periods with the level of service they prefer (backdoor versus curbside). They can also choose to self-haul to transfer stations.</i>	Qualitative
6 Transfer Station Access	<i>Transfer Station Access is based on the number of hours transfer stations are open for public use. If transfer station operations are eliminated, there will be no public or municipal access. If transfer stations are only open for municipal use, there will be no public access. If hours of operation are reduced, there will be less access.</i>	Qualitative

7	Level of Effort by Town	<i>Level of Effort is based on the administrative efforts required by the Town's Solid Waste Department to implement the alternative. Administrating a curbside collection contract will require less effort than operating four transfer stations.</i>	Qualitative
8	In-Town Vehicle Traffic	<i>Traffic is impacted by the number of vehicles required to transport waste from households to the processing or disposal facility. This includes car trips specifically to drop off waste at transfer stations and multiple carters collecting in the same part of Town.</i>	Qualitative
9	Incentive to Reduce Waste Overall	<i>Overall reduction of waste stream is incentivized by programs that reduce packaging and reduce the amount of waste created by consumers making educated choices regarding packaging.</i>	Qualitative
10	Capturing Waste Stream Information	<i>Waste stream information is captured through tracking private carters. Programs which offer tracking of private carters will require haulers to report total volume of waste versus recycling, as well as any additional information mandated by the Town.</i>	Qualitative

In total, four alternatives were evaluated in 2010 and a summary of the findings are presented herein. In addition, a basic review of other available technologies are provided at the end of this section.

The criteria selected above are also included as some of the criteria adopted in the Town's 400+ Sustainability Plan. Though since 2010, there have been a number of new developments, technologies, opinions, and increased focus on obtaining collection and recycling information from commercial, institutional and industrial land uses as well as bio solids, and medical wastes. These types of wastes can be quite voluminous, but can offer an increased opportunity for recycling and environmental mitigation of potentially harmful elements.

In 2012, the Town of Brookhaven along with a private partner, began to develop plans to modify the Town separate stream Materials Recycling Facility (MRF) into a single stream recycling facility in an effort to increase convenience of recycling, increase capacity and efficiency of the facility. They reached out to other municipalities on Long Island to encourage use of the facility, and while recycling increased, there was a potential loss of revenue in the sale of marketable recyclables, so some municipalities converted from separate stream recycling to single stream, and others maintained the separate stream recycling like the Town of Southampton did for the time being. The Town considered opportunities to integrate single stream recycling but ultimately decided to maintain separate streams. Due to market issues, the Town of Brookhaven decided to cease single stream recycling at the end of 2018 and return to separate stream recycling beginning 2019.

As discussions continue in Local Government efficiencies throughout the State of New York, the Waste Management topic should be discussed (private/public partnership) for a commercial carter transfer station, and potential options to make this a more convenient and cost efficient practice to mitigate the issues that waste hauling contractors experience operating on the east end of Long Island.

5.1 Alternative 1 - Continue Current Solid Waste Operations; Begin to Permit and Track Carters

5.1.1 Continue Current Solid Waste Operations

Alternative 1 proposed no changes to the current Town operated solid waste system outlined in Section 3. All four transfer stations and all three compost facilities will continue current operations. Under Alternative 1, residents will have the choice between contracting with a private carter and self-hauling waste to transfer stations. Compost operations will remain as they are today.

5.1.2 Permit and Track Private Carters

Alternative 1, sought to create a system where private carters must obtain a permit to conduct business in Southampton. This permit will be contingent upon the carter offering recycling and providing the Town with documentation that proves recycling efforts. The cost for the coordination of this program can be borne by the contractors through permit fees.

To initiate this program, the Town has modified Code Chapter 205 and adopted additional resolutions to set fees for permits. The Code now requires private carters obtain a permit. The code also requires that all private carters operating in Southampton collect recyclables in separate containers and provide documentation to the Town for the amount of recyclables collected and processed, on an annual basis.

The Town established the code based on mainly residential and commercial waste streams. As the Town continues to develop improvements to its Solid Waste Management Plan, it will progress in obtaining additional information regarding industrial, institutional, construction site development and biosolids operations within the Town. This timeline is included in the Town's implementation schedule.

5.1.3 Cost to Residents

For the purposes of this evaluation, it is assumed that the average household using the transfer stations (approximately 6,000 households) for solid waste disposal uses 1 bag/week and also pays \$80/year in other solid waste fees. This calculates to a direct annual cost of \$240/household/year.

Cost to residents who contract with private haulers for once a week service are estimated to be \$25 - \$60/month based on recent bids for curbside or backdoor collection. Assuming approximately 85 percent of households (35,000 households) use private carters, the estimated total Town-wide annual cost for curbside collection, hauling, and disposal ranges from \$10,500,000 to \$25,200,000.

Under Alternative 1, the average household contracting for curbside collection services is paying an estimated \$510/year.

Table 5-1
Estimate of Total Annual Solid Waste Costs, Alternative 1

<i>Total Annual Solid Waste Cost</i>	<i>Total Costs</i>	<i>Cost per HH/Year</i>
Transfer Station Cost (across 15% of HH)	\$1,440,000	\$240
Private MSW Carters Cost (85% HH)	\$10.5M – \$25.2M	\$300 – \$720
Total Annual Town-wide Solid Waste Cost	\$11.9M – \$26.6M	\$470/HH

5.2 Alternative 2 – Manage Town Sponsored Solid Waste Operations

Alternative 2, proposes ceasing all Town sponsored solid waste operations and simply managing a Town sponsored curbside collection program. At the time of this investigation in 2011, which was revisited in 2017, many communities throughout Long Island had eliminated solid waste programs operated by municipalities, leaving the private sector waste managers to fill the void in service through contractual services for the communities. Alternative 2 proposed ceasing all Town involvement in day-to-day solid waste services (including composting operations) and contracting services through private firms through the public bid processes.

5.2.1 Create Solid Waste Districts

Under Alternative 2, the Town and the incorporated villages will be divided into districts based on:

Residential Characteristics - population density, population flux, demographics, existing tax districts and growth potential

Commercial and Industrial Characteristics – number, type, size, location, and potential growth of commercial and industrial facilities within a district

Geographic Characteristics – major geographic separations such as canals, rivers, beaches, railroads, bridges, roadways or other major geographical dividers.

5.2.2 Basic Solid Waste Services

While all districts would fall under one future Town Waste Management Division, and one Solid Waste Manager, solid waste services will be publically bid separately by district. These services can be as simple as curbside collection of MSW and recyclables once per week or as complex as white glove service where bonded trash collectors use a private service entrance to remove waste and recyclables directly from the home, or it could be any service level in-between.

5.2.3 Cost to Residents

In 2011, the Town of Riverhead on which this alternative is based, approved a one-year extension to Maggio Sanitation Services, Inc. to collect trash for all solid waste districts in Riverhead through December 31, 2011. Maggio Sanitation charged Riverhead \$504/household/year for solid waste services. In 2012, the Town of Riverhead rebid the curbside collection contract. The 2012 contract resulted in a cost of \$252/household/year; exactly half of the 2011 cost. The 2012 cost included; bi-weekly MSW collection (2-times per week), weekly recyclables collection, weekly bulky/white goods collection and weekly yard waste collection. In 2017 the contract was again rebid, and the low bidder provided a cost of \$248.76/household, with the same specifications. In 2011, The Town of Southampton was assumed that a similar curbside collection contract in Southampton will cost approximately \$550 to \$600/household/year. Based on the 2012 & 2017 Riverhead contract, Southampton now estimates a similar curbside collection program could be contracted for \$300-\$350/household/year. In Southampton, private carter rates vary depending on service but generally lie within the \$25 - \$60 per month range. This is based on a pilot program considered in the Flanders Riverside Northampton Community for which the Town had progressed to a bid package of similar specifications to Riverhead. This would likely be somewhat higher in the hamlets/tax districts located east of the canal, due to traffic congestion affecting the contractor's proposal based on time delays due to traffic congestion.

Under this alternative, the Town could potentially reduce solid waste staff to one Solid Waste Manager and two (2) full-time assistants at a total cost of approximately \$290,000 per year including benefits. Total administrative costs under this alternative are estimated at \$10/household/year for each of the 41,000 households in Southampton. The total estimated cost per household for waste disposal under this alternative is \$310-\$360/household/year. Based on constituent feedback on this concept and alternative, there is increased convenience, however, residents who manage their recyclables effectively would not have a cost incentive to do so. This also provides an overall higher cost per household which could adversely affect low income, households by increasing costs. The Town may revisit this concept in the future as a combined effort if local government efficiencies become available, or in a different model where recycling could be a stand-alone district while unrecyclable wastes could still be managed by Private Carters.

Table 5-2

Estimate of Total Annual Solid Waste Costs, Alternative 2

<i>Total Annual Solid Waste Cost</i>	<i>Total Costs</i>	<i>Cost per HH/Year</i>
Solid Waste Department Administrative Costs	\$410,000	\$10
Town-wide Curbside Collection Cost	\$12.7 – \$14.8M	\$310 – \$360
Total Annual Town-wide Solid Waste Cost	\$13.1M – \$15.2M	\$345/HH.

5.3 Alternative 3 – Transfer Stations for Municipal Use Only

Alternative 3, allows for the continued use of transfer stations for municipal purposes only. Transfer station use will be restricted to municipal wastes from schools, parks, the Town Hall, the court house,

and other public spaces. Based on the 2010 intra-department chargebacks, the Town brought approximately 3,660 tons of materials to the transfer stations.

Residents who use the transfer stations as their primary waste disposal and recycling option, will need to hire a private carter under this alternative.

5.3.1 Continue Compost Operations

Currently the Town operates three compost facilities registered to accept 10,000 cubic yards per year of organic waste (leaves, brush, and grass). In 2016, the Town sold and/or distributed 7,053 tons of compost to contractors, farms, the Town and landscaping companies; that provided revenue of approximately \$12,542. Under Alternative 3, the Town will continue to accept brush and yard waste from the Town Departments, residents, and local contractors for use in on-site compost operations.

5.3.2 Permit and Track all Private Carters

In addition to ongoing operations, Alternative 3 will require private carters to obtain a permit in order to conduct business in Southampton. The permit will be contingent upon the carter offering recycling, and providing the Town with documentation that proves such. The cost for the coordination of this program can be offset by the contractors through permit fees. As with Alternative 1, the Town has adopted a code amendment to Chapter 205 that requires carters to obtain a permit, and establishes standards and minimum qualifications to ensure recycling and yard waste pickup mandates are followed.

5.3.3 Cost to Residents

Total solid waste expenses were estimated to decrease under Alternative 3 but the net cost will increase due to the PAYT revenue and most “landfill fees” being eliminated. Solid Waste expenses, under Alternative 3, is estimated to be approximately \$20/household/year to the Town in addition to the private carter charges.

Cost to residents who contract with private carters would not likely change. It is estimated that the current curbside or backdoor collection service in Southampton is \$25 – \$60/month. Under Alternative 3, all 41,000 households will be required to use private carters. The estimated total annual cost for curbside collection, hauling, and disposal for Alternative 3 will range from \$12,300,000 to \$29,520,000. Thus, the cost to implement Alternative 3 is approximately \$510 in private carter fees and \$20 in transfer station fees, or \$530/household/year.

Table 5-3

Estimate of Total Annual Solid Waste Costs, Alternative 3

<i>Total Annual Solid Waste Cost</i>	<i>Total Costs</i>	<i>Cost per HH/Year</i>
Solid Waste Department Costs	\$820,000	\$20
Town-wide Curbside Collection Cost	\$12.3M – \$29.5M	\$300-\$720
Total Annual Town-wide Solid Waste Cost	\$13.1M – \$30.3M	\$530 avg.

5.4 Alternative 4 – Optimized Use of Transfer Stations

The goal of this alternative is to increase use of transfer stations, while investigating the annual use trends of the facilities, to consider optimal hours of operation.

Schedule adjustments, including reducing receiving hours and/or days of operation for accepting residential MSW, will be considered based on vehicle traffic data collected over the course of a year. Other considerations for optimization include, but are not limited to:

- improvements in the transfer station
- On-site payment methods (i.e. credit cards or pre-payment options)
- Vending machines for waste bags - these would need to be protected to avoid vandalism
- Public outreach programs to encourage the use of the transfer stations. Such outreach efforts may include demonstration projects with educational institutions and/or community organizations such as garden clubs.
- Voluntary Waste Reduction Programs such as
 - Keep your doors closed during summer months to conserve energy
 - Re-usable Bags for supermarket and other shopping
 - Re-use of packing peanuts
 - Voluntary elimination of Styrofoam cups and food containers
 - Re-use of construction demolition items
- Town Board consideration of the following
 - Ban of Single Use Plastic Bags - Adopted 2014
 - Ban of Styrofoam cups and food containers
 - Establish guidelines on reuse of certain components of construction and demolition debris (C&D)

5.4.1 Improved Efficiency in Compost Operations

The Town sold, delivered, or marketed approximately 7,053 tons of compost in 2016 while much more was given away to residents at no charge. However, the Town has historically received more organics than it has sold. Improving productivity of composting operations will help to free space and eliminate leftover piles of brush and yard waste for each facility. Alternative 4 proposed assessing current compost operations to develop a more efficient system which would bring compost to market quickly along with increased marketing and outreach to ensure increased residential participation and higher turnover. To this end, the Town has begun screening in limited quantities, unsorted compost to provide a better product. As more staff time is made available, this process will be improved and screened quantities will increase over time.

5.4.2 Permit and Track All Private Carters

Like Alternatives 1 and 3, Alternative 4 required private carters to obtain a permit to conduct business in Southampton. The permit is contingent upon the carter offering recycling and providing the Town with recycling documentation. The cost for the coordination of this program will be offset by the contractors, through permit fees. As with Alternatives 1 and 3, the Town has adopted the Code Amendments to Town Code Chapter 205 Waste Management that require carters to obtain a permit while establishing standards and minimum qualifications to ensure recycling and yard waste pickup mandates are followed.

5.4.3 Education and Outreach

The Town of Southampton 2011 budget included funds to hire a full-time recycling aide whose job description includes education and outreach programs to increase recycling. Unfortunately, over time, this position post was vacated, and the Town hired a multi-talented civil service title staff member. The current education program is multi-faceted in which the information, education and goals of a number of interconnected environmental aspects are provided in one educational event. Such topics include the interconnection between

- Waste Management - Proper disposal of waste, reduction of waste, re-use where appropriate, and recycling of the remaining items. Proper handling of waste will keep it out of our environment and maintain our natural resources in improved condition. The importance of home composting, and mulching mowers is discussed and encouraged.
- Stormwater Management - Proper housekeeping and management of wastes, will keep wastes out of drainage systems that have the potential to discharge to surface waters of the Town of Southampton. Discuss the potential effects and impacts of mis-management of wastes, chemicals (fertilizers/pesticides) and other potential illicit discharges have on the environment.
- Clean Water and Septic Systems - The Town is moving forward along with Suffolk County and other East End Towns to improve the effluent quality of individual septic/cesspool systems that have been determined to contribute to increased nitrogen levels to our ponds, bays and waterways. In addition, enhanced discussion, education, and opportunities to better manage the proper disposal of pharmaceutical waste, which has been found in groundwater has been

added to the Town's Sustainability and Waste Management Education program. The Town in 2017 began an incentive rebate program for homes located in certain potential water quality areas to be either be required to install an innovative advanced sanitary system, and /or be eligible for substantial rebates for the installation of same on existing and/or renovated homes.

- Energy Efficiency and the use of Solar Power - The modernization of antiquated home systems, and the tightening of the home envelope, has the potential to reduce wastes from home energy fuel systems and electrical consumption. In addition to energy efficiencies, solar power also reduces the electrical demand on the utility grid. Residential solar energy and future potential Community Solar options have a much greater potential in reducing wastes associated with upgrading of transmission systems carrying utility power to the homestead. If effective, this would also save wastes associated with the necessary upgrading of the power plants to generate more power. The Town of Southampton is currently working with NYSERDA, PSEGLI and Long Island Green Homes to promote home energy audits and solar evaluations to assist residents and potential business owners interested in saving money through utility bills while being more environmentally sustainable.
- Green Lawn Care Products - In 2016 The Town began encouraging residents to use battery powered electric lawn care equipment by launching a Green Zone in the Town, at a local park, using only this type of equipment. Equipment was purchased in 2017 and showcased at this Park. In 2018, the Town will convert the Town Hall property to a Green Zone. The Town will work with Suffolk County Community College to provide education and outreach to local residents and landscape contractors to describe the benefit to both the home owner and the operators and environment with regards to
 - Noise Pollution
 - Health Effects associated with vibrations, noise, handling of petro-chemicals, etc.
 - Waste associated with fueling cans, maintenance, oil containers, rags, etc.
 - Reduced potential for fueling / and maintenance incidents associated with gasoline and fuel oil
 - Substantial reduction in carbon emissions

The residents are encouraged to use the transfer stations, increase recycling participation, and conduct more frequent demonstration projects with education institutions and/or community organizations such as garden clubs.

5.4.4 Cost to Residents

The total expense to operate the transfer stations in 2016 was \$1,958,617, however this expense is offset by revenue generated by recyclables, tipping fees and PAYT sales for a net expense of \$138,519 or about \$3.40/household for all Southampton households. However, it equates to about \$320/household for the estimated 6,000 households that actually use the transfer stations. For

Alternative 4, it is estimated that the cost per household using the transfer stations will continue to be approximately \$320/household/year.

Cost to residents contracting with private carters is not likely to change. Estimated curbside or backdoor collection service is estimated to be \$25 - \$60/month or \$510/household/year on average.

5.5 Alternative Selected for Southampton

In 2010, the Town Council, Solid Waste Advisory Committee (SWAC), and the Department of Municipal Works, voted to adopt Alternative 1 as the future Solid Waste Program for Southampton. The following Section 6 details the selected alternative. The Town reserves the right to discuss, develop and potentially implement variations and differences in the alternative selected, moving forward as new technologies and opportunities are presented that have the potential to make the Town more environmentally and financially sustainable in the future.

5.6 Alternative Solid Waste and Recycling Technologies and Programs

Southampton's solid waste infrastructure exists in the form of four (4) Town owned and operated transfer stations. These facilities are in excellent working condition and likely have at least 20-30 more years of useful life. Because of this existing infrastructure, continued use of the transfer stations is the basis for solid waste management strategies over the next 10-years. That being said, the Town is considering supplementing the transfer stations with additional programs and infrastructure. The following technologies and programs were considered while developing this SWMP.

5.6.1 Landfills

In 1995 the Town of Southampton's North Sea Landfill ceased accepting solid wastes. Since that time the landfill was capped and closed. There is a current moratorium on any new landfills on Long Island. A new landfill is not an option for the Town of Southampton.

5.6.2 Bulk Incineration with Energy Recovery

Long Island already hosts several Waste-to-Energy facilities including but not limited to Islip and Hempstead. Locating and permitting a new bulk incineration facility in Southampton is not considered feasible. If such a facility were to be considered it would likely be a regional facility serving the entire east end of Long Island and better located in a more central location, such as Riverhead. At this time, it is not considered a viable alternative for Southampton.

5.6.3 Biosolids, Food Waste and Organics

The Town of Southampton does not have formal management practices for biosolids. Residential and commercial wastewater is generally treated by on-site septic systems, or in developments or larger properties, by small privately owned and operated package wastewater treatment plants. All of these systems are privately owned and operated. Biosolids from these facilities are typically handled by private vendors that haul the waste to the Town of Riverhead Scavenger Plant or the Suffolk County Bergen Point WWTP for disposal and treatment. The Town will be including an industry communication program to begin to quantify the amount of biosolid movement within the Town. Suffolk County

currently licenses waste haulers, so there may be an opportunity for shared services in information gathering. This will be included in the Town's implementation schedule.

5.6.4 Food Scraps

Based on the NYSDEC's model, 2010 data indicates that Food Scrap makes up approximately 13.5 percent of the total waste stream (approximately 10,200 tons). Currently, Southampton has no means of separating food scraps from the general MSW waste stream or any method for managing food scraps, should they be separated.

The most recent methods for managing food scraps is to begin management 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 Southampton, all commercial and institutional wastes are 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. Most grocery stores and supermarkets already separate food scraps just as most restaurants manage food scraps and cooking oil separately from their general waste stream.

Solid waste from Southampton's large institutions such as colleges and prisons also use the private sector to manage solid wastes. Each public facility is required by NYS law to provide an individual solid waste management plan for each facility.

For the general population, educational programs that focus on back yard composting are effective in progressive communities. Since the majority of Southampton residents use on-site septic systems, they are typically encouraged not to use sink disposals and the benefits of backyard composting are twofold.

Curbside collection of food scraps is gaining some traction in some cities such as San Francisco, California, and Portland Oregon; On the east coast to a lesser extent. However, since Southampton does not have a local wastewater treatment plant or Anaerobic Digester any food scraps collected would have to be hauled to a distant facility, which may make it cost prohibitive.

While anaerobic digestion has become a preferred management strategy for biosolids and potentially food waste and other organics, the high cost of the technology is prohibitive on a scale useful strictly for Southampton. Any anaerobic digestion facility or large scale food composting facility will likely need to be a regional facility serving the entire east end of Long Island.

In 2013, Long Island Compost/American Organic Energy Company announced that they were going to develop a large-scale commercial anaerobic digester on Long Island. The project was estimated to cost \$50M and received a NYSERDA Grant for \$1.53M as well as other funding offsets. The digester will be constructed in Yaphank and will have produce products including electricity, RNG, compost, and treated wastewater. When this regional facility is operational, it will provide the Town of Southampton a viable option for an end-user of any food waste and organic collection program.

Once the facility is operational, this will provide the Town of Southampton the opportunity to consider an amendment to the Solid Waste Management Plan to include food scraps recycling. This would be envisioned as a separate PAYT bag depending on the costs associated with disposal. The logistics of the

program will be dependent on how the facility can receive food wastes, and the environmental issues associated with the Town's collection of same.

5.6.5 Composting

Southampton currently has a successful composting facility that sells as much as 6,400 tons of compost each year. The current composition calculator indicates that the Town generates approximately 4,923 tons of leaves and grass, pruning trimmings per year. Currently there is no plan to expand this facility.

5.6.6 Material Recycling Facility (MRF)

The Town of Southampton operates four (4) Transfer Stations and currently contracts with various local disposal companies, recycling companies and end-use receivers, to accept solid wastes and recyclables. Recyclables are source separated and the Town operated transfer stations regularly achieve a recycling rate of over 40 percent. Because of this high recycling rate, further processing via a MRF located within the Town of Southampton is not considered a financially viable option at this time.

5.6.7 Single Stream Recycling

The Town of Brookhaven contracted with Green Stream Recycling and opened a single stream recycling facility in 2014. When considering this as an option, criteria discussed included the financial impact of marketing of the separate recyclables vs. the revenue generated from the Single Stream recyclables, need for equipment, and the potential increase in recycling rates. The Town had opted to continue dual stream recycling, and by the end of 2018 due to receiving vendors such as China imposing strict contamination rates, along with increased costs due to transportation, The Town of Brookhaven ceased the single stream recycling program.

5.6.8 Curbside Collection

While the extensive Alternatives Analysis conducted indicated that clear preference of the Town to continue to provide solid waste services via Transfer Stations, there is discussion regarding forming Solid Waste Districts. The Flanders Riverside Northampton Community Advisory Committee requested the Town to investigate the potential of an isolated garbage district pilot program for their community. The Town issued a Request for Proposal for the development of pricing for potential curbside collection services ("Garbage District") in this small area. Bids were received in 2015. Due to select community opposition, the Town chose to reject the bids and continue current operations. See Appendix C.

Section 6

Integrated System Selection (2016 – 2026)

In 2011, the Town Council unanimously approved to proceed with Alternative 1 as the preferred Solid Waste Management Plan. While this plan has been updated to continue with Alternative 1, the Town reserves the option to make changes to the plan as new technologies and new potential shared service opportunities are made available. This alternative will continue current solid waste operations with the addition of permitting and tracking of private carters. In addition, the Town Council also decided to continue to evaluate operational efficiencies in solid waste management while further developing education and outreach programs. The following outlines the 2016 – 2026 solid waste management approach for the Town of Southampton.

6.1 Selected Solid Waste Management Plan

While operations have changed significantly in the last 20 years, from local landfill closure to continued advancement of recycling operations, the current approach to solid waste management has been consistent and that approach has provided residents with a level of service, cost, seasonality, and flexibility of choice that is acceptable for permanent and seasonal residents. Thus, from the alternative analysis outlined in Section 5 of this report, the alternative selected reflects a continuation of current practices with some improvements to promote NYSDEC 2026 overall waste reduction goals. The following outlines the selected alternative in detail.

6.1.1 Continue Solid Waste Operations

Currently, the Town operates four (4) transfer stations that incorporate a PAYT program. MSW, recyclables, yard waste, and other specialty waste items, as outlined in Sections 1 through 4 of this report, are accepted at Town facilities. This system has worked well for residents and, with some modifications as detailed herein, is the selected alternative for the next 10 years.

6.1.2 Recyclables Recovery Program

The Town currently operates a Pay-As-You-Throw (PAYT) program that incentivizes recycling by charging for each bag of MSW while accepting recyclables free of charge. Currently metals, white goods, bulky items, commingled containers, paper, cardboard, and construction and demolition debris are accepted at some or all Town-operated transfer stations. Because of the consistently high recycling rate at Town facilities, this program will be continued unchanged.

6.1.2.1 Metals, White Goods, and Bulky Items

Metals and white goods, otherwise termed as scrap metal, include miscellaneous post-consumer steel products including washing machines, dryers, air conditioners, automobiles, and other bulky ferrous products. Bulky items and scrap metal are collected at Hampton Bays and North Sea transfer stations, where items are collected in a general area and handled by Town staff to a secondary receiving facility.

In 2016, approximately 481 tons of metal were collected in Southampton, accounting for 11.8% of all recycled material. Gershow Recycling Corporation paid between \$66 and \$100 per ton for all material received in 2016 (depending on refrigerant) . It is anticipated that metals will continue to be collected at similar volumes through the maturity of this SWMP.

6.1.2.2 Commingled Containers

Commingled containers include a variety of plastic resins and glass, of which PET and HDPE are recycled on the secondary market. Containers are collected at each of the four Town transfer stations, where they are separated from other recycling and waste streams by residents into a single collection trailer.

Once full, trailers with commingled containers are transported approximately 47 miles to the Town of Islip, where they are separated and sold to secondary purchasers. Southampton pays the Town of Islip \$21 per ton to take commingled containers, though the rate varies depending on market conditions.

In 2016, more than 1,300 tons of commingled containers were sent to the Town of Islip. This accounted for approximately 32% of the total weight of recycled materials collected and it is anticipated that commingled containers will continue current volumes through the maturity of this SWMP.

6.1.2.3 Mixed Paper

Mixed paper includes magazines, newspapers, flat board, office paper, junk mail, and other common forms of office and home use standard paper. Currently, mixed paper is collected at each of the four transfer stations, where residents drop off in one of the three recycling trailers located on site.

Once the on-site trailer is full, mixed paper is transported for disposal, traveling an average of 35 miles, depending on the market price at receiving facilities. In 2016, the Town saved approximately \$42.50 per ton for mixed paper, over the cost of disposing of this material as refuse MSW.

In 2016, almost 1,215 tons of mixed paper was collected at Southampton transfer stations, accounting for approximately 63% of all recyclables. It is anticipated that paper will continue at comparable volumes through maturity of this SWMP in 2026.

6.1.2.4 Corrugated Cardboard

Corrugated cardboard is comprised of one corrugated layer surrounded by two flat layers of brown paper, making it a stiff material that does not bend or tear easily. Currently, as with mixed paper and commingled containers, cardboard is collected at all four transfer stations in a dedicated trailer.

Full trailers are transported to a receiving facility based on market conditions and travel distance. On average, cardboard was transported approximately 30 miles to one of four receiving facilities that saved the Town \$85 per ton of cardboard versus the cost of disposal at an MSW disposal facility.

In 2016, 932 tons of corrugated cardboard were received by facilities in Southampton, accounting for approximately 23% of all recyclables collected. It is estimated that similar volumes will continue to be collected through the maturity of this SWMP.

6.1.2.5 Construction & Demolition Debris

Construction and demolition (C&D) debris, including all wood, and other miscellaneous debris generated during such activities, accounted for 23% of all recyclable materials in 2016 (including C&D). More than 1,200 tons, was collected at the North Sea transfer station alone. Currently, there is no purchasing market for this waste stream; however it is collected and repurposed by the Town of Brookhaven. Currently, the Town delivers its C&D materials primarily to Brookhaven, which is approximately 30 miles each way.

6.1.2.6 Other Existing Recycling Programs and Initiatives

In addition to mature market recycling programs, Southampton also has several small scale initiatives which will be continued:

- The Town adopted a single use plastic bag ban in 2014.
- Regularly updated, accessible, public-friendly website which includes information on fee schedules, recycling center information, S.T.O.P. day information, and the Local SWMP;
- Revolving S.T.O.P. days at various locations within the Town to allow ease of access for residents; The Town will investigate the possibility of integrating a pharmaceutical take back program with the STOP day events.
- In addition to existing programs and initiatives, the following recycling programs are currently in development:
 - A comprehensive program for recycling in all municipal buildings
 - Active partnerships with schools to encourage recycling and enhancement recycling programs
 - Expanding promotion of recycling services offered within the Town, including e-waste recycling for businesses
 - Increasing recycling at local libraries, parks, and schools
 - Working with the County, and several entities within the Town to educate and accept unused (unregulated) pharmaceuticals, including the Police Department and other local private entities including Southrifty Drug Store (also accepts used eye glasses), Southampton Hospital (sharps only), and Peconic Bay Medical Center. Residents are encouraged to visit these facilities as needed

6.1.3 Organics Recovery Program

For the last 20 years, Southampton has managed a source separated leaf and yard waste program, as outlined in Section 3. Hampton Bays, North Sea, and Westhampton stations are registered to collect and process up to 10,000 tons of yard waste per year.

6.1.3.1 Leaf and Yard Waste

Local mandatory source separation laws were amended in 1988 to include leaf and yard waste. At that time, private carters were required to collect leaf and yard waste along with MSW and recycling.

Three of the four transfer stations collect leaf and yard waste from residents and the Town Highway Department from spring and fall yard clean up. Leaves are formed into windrows where they are cured and aged into a final processed compost product. As outlined in Section 3 of this SWMP, most accepted brush is shredded then cured and aged in windrows into a finished mulch product. Once complete, compost can be picked up for free by residents, or purchased by local companies. Due to increased inflow of yardwaste in 2018, the Town began discussions of pursuing a permit for the Hampton Bays facility, with the remaining to follow. The permitted facility will incorporate best management practices to reduce environmental impact of yardwaste composting operations.

Through 2026, the Town will continue to refine and improve the compost curing process, identify areas for improved efficiency, further develop education and outreach to raise residential awareness, and continue to develop the strategy and approach to accepting, developing, and marketing this service for the benefit of residents. It is anticipated that the Town will continue to receive volumes within the limits of the permit, however if the time comes where that limitation prevents further collection of organic waste, the Town will re-evaluate its allotment and make adjustments or appeals to regulatory authorities as needed. Education and outreach will continue to be an essential component to the marketing of leaf collection and compost sales within the Town, including outreach to small commercial operators, local businesses, and institutions within Southampton.

6.1.4 Infrastructure Needs

The Town will continue to oversee the PAYT program through operations at each of the four Town transfer stations. The following will be managed as part of the ongoing management of solid waste operations in Southampton:

- All facilities will be kept clean and free of debris, whenever possible, for the benefit of residents utilizing the stations
- All equipment, such as tractors, compactors, and earth movers, will be mechanically maintained and, when necessary, replaced or upgraded
- MSW trailers and hauler vehicles will be maintained to ensure safe transport of all MSW from Southampton to receiving facilities
- Roads, entryways, and access points for the transfer stations will be maintained to ensure safe entry to the transfer stations
- Any additional equipment, containment structures, and buildings will be maintained to allow for a safe and healthy work environment for the Town employees and contractors who work at these facilities
- The Town will continue to investigate the feasibility of bringing three phase power to the North Sea Facility

- The Town has implemented a staff training program to educate staff on policies, regulations and operations to ensure safe, efficient and compliant operation at the stations
- Development of new daily sheets to better quantify incoming bulk items, C& D items, and the removal of clothing donation bins
- Town Operational Infrastructure to Reduce Waste
 - Town is moving towards more fuel efficient vehicles as well as electric vehicles to reduce the fuel / petro chemicals needed to maintain the fleet. This is financially more efficient, reduces waste in regards to lubricant containers and such, it also reduces the potential for hazardous spills with reduced volume of petro - chemical used.
 - The Town will be working towards consolidating two fueling stations (one underground, one above ground) to one above ground system. This has the potential to reduce environmental liability, truck trips to fill the tanks which will reduce air pollution which results in stormwater pollution.
 - The Town has converted many of its paper applications to electric fillable forms which reduces paper wastes.
 - The Town has deployed more convenient recycling containers to satellite Town facilities to increase recycling at the Town level.
 - The Town has decreased the amount of aggregate in de-icing functions of Town Roads, this reduces the amount of street sweepings and drainage cleaning spoils.
 - The Town updates lighting at facilities from fluorescent bulbs to LED bulbs during renovations to reduce Universal Waste and mercury from fluorescent bulbs and ballasts.
 - The Town updates restrooms at Town facilities with paperless hand dryers during renovations to reduce paper waste from hand washing and motion detecting faucets to reduce the amount of water wasted. In addition low flow toilet flushometer and water less urinals serve to reduce wasted water.
 - Provided some paper shred events for sensitive documents to the constituents.
 - The Town Parks Department has installed solar powered waste compacting receptacles at Parks and Beaches.
 - Concentrated custodial cleaning supplies are purchased and mixed with water on site to reduce bulk shipping and container wastes.

The Town will strive to continuously evaluate and improve infrastructure when the benefits outweigh costs, and to provide a positive experience at each publicly owned facility.

6.1.5 Stewardship and Partnership

The Town will continue to be supportive of Product Stewardship or extended producer responsibility. This has a financial incentive for private business and manufacturers to take physical and/or financial responsibility for the recycling or proper disposal of products and/or packaging.

The Town will also focus more on opportunities to work with goal orientated organizations to promote waste reduction, reuse of materials, recycling, and education and outreach. The Town currently works with many of these organizations, and will work towards progressing measures stated in the Implementation Plan with partnerships to increase effectiveness of programs.

6.2 Modifications to the Solid Waste Management Plan

Southampton is constantly improving the solid waste management practices in an effort to provide the most cost effective and highest quality services to their residents. Proposed pilot programs are described below.

6.2.1 Permit and Track Private Curbside Collection Carters

In order to better understand (and work to improve) the recycling rates and overall MSW production within Southampton, the Town has developed and will be implementing a permitting system for all private carters operating within the Town. This program will require haulers to provide accurate and timely information on MSW collection and recycling rates of their customers. This program has been developed with input from private carters currently operating in Southampton in order to best frame a program that works for both groups.

Residents will continue to contract directly with carters, but the carters will be required to obtain a permit to operate in Southampton. Conditions of obtaining the permit could include: mandatory recycling, reporting MSW and recycling tonnage, as well as other administrative and legal requirements.

The Town will initiate the permitting and tracking program through revisions to Code Chapter 205 (renamed Waste Management). The Town held five roundtable discussions with private carters, and held two (2) public hearing on March 10, 2015 and April 14, 2015. Final code revisions were adopted by the Town Board in 2015.

The code revisions established provided, standards and minimum qualifications to obtain a permit. Private carters will be made aware of the new requirement to obtain a permit and must be given enough time to understand and comply with the new standards. Minimum requirements to obtain a permit include:

- A list of all vehicles, including vehicle license numbers that the applicant intends to utilize for the collection of Solid Waste and Recyclables in the Town of Southampton;
- The names and addresses of all partners, limited or otherwise, if applicant is a partnership and all officers and directors and shareholders, if the applicant is a corporation, etc.

- A detailed account of the total estimated weight of refuse and recyclables by type within the last 12 months collected by the applicant within the Town of Southampton;
- A copy of the Suffolk County Department of Health Services permit issued to the carter for garbage to be transported in the body trucks and their identified disposal locations. Said permit shall include the list of authorized trucks to be operated by the carter;
- For non SCDHS permitted vehicles, the carter shall provide a list of vehicles to be used within the Town of Southampton, identifying the following information: make, year, model of chassis, body style, volume, tonnage capacity, color and NYS vehicle registration number for each vehicle used;
- All permit applications and annual reports shall require a copy of valid vehicle registrations;
- The type of material(s) intended to be hauled by the applicant (i.e. MSW, Recyclables, Construction and Demolition Debris).

Each permit application will be reviewed and approved by the Town.

When the permits are issued, the Town will receive and review recycling data and develop reports to be submitted to NYSDEC. The Town will also monitor the carters to ensure they are conforming to the permit requirements. This program is scheduled to be implemented in 2019. It is recognized that the initial Code revisions, do not capture waste information on all waste streams generated within the Town, however, the Town will entertain further code revisions in the future as it deems necessary to comply with the Plan.

6.2.2 Operational Budget for Public Education and Outreach for Sustainable Goals.

The Town will allocate funding for public education and outreach for sustainability items included in the Sustainability Plan including Waste Management. Public Education to educate residential land owners/renters, institutional and commercial property owners on opportunities in Waste Management to facilitate increased recycling by enhanced communication with private carters. Technology has advanced to such a degree that if generators move to a system of disposal cost based on weight rather by the per pick up model, it could serve to reduce costs by promoting reduction of waste, and more recycling.

6.2.3 Small Local Business and/or Carter Access to Transfer Stations

The current SWMP states the transfer stations are for residential self-haulers only. As part of the Town's review of the Private Carter comments from public forums and meetings with industry representatives, the Town recognized the industries desire/need for a more local transfer station for recyclables to increase volume, save time and money and to provide better service to their customer base. While it is also recognized that the existing Transfer Stations, do not provide adequate circulation, separation between residential and commercial, and lack tipping/loading areas, the Town will look for opportunities beyond the Town's existing four Transfer Stations for opportunities involving private carters and small local businesses. The Town will be investigating the potential local government shared service programs, as well as limited access for small local business recycling accounts. A Working Group

comprised of business owners, Solid Waste Advisory Committee (SWAC) Members, and Town personnel and officials, will be organized to discuss options.

6.2.4 Future Expanded Waste Reduction and Recycling Programs and Initiatives

Southampton will assess the feasibility of several expanded initiatives over the course of this SWMP. These initiatives include (but are not limited to):

- Single use bag ban in the Town of Southampton (began on April 22, 2015 (Earth Day));
- Consider local code amendment to restrict use of expanded polystyrene, plastic straws and stirrers.
- Continue deployment of additional solar powered recycling bins in parks and beaches
- Extending partnerships to local schools, businesses, apartment and co-op complexes, to establish cooperative or supportive recycling programs
- Offering Town reusable shopping bags (currently available for purchase at several local retailers)
- Beginning school e-waste recycling
- Reusing Toner Cartridges
- Introducing adopt-a-bike (for reuse only)
- Paperless Offices/Permit Applications (currently available)
- Education programs for Styrofoam cups and food packaging

All initiatives are subject to funding and staff limitations.

6.2.5 Food Waste

As previously described in Chapter 5, in 2013, Long Island Compost announced that they were going to develop a large-scale commercial anaerobic digester (AD) on Long Island. This digester will be constructed in Yaphank and will have process products including electricity, RNG, compost, and treated wastewater. When this regional facility is operational, it will provide the Town of Southampton a viable option for an end-user of any food waste and organic collection programs.

If the Town's initial assessment determines this to be to the benefit to residents and the necessary regulatory and physical infrastructure exists, a plan will be developed to further study the potential for collecting, processing, and marketing food scraps in Southampton.

Education and outreach will continue to focus on residents and commercial entities managing home-scale or on-site composting as well as any and all services that the Town will offer in support.

6.2.6 Traffic Studies

In an effort to improve service to residents, the Town will conduct a traffic survey at each transfer station. Data to be collected will include traffic counts and rate of traffic with respect to time and day. The results of this survey will be used to analyze potential adjustments to the hours of operation and management of each location to best allocate Town resources. It is expected that traffic studies will be conducted at each of the transfer stations over the next three years.

6.2.7 Marine Plastic

The Town has recycled marine plastic in the past, and has partnered with recyclers of bulk thin plastics to transport to receiving facilities. This material is typically used to cover boats during the winter months. As a boating community, Southampton generates a large amount of this material annually. The Town will explore applying for the NYSDEC Division of Materials Management, Bureau of Permitting and Planning, Recycling Grant money, for a dedicated processing baler for marine plastic.

6.3 Continued Role of the Private Sector

The role of the private sector to continue to manage collection and transport of the majority of residential and commercial MSW in Southampton is not likely to change over the planning period. Private haulers will be required to comply with local regulations, including abiding by the mandatory recycling ordinance, collection and acceptance of yard and leaf waste, and will maintain active and current permits. Carters will be aware of the requirements of their permit, provide accurate MSW, recycling, and additional reporting information, as requested by the Town, to ensure compliance with their assigned permit. In addition, the private sector is asked to continue to provide the fair and even service it has offered to the residents of the Town of Southampton for more than 20 years.

6.4 Notification to the Private Sector

The Town will continue to work with the private sector, including but not limited to Private Haulers, Construction Demolition Firms, Commercial, Institutional and Industrial land use groups, to better understand how they use, reduce, recycle and dispose of waste. The Town recognizes the need for this information, and the desire to continually move in a sustainable pathway towards reducing wastes in Southampton.

Section 7

Implementation Schedule

7.1 Previously Implemented Changes

Over the years, the Town has continued to make adjustments and improvements to the solid waste management practices. The following Table 7-1 is a summary of improvements and changes made since the original SWMP.

**Table 7-1
Improvements and Changes Since 1995**

<i>Year Initiated</i>	<i>Description of Change</i>
1995	PAYT Initiated
	Recycling Coordinator Position Created/Filled
1996	North Sea Landfill (NSL) Closed for Waste Disposal
	Enterprise Fund Initiated
1997-1998	NSL Cell 3 Capped
	Upgraded Leachate Collection at NSL
	NSL Cell 4 and Lagoon Area Designated as Park Land
	Hampton Bays Transfer Station (HBTS) Upgrades Complete
	Great East-End Clean-Up (GEECU) Initiated
	Sold 500 Home Composting Units
	Pilot Program on Video Surveillance
1999-2000	Leaf & Yard Waste Recycling Program Initiated
	Sold 300 Home Composting Units
	HBTS Begins to Accept Bulky Items
	Freon Gas Recovery Program Initiated
2001-2002	S.T.O.P Program Initiated; Closed permanent HHW Facility
	Sold 200 Home Composting Units Annually
	E-Waste Program Study
2003-2004	Sold 200 Home Composting Units Annually
	E-Waste Program Initiated
	Leaf & Yard Waste Recycling Expanded to 3 Transfer Stations
2005-2006	Solid Waste Division Director Appointed
	Disposal and Recycling Contracts Renewed
2007-2008	Permanent E-Waste Facility at North Sea Transfer Station (NSTS) Opened
	NSTS Sustainability Capital Improvements
	Vehicle Batteries Accepted at S.T.O.P. Days Only
	Discontinued Home Compost Unit Sales
2009-2010	NSTS Major Site Improvements
	SWMP Update Consultant Hired (CDM Smith)
2011-2012	SWMP Alternatives Analysis Conducted
	Met with 5 Private Curbside Collection Carters to Discuss Potential Permitting and Tracking Program
	Submitted 2011-2025 SWMP (December 8, 2011)
	Seed to Plant Stop & Swap Initiated
2012-2014	Developing Comprehensive Recycling Program for Municipal Buildings
	Revitalizing the Education and Outreach Program
	Initiating E-Waste Recycling for Businesses
	Received NYSDEC Comments on Draft 2011-2025 SWMP
	Enacted Town-wide Ban on Single Use Plastic Bags

7.2 Future Implementation Schedule

As detailed previously, all four (4) transfer stations will continue as they currently operate with some minor adjustment to improve efficiency and recycling quality and quantity. Any minor adjustments to operations will be undertaken outside of this SWMP, as conditions and needs change, and will be summarized in annual reports.

In addition to normal Operation and Maintenance (O&M) as well as responding to the inevitable emergency repairs, the Town will implement several new initiatives as part of the implementation of the 2016-2026 SWMP as shown in Table 7-2.

7.3 Waste and Recycling Projections

The NYSDEC MSW CCAP model estimates 2016 total waste generation based on full time residents (not adjusted for seasonality) of 56,790 at 54,604 tons. The model is based on the Town density population distribution being 16.08% Rural (58% residential, 42% commercial/institutional) and 83.92% being suburban (55% residential/ 45% commercial/institutional). This breakdown is very generic and does not necessarily reflect actual Town land use, this will be updated as more information is gathered and processed. The CCAP estimates the 2026 population to be 60,572 and a total waste generation at 49,417 tons; reflecting a varying degree of factors including increased MSW diversion due to increased recycling, reduction of products of packaging, and elimination of certain products of manufacture. Due to the unique circumstances that surround the Town of Southampton, specifically the seasonality of population and the current lack of information on approximately 85% of the waste stream it is difficult to develop reliable estimates of future recycling projections other than for the Town controlled solid waste operations.

The Town understands this lack of data and is taking steps to begin to obtain this information. As indicated, the Town is beginning a program to permit and track private carters operating within the Town limits.

The Town used the NYSDEC MSW CCAP model to generate MSW estimates using 2016 as a base year. In 2016, the Town had an estimated full-time population of 58,318 persons (not corrected for seasonality). Finally, the model was finally run starting with 2016 and continuing through 2026 using population projections while holding the 5.14 lbs./day/person generation rate constant. While the Town feels that this generation rate is high, it is also a conservative value given the limited data existing on the full Town waste trends.

2016 through 2026 Projections

The NYSDEC CCAP model was used to estimate waste generation and recycling through the planning period; 2016 through 2026. Based on the model, and a full time population, not accounting for seasonality increases from 58,318 people in 2016 to 60,572 in 2026. The projected generation rates based on a 5.14 lb/person/day, and reductions in diversion accounting for packaging reduction, material reduction, reusing of materials and recycling of materials is projected to be at 54,717 tons in 2016 to 48,860 tons in 2026. This reflects an approximately 3.5% increase in population and an approximate 10.5% reduction in waste generation.

As explained previously, with no recycling data available from the private section of waste management it is difficult to approximate on-going recycling efforts, let alone predict future recycling. However, in 2015 Southampton introduced new legislation to begin permitting and tracking private carters and eventually be in a position to affect change in the private sector. In 2017, the Town began developing databases of land use to begin a voluntary based information gathering effort on the land use owners.

The Town of Southampton will continue its aggressive community outreach and education programs to improve recycling rates. Southampton will track and adjust the model based on actual tonnage data received from the transfer stations and private haulers and report progress to NYSDEC through future annual reports.

The NYSDEC CCAP 2016-2026 model is included in Appendix A.

Section 8

Laws and Regulations

8.1 State Regulations

Solid waste management in NY State falls under the Title 6 NYCRR Part 360 Regulations by which the State sets design standards and operational criteria for all solid waste management facilities. NYSDEC is currently revising these regulations. The Town will continue to follow the Part 360 Regulations which regulate all four (4) Transfer Stations and will follow any revisions that pertain to their facilities or operations.

8.2 Local Legislation

8.2.1 Single Use Bag Ban

Southampton has continued to take a lead in Solid Waste Management in New York State. In December 2014, Southampton (and the neighboring Town of East Hampton) adopted a Code that banned single use plastic bags. As of April 22, 2015 (Earth Day), retail establishments are prohibited from using single use plastic bags under 2.25 mils in thickness. In addition, paper bags will be required to be made of 100% recyclable material and must have the words “reusable” and “recyclable” printed on the bag.

8.2.2 Clean Fill

In November 2014, Southampton adopted a Code Amendment to Chapter 123 (Building Construction) to add a new article VII entitled, “Fill Composition Certification”. The intent of this legislation is to enhance measures intended to protect the quality of surface waters and ground waters, and to ensure that any fill placed on a property is not contaminated with petroleum products, volatile organic compounds, or other hazardous material.

8.2.3 Stormwater Waste - Water Quality Enhancements - to Mitigate Waste Effects in Waterways

In 2010 and later modified, Southampton adopted Code Chapter 285 Stormwater Management and Erosion and Sediment Control and Code Chapter 285A Storm Sewers which establishes minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the residents, by regulating construction sites to provide adequate drainage, erosion control, hazardous materials, and waste management while a site and/or subdivision is under construction. These codes also prohibit any illicit discharge into the Town drainage infrastructure, or Town Highway Right of Way including but not limited to failing individual sewage treatment systems.

8.2.4 Innovative and Alternative On Site Wastewater Treatment Systems

In 2016 and 2017 Southampton adopted Code Amendments to Code Chapter 140 and 123, Community Preservation Fund (CPF), and Building Construction. The amendment to Chapter 140 allows for a certain percentage of the Town CPF funding to be set aside on an annual basis for water quality improvement projects including but not limited to innovative and alternative on site sanitary systems with the goal of reducing nitrogen in adjacent waterways, habitat restoration, stormwater management, and innovative projects with goal of decreasing nitrogen in groundwater flows tending towards the Town's sensitive waterbodies and affecting aquatic life. The amendment to Code Chapter 123 requires the installation of Innovative and Alternative on site waste water treatment systems on particular residential projects within sensitive groundwater discharge zones as identified by Suffolk County and the Town of Southampton.

8.2.5 Hydraulic Fracturing

In 2014 Southampton adopted Code Chapter 157 Hydraulic Fracturing which prohibited the introduction of natural gas waste into any wastewater treatment facility within Southampton which is either privately operated or operated by the Town. In addition, this code prohibits the sale or acceptance of natural gas waste within the Town, and the application of natural gas waste on any road or real property within Southampton.

8.2.6 Littering and Handbills

Southampton adopted a Code Chapter dedicated to littering and handbills which prohibits littering and dumping of garbage in non-designated disposal areas. This was an effort to assist in deterring illegal dumping.

8.2.7 Permit and Track Carters

In order to achieve the goals set forth in this SWMP, in 2015, the Town adopted code amendments to Town Code Chapter 205 Waste Management that allows the Town to require each private curbside collection carter operating within Southampton to obtain a permit. The permit will require carters to provide the Town with information regarding how much waste is collected, where the waste is hauled for processing and disposal, and what recycling is offered and how material is being recycled.

8.2.3 Other Legislation

The Town will review current codes which apply to Solid Waste Management to determine if additional adjustments are necessary in order to conform to this SWMP. Codes, including those which require participation in leaf and yard waste removal and/or recycling, will be modified, as necessary, to conform to the 2016-2026 SWMP. Any changes will follow the aforementioned process of collaboration among divisions and communication with citizen action groups.

Town of Southampton Town Code Chapter 205 Waste Management Code is included as Appendix D.

Section 9

Conclusion

The Town strives to continuously improve their solid waste management program. This is reflected in the overall average of 43 percent recycling rate achieved by the Town operated Transfer Stations (not including C&D and Yard Waste) between 2006 and 2016.

This 2016 -2026 SWMP was developed in cooperation with the Town Council, Department of Municipal Works - Solid Waste Division, and with support from the Solid Waste Advisory Committee. The program largely echoes the program shifts detailed in the 1990 Solid Waste Management Plan and subsequent modification in 1995. In addition, new program elements identified herein will be pursued and developed as outlined in Sections 6, 7, and 8.

The largest expected change anticipated in this 2016-2026 SWMP is that the Town will begin to permit and track curbside collections carters operating within its borders. The Town will require carters to submit MSW and recycling data as a condition of their permit. The data provided will allow the Town to better understand the seasonality and types of wastes managed by the private sector. The Town will initiate this change after the 2016-2026 SWMP is approved by NYSDEC. Code revisions were adopted in 2015 and the program will begin 2018. This effort along with a data gathering effort of businesses operating within the Town will be evaluated (expected in 2019). The Town will continue to make recommendations to improve recycling amongst the private carters, if necessary.

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 with participation in multi-stream recycling, organic matter composting, and education and outreach to increase awareness of the role consumers have in the waste cycle. Some of the goals, particularly in terms of overall recycling participation, have surpassed state guidelines, others, including overall reduction with privately carted waste, will be implemented over the course of several years following adoption of this plan, while the remaining, in terms of overall waste reduction, will be the basis for which outreach campaigns and citizen participation programs will be continuously revised throughout the conclusion of this SWMP.

APPENDIX A

NEW YORK STATE DEC MSW CCAP MODEL

1. Population and Municipal Solid Waste Composition Calculator

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	Town of Southampton
Planning Period	2017-2026

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.

Town of Southampton

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):

Leave this cell blank:

The planning unit Average MSW Generation Rate (lb/person/day) is:

Leave this cell blank:

The amount of MSW Generated and the planning unit Average MSW Generation Rate are unknown.

	MSW Generated (Tons/yr)	Generation Rate (lb/person/day)
The amount of MSW Generated (Tons/yr) in the planning unit is	-	-
The planning unit Average MSW Generation Rate (lb/person/day) is	-	-
The amount of MSW Generated and the planning unit Average MSW Generation Rate are unknown	54,604.08	5.15

Period Selection

	2016	
Planning unit Population (Year Selected)	58,097	
MSW Generated (Tons/yr)	80,000.00	**If total tons of MSW Generated in the planning unit is unknown, use the State Average Generation Rate
Planning unit Average MSW Generation (lb/person/day)	7.55	
Planning unit Average MSW Generation (lb/person/day)	3.50	**If planning unit Average Generation is unknown, use total tons of MSW Generated in the Planning Unit
MSW Generated (Tons/yr)	37,109.57	
State Average MSW Generation (lb/person/day)	5.15	**If planning unit Average Generation and total MSW Generation are unknown, use State Average Generation of 4.1 lb/person/day
MSW Generated (Tons/yr) (estimated)	54,604.08	

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.

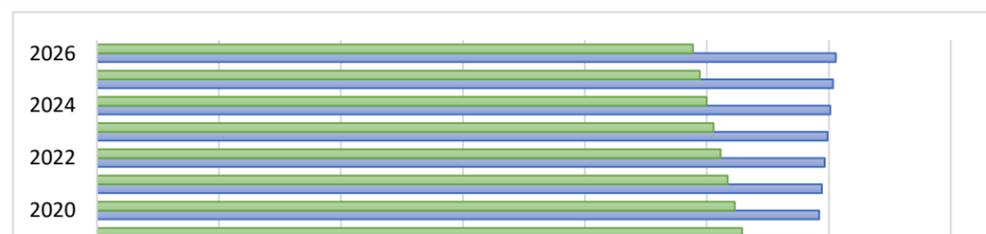
Note:

- 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

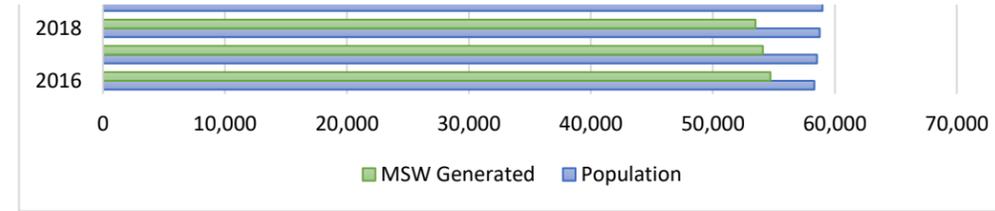
Town of Southampton

2017-2026

Current Data	
2010 Population Census	56,790
2016 Population	58,097
2016 MSW Generated (Tons/yr)	54,604
2016 MSW generation rate (Lb/person/day)	5.15



2016 MSW Disposed (Tons/yr)	100,000
2016 MSW Diverted (Tons/yr)	-45,396



Annual rate of population growth (%)	0.38%
--------------------------------------	-------

Population Projection										
2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
58,318	58,540	58,762	58,985	59,209	59,434	59,660	59,887	60,115	60,343	60,572

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)	1.5%
-----------------------------	------

MSW generation rate (Lb/person/day)	5.14
-------------------------------------	------

MSW Generation Projection											
2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
5.14	5.06	4.99	4.91	4.84	4.77	4.70	4.62	4.56	4.49	4.42	(Lb/person/day)
54,717	54,101	53,492	52,890	52,295	51,706	51,124	50,548	49,979	49,417	48,860	Tons/yr

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.

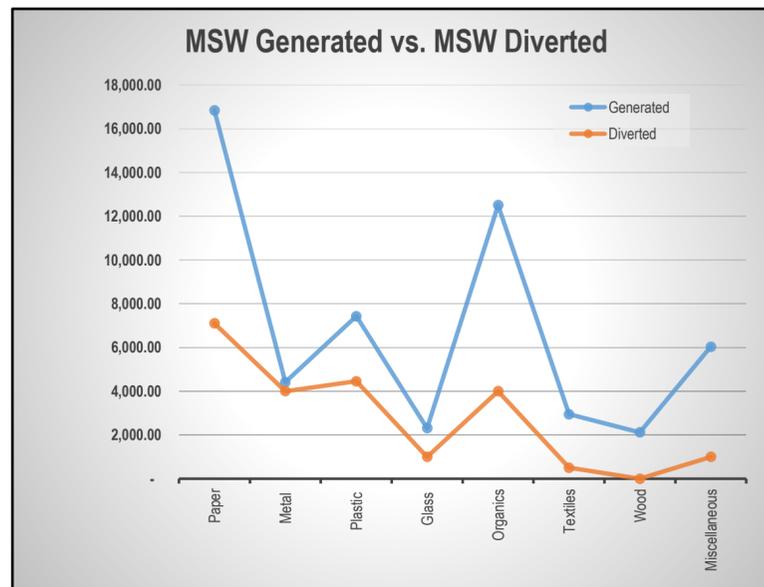
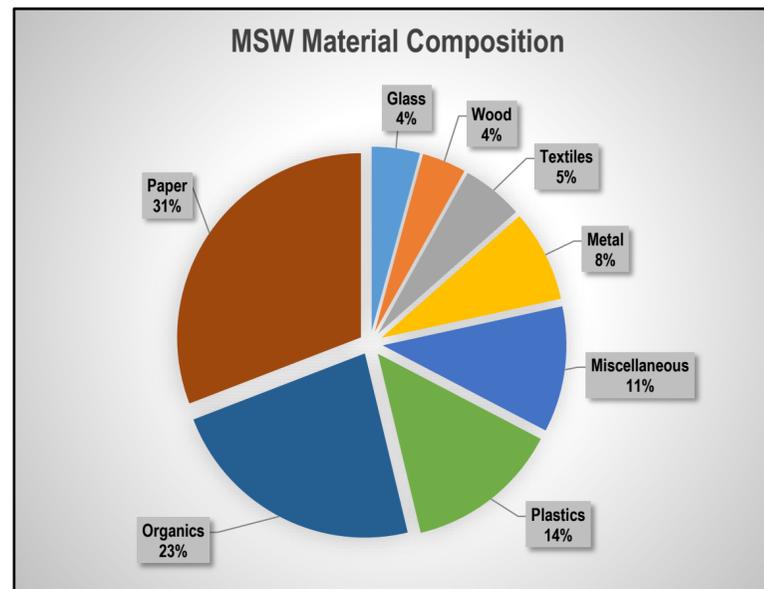
The total tons of MSW diverted per year will be auto populated based on previous data inputs, while the amount tons diverted for each material by category should be populated by the user. Purple cells should be used for amounts of diverted waste by type of material, and a totaled number by category (e.g. 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.

Town of Southampton

2017-2026

		2016		
		MSW Materials Composition (%)	MSW Generated (Tons)	MSW Diverted (Tons)
Material		100.0%	54,604	-45,396
Paper	Newspaper	3.6%	1,987	600
	Corrugated Cardboard	9.8%	5,378	2,500
	Other Recyclable Paper (Total)	10.9%	5,947	2,500
	Other Compostable Paper	6.5%	3,530	1,500
	Total Paper	30.8%	16,842	7,100
Metal	Ferrous/Aluminum Containers (Total)	1.5%	844	700
	Other Ferrous Metals	5.3%	2,920	2,700
	Other Non-Ferrous Metals (Total)	1.2%	646	600
	Total Metals	8.1%	4,410	4,000
Plastic	PET Containers	0.9%	477	295
	HDPE Containers	0.8%	449	263
	Other Plastic (3-7) Containers	0.2%	106	65
	Film Plastic	5.7%	3,090	1,864
	Other Plastic (Total)	6.1%	3,306	1,973
	Total Plastics	13.6%	7,428	4,460
Glass	Glass Bottles, Jars and Containers	3.9%	2,115	928
	Other Glass (Flat glass, dishware, light bulbs, etc.)	0.4%	198	95
	Total Glass	4.2%	2,314	1,000
Organics	Food Scraps	13.9%	7,585	1,566
	Leaves and Grass / Pruning and Trimmings	9.0%	4,923	2,434
	Total Organics	22.9%	12,507	4,000
Textiles	Clothing Footwear, Towels, Sheets	3.9%	2,114	361
	Carpet	1.5%	836	138
	Total Textiles	5.4%	2,950	500
Wood	Total Wood (Pallets, crates, adulterated and non-adulterated wood)	3.9%	2,117	0
Miscellaneous	DIY Construction & Renovation Materials	4.0%	2,202	426
	Diapers	1.7%	914	0
	Electronics	1.6%	872	170
	Tires	1.6%	875	170
	HHW	0.3%	182	32
	Soils and Fines	0.2%	119	22
	Other Composite Materials - Durable and/or inert	1.6%	872	180
	Total Miscellaneous	11.1%	6,036	1,000
Total		100.0%	54,604	22,060



APPENDIX B

1. SOUTHAMPTON 400+ SUSTAINABILITY ELEMENT
2. GUIDE FOR WASTE DISPOSAL, REUSE AND RECYCLING

December 2013

Southampton 400+ Sustainability Element

Addendum to the
Town of Southampton
Comprehensive Plan

ACKNOWLEDGEMENTS

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December 2013

Southampton 400+ Sustainability Element Addendum to the Town of Southampton Comprehensive Plan



CONTENTS

MISSION STATEMENT	9
EXECUTIVE SUMMARY	11
PART I: VISION AND APPROACH	16
PART II: PLAN	34
Education	36
Water	42
Economics	54
Land Use	60
Transportation / Air Quality	66
Energy & Carbon	76
Green Buildings	84
Waste	90
Quality of Life	98
Stewardship	104





GLOSSARY OF ACRONYMS

AFV:	Alternate-fuel vehicle
ASHRAE:	American Society of Heating, Refrigerating and Air-Conditioning Engineers
CAP:	Climate Action Plan
CDC:	Centers for Disease Control
CPBLUP:	Central Pine Barrens Land Use Plan
CPF:	Community Preservation Fund
DEC:	Department of Environmental Conservation
DHS:	Department of Human Services
DLM:	Department of Land Management
DOT:	Department of Transportation
ESCO:	Energy Service Company
E-Waste:	Electronic Waste
GIB:	Green Infrastructure & Buildings (category in LEED ND Framework)
GIS:	Geographic Information System
GHG:	Greenhouse gas
GJGNY:	Green Jobs Green New York
HERS:	Home Energy Rating System
HHW:	Household Hazardous Waste
HMV:	High-mileage vehicle
IMP:	Integrated Pest Management
kWh:	Kilowatt Hour (1,000 watt-hours)
NPD:	Neighborhood Pattern & Design (category in LEED ND Framework)
LED:	Light-emitting diode
LEED:	Leadership in Energy and Environmental Design, a third-party certification program
LEED-CI:	LEED for Commercial Interiors
LEED-EB:	LEED for Existing Buildings
LEED-NC:	LEED for New Construction
LEED-ND:	LEED for Neighborhood Development
LIPA:	Long Island Power Authority
LWRP:	Local Waterfront Revitalization Program
NYSERDA:	New York State Energy Reserach and Development Authority
PDD:	Planning, Design, and Development
PV:	Photovoltaic
REC:	Renewable Energy Credit
RRAD:	Residential Receiving Area District
SEEDS:	Sustainable East End Development Strategies
SSI:	Sustainable Sites Initiative
SWMP:	Solid Waste Management Plan
TOS:	Town of Southampton
VOC:	Volatile Organic Compound
VMT:	Vehicle Miles Traveled





MISSION STATEMENT

June 25, 2013

Wanting to maintain the unique characteristics that define the Town of Southampton, specifically, its scenic vistas, maritime heritage, agricultural heritage and culture, vibrant hamlet centers and unsurpassed beaches, the Town of Southampton wishes to insure the future of the Town. Recognizing and respecting individual property rights, as well as the intent to retain and reaffirm our ability to define our own destiny through local jurisdiction, the “Southampton 400+” Sustainability Plan (“The Plan”) seeks to do this. While the term “sustainability” may have global application in other non-town documents, the term as used herein is not in furtherance of those global objectives but is meant to directly apply to the resilience of our local community. The term is relevant only in the context of our local environment and how we can, maintaining our local jurisdiction, best meet the needs of our community in an ever changing context.

It is important to note, that while adopting this as an Element of the Comprehensive Plan, we do so with the knowledge and intent that the goals are aspirational and that tactics identified which pertain to policy matters, legislation and budgetary issues will have to be addressed, debated and and/or deliberated upon separately in the context of future circumstances. The 1999 Update similarly recognizes that the recommendations and policies must be applied in ways that will vary for each hamlet and business center, based upon the physical characteristics, zoning, demand, tax base and other hamlet conditions, including the priorities of local citizenry and businesses.

The intent of the Plan is that it be used in the Planning and Land Use process and provide the means by which the Town may set sustainable priorities via suggestions or recommended actions to consider with mechanisms for measuring success. Potential funding sources for tactics within the plan, as with all policy implementations would include budgetary surplus, grant opportunities (which grants shall be readily available for review and any assurances or other obligations associated with same shall be fully disclosed) and all other viable mechanisms, which would all be the subject of public vetting through a due process.

The Plan sees the potential for possible governmental participation through legislation and the ability of government to act as a facilitator particularly in the area of education. In some areas, its goals are ambitious but decidedly so to encourage a continued desire to improve and progress.

Sustainability, as used in the Plan should be read in the context of “sustaining”, namely to sustain the beauty, culture and history that have made our Town among the most desirable places to live and vacation. For those of us who live and work here, this document should be seen as a way to preserve the essence of the Town in perpetuity so that what we treasure most will remain for generations to come.



Join in the **Great Greening**
of Southampton-Kickoff
on October 24, 2009



www.southamptontownny.gov



EXECUTIVE SUMMARY

Southampton 400+ has been prepared as a component of the Town of Southampton's Comprehensive Plan in order to incorporate the emerging field of sustainability planning into that document. It consists of three distinct components:

1. A brief, up front narrative section, Vision & Approach, containing:
 - An introduction and vision statement for a sustainable Southampton
 - A description of the process used to prepare the plan
 - A guide to the plan's structure and functionality
 - A discussion of plan implementation and tracking
2. An Action Plan, consisting of recommended strategies to address sustainability in 10 topic areas. Each topic area features:
 - Introductory comments on the significance of the category to sustainability
 - A goal statement for the category
 - An account of how sustainability initiatives in the category meet "triple bottom line" standards of supporting economic, environmental, and social values
 - Recommended initiatives, including both existing initiatives that require continuance and enhancement and proposed new projects
 - A set of recommended strategies presented in a matrix format
3. An Appendix containing:
 - A Precedents Study of sustainability initiatives in comparable communities around the country
 - Context maps
 - Documentation of a Town workshop to collect input on the plan, including the workshop presentation
 - References & Resources

VISION & APPROACH

THE VISION

Southampton Town aspires to be a healthy and green community in a sustainable world as it approaches its 400th anniversary in 2040. A sustainable Southampton is one where the advantages, delights, and unique cultural and natural features of our region are available and accessible to all its residents, regardless of age, race, or socio-economic status. A sustainable Southampton retains

and strengthens the region's core attractions – farmlands, woodlands, estuaries, and walkable village centers. The goal here is not nostalgia. The goal is strengthening regional quality of life using 21st century technologies and services in the building, health care, energy, arts and entertainment, transportation, and other economic sectors. In a sustainable Southampton, chemicals of concern use are minimized, wildlife corridors are maintained, our vital water resources are restored, and residents have the resources needed for maintaining good health.

GUIDING PRINCIPLES

The plan sets forth sustainable precepts to direct the Town of Southampton throughout its current and future circumstances, irrespective of changes in, focus areas, tactics, or leadership. These are:

1. HEALTHY AND RESILIENT COMMUNITIES AND NATURAL SYSTEMS

To achieve these, the Town will need to:

- Minimize human degradation of natural systems.
- Improve the health and vitality of fisheries and agricultural lands.
- Reduce dependence on man-made persistent chemicals and synthetic substances.
- Reduce wasteful use of natural materials.
- Reduce fossil fuel dependence.
- Create and sustain vibrant hamlets as centers of economic prosperity, culture, and learning.

2. SUSTAINABLE EDUCATION AND LITERACY

Sustainable education and literacy is essential to the Plan's implementation and underlies many of the Plan's recommendations.

3. TRANSPARENCY

Transparency in developing, communicating, and tracking the progress of the Plan will keep it alive and meaningful, and support ongoing implementation.

4. TRIPLE BOTTOM LINE

The Triple Bottom Line is an increasingly common approach to sustainable development that looks at each action from the standpoint of economic, social and environmental benefits.



THE PROCESS

Southampton 400+ was initiated by the Sustainable Southampton Green Committee, with funding from a US Department of Energy grant. An RFP was issued seeking a consultant to prepare the plan and Perkins+Will (P+W), an international green urban design and architecture firm, was selected from a field of a dozen respondents. Due to project constraints, it was determined that the focus of this Sustainability Element would be an Action Plan, based on a matrix comparable to the one in the Town's Comprehensive Plan. Plan goals, objectives and strategies were developed based on information drawn from workshops, focus groups, stakeholder interviews, existing and adopted Town plans, and precedents from other communities nationwide. The Sustainable Southampton Green Committee reviewed plan drafts prior to its submission to the Town Board for adoption. Additional public review and outreach is recommended in order to generate buy-in and commitment to plan implementation.

PLAN STRUCTURE AND ADAPTABILITY

At the heart of this Sustainability Element is a series of matrices, which are targeted action plans for each of 10 Focus Areas. These matrices set forth the recommended actions (Tactics) with columns providing such details as tracking numbers, a brief description, implementation mechanisms, responsibility, potential implementation partners, whether the action will have an impact on greenhouse gas production (and may be culled for inclusion in a Climate Action Plan), and references to implementation resources, include internet links. There are two formats for the matrix – a print version and an editable database. The database will allow Town staff to update the action plan on an ongoing basis, as well as use the “filter” and “search” functions to sort and customize the data.

IMPLEMENTATION AND TRACKING

The concept of sustainability is constantly growing and evolving, and this plan should grow and evolve with it — e.g. incorporating references to new technologies, new approaches to infrastructure, new government and private sector programs, and new third party standards for energy efficiency and sustainable development, among other things. A system should be put in place for managing the plan, overseeing its implementation, tracking and reporting on progress, and making updates. Proposed elements of that system include Town Board leadership, designated staff with responsibility for plan oversight, resource allocation for plan initiatives, Green Committee involvement, and the development of a culture of sustainability in Town government-in which each department and division commits to sustainable initiatives. An updated Action Plan section of this document should be prepared and submitted to the Town Board every two years, or as the need arises.

ACTION PLAN

The Action Plan component of this plan contains dozens of recommended tactics for pursuing sustainability in all Town operations and municipal activities, as well as promoting sustainable private sector initiatives and lifestyles. It is important to recognize that this is a long term plan and an aspirational plan, and as such may appear overambitious. However, given the importance of sustainability, it was determined to retain proposed actions so they may be considered as resources become available, circumstances change or opportunities arise.

This executive summary presents the goal for each focus area of the plan, and recommendation highlights. These were selected as plan priorities based on a combination of factors including whether they build upon and expand existing initiatives, may be readily implemented, address a pressing issue, or present an exciting or inspiring direction.

EDUCATION

GOAL: Use fact-based education as a tool to advance awareness, generate civic engagement and support meaningful change. Conduct education activities that will fuel government action, and promote sustainable lifestyles on the part of Town resident and visitors.

TACTIC HIGHLIGHTS:

- Expand the Sustainable Southampton Green Committee website to provide a full range of resources on green living in Southampton, with links to information on recycling resources, alternative transportation, energy saving programs (i.e. Green Homes), etc.
- Craft a community outreach and education program to include media relations, special events, coordination with civic groups and local institutions, identification and prioritization of issues and campaigns, and development of informational materials.

WATER

GOAL: Restore and protect the Town's ground and surface waters to ensure their ability to support public health and the maritime, recreational and resort activities that underpin Southampton's way of life and economy.

TACTIC HIGHLIGHTS:

- Expand Suffolk County Clean Water Coalition activities and participation.
- Continue to pursue development of a septic inspection program consistent with State and County regulations, and funding opportunities for upgrades to failing systems.

ECONOMICS

GOAL: Achieve a resilient and diversified local economy where economic benefits are shared across the community. Recognizing that the economy and environment are inextricably linked, pursue economic health through sustainable practices for existing economic sectors, continued development of green businesses, and increased reliance on locally produced goods and services.

TACTIC HIGHLIGHTS:

- Promote the Town's "Safe and Sustainable" procurement policy, which supports sustainable businesses and stimulates demand for local and sustainable products, for use by the Town's private sector businesses.
- Expand the use of the Town's website to encourage and inform sustainable business practices.
- Continue and expand upon the "green-label" system as implemented in "A Greener Southampton". Build upon the existing "A Greener Southampton" business and public education reuse and recycle consumer campaign.

LAND USE

GOAL: Achieve land development and redevelopment that preserves Southampton's rural and maritime heritage, and reinforces the interdependence of traditional development patterns characterized by the interdependence of compact and walkable village and hamlet centers with surrounding open space and managed landscapes, agricultural uses, and accessible coastal areas.

TACTIC HIGHLIGHTS:

- Broaden, strengthen and promote the voluntary transfer of development rights (TDRs) where appropriate in order to shift new development away from sensitive vacant lands and open spaces toward walkable village and hamlet centers.
- Develop a Climate change Adaptation Plan for making the Town resilient in the face of anticipated sea level rise and increased extreme weather events.
- Consider passing a zoning ordinance encouraging shade devices and paving materials with an SRI index of at least 29 and/or install open-grid pavements systems that are at least 50% pervious to mitigate heat island effects and facilitate stormwater recharge.



Earth DAY in the Town of Southampton

TRANSPORTATION & AIR QUALITY

GOAL: Reduce transportation impacts on environmental quality, greenhouse gas emissions and public safety through the promotion of alternative modes including walking, biking, transit, higher vehicle occupancies, and low-emission/alternate fuel vehicles.

TACTIC HIGHLIGHTS:

- Complete and implement where appropriate the Complete Streets Policy
- Encourage the increased use of bicycling as an alternative transportation mode by providing bicycle safety education and tools, and signage, maps and bicycle parking at train stations, hamlet centers, schools, beach access points, and other destinations.

ENERGY / CARBON

GOAL: Become carbon neutral through a combination of conservation, efficiency, and alternative energy sources.

TACTIC HIGHLIGHTS:

- Develop a Climate Action Plan.
- Consider proceeding to the next step on the Town's ESCO energy audit in order to realize new efficiencies, cost savings, and provide municipal leadership on energy-saving retrofits.
- Consider amending the zoning code to allow the development of commercial-scale renewable energy installations (e.g. "solar farms") with appropriate location and site plan controls.

GREEN BUILDINGS

GOAL: Promote new development that minimizes the carbon footprint of building construction, renovation and operations, that provides a healthy environment for occupants, and that utilize natural systems to support a high quality of life.

TACTIC HIGHLIGHTS:

- Establish a system for regular (i.e. biennial) evaluation and updates to the Town's Energy Code, based on a review of LEED, Energy Star and other 3rd party certification standards, in order to keep up with advances in technology, and lower costs/increased feasibility.
- Consider amending Chapter 123 of the Town Code, Building Construction, to incorporate sections on green building practices beyond energy, such as materials, roofing, demolition, water use, etc., referencing third party rating systems such as LEED,

Green Globes, National Green Building Standard (ICC 700), etc., and establishing requirements and/or providing incentives for achieving specific rating levels. Any such amendment must comply with the New York State Building Code.

WASTE

GOAL: Achieve net zero waste production by minimizing waste production and treating waste as a resource rather than a byproduct.

TACTIC HIGHLIGHTS:

- Adopt and implement the 2011 Draft Solid Waste Management Plan
- Remove organic matter from the waste stream by developing a food waste composting program.

QUALITY OF LIFE

GOAL: Provide access for all Town residents to a healthy lifestyle including opportunities for active recreation, locally produced/organic food, safe drinking water, educational and cultural activities, community engagement, and personal fulfillment.

TACTIC HIGHLIGHTS:

- Develop a town-wide health challenge to encourage family wellness. For example, encourage residents to implement one healthier habit in their lives like eating fresh, locally grown food or increased walking. Teams comprised of families, civic groups, businesses, town employees, students, teachers, church groups, etc. can use an honor-system scorecard to track progress. Encourage local businesses to sponsor.
- Develop and provide seed funding for a façade and site improvement program to assist and encourage property owners to improve the appearance and sustainability of their properties.

STEWARDSHIP

GOAL: Ensure sustainable stewardship of the Town's natural, cultural, historic, and scenic resources, in both public and private ownership.

TACTIC HIGHLIGHTS:

- Consider adopting and implementing the recommendations of the 2012 Historic Districts study and consider amending the Town's regulations to facilitate their establishment.
- Identify all Town-owned vacant land and ensure there is a maintenance plan for each.



Town of Southampton Beach Bag Event





A blue-tinted photograph of a city street scene. The image shows a row of brick buildings with storefronts and awnings. Several people are walking on the sidewalk, and there are trees on the left side. The overall atmosphere is that of a busy urban environment.

Vision and Approach



Long Island



Town of Southampton

“Long Island’s impressive natural heritage and patterns of economic development present challenges that place this unique region at the forefront of the nation’s discussion on sustainability.”

-The New York League of Conservation Voters Education Fund

INTRODUCTION

Three hundred and seventy two years ago a small group of English settlers founded the Town of Southampton. Since its modest inception, Southampton has grown to be the largest and most populous of the eastern towns of Suffolk County as well as one of the premier seasonal resort communities in the United States.

People have always been attracted to Southampton because of its bountiful natural resources. For centuries, the town's economy depended upon the abundance of its fishing grounds and its rich farmland. In the 20th Century, the local economy shifted towards capitalizing on the beauty of Southampton. Now tourism and the vacation

home industry are the heart of the town's economy. Southampton's prosperity has always been dependent on its natural resources. Unfortunately, Southampton's natural resources are under significant stress. Now, rising sea level, coastal erosion, algae blooms, loss of upland and marine habitat are afflicting Southampton. These are challenges that the founders of Southampton could never imagine three centuries ago, but today's citizens of Southampton now have to face them and many more.

The people of Southampton decided to add this Sustainability Element to the Town's Comprehensive Master Plan. This addition of this Sustainability Element

EARLY HISTORY

first colonists land from Lynn, MA to establish Southampton as first English Settlement in state of New York		first leg of eastern extension of the Long Island Railroad into Southampton completed	
1640	1700	1800	1870
	development of maritime industries, the railroad, agriculture, and summer resorts		
			
	first regular subdivision: Sagaponack division		beach resorts developed at Westhampton Beach, Quogue, and Southampton Village

1640-1940

1940-TODAY

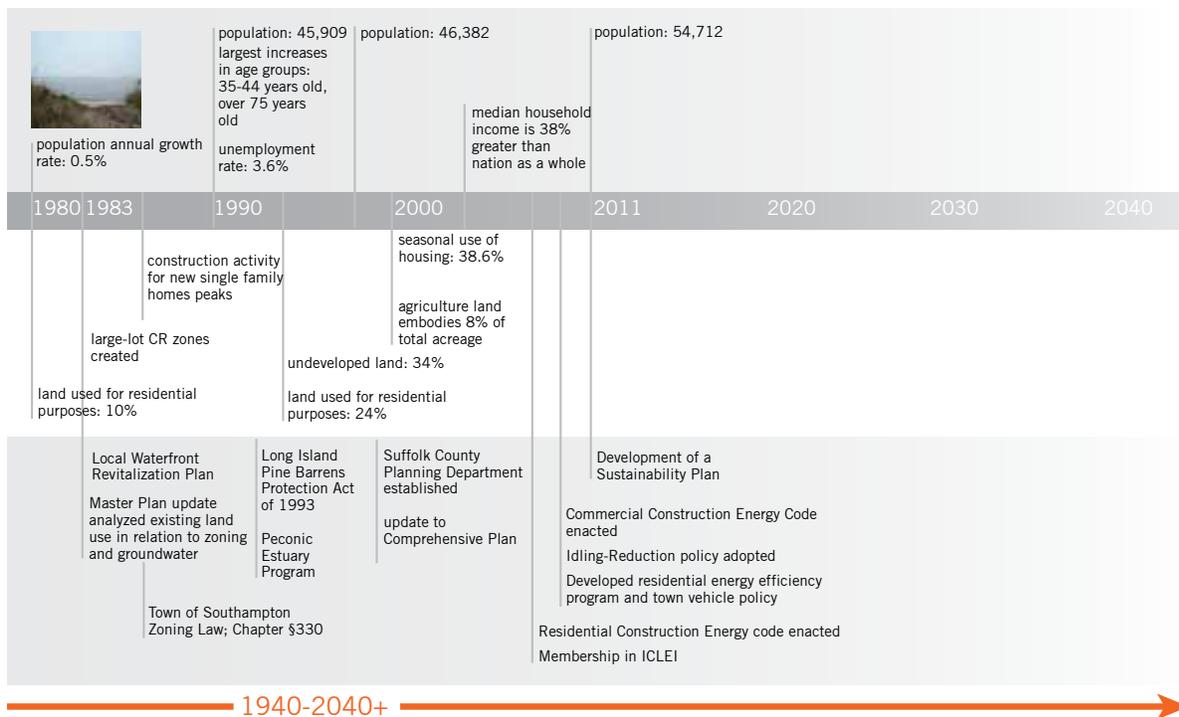
DEMOGRAPHIC TRENDS	population: 15,295					
			construction of sunrise highway spurs growth	population annual growth rate: 3.3%		
LAND USE TRENDS	1940	1952	1960	1966	1970	
				undeveloped land: 73%	land used for residential purposes: <4%	Master Plan for town projected patterns for sprawling residential growth
PLANNING HISTORY			first zoning ordinance approved		Comprehensive Planning begins Masterplan contains a two-part Survey and Analysis study: identifies a need to place limits on net density	
	first subdivision regulations enacted				comprehensive zoning amendment	

1940-TODAY

grows out of the realization that sustainability is not a lofty or discretionary endeavor for the Town, but rather is a necessary enterprise if Southampton is to remain the distinctive and cherished community that it is today. This document has been prepared to function as an element of the Town's Comprehensive Plan, ultimately ensuring that sustainability remains a core value and key part of Town's identity. In the last two decades, Southampton has implemented major initiatives that have made it a regional leader in sustainability and adoption of this plan will strengthen that position.

As a tool to systematically deliver sustainability in

Southampton, this Element complements and builds upon the existing vision goals of the Town's Comprehensive Plan: resource protection, meeting community needs, supporting the economy, and increasing transportation choices. This Element is also crafted to ensure that principles of the triple bottom line are incorporated into its fabric. To this end, each proposed action in this Element contributes to, or leads towards, a greater environmental, social, or economic good. This approach acknowledges the reality that the Town needs to promote growth and a vibrant business atmosphere, but it cannot come at cost of what makes Southampton a special place—its people and natural beauty.



VISION

Southampton Town aspires to be a healthy and green community in a sustainable world. This sustainability plan is named Southampton 400+ as way to acknowledge the rich 372 year history of the town and the need for this generation to ensure Southampton enters its fifth century in 2040 as a verdant, healthy, and thriving community. To achieve these aspirations the plan is constructed to deal directly with the economic, environmental, and social challenges of today and future decades. (See Figure 1 for additional information on the structure of the plan). Southampton Town cannot achieve its vision alone. Sustainable living will not only bring the Town into greater dialogue with neighboring communities but also communities around the world.

A sustainable Southampton is one where the advantages, delights, and unique cultural and natural features of our region are available and accessible to all its residents, regardless of income or other classifications. A sustainable Southampton retains and strengthens the region's core attractions – farmlands, woodlands, estuaries, and walkable village centers. The goal here is not nostalgia. The goal is strengthening regional quality of life using 21st century technologies and services in the building, health care, energy, arts and entertainment, transportation, and other economic sectors. In a sustainable Southampton, toxic chemical use is minimized, wildlife corridors are maintained, our vital water resources are restored, and residents have the resources needed for maintaining good health. Our creative challenge is to offer a high quality of life for current and future generations but with a much smaller carbon footprint.

GUIDING PRINCIPLES: BACKGROUND

Guiding Principles are a statement of the broad goals for this Sustainability Element. They capture the Town's values and provide direction to the plan and they are an extension of the Guiding Principles from 1999 Comprehensive Plan which are:

I. The Town will protect its Valuable Natural, Historic and Scenic Resources.

II. The Town will enhance the community through a variety of public facilities and programs designed to ensure that Southampton can meet the fullest range of needs for its entire community today and tomorrow.

III. The Town will maintain the existing nature of the local economy, while working to enhance the diversity of the economy for the future, particularly in the areas of tourism and the second home industry, by protecting the Town's character and quality of place.

IV. The Town will create more choices for residents in how they travel to and through Town, and will create a transportation system that works in tandem with land use to preserve a landscape of rural roads with distinct village and hamlet centers.

These principles remain relevant and at the forefront of Town activity. However, concerns such as Climate change, rising sea levels and the need for new sources of energy that have been gaining prominence in recent years indicate that these principles be augmented.

GUIDING PRINCIPLES FOR SOUTHAMPTON'S SUSTAINABILITY PLAN

The Guiding Principles in this section are the sustainable precepts that will direct the Town of Southampton throughout its current and future circumstances, irrespective of changes in its goals, focus areas, tactics, or the leadership.

HEALTHY AND RESILIENT COMMUNITIES AND NATURAL SYSTEMS

Southampton has a rich cultural and natural heritage.

The Town's landscapes and waterscapes are essential components of local quality of life. The success of the Town, its hamlets, and natural systems are highly interdependent. As such, the Town will need to:

1. Minimize human degradation of natural systems.
2. Improve the health and vitality of fisheries and agricultural lands.
3. Reduce dependence on man-made persistent chemicals and synthetic substances.
4. Reduce wasteful use of natural materials.
5. Reduce fossil fuel dependence.
6. Create and sustain vibrant hamlets as centers of economic prosperity, culture, and learning.

Sustainability depends upon resiliency and adaptation. In the event of a regional crisis, could the Town provide for its basic food and energy needs using local resources? In coming decades, the Town's hamlet's and natural systems will have to adapt to a wide array of natural phenomena, including storms, droughts, fires, flooding, and diseases. As the Town continues to green its economy, how can it improve the economic conditions of the lower income neighborhoods and communities?

People are at the core of any good sustainability plan. The people of Southampton represent a wide cultural spectrum, with diversity in age, race, socioeconomic status, and interests. The future of Southampton depends on the health, wellbeing, economic vitality, and happiness of all residents, employees, and visitors across these demographic spectrums. To that end, the Town will promote the health, wellness, and basic needs of everybody within its bounds fairly and efficiently.

SUSTAINABLE EDUCATION AND LITERACY

Knowledge is the arch stone of this proposal; without it the plan would collapse under the weight of its aspirations.

Education programs are the means to inform the residents, visitors, and employees of the Town of the sustainable challenges and opportunities that the South Fork of Long Island will encounter in coming decades. This plan will also serve as the mechanism to inform people of the Town of Southampton of the actions being taken to address these challenges.

TRANSPARENCY

Transparency is an essential factor in developing, communicating, and tracking the progress of Southampton's Sustainability Plan. A plan that fails to disclose its process, progress, and outcomes effectively jeopardizes its credibility. Transparency brings value to all stakeholders, as it demands accountability and honesty from all responsible parties.

TRIPLE BOTTOM LINE

The Triple Bottom Line is an increasingly common approach to sustainable development that addresses economic, social and environmental challenges. The Triple Bottom Line directs the Town away from traditional trade off practices (for example, economic gains at the expense of natural resources) by ensuring that town programs offer economic, environmental, and social benefits to its residents and other stakeholders. Furthermore, Town generated improvements should be fairly distributed among the local hamlets. This is typically accomplished by engaging a wider array of stakeholders in Town decision making. For example, proposals to promote job or small business creation should include representatives from the local educational systems, lower income, and minority communities. Also including environmental stewards in these conversations may initially slow down the decision making process, but the end result is typically a much higher quality proposal or policy; these stakeholders often have insights that significantly enhance the Town-wide benefits of the original proposal. The Town should establish clear metrics for meeting its Triple Bottom Line.



PROCESS

Southampton 400+ was developed based upon information drawn from public forums, focus groups, surveys, and previous community plans. The process was guided by the planning subcommittee of the Town's Green Committee, which included staff from the departments of Municipal Works and Land Management.

FUNDING

The Town of Southampton retained Perkins+Will, an internationally renowned green urban design and architecture firm, to assist the Green Committee in preparing this Sustainability Element. The consultants' work was fully funded through an Energy Efficiency & Conservation Block Grant (EECBG) from the US Department of Energy.

RESEARCH, INVESTIGATION, AND ANALYSIS

The project team initiated their work by investigating what makes Southampton a unique place. This task kicked-off with a site tour with the Town's project leadership and the project team. Bi-weekly calls to exchange and review information with the Town's professional staff and the Green Committee were held. This information included a wide range of materials from policies to Geographic Information System (GIS) maps. (For a complete list of resources and links, see the Appendix).

PARTICIPATION

"Southampton is a community built on a long tradition of stewardship" -Sustainability module workshop attendee

To ensure participation from the staff and officials who will be engaged in implementing this plan, the Supervisor's Office hosted a Visioning Workshop at Town Hall on December 6, 2011. Members of the Green committee as well as the subcommittee overseeing the project attended

the workshop. Also present were representatives from the full spectrum of Town departments, divisions, appointed boards and advisory committees. After a presentation on the project and preliminary research, stakeholders contributed to the development of what would become the ten focus areas of the plan. Through facilitated breakout sessions, the team gathered information on key areas of interest, benefits of addressing that area, consequences, and mechanisms of implementation, all of which contributed to shaping this plan. Materials used, and resulting from, this workshop are included in the Appendix.

Later on in the process, draft recommendations were reviewed with stakeholders in meetings with the Green Committee's planning subcommittee. The final report was reviewed by the full Green Committee, which provided both comments and portions of text, particularly for the document's Vision section. Ongoing outreach and stakeholder involvement is recommended as the plan moves to the implementation stage. With the assistance of the Department of Land Management, each of the Town's other departments reviewed and vetted the details of the plan that related to their respective areas of influence and control. This approach helped to ensure that the details of the Sustainability Element were understood and supported by the people that are primarily responsible for actualizing the plan.

PRECEDENTS STUDY

At the visioning workshop, the planning team presented precedent case studies from other communities for discussion. The intent of presenting these precedents was to share some of the key applicable lessons that might be applied to this sustainability plan. The precedents case studies were drawn from three different types of



Green Committee members participate in the Visioning Workshop, Dec. 6, 2011



Participants discuss Water at the Visioning Workshop, Dec. 6, 2011

sustainability plans: (1) Affinity communities that share a similar defining characteristic, such as a large seasonal swing in population, (2) Communities facing a similar environmental challenge such as rising sea levels, and (3) Communities that had an innovative approach worth noting. In total, the team referenced 22 communities and formally presented the five most compelling examples at the workshop. (For the complete Precedents Report, see the Appendix).

CREATING THE PLAN

Drawing on research and information gathered at the Visioning Workshop, the goals and aspirations for this Sustainability Element (Guiding Principles) were drafted. Also from this material, the Green Committee members and the project team choose ten key areas of concern (Focus Areas): Economics, Education, Energy & Carbon, Green Buildings, Land Use, Quality of Life, Stewardship, Transportation/ Air Quality, Waste, and Water. These Focus Areas address both typical planning issues such as land use as well as sustainability issues such as local food production that have not as yet been fully addressed in the Comprehensive Plan.

REVIEW

Plan drafts were reviewed by the Sustainability Element Sub-committee. The full Sustainable Southampton Green Committee reviewed the plan in later stages before its submission to the Town Board for adoption. Additional public outreach is recommended in order to generate buy-in and commitment to plan implementation, as well as to develop the partnerships necessary for success.



STRUCTURE OF THE PLAN

At the heart of this Sustainability Element is a series of matrices, which are targeted action plans for each Focus Area. These matrices delineate the recommended actions (Tactics). Within this basic framework, a series of tactics were developed for each of the Focus Areas. Each tactic is accompanied by details that make up the bulk of the sustainability strategy. These details include tracking numbers, a brief description, implementation mechanisms, initiation periods, responsibility, and other critical information. The complete list of columns included in the matrices is detailed below. The action plan format is used for this Sustainability Element in order to facilitate implementation and tracking, build on the 2011 updated action plan for the 1999 Comprehensive Plan Update, and make the most efficient use of the limited resources available for preparing the document.

Each tactic is crafted to address an environmental challenge, or facet of a challenge, that Southampton faces today. The tactics represent actions that can be performed by the Town, or others, which will contribute to a significant environmental improvement for the Town of Southampton. The intent of listing out individual tactics is to prescribe a systematic sustainability “Action Plan” for the next several decades. Tactics are also crafted to cover a spectrum of approaches from short-term to longterm, from no capital investment to high investment, and from low-tech to high-tech strategies. (See the “Means of Implementation” chart for more detail). The tactics are also a compilation of sustainable strategies, both existing and new.

PRINT VERSION AND DATABASE VERSION OF THE MATRIX

There are two formats for the matrices – a print version and an editable database. The print version, included in the bound final report, is also the version in the downloadable PDF. In it, not all data is visible in order to present the information clearly within the confines of a printed page. The database version is a tool for use by Town staff engaged in managing the plan’s implementation and

updates. It is an Excel formatted file that can function as a “living document” to be updated and modified as the plan progresses. As with the print version, in the database each Focus Area is partitioned off into separate tabs (sections). Within each tab, users will be able to use Excel’s “filter” and “search” functions to sort and customize the data. This can be done in two ways:

- For unique information - Such as language describing a specific tactic, a user will be able to use the search function (Ctrl F) to jump to individual cells containing specific words.
- For Standard information – Database users can sort and select tactics according to information contained in worksheet columns, such as Time Frame (e.g. to identify a subset of short term action items) or Responsibility (e.g. to select actions of relevance to a specific department or division). As noted, the database contains columns not present in the print version, which may also be sorted. For example, a selected of those tactics which have a “Yes” in the column for contributing to greenhouse gas production can be used to seed a Climate Action Plan.

Some columns are hidden to preserve readability and usability of the print version of the matrix. To Unhide Columns, select all columns, right-click, and chose: Unhide. The hidden columns are Sub-Topic, Contributes to GHG Emissions Reduction, and Relevant to Current Opportunity Current Opportunity. These columns allow the user to perform other searches, such as finding all the tactics that have a YES in the column: Contributes to GHG Emissions Reduction. The hidden columns are intended to aid municipal users in very precise searches when they are either the updating of the matrix or further constructing the implementation of a set tactics; accordingly, the hidden columns are not intended for general use by the public.

MATRIX BREAKDOWN

The following is a detail description of the matrix organization. As noted above, the matrices are divided into

a series of columns, which are grouped by theme. Starting from the left side of the chart:

DESCRIPTION COLUMNS

1. Tracking Number - Every tactic has a tracking number; this allows it to be easily found in the matrix and to be tracked in subsequent efforts.
2. Topic - Every tactic is sorted by a general topic or grouping. This is a broad classification of a tactic to facilitate searches and to help people quickly understand the overall tenor of a tactic.
3. Tactic (Action) – This column features a brief written description of the recommended action items or tactics. When possible the tactics are generally arranged sequentially in the order in which they need to occur. However, the actions are also grouped by topic. The order of placement in this column is not an indicator of priority.
4. Sector – This column identifies whether a tactic is relevant to the Municipal, Institutional, Commercial, and Residential sector or is germane to all. This will assist users in identifying stakeholders to be involved in this effort.
5. Opportunity for Private Sector, Individual or Volunteer Initiative – Tactics that can be implemented by private citizens or groups are noted in this column.

ADDITIONAL INFORMATION COLUMNS

6. Links – This provides the live, clickable, links to the reference information. These links are either to reference standards, plans that have enacted a similar strategy or other pertinent information.
7. Notes/ References – This column provides a brief description of the link(s) given and/or other additional information about the tactic.
8. Related Focus Area – This indicates a synergistic

relationship with another Focus Area. Often tactics in one Focus Area are directly or tangentially connected to another Focus Area.

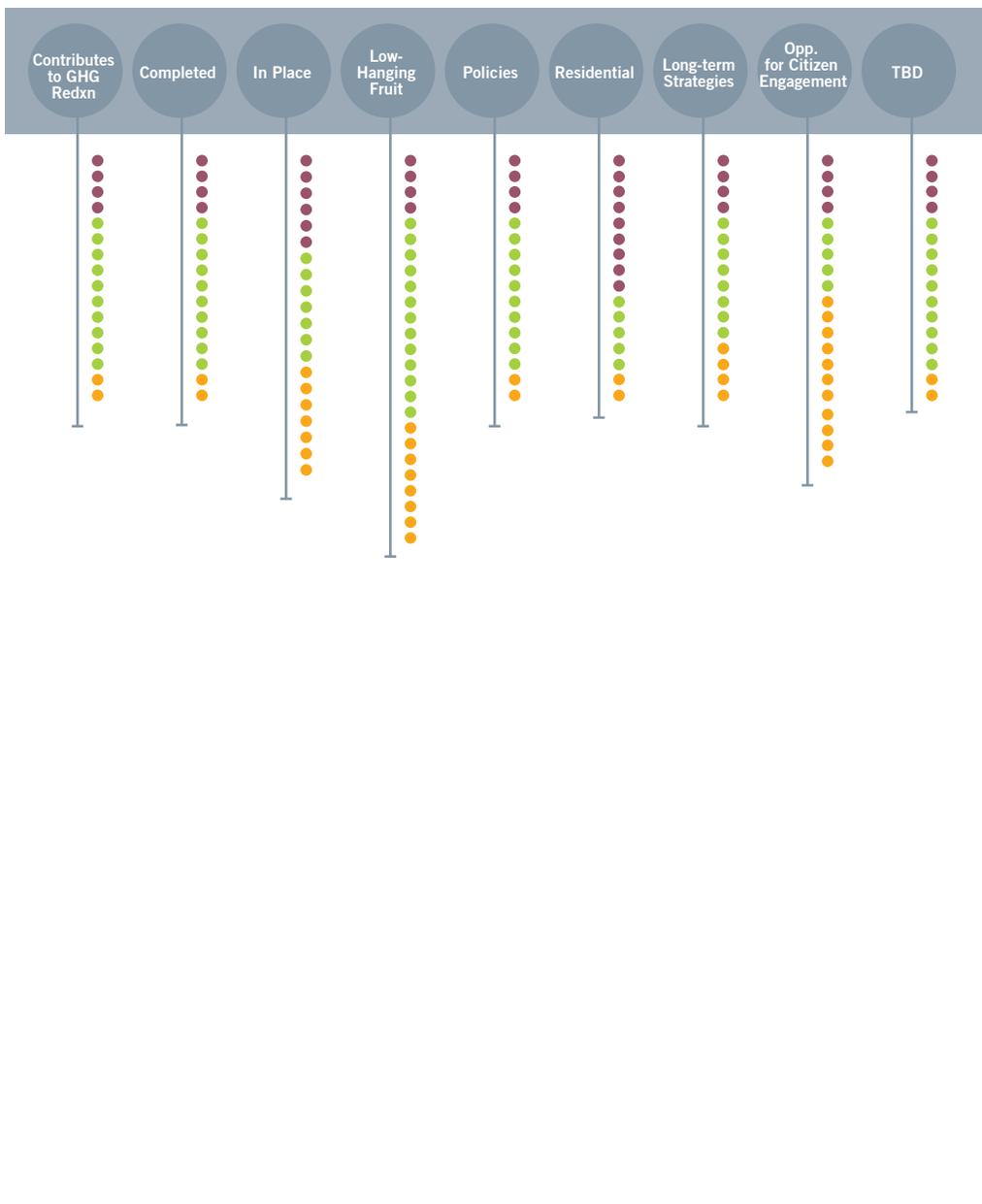
TRACKING

9. Recommend Timeframe for Initial Action – This column provides guidance on prioritizing the tactics by giving a timeframe for initiating work on each one. The recommend timeframes are based on such considerations as the need to sequence actions (some tactics need to occur before others), or the scale of the proposed endeavor, urgency, and feasibility (i.e. “low hanging fruit” is generally identified as short term). Large and complex tactics have been positioned to occur later in the plan to allow time to channel resources towards them.
10. Progress Tracking - This column allows for the status of action on the tactic to be updated as implementation progresses.

HIDDEN COLUMNS

11. Sub-Topic – Some topics have sub-topics that provide for a finer breakdown. This breakdown is particularly useful for multi-step tactics.
12. Contributes to GHG Emission – This column is intended to help easily identify tactics that will contribute to reducing the Greenhouse Gas Emissions and may be culled for inclusion in a climate action plan or other initiative related to reducing the Town’s carbon footprint.
13. Relevant to Current Opportunity – This column indicates whether the proposed tactic relates to an existing initiative or opportunity currently under way in the town. This column will facilitate municipal efforts to coordinate interrelated sustainable efforts.
14. Current Opportunity – For tactics with a Yes in the previous column, this one provides space for noting the specific relevant initiatives or opportunities.

SELECTED GROUPINGS / DATABASE "SORTS"



PLAN INTO PRACTICE

This plan is part of an ongoing process for making sustainability an integral part of Town operations, and for supporting sustainable practices in the private sector as well. The field of sustainability is growing and evolving, and this plan should grow and evolve with it — e.g. incorporating references to new technologies, new approaches to infrastructure, new government and private sector programs, and new third party standards for energy efficiency and sustainable development, among other things. As detailed in the description of plan structure, the Action Plan section of this document has been crafted to provide flexibility, allow for updates on implementation and status, the incorporation of new reference material, and the addition, deletion or modification of recommended tactics. To realize this utility, there needs to be a system in place for managing the plan, overseeing its implementation, tracking and reporting on progress, and making updates. Here are proposed elements of that system.

TOWN BOARD

The 1999 Comprehensive Plan includes a recommendation for a committee to oversee plan implementation, and the Town Board has taken on that role. As this Sustainability Plan is adopted as an element of the Comp Plan, the Town Board will ultimately be responsible for its implementation as well. To that end, the Town Board should:

- Establish sustainability as Town priority and direct all Town departments, divisions and staff to incorporate sustainable practices and implement the recommendations of this plan
- Ensure sufficient resources for plan implementation and management — staff, fiscal and organizational — and designate staff with responsibility for the plan
- Require regular reporting on plan implementation and progress; work sessions should be calendared in advance, with dates set at the beginning of each year, to promote compliance
- Require each Town department and division to address sustainability in their operational plans and reports to the Town Board

- Strive to make all Town Board actions consistent with this Sustainability Plan
- Modify the format of relevant Town Board resolutions so that impacts on sustainability are noted, in comparable fashion to the existing practice of indicating fiscal impact. Consider the “Triple Bottom Line” screen discussed elsewhere in this plan that reviews actions for their impacts to economic, environmental and social well-being.

PLAN CHAMPION

Every plan needs a champion to promote its implementation, maintain its visibility, and ensure that it stays off the shelf. This plan was initiated at the behest of the Sustainable Southampton Green Committee and guided by the planning subcommittee of that group. With the adoption of the Sustainability Element as a component of the Town’s Comprehensive Plan, the role of the planning subcommittee should shift from plan creation to plan champion, with responsibilities to include:

- Review of the Plan at regular meetings in order to: assess priorities and determine active tasks; track progress on active tasks; identify project needs; and determine the need for potential plan modification.
- Reporting on the Plan. The Committee should make presentations to the Town Board at regularly scheduled work sessions, at a minimum of twice yearly. Presentations should include a report on plan progress, activities of plan partners outside of Town Hall, project stumbling blocks and strategies to address them, potential plan amendments, and new initiatives to bring on line (i.e. recommendations that should be moved into the pipeline of active projects). Once such work session should take place prior to the Town’s budgeting process and include an assessment of financial needs for proposed implementation activities. [Note that while this plan does not include a cost analysis for the implementation for each individual tactic, an indication of potential cost magnitude is included in a column in the “Action Plan” matrices. This information should serve only as a means to gauge potential capital expenditures against opportunities for return on the investment.

Plan reporting should also be made to the general public, through updates to the Town website and the Green Committee pages on the site, and through the Green Committee's educational activities. The plan should be referenced at Committee events and activities in order to maintain visibility and community interest.

- Plan Advocacy. The Committee, working with the Town Board, should promote the Plan to potential implementers, including Town staff and officials, civic groups, locally active environmental organizations, etc. to encourage participation and, when possible, seek commitment for action on specific tactics.

PLAN ADMINISTRATION

Town staff support will be required for implementation and tracking. As the Department of Land Management is responsible for administration of the Comprehensive Plan, it should take on responsibility for this component as well. The Municipal Works Department, which includes the Office of Energy & Sustainability along with Building and Facilities, Waste Management, Engineering, and Intermodal Transportation, should also be a critical partner since many recommendations in the plan pertain to these divisions. The Office of Energy and Sustainability position created in 2010 with grant funding should be transitioned if possible into a permanent staff job. This will provide staff support for Green Committee activities, and for coordinating all Town sustainability efforts. In the event the position is not established as a permanent staff job, the Town should commit to provide those functions necessary to ensure implementation and administration of the sustainability policies and activities in this plan.

CULTURE OF SUSTAINABILITY

This plan proposes sustainability initiatives throughout Town operations, with implementation to be undertaken by most, if not all, Town departments and divisions. Each should be instructed by the Town Board to review this

document and prepare a short term implementation plan for the actions relevant to them. Regular department reports to the Town Board — whether written reports or reviews at Town Board work sessions — should include updates on these initiatives. The Department of Land Management and the Department of Municipal Works (which, as stated above, includes the Office of Energy and Sustainability) staff charged with maintaining the plan should be copied and/or informed of these updates so that appropriate changes can be made to the plan matrices.

In addition, Town department and division heads should meet regularly to discuss and report on their sustainability initiatives. Such information sharing may be added to existing scheduled gatherings of department and division heads, such as those convened by the Supervisor's office or the regular meetings of the Town's Facilities Committee. Alternatively, a separate staff advisory committee may be convened, comparable to the IT committee that provides interdepartmental input to the activities of the Town's Information Technology department.

SCHEDULED PLAN UPDATES AND AMENDMENTS

Things change, and no plan can predict exactly how. As noted above, this Sustainability Plan has been crafted to be flexible, allowing for regular updates and amendments. Details of this plan may also need to be changed. For example, standards referenced here may change or become obsolete. Additions, modifications, and changes in action priorities may come out of new environmental concerns, emergent technologies, or novel approaches to solve an environmental problem. Changes to this plan may also result from the public process, partners' input, and the complexities of implementation. An updated Action Plan section of this document should be prepared and submitted to the Town Board every two years, or as the need arises based on Town Board priorities and Green Committee monitoring and tracking.



SYNERGIES BETWEEN SYSTEMS

One way to look at the Action Plan matrices is from a systems based perspective. The Focus Areas are system classifications (either natural or man-made) which signify the primary subjects being addressed by the plan.

As many of the Focus Areas are linked, the plan purposely “buckets” the issues by systems in order to organize and simplify the information and to streamline the prioritization process. However, this does not reflect the full synergistic nature of the Focus Areas. For example, a tactic in the transportation focus area might be inextricably linked to a recommended land use policy. See the Synergies Between Systems diagram, which illustrates some of the key synergies between each of the ten focus areas. Additionally, there are many opportunities for the Town to “bundle” the tactics outside of their existing Focus Areas. For example, a program that addresses compost may pull together one or more tactics from waste, education, and quality of life. The plan encourages “bundling” tactics together to create viable and holistic programs. While individual tactics each deal with significant issues, their power lies in their aggregate and synergistic impact.





Plan

EDUCATION



INTRODUCTION

Knowledge is the keystone of this plan, since an understanding and appreciation of the challenges to sustaining Southampton's special character and quality of life are essential for fueling action to address those challenges. Education is also critical for promoting sustainable initiatives, whether by Town government, regional authorizes, or individuals.

GOAL

Use fact-based education as a tool to advance awareness, generate civic engagement and support meaningful change. Conduct education activities that will fuel government action, and promote sustainable lifestyles on the part of Town resident and visitors.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS Resident and visitors can use their purchasing power to support local and sustainable businesses.

SOCIAL Sustainability education fosters community engagement.

ENVIRONMENTAL Education can urge residents, visitors and Town employees to conserve resources, like water and energy.

TACTIC HIGHLIGHTS

Expand the Sustainable Southampton Green Committee website to provide a full range of resources on green living in Southampton, with links to information on recycling resources, alternative transportation, energy saving programs (i.e. Green Homes), etc.

Craft a community outreach and education program to include media relations, special events, coordination with civic groups and local institutions, identification and prioritization of issues and campaigns, and development of informational materials.

RELATED FOCUS AREAS

Economics, Quality of Life

EDUCATION TOPICS



EDUCATION

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Edu 001a	Ongoing educational programs - Town employees	Continue to craft community outreach and education programs for Green Committee implementation, to include media relations, special events, coordination with civic groups and local institutions (schools, museums), development of educational materials, identification and prioritization of issues and campaigns, etc.	Education Program	Green Committee Citizen's Response Center
Edu 001b	Ongoing educational programs - Town employees	Develop an sustainable operations training program that includes: (1) Initial "welcome" training + mandated annual refreshers for employees (2) Green building features, if any, of the office space or building (3) Efficient operation of systems and controls (4) Resource use & Town Operations procedures (e.g., recycling)	Training	Municipal Works, IT, Business Management, Safety
Edu 001c	Ongoing educational programs - Homeowners and other residents	Continue to participate in the GreenHomes program and seek to maintain activities with new funding sources fully disclosing such funding sources and any commitments prior to accepting them.	Program	
Edu 001d	Ongoing educational programs - Homeowners and other residents	Develop a sustainability education program for seasonal residents and tourists, with information on available alternative transportation modes, waste management options, sustainable home landscaping, local food sources, minimizing energy use in vacant buildings, etc. Promote through media (internet, pamphlets, tax bill inserts, etc.) and special events.	Educational program	Green Committee Office of Energy & Sustainability Citizen's Response Center
Edu 001e	Ongoing educational programs - Homeowners and other residents	Consider expanding the Sustainable Southampton Green Committee website to provide a full range of resources on green living in Southampton, with links to information on recycling resources, alternative transportation, energy saving programs (i.e. Green Homes), etc.	Program	Green Committee, Information Technology
Edu 001f	Ongoing educational programs - Business owners	Conduct outreach to business community on the economic benefits of sustainable business practices, incorporating the existing Green Certificate/Sticker program (see Economics).	Program	Green Committee, Business Management
Edu 002	Primary School education	Continue to support the Green Committee's education subcommittee working on public education through PSAs on our local Sea TV channel, the Town's website, library events, and other outreach programs	Program	Green Committee Office of Energy and Sustainability, Business Management
Edu 003	Educational signage	As green features are added to Town-owned buildings, properties, and infrastructure (e.g. street lights, trash cans, vehicles) provide code compliant informational signage to promote features to residents, visitors and businesses. Provide contact information to promote private-sector follow-up and replication.	Program	Green Committee
Edu 004	Food Production and Consumption	Provide information on local resources for locally-produced foods, composting, etc. to encourage their use	Educational program	Office of Energy and Sustainability, Planning, Ag. Advisory Committee
Edu 005	Outreach	Consider creating a PR template for Green Committee educational outreach.		

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Quality of Life	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
Local schools	All	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No					●					Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Green Homes Program	Residential	Yes					●					Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Hamptons Visitors Council, realtors (for distribution)	Residential	Yes					●					Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Green Homes Program	All	Yes					●					Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Southampton Business Alliance, Chambers of Commerce	Commercial	Yes				●	●		●			Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SEA TV	All	No					●					Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
CRC	Municipal	No					●					Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Cornell Cooperative Extension	All	Yes					●					Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hamptons Visitors Council, realtors (for distribution)	Municipal	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



EDUCATION

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Edu 001a	The program also presents an opportunity for private sector involvement, such as pro-bono PR.
Edu 001b	Recommendation # 12 -Residential; Report to Southampton Town Board from Southampton Green Committee May 8, 2009; One Planet Action Plan Sustainability Toolkit
Edu 001c	
Edu 001d	The Madison Sustainability Plan: Fostering Environmental; Economic and Social Resilience
Edu 001e	Natural Step: Embedding Sustainability into the Culture of Municipal Government; One Planet Action Plan: Sustainability Tool Kit
Edu 001f	Natural Capitalism Solutions
Edu 002	
Edu 003	Harvard University Office for Sustainability; NEED NC- Innovation in Design Credit
Edu 004	Eugene, OR. Progress: Action Update, 2012
Edu 005	

LINK(S)
http://www.oneplanetliving.net/take-action/companies-toolkit/
http://www.southamptontownny.gov/content/596/598/1518/3616/3618/default.aspx
http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf
http://www.thenaturalstep.org/en/canada/toolkits#municipalgovernment ; http://www.oneplanetvision.org/organisations/one-planet-action-plans/free-toolkit/
http://www.natcapsolutions.org
http://green.harvard.edu/theresource/new-construction/design-element/innovation-design
http://www.eugene-or.gov/portal/server.pt/gateway/PTARGS_0_321_370860_0_0_18/CEAP.ProgressReport.2011.WEB.pdf



WATER



INTRODUCTION

Clean water resources are important to everyone. But that's especially true in Southampton, with its water-dependent economy founded in maritime, agricultural and resort industries, as well as its reliance on sole source aquifers for drinking water. Regional water resources are degraded and new research pointing to inadequately treated sanitary waste as the leading culprit has brought a new sense of urgency to the issue — along with a focus for action on water quality improvement.

GOAL

Restore and protect the Town's ground and surface waters to ensure their ability to support public health and the maritime, recreational and resort activities that underpin Southampton's way of life and economy.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS Water is the basis of the Town of Southampton's economy as water is the driver of the maritime, vacationing, and resort industries

SOCIAL Protects the health and wellness of the citizens of Southampton.

ENVIRONMENTAL Clean water is critical to healthy ecosystems.

TACTIC HIGHLIGHTS

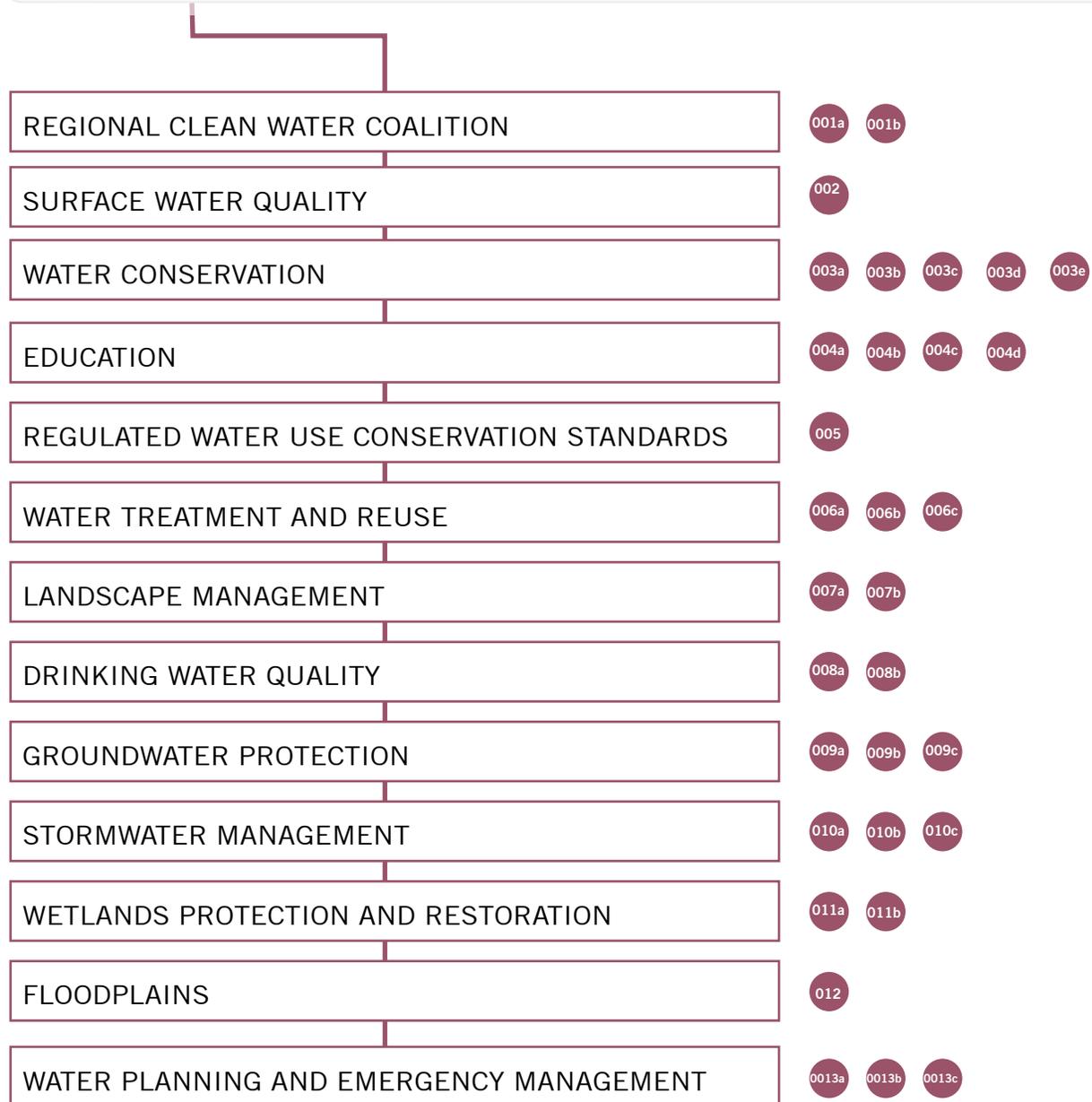
Support Suffolk County Clean Water Coalition activities and participation.

Continue to pursue development of a septic inspection program consistent with State and County regulations, and continue to identify funding opportunities and other incentives to encourage upgrades to failing systems through the Septic Rebate Program and other avenues.

RELATED FOCUS AREAS

Land Use, Education

WATER TOPICS



WATER

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Water 001a	Regional Clean Water Coalition	Continue to support the Suffolk County Clean Water Coalition in coordinating municipal action to improve water quality. Assess the potential to increase member commitment and activity.	Administrative	Land Management (Long Range Planning, Environment); Green Committee; GIS
Water 001b	Regional Clean Water Coalition	Consider supporting the Clean Water Coalition work with an assessment and compilation of existing plans, studies and research on water quality in the region, and with a comparative analysis of local and County regulations. Use as a baseline for identifying planning gaps and administrative opportunities, and for education and outreach activities.	Planning	Land Management (Environment); GIS; Suffolk County; Coalition municipalities
Water 002	Surface Water Quality	Consider adopting legislation enabling, and establish, water quality special improvement taxation districts, modeled on Erosion Control Districts, for implementing water quality improvement projects or consider legislation providing incentives to enhance surface water quality.	Regulation	Town Attorney
Water 003a	Water Conservation	Consider performing a water consumption audit on a pilot group of municipal buildings, to determine baseline water footprint for Town facilities with the intent of using this information to inform water saving strategies.	Audit	Office of Energy and Sustainability, Community Preservation Fund, Hampton Bays Water District
Water 003b	Water Conservation	Consider working with the County and USGS to calculate the Town's "water balance" by determining average annual water usage and average annual aquifer recharge, and assess potential long term impacts on the sole source aquifer resulting from any gap.	Assessment	Suffolk County, USGS, EPA
Water 003c	Water Conservation	Determine long term tiered water education goals to achieve water balance (use only the amount of water from municipal sources that falls naturally in the town).	Educational Campaign	Office of Energy and Sustainability, Community Preservation Fund, Hampton Bays Water District
Water 003d	Water Conservation	Establish several tactics for achieving "water balance" (i.e. no long term aquifer draw down), with targeted actions for achieving this through both conservation and recharge.	Policy, Education, Regulation	Hampton Bays Water Authority
Water 004a	Education	Continue a coordinated educational campaign on local water issues that will support volunteer, administrative and regulatory activities for improving water quality, with an initial focus on surface water nitrification.	Educational Campaign	Office of Energy and Sustainability, Green Committee, Land Management (Long Range Planning & Environment Divisions), others
Water 004b	Education	Facilitate knowledge and awareness of the environmental sensitivities of the watershed by implementing an educational program and distributing related informational materials	Educational Campaign	Department of Land Management, Hampton Bays Water District
Water 004c	Education	Plan for future expansion of the Hampton bays Water District	Educational Campaign	Land Mangement, Hampton Bays Water District

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Energy & Carbon	Waste	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
Suffolk County, Peconic Baykeeper, Group for the East End, Peconic Green Growth, Peconic Estuary Program	All	Yes, particularly in education and outreach										Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	All	Potential for use of intern										Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Town Trustees, Peconic Bay Keepers, Group for East End	Municipal	Yes											<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Suffolk County	All	No										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	No										Long Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Suffolk County	Municipal	No										Long Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Suffolk County	Residential	Yes										Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	Residential	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
County and other local governments, non-profits, coordinated through Clean Water Coalition	All	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
													<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



WATER

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Water 004d	Education	Work with Suffolk County Water Authority and Hampton Bays Water District on water conservation education efforts to reexamine conservation strategies and identify incentives	Educational Campaign	Green Committee, Land Management, SCWA, Hampton Bays Water District
Water 005	Regulated Water Use Conservation Standards	Consider updating building code requirements as needed to require the latest standards for water efficient plumbing fixtures. Promote water efficiency rebate programs to building permit applicants. Consider exemptions for historic structures where retrofitting is not possible.	Potential Regulation	Department of Land Management, Hampton Bays Water District
Water 006a	Water Treatment & Reuse	Consider identifying and implementing a greywater reuse pilot project for a Town facility, such as using the Town Hall's greywater for irrigation. From the pilot, formulate recommendations to broaden use of greywater throughout the Town.	Project	Department of Land Management, Hampton Bays Water District, Department of Health Services
Water 006b	Water Treatment & Reuse	Analyze the physical and economic feasibility of a wastewater reclamation System, and develop recommendations.	Study	Department of Land Management, Hampton Bays Water District, Department of Health Services
Water 006c	Water Treatment & Reuse	Consider creating a septic management plan to reduce nutrient loading in the Town's waters. The plan should identify and evaluate the range of available strategies and incentives including but not limited to septic system upgrades, conventional and alternative treatment systems, septic system management, and the potential use of approved additives to remove nitrogen from system leachate. Work with Suffolk County to ensure the plan complies with State and County regulations.	Plan	Department of Land Management, Suffolk County, Town Trustees
Water 006d	Water Treatment & Reuse	Develop a pilot program to test the feasibility and effectiveness of Restorer eco-machines for improving coastal water quality.	Pilot Program	
Water 007a	Landscape Management	Develop low-maintenance landscaping guidelines that include native and low-input vegetation.	Regulation	Department of Land Management, Hampton Bays Water District
Water 007b	Landscape Management	Encourage a voluntary low-maintenance landscaping through an education campaign aimed at homeowners and landscaping contractors. Highlight model landscapes. Convey the needs and benefits of low-impact approaches.	Education campaign	Green Committee, Department of Land Management, Hampton Bays Water District
Water 008a	Drinking Water Quality	Consider developing wellhead protection regulations for primary and secondary recharge zones based on the Suffolk County Source Water Assessment Plan (SWAP).	Plan	Town Attorney's Office
Water 008b	Drinking Water Quality	Continue to utilize CPF acquisitions when appropriate to support water quality protection and restoration. The 1999 Comp Plan recommends acquisition of properties in the primary and secondary recharge zones for public wellheads. Priority should also be given to property in the 0-2 year surface to groundwater zone, particularly in areas that are already densely settled and cannot adequately dilute additional septic leachate	Policy	Community Preservation, Land Management, GIS

PARTNERSHIPS			RELATED FOCUS AREA									TRACKING			
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Energy & Carbon	Waste	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated <input type="radio"/>	In Place <input type="radio"/>	Completed <input type="radio"/>
															<input checked="" type="radio"/>
	All	Yes			<input checked="" type="radio"/>							Intermediate Term	<input type="radio"/>		
County and DEC	Municipal	No										Intermediate Term	<input type="radio"/>		
	Municipal	No										Short Term			<input checked="" type="radio"/>
Suffolk County DHS; Clean Water Coalition; LWRP; GIS (mapping)	Municipal	No										Short Term	<input type="radio"/>		
Town Trustees		No										Intermediate Term	<input type="radio"/>		
	All	Yes							<input checked="" type="radio"/>			Intermediate Term	<input type="radio"/>		
Participation from garden centers and contractors would substantially increase the effectiveness of this effort.	All	Yes							<input checked="" type="radio"/>			Intermediate Term			<input checked="" type="radio"/>
	Municipal	No										Intermediate Term	<input type="radio"/>		
Suffolk County	Municipal	No										Short Term			<input checked="" type="radio"/>

WATER

<i>DESCRIPTION</i>				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Water 009a	Groundwater Protection	Maintain GIS database of groundwater conditions and pollution sources.	Administrative	GIS
Water 009b	Groundwater Protection	Consider the merits of restoring USGS ground and surface water monitoring program funding to ensure early detection of potential threats.	Administrative	Department of Land Management, Office of Energy and Sustainability, Hampton Bays Water District
Water 009c	Groundwater Protection	Establish an inspection program for septic systems to trigger system maintenance and updates, and to generate data for septic management planning and grant-seeking.	Regulation	Department of Land Management, Green Committee. Clean Water Coalition
Water 009d	Water Quality	As endorsed by the Town Trustees, continue to focus on a comprehensive approach to updating residential sanitary systems in concert with the Suffolk County Health Department	Initiative	Department of Land Management, Green Committee. Clean Water Coalition
Water 010a	Stormwater Management	Create an enhanced site-plan review process with respect to green stormwater infrastructure to promote and increase deployment of state-of-the-art Best Management Practices. Initiate with criteria such as sensitive environments, large-scale projects, etc. Where historic structures, sites, and/or districts are concerned, the concepts and practices of green stormwater infrastructure should be integrated only when the integrity of the individual structure/site/district can also be maintained	Regulation and Administrative	
Water 010b	Stormwater Management	Reduce reliance on the municipal stormwater system by encouraging natural percolation through landscaping, pervious paving, open space protection, limits on vegetation clearing, and on-site retention.	Regulation	Hampton Bays Water District
Water 010c	Water Quality	Increase awareness of the water quality protection fund and continue to identify funding sources for this as well as the Septic Rebate program and any other program that will enable homeowners to upgrade or replace antiquated or nonconforming sanitary systems.	Education and incentives	Town Board, Green Committee
Water 011a	Wetlands Protection & Restoration	Periodically review and update current wetland restoration efforts identified in the Southampton Comprehensive Plan 1999-Sustainability Component: Natural Resources and the Town's Department of Land Management's Chapter 325: Freshwater Wetlands to ensure these documents reflect current methods, techniques and science on wetlands protection restoration.	Policy	Town Board, Conservation Division/Board, Long Range Planning
Water 011b	Wetlands Protection & Restoration	Create a comprehensive landscape management policy for reducing and/or preventing pesticides and fertilizers from entering ground and surface water bodies	Regulation	Parks Department
Water 012	Floodplains	Protect critical habitat and minimize flood damage to structures by siting development with appropriate buffers on any land within a 100-year floodplain as defined by FEMA	Initiative	Town Attorney
Water 013a	Water Planning & Emergency Management	Develop a protocol of policies, procedures and emergency regulations during periods of declared drought.	Plan	Department of Land Management

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Energy & Carbon	Waste	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
	All	No										Short Term			<input checked="" type="radio"/>
	All	No										Intermediate Term	<input type="radio"/>		
Suffolk County	All	No										Short Term	<input type="radio"/>		
Suffolk County	All	Yes												<input checked="" type="radio"/>	
	Municipal	No										Short Term	<input type="radio"/>		<input checked="" type="radio"/>
	All	No			<input checked="" type="radio"/>							Short Term			
	All	No			<input checked="" type="radio"/>							Long term			<input checked="" type="radio"/>
Town Trustees; Peconic Bay Keepers	All	No										Short Term	<input type="radio"/>		
Town Trustees; Peconic Bay Keepers	All	No										Long Term	<input type="radio"/>		
State and County	All	No										Intermediate Term	<input type="radio"/>		
	Municipal	No										Long Term			<input checked="" type="radio"/>



WATER

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Water 001a	EPA Needs Assessment 2012 Draft Suffolk County Comprehensive Water Resources Management Plan Peconic Estuary Program TMD Analysis Critical Wildlands and Groundwater Protection Plan and GEIS Planning History Summary - FINAL February 24, 2004
Water 001b	See above
Water 002	
Water 003a	Massachusetts Department of Environmental Protection Water Management Program Greater Vancouver Regional District Standardized Water Audit Process
Water 003b	
Water 003c	LEED NC Precedents: LEED Initiatives by State Build It Green Checklist
Water 003d	The level of priority for water conservation efforts/activities should be based on results of the water audit recommended in 002a.
Water 004a	Currently a component of the Town MS4 Permit Requirements Natural Step: Embedding Sustainability into the Culture of Municipal Government One Planet Action Plan: Sustainability Tool Kit
Water 004b	Included in Mission Statement of Clean Water Coalition; Initial actions taken by Green Committee
Water 004c	Hampton Bays Water District 2009 Drinking Water Quality Report Santa Cruz Climate Action Plan 2009, page 54 PlaNYC, page 67
Water 004d	
Water 005	Tactic further develop Hampton Bays Water District water conservation plan Reference: Build It Green Checklist NYC Enhance Water Efficiency Standards
Water 006a	The Suffolk County Department of Health Services - Guidelines and Regulations will be developed by the County; Town should coordinate Potential Reuses of Greywater and Reclaimed Wastewater in New York State
Water 006b	New York State Department of Environmental Conservation: Wastewater Treatment Purple Pipe Study New York City's Wastewater Treatment System
Water 006c	A Plan to Heal Marine Bays and Salt Ponds Along The Atlantic Coast of North America

LINK(S)

http://www.southamptontownny.gov/file_storage/760/762/2054/2060/water_quality_09.pdf
<http://www.peconicestuary.org/about.php>

<http://www.mass.gov/dep/water/approvals/guidance.pdf>
<http://www.metrovancouver.org/about/publications/Publications/gvrstandardizedicwaterauditprocessfinalreport09jun20061.pdf>

See pdf reference guide (to be provided)
<http://www.usgbc.org/ShowFile.aspx?DocumentID=5030>
<http://www.builditgreen.org/guidelines--checklists/>

<http://www.epa.gov/greenhomes/ConserveWater.htm>

<http://www.thenaturalstep.org/en/canada/toolkits#municipalgovernment>
<http://www.oneplanetvision.org/organisations/one-planet-action-plans/free-toolkit/>

http://www.southamptontownny.gov/file_storage/760/762/2054/2060/water_quality_09.pdf

<http://www.builditgreen.org/guidelines--checklists/>
http://www.nyc.gov/html/gbee/downloads/pdf/water_efficiency.pdf

http://www.dec.ny.gov/docs/water_pdf/waterresue.pdf
<http://www.epa.gov/region09/water/recycling/>

<http://www.dec.ny.gov/chemical/8467.html>
<http://www.msa.saccounty.net/news/Conduits/Conduit%207%2007%20rev4.pdf>
<http://www.nyc.gov/html/dep/pdf/wssystem.pdf>
<http://oceanarksint.org/app/download/6598364304/Inshore+Ocean+Restorer.pdf>



WATER

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Water 007a	Sustainable Sites Initiative Prerequisite 3.1
Water 007b	City of San Diego: "How Your Pesticides and Herbicides Can Affect Water Quality"
Water 008a	Southampton Comprehensive Plan 1999- Sustainability Component: Natural Resources
Water 008b	
Water 009a	Critical Wildlands and Groundwater Protection Plan and GEIS Planning History Summary - FINAL February 24, 2006
Water 009b	Critical Wildlands and Groundwater Protection Plan and GEIS Planning History Summary - FINAL February 24, 2007
Water 009c	Green Committee had draft legislation completed; coordination with Suffolk County required; Clean Water Coalition may pursue multi-municipality inspection initiative. Models include Massachusetts' Title V program, PlaNYC
Water 010a	EPA Water Quality Scorecard provides a municipal assessment mechanism as a starting point Southampton Town Sustainability Vision Scope: Environment - Water Quality LEED NC GIB Credit 8 NYSDEC Stormwater Management Design Manual
Water 010b	This is addressed in MS4 Permit, Stormwater Management Program Plan LEED NC GIB Credit 8 Town's Stormwater Management program and SWPPP review
Water 010c	See City of Palo Alto's Regional Water Quality Control Plant (RWQCP)
Water 011a	Southampton Comprehensive Plan 1999- Sustainability Component: Natural Resources Chapter 325, Wetlands, enables the Town's Conservation Board to review applications for development on lands containing freshwater, brackish and tidal wetlands. Minimum standards are established or preserving these fragile natural resources also defined as Critical Areas by Chapter 157 of the Town Code. Additional Reference: PlaNYC
Water 011b	Prohibitions difficult to enforce
Water 012	LEED ND SLL Prerequisite 5
Water 013a	Santa Cruz, CA Water Shortage Contingency Plan
Water 013b	ClimAid

LINK(S)

Sustainable Sites Initiative Prerequisite 3.1:

http://www.sustainablesites.org/report/Guidelines%20and%20Performance%20Benchmarks_2009.pdf

<http://www.santabarbaraca.gov/NR/rdonlyres/4384327D-AFF6-46E6-99D6-2BD6B8D194E0/0/LandscapeDesignStandardsforWaterConservation.pdf>

<http://www.sandiego.gov/water/operations/pdf/pesticide.pdf>

<http://www.southamptontownny.gov/content/72/837/2113/2365/default.aspx>

<http://www.southamptontownny.gov/FTP/SEQRA/criticalwildlands.pdf>

<http://www.southamptontownny.gov/FTP/SEQRA/criticalwildlands.pdf>

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf

http://www.epa.gov/dced/pdf/2009_1208_wq_scorecard.pdf

<http://www.spartanwatertreatment.com/articles/Final-Report-Effect-of-Roof-Material-on-Water-Quality.pdf>

<http://www.cityofpaloalto.org/civicax/filebank/documents/6936>

<http://www.cityofsantacruz.com/Modules/ShowDocument.aspx?documentid=14601>

http://www.southamptontownny.gov/file_storage/72/837/845/4904/BePrepared-pocketguide_web.pdf



ECONOMICS



INTRODUCTION

Historically, Southampton's economy was based on farming and fishing. Now, our second home and tourism industry largely depend on the same resources: clean waters and green landscapes. Because of this, the resource protection and restoration that is a cornerstone of sustainability is critical to the Town's economic wellbeing. Economic diversification is also important in order to make Southampton's economy less vulnerable to environmental stresses.

GOAL

Achieve a resilient and diversified local economy where economic benefits are shared across the community. Recognizing that the economy and environment are inextricably linked, pursue economic health through sustainable practices for existing economic sectors, continued development of green businesses, and increased reliance on locally produced goods and services.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS Greening Southampton's economy is a means to create jobs, promote growth, and generate new business opportunities as well as an opportunity brand Southampton as a sustainability leader on Long Island.

SOCIAL A healthy economy leads to a healthy community by enabling local employment for a broader swath of Southampton's citizens.

ENVIRONMENTAL The greener Southampton's business are, the healthier the local ecosystems will be.

TACTIC HIGHLIGHTS

Promote the Town's "Safe and Sustainable" procurement policy, which supports sustainable businesses and stimulates demand for local and sustainable products, for use by the Town's private sector businesses.

Expand the use of the Town's website to encourage and inform sustainable business practices.

Continue and expand upon the "green-label" system as implemented in "A Greener Southampton". Build upon the existing "A Greener Southampton" business and public education reuse and recycle consumer campaign.

RELATED FOCUS AREAS

Education, Quality of Life

ECONOMICS TOPICS



ECONOMICS

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Econ 001a	Sustainability Index	Continue and expand upon the “green-label” system as implemented in “ A Greener Southampton”. Build upon the existing “A Greener Southampton” business and public education reuse and recycle consumer campaign.	Initiative / Pilot	Town Business Advisory Council
Econ 001b	Sustainability Index	Use Town's purchasing power to support sustainable businesses and create demand for sustainable products, including recycled and regional products and local food. Strengthen existing local purchasing preferences	Program	Business Management
Econ 002a	Green Business Development	Identify ways to support the development of green businesses, and increased sustainability in the commercial sector, by convening stakeholders from local businesses, the workforce, construction trades,, and training providers to discuss green jobs, hiring projections, training resources and needs, standards and certifications , barriers, etc. Follow up with a set of recommendations that may be added to this sustainability plan.	Public / Private Partnership	Local Businesses
Econ 002b	Green Business Development	Help facilitate or research funding sources for a sustainable business incubator within the Town limits to promote new sustainable business start-ups, connect financial investors, and promote clustering of sustainable businesses	Public / Private Partnership	Local Businesses
Econ 002c	Green Business Development	Develop a system to qualify commercial business applications for expedited review and application assistance based on sustainable features.	Program	Local Businesses
Econ 002d	Green Business Development	Support the growth of local food production businesses by evaluating the schedule of permitted uses to potentially increase the locations where certain food processing businesses may be located, and consider siting criteria for uses found to be appropriate	Evaluation	Local Businesses
Econ 003	Resource Sharing	Organize, promote, and support a Town of Southampton (or East End) Green Economic Symposium in order to encourage local sustainable businesses to share resources, information, and best practices to foster their mutual economic growth and development.	Public / Private Partnership	Local Businesses
Econ 004a	Affordable Housing	Pursue grant opportunities that will enable the Town to provide free energy and water audits and implementation guidelines in affordable year-round housing units to reduce utility costs	Program	Office of Energy and Sustainability, Housing Authority
Econ 004b	Affordable Housing	Increase efforts to provide workforce housing, including Town Board oversight of workforce housing initiatives. Seek alternatives with private/ public partnerships.	Program	Housing Authority
Econ 004c	Affordable Housing	Create a Task Force on rental housing to identify and address barriers to the development of affordable rentals. Include a range of stakeholders in this effort.	Program	Housing Authority, Land Management
Econ 005a	Sustainable Economy	Develop a strategy to actively support the development of a vibrant agricultural industry, focusing on food production and organic products wherever possible.	Educational Campaign	Green Committee
Econ 005b	Sustainable Economy	In cooperation with other local municipalities and business community, explore heritage area linkages of small-scale attractions.	Educational Campaign	Local municipalities
Econ 005c	Sustainable Economy	Link Sustainability index to “sticker program” to indicate criteria on the sustainability index, include “G” for “Green Business”, “L” for “Local” and “N” for “Native Plant”	Educational Campaign	Local Businesses

PARTNERSHIPS			RELATED FOCUS AREA										TRACKING		
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Quality of Life	Education	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated <input type="radio"/>	In Place <input type="radio"/>	Completed <input type="radio"/>
Southampton Business Alliance, Chambers of Commerce, Individual businesses	Commercial	Yes										Intermediate Term		<input checked="" type="radio"/>	
	Commercial	Yes										Short Term	<input type="radio"/>		
Southampton Business Alliance, Chambers of Commerce	Commercial	Yes					●					Intermediate Term	<input type="radio"/>		
Chambers of Commerce	Commercial	Yes					●					Intermediate Term	<input type="radio"/>		
Southampton Business Alliance, Chambers of Commerce	Commercial	Yes										Intermediate Term	<input type="radio"/>		
Southampton Business Alliance, Chambers of Commerce	Commercial	Yes										Short Term		<input checked="" type="radio"/>	
Peconic Institute	Commercial	Yes					●					Intermediate Term	<input type="radio"/>		
Chambers of Commerce	Residential	No			●	●						Long Term	<input type="radio"/>		
Chambers of Commerce	Residential	No			●	●						Short Term	<input type="radio"/>		
Chambers of Commerce	Residential	No			●	●								<input checked="" type="radio"/>	
	Commercial	Yes							●	●		Intermediate Term		<input checked="" type="radio"/>	
Southampton Business Alliance	Commercial and Municipal	Yes										Intermediate Term	<input type="radio"/>		
Southampton Business Alliance	Commercial	Yes										Short Term	<input type="radio"/>		



ECONOMICS

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Econ 001a	Recommendation # 5 -Government; Report to Southampton Town Board from Southampton Green Committee May 8, 2009 The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience
Econ 001b	The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience
Econ 002a	
Econ 002b	NYU ACRE program
Econ 02c	The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience NYC Code Green
Econ 002d	
Econ 003	
Econ 004a	The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience
Econ 004b	
Econ 004c	
Econ 005a	
Econ 005b	Town of Southampton "Comprehensive Plan Pilot" document
Econ 005c	Noted in the Sustainable Southampton Workshop, 2011

LINK(S)

<http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf>

<http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf>

<http://www.poly.edu/business/incubators/nyc-acre>

<http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf>

<http://www.codegreensolutions.com/>

<http://law.du.edu/documents/rmlui/saving-the-world-through-zoning.pdf>

<http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf>



LAND USE



INTRODUCTION

Southampton's sense of identity and its success as a world class resort destination are based on traditional rural and maritime land use patterns that have been eroding over time. The process of "suburbanization" is visually evident, and can also be seen in statistics that show a shift in home occupancy from mainly seasonal to nearly two-thirds full-time. In most communities, sustainable land use patterns are those that reduce environmental impacts through efficient management of water resources, transportation, energy use, solid and liquid waste disposal, etc. For Southampton, sustainable land use also means maintaining the types of landscapes and uses that have shaped the Town's character for centuries, which make it so distinctive, and which are cherished by Town residents.

GOAL

Achieve land development and redevelopment that preserves Southampton's rural and maritime heritage, and which reinforces traditional development patterns characterized by the interdependence of compact and walkable village and hamlet centers with surrounding open space and managed landscapes, agricultural uses, and accessible coastal areas.

ECONOMICS Protects working farms and other essential economic components of Southampton's economy.

SOCIAL Sense of place is maintained and reinforced.

ENVIRONMENTAL The natural character of Southampton is preserved.

TACTIC HIGHLIGHTS

Broaden, strengthen and aggressively promote the transfer of development rights (TDRs) in order to shift new development away from remaining vacant lands and open spaces toward compact, walkable village and hamlet centers.

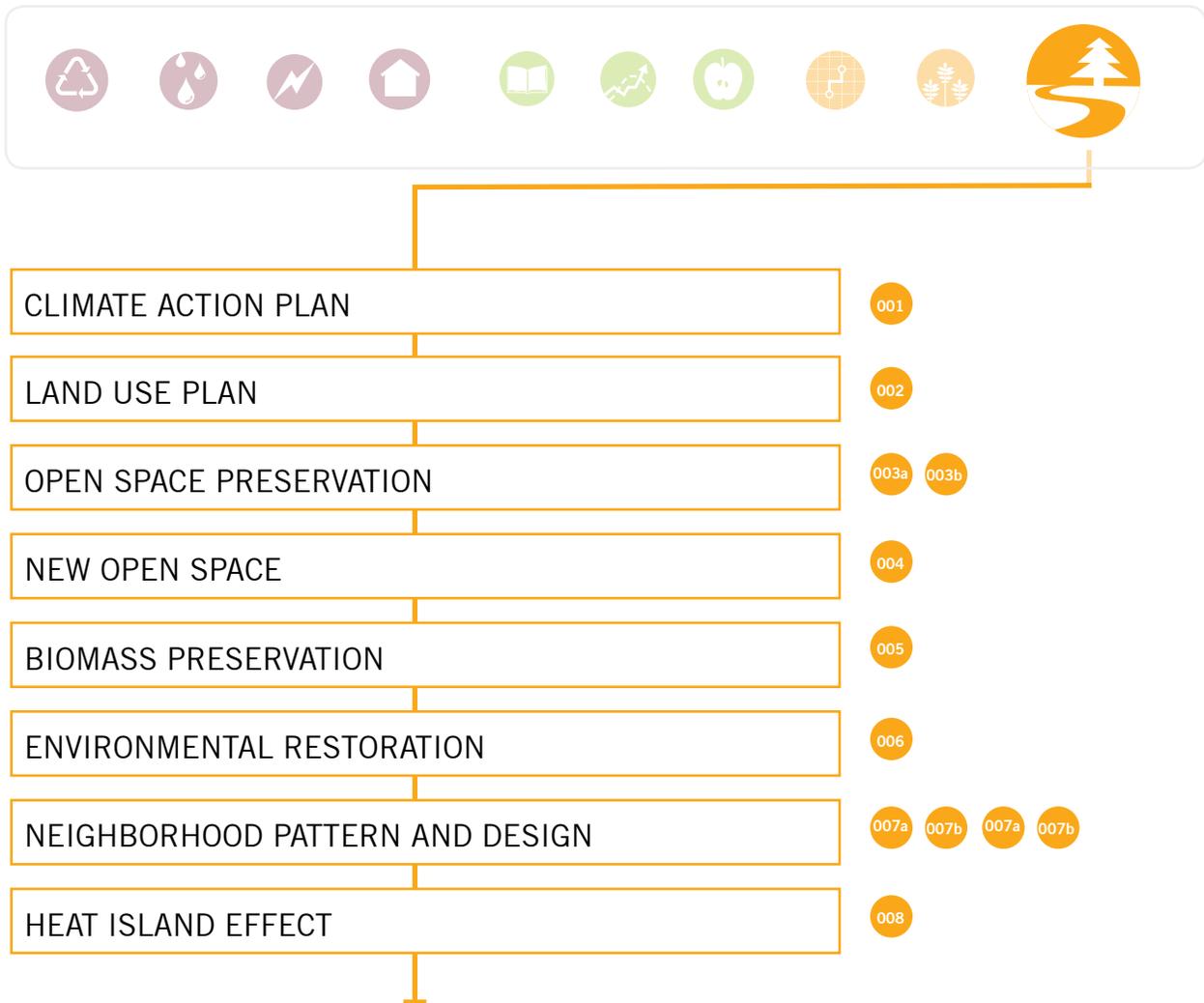
Develop a Climate change Adaptation Plan for making the Town resilient in the face of anticipated sea level rise and increased extreme weather events.

Pass zoning ordinance encouraging shade devices and paving materials that will mitigate heat island effects and facilitate stormwater recharge.

RELATED FOCUS AREAS

Stewardship

LAND USE TOPICS



LAND USE

<i>DESCRIPTION</i>				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Land Use 001	Climate Action Plan	Develop a Climate Change Adaptation Plan for making the Town resilient in the face of anticipated sea level rise and increased extreme weather events.		Town Board, Town Trustees, CPF, Muni Works, Erosion Control Districts
Land Use 002	Land Use Plan	Consider overlay districting and other land use protections to expand watershed protection on lands east of the Shinnecock Canal.	Plan	
Land Use 003a	Open Space Preservation	Continue to preserve priority open space and agricultural lands using the Purchase of Development rights (PDR) and Transfer of Development Rights (TDR) programs. Continue to identify appropriate receiving areas for TDRs that achieve smart growth principles with sensitivity to existing density, neighborhood character and historic structures.	Program	Community Preservation, Land Management
Land Use 003b	Open Space Preservation	Identify additional opportunities for the Town to collaborate with local non-profit entities to coordinate open space preservation efforts.	Existing Policy	Land Management
Land Use 004	New Open Space	Continue to acquire small, marginal lots in the Special Old Filed Map District and identify any new acquisition opportunities in other zones in order to protect remaining sensitive lands, provide open space in densely settled areas, and create pocket parks along with plans for their stewardship.	Program	DLM, parks and rec, Town Board
Land Use 005	Biomass preservation	Sponsor reforestation and tree planting programs.	Program	Town Board, DLM, Parks and Rec
Land Use 006	Environmental Restoration	Continue to encourage native and non-invasive vegetation landscaping design guidelines and indicate standards in the Site Plan Review requirements. Promote to residential landscapers and homeowners through an ongoing education and outreach program.	Guideline	Town Board, Green Committee
Land Use 007a	Neighborhood Pattern & Design	Complete the deployment of HO/HC zones per 1999 Comprehensive Plan	Zoning Ordinance Amendment	Town Board, Town Attorney
Land Use 007b	Neighborhood Pattern & Design	Consider amending zoning ordinance to promote and allow for infill and mixed use development in appropriate locations such as hamlet centers and around train stations to support transit oriented development consistent with recommendations in the 1999 Comprehensive Plan Update.	Zoning Ordinance Amendment	Town Board, Town Attorney
Land Use 007c	Neighborhood Pattern & Design	Identify the best-loved streetscapes and developed areas in Town and quantify their setback, height, bulk and other dimensions. Then compare to ensure the Town Code permits replication of these historic patterns.	Zoning Ordinance Amendment	Town Board, Town Attorney, ARB
Land Use 007d	Neighborhood Pattern & Design	Designate sending and receiving areas for density transfers, apart from Pine Barrens RRADs.	Regulation	Town Board, Town Attorney, ARB
Land Use 007e	Neighborhood Pattern & Design	Consider tightening multi-family housing regulations to encourage their development in appropriate locations.	Regulation	Town Board, Town Attorney
Land Use 008	Heat Island Effect	Consider passing ordinances that enact standards to deter heat island effect.	Zoning Ordinance Amendment	Town Board, Town Attorney
Land Use 009	Coastal Erosion	Explore non-conforming expansion provisions relative to shorefront homes	Zoning Ordinance Amendment	Town Board, Town Trustees, Zoning Board of Appeals

PARTNERSHIPS			RELATED FOCUS AREA										TRACKING		
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Education	Quality of Life	Economics	Transportation	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
	All	Yes													
	All	No								●	●	Short Term	<input type="radio"/>		
Nature Conservancy, Group for the East End, others	All	No							●		●	Long Term	<input type="radio"/>		
	All	Yes			●						●	Short Term		<input checked="" type="radio"/>	
	All	Yes									●	Short Term	<input type="radio"/>		
Hampton Bays Beautification Association, Civics	All	No									●	Short Term		<input checked="" type="radio"/>	
	All	Yes									●	Short Term	<input type="radio"/>		
Civic	Residential	No						●	●			Short Term	<input type="radio"/>		
	Residential and Commercial	No						●			●	Short Term		<input checked="" type="radio"/>	
	Residential	Yes										Short Term		<input checked="" type="radio"/>	
	All	No			●							Intermediate Term	<input type="radio"/>		
	Residential	Yes										Intermediate Term	<input type="radio"/>		
	All	Yes			●							Intermediate Term		<input checked="" type="radio"/>	
Peconic Estuary Program	Residential	Yes			●			●				Intermediate Term	<input type="radio"/>		



LAND USE

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Land Use 001	See Responding to Climate Change in New York State for potential strategies. The Georgetown Climate Center also has a compendium of adaptation plans from around the country, including coastal communities in the northeast.
Land Use 002a	Critical Wildlands and Groundwater Protection Plan and GEIS Planning History Summary - FINAL February 24, 2005 The Town's Zoning Code enabled the Agricultural Overlay District in 1972. Today, Article X of the Town's Zoning Code, defines the District's Purchase of purpose, regulations, transfer of development rights Suffolk County is conducting a regional study of TDRs under the New York & Connecticut Sustainability program, which may offer strategies for increasing the TDR use.
Land Use 002b	Critical Wildlands and Groundwater Protection Plan and GEIS Planning History Summary - FINAL February 24, 2008
Land Use 003	Southampton Town Sustainability Vision 08.16.2011 PlaNYC
Land Use 004	Southampton Town Sustainability Vision 08.16.2011
Land Use 005	Sustainable Sites Initiative: Site Design - Soil & Vegetation Prerequisite 4.2
Land Use 006a	Critical Wildlands and Groundwater Protection Plan SEEDS Summary Report LEED ND Sustainable Sites Summary of Recommendations Proposed as Part of the August 2002 Plan
Land Use 006b	SEEDS Summary Report
Land Use 006c	SEEDS report, page 22
Land Use 006d	LEED ND NPD Prerequisite 1
Land Use 007a	LEED ND GIB Credit 9
Land Use 007b	
Land Use 007c	
Land Use 007d	
Land Use 007e	
Land Use 008	

LINK(S)

<http://www.georgetownclimate.org/adaptation/state-and-local-plans>
<http://www.nyscrda.ny.gov/Publications/Research-and-Development/Environmental/EMEP-Publications/Response-to-Climate-Change-in-New-York.aspx>

<http://www.southamptontownny.gov/FTP/SEQRA/criticalwildlands.pdf>
<http://www.southamptontownny.gov/FTP/SEQRA/CPF/part3.pdf>
<http://www.sustainablenyct.org/projects/>

<http://www.southamptontownny.gov/FTP/SEQRA/criticalwildlands.pdf>

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf

http://www.eugene-or.gov/portal/server.pt/gateway/PTARGS_0_321_370860_0_0_18/CEAP.ProgressReport.2011.WEB.pdf

http://www.sustainablesites.org/report/SSI_Guidelines_Draft_2008.pdf

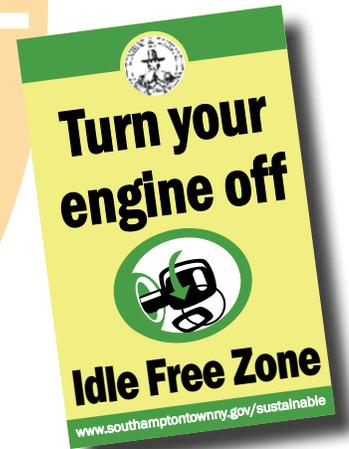
<http://www.southamptontownny.gov/FTP/SEQRA/criticalwildlands.pdf>
http://eastendtransportation.org/gallery/report_1.pdf
http://www.sustainablesites.org/report/SSI_Guidelines_Draft_2008.pdf

http://eastendtransportation.org/gallery/report_1.pdf

http://eastendtransportation.org/gallery/report_1.pdf



TRANSPORTATION / AIR QUALITY



INTRODUCTION

Vehicle use accounts for approximately 20% of U.S. greenhouse gas emissions, making transportation an important focus of any sustainability plan. At the local level, increasing vehicle use is having a harmful affect on local air quality — although the Town's ratings on the EPA Air Quality Index are generally good, its rankings with respect to ozone levels are on the decline and now fall below the national average. Water quality is affected by road runoff carrying pollutants from vehicles. There are also reports of neighborhood affected by dust and noise. To address these issues, this section of the plan focuses on strategies to promote alternate modes of transportation, particularly during the peak summer travel season.

GOAL

Reduce transportation impacts on environmental quality, greenhouse gas emissions and public safety through the promotion of alternative modes including walking, biking, transit, higher vehicle occupancies, and low-emission/alternate fuel vehicles.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS Increased availability of alternative travel modes can reduce personal transportation costs, and provide access to employment.

SOCIAL The people of Southampton will have greater travel options locally and regionally.

ENVIRONMENTAL Reductions in VMT (vehicle miles travelled) reduce emissions and greenhouse gases.

TACTIC HIGHLIGHTS

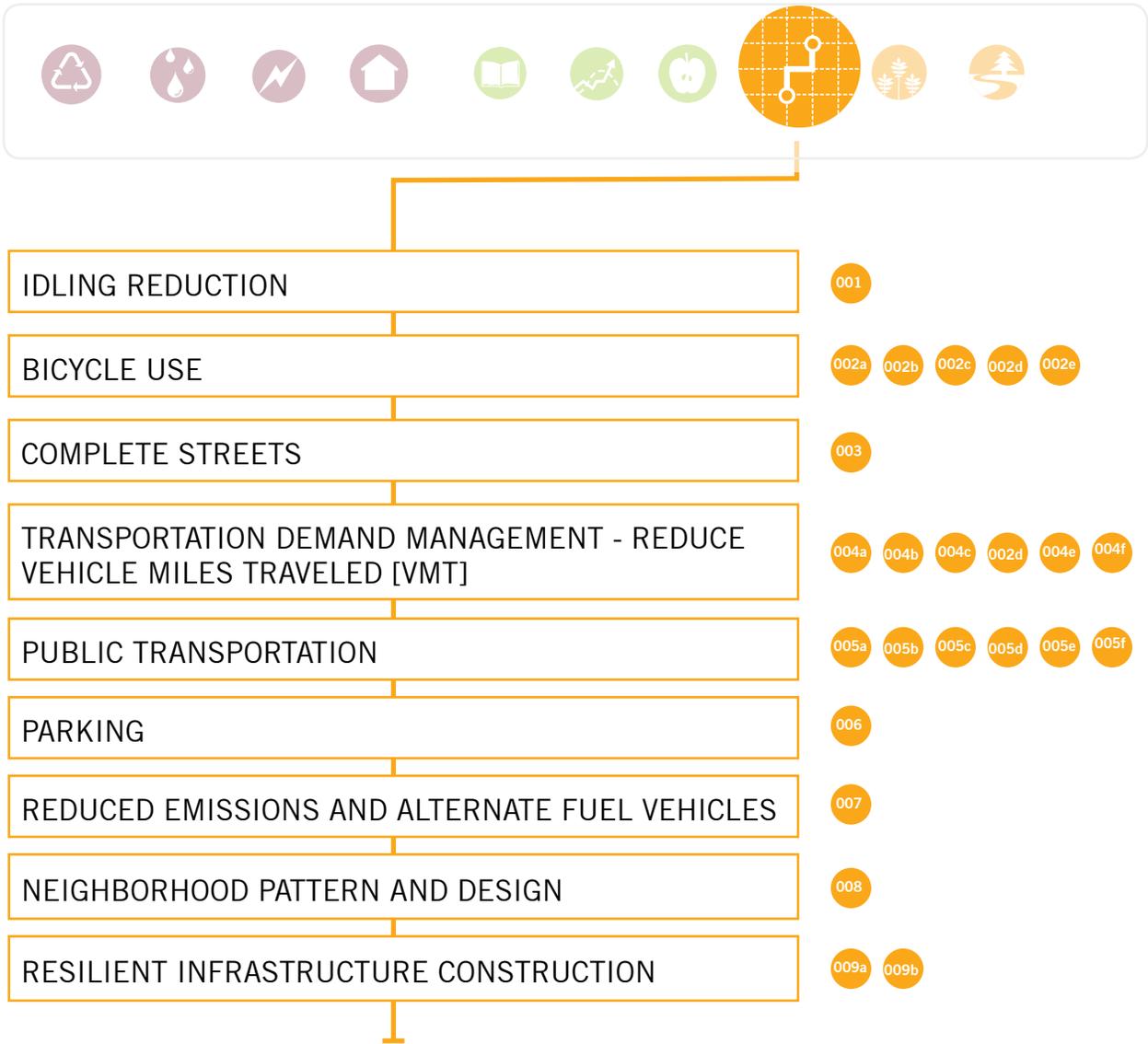
Complete and implement the Complete Streets Policy

Increase use of bicycling as an alternative transportation mode by providing bicycle safety education and tools, and signage, maps and bicycle parking at train stations, hamlet centers, schools, beach access points, and other destinations.

RELATED FOCUS AREAS

Land Use, Quality of Life, Energy & Carbon

TRANSPORTATION / AIR QUALITY TOPICS



TRANSPORTATION / AIR QUALITY

<i>DESCRIPTION</i>				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Trans 001	Idling Reduction	Increase the effectiveness of the Town's idling reduction policy through completion of sign deployment, education campaign, compliance monitoring, and potential enforcement activity/legislation.	Existing Policy; Potential Legislation	CRC, Police, Green Committee
Trans 002a	Bicycle Use	Implement the recommendations for the development of a town-wide bicycle network, as outlined in the Sustainable East End Development Strategies Summary Report.	Program	Highway, DLM-Planning
Trans 002b	Bicycle Use	Add thresholds or parameters for bicycle parking (racks) to site plan review requirements.	Site Plan Review; Zoning Ordinance	Town Attorney, Complete Streets Committee, ToS Bicycling Advisory Committee
Trans 002c	Bicycle Use	Install bicycle-friendly infrastructure (e.g. bike racks, route maps, signage, water fountains, air pumps) in hamlet centers, beach parking lots, and other destination areas.	Capital Project	Highway, ToS Bicycling Advisory Committee
Trans 002d	Bicycle Use	Promote bicycle transportation via education and safety programs, map distribution, etc.	Program	Highway, CRC, ToS Bicycling Advisory Committee
Trans 002e	Bicycle Use	Explore the feasibility of public bicycle rentals, with bicycles made available in hamlet centers and beaches. Alternatively, identify and pursue strategies to increase rental availability through the private sector, such as offering licenses for bicycle concessions on Town-owned land.	Research, program	ToS Bicycling Advisory Committee
Trans 003	Complete Streets	Consider Completing, adopting and implementing where appropriate the Complete Streets policy and plan.	Policy document; potential legislation; site plan review, capital planning	Complete Streets Committee, Transportation Commission; Planning Board
Trans 004a	Transportation Demand Management - Reduce VMTs	Encourage residents to utilize car sharing, carpooling and vanpooling programs by providing park-and-ride lots in hamlets and at transit hubs.	Initiative / Pilot	Office of Energy and Sustainability, Highway / Municipal Works, Municipal Works
Trans 004b	Transportation Demand Management - Reduce VMTs	Encourage residents to utilize shuttles, or inter-hamlet transit services by providing educational materials on schedule, frequency, and routes	Education	

PARTNERSHIPS			RELATED FOCUS AREA							TRACKING					
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Education	Quality of Life	Economics	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated <input type="radio"/>	In Place <input type="radio"/>	Completed <input type="radio"/>
Green Committee; Police	All	Yes										Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
ToS Bicycling Advisory Committee, NYS DOT	All	No										Long Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	All	No										Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
NYS Dept. of Transportation, Suffolk County DOT	All	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
NYS Dept. of Transportation; School Districts, Bicycle shops, County DOT	All	Yes										Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Local Businesses	All	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bicycle Advisory Committee, County and State DOT's	All	No										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
NYS DOT (511 Rideshare), Suffolk County Transit, LIRR, Hampton Jitney	Residential	Yes										Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
NYS DOT (511 Rideshare), Suffolk County Transit, LIRR, Hampton Jitney	Residential	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

TRANSPORTATION / AIR QUALITY

<i>DESCRIPTION</i>				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Trans 004c	Transportation Demand Management - Reduce VMTs	Recruit and/or promote car sharing services, in order to reduce VMT by second home owners and tourists who may access Town by train or jitney and use car sharing for local trips. Assist in identifying suitable locations for siting vehicles.	Program, planning, education	DLM
Trans 004d	Transportation Demand Management - Reduce VMTs	Promote the use of multimodal transportation by town employees through the distribution of materials on transit providers, routes and schedules.	Program	Office of Energy and Sustainability, Highway / Municipal Works, Municipal Works
Trans 004e	Transportation Demand Management - Reduce VMTs	Consider, create, and implement a municipal action plan for pursuing Volpe study recommendations.	Plan, program, capital projects	Transportation Commission, Town Board
Trans 004f	Transportation Demand Management - Reduce VMTs	Consider, create, and implement, a municipal action plan for pursuing locally relevant recommendations of the SEEDs study.	Plan, program, capital projects	Transportation Commission, Department of Land Management
Trans 005a	Public Transportation	Per Sustainable East End Development Strategies Report, page 2-6 support the County with providing increased weekend shuttle bus service from train stations, hamlet centers and remote parking.	Initiative / Pilot	
Trans 005b	Public Transportation	Support transit use through expansion of the bus shelter program to provide safe, convenient, comfortable transit waiting areas. Pursue grant opportunities for solar lighting in bus shelters.	Regulation	Town Engineer, Department of Land Management
Trans 005c	Public Transportation	Advocate for increased transit service with Suffolk County transit.	Program	Suffolk County Transit
Trans 005d	Public Transportation	Advocate for increased LIRR service frequency, especially during the summer season	Program	Office of Energy and Sustainability, Town Board

PARTNERSHIPS			RELATED FOCUS AREA										TRACKING		
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
NYS DOT (511 Rideshare), Suffolk County Transit, LIRR, Hampton Jitney	All	Yes										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
NYS DOT (511 Rideshare), Suffolk County Transit, LIRR, Hampton Jitney	All	Yes							●	●		Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
East End Transportation Council, LIRR, County, State, and Federal Government	All	No								●		Long Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	No								●		Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Suffolk County Transit	All	Yes						●		●		Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
NYS DOT; SCT; CAC's/civics	All	No						●				Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
State Assemblyman; County Legislator; East End Supervisors & Mayors; East End Trans. Council	All	No						●				Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Congressman; State senate member; EES&MA; EETC, LIRR	All	No						●				Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



TRANSPORTATION / AIR QUALITY

<i>DESCRIPTION</i>				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Trans 005e	Public Transportation	Advocate for the coordination of rail, bus, and ferry schedules to increase efficiency of intermodal transportation, reduce travel times and encourage use.	Regulation	Office of Energy and Sustainability, Highway / Municipal Works
Trans 005f	Public Transportation	Identify a location(s) for and implement an intermodal transit hub that accommodates expanded rail, bus, and demand responsive feeder/distributor services, park-and-ride facilities, bicycle parking, and a range of passenger amenities.	Capital Project	Office of Energy and Sustainability, Highway / Municipal Works
Trans 006	Parking	Consider revisions to commercial parking standards to reduce high parking requirements where unnecessary.	Zoning Ordinance	
Trans 007	Reduced Emissions and Alternate Fuel Vehicles	Support the Town's policy requiring procurement of hybrid and energy efficient vehicles -- adopted in 2011-- with prominent signage on the vehicles that promote efficiency and a link (or QR code) to the Town website for more information.	Policy	
Trans 008	Resilient Infrastructure Construction	Source heat resistant pavement materials for road repair and new construction.	Program	Business Management, Green Committee
Trans 009	Resilient Infrastructure Construction	Assess transportation infrastructure vulnerable to flooding from extreme weather events and sea level rise and identify adaptation strategies, including potential relocation to higher ground.	Study	DLM, Highway, Town Board

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Education	Quality of Life	Economics	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
Congressman; State senate member; EES&MA; EETC	All	No						●				Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
State and County DOTs, NYS DOT (511 Rideshare), Suffolk County Transit, LIRR, Hampton Jitney	All	No									●	Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	Yes									●	Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Highway; Police; other depts. Outside agencies	Municipal	No										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	No						●				Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
State, County DOT's, LIRR	All	No										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



TRANSPORTATION / AIR QUALITY

TACTIC	RESOURCES + NOTES
Trans 001	Town of Southampton Resolution 2008-532: Policy enacted in 2011; Compliance procedure must be developed Signs created; posting sites identified; must be posted at Town facilities; Original policy distributed; re-distribute in paychecks Recommendation 7: Report to Southampton Town Board from Green Committee May 8, 2009 References: PlaNYC, Nantucket, MA Climate Action Plan, Madison Sustainability Plan, EPA Idle-Reduction Campaign
Trans 002a	SEEDS report, page 74; LEED ND SLL Credit 4; Potential Bike rack funding through Cornell Cooperative extension in the resources & notes
Trans 002b	LEED ND SLL Credit 4; Section 4-9 SEEDS report
Trans 002c	LEED ND SLL Credit 4; Section 4-9 SEEDS report
Trans 002d	SEEDS report, page 73; LEED ND SLL Credit 4
Trans 002e	
Trans 003	NYS DOT Complete Streets policy; Eugene, OR: A Community Climate and Action Plan, Strategy 13.3, page 32
Trans 004a	NYS DOT van pooling program available; facilitate & otherwise support DOT outreach to Southampton Town as an employer & other large employers with high density employment centers; Include the lot under consideration for the vicinity of the LIE and Route 58 Southampton Town Sustainability Vision 08.16.2014; Boston, MA: A Climate of Progress, 2011; SEEDS Report, page 26
Trans 004b	
Trans 004c	
Trans 004d	Southampton Town Sustainability Vision 08.16.2013 Hopstop.com
Trans 004e	The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience
Trans 004f	
Trans 005a	
Trans 005b	Continue Town bus shelter installation program; work with agencies for additional shelters / funding. Focus sidewalk installations near bus stops. Evaluate roadway related changes to improve current bus stop accommodations & support long range bus rapid transit concept in key corridors. (Bus pull outs; signal preemption, parking). LEED ND NPD Credit 7; Sustainable Southampton Advisory Committee
Trans 005c	Advocate for Sunday & holiday bus service, especially in peak times Hampton Bays Corridor Strategic plan recommends streamlined route along Montauk Highway and/or Hampton Bays shuttle.
Trans 005d	
Trans 005e	Southampton Town Sustainability Vision 08.16.2011; SEEDS, page 26
Trans 005f	SEEDS, page 28 Eugene, Oregon Strategy 14.2
Trans 006	Southampton Town Sustainability Vision 08.16.2012; LEED ND NPD Credit 5
Trans 007	Evaluate purchase of alternative fuel vehicles, including access to alternative fueling systems. References: ECOtality Program, Sustainable Sites Initiative 8.8 (p.208), Recommendation # 4 -Government; Report to Southampton Town Board from Southampton Green Committee May 8, 2010
Trans 008	Recommend roundabouts where feasible; other traffic control measures which reduction congestion & waiting time (i.e. Synchronized signals); SEEDS report, page 22
Trans 009a	
Trans 009b	

LINK(S)

http://www.epa.gov/otaq/stateresources/policy/transp/tcms/extended_idling.pdf
http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf
http://www.ackenergy.org/Climate_Plan_Public_DRAFT_1_14_1_3_.pdf
<http://epa.gov/cleanschoolbus/antiidling.htm>

http://eastendtransportation.org/gallery/report_1.pdf

http://eastendtransportation.org/gallery/report_1.pdf

http://www.eugene-or.gov/portal/server.pt/gateway/PTARGS_0_2_361126_0_0_18/00_CEAP_FINAL_10%2018%2010_no%20appendices.pdf

http://eastendtransportation.org/gallery/report_1.pdf

www.carsharing.net

www.hopstop.com

<http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf>

<http://www.dos.ny.gov/lg/publications/LGEProjectReports/2005/SouthamptonFinalReport.pdf>

http://www.eastendtransportation.org/gallery/report_1.pdf

http://eastendtransportation.org/gallery/report_1.pdf

http://eastendtransportation.org/gallery/report_1.pdf
http://www.eugene-or.gov/portal/server.pt/gateway/PTARGS_0_321_370860_0_0_18/CEAP.ProgressReport.2011.WEB.pdf

<http://www.ecotality.com/>
http://www.sustainablesites.org/report/SSI_Guidelines_Draft_2008.pdf

http://eastendtransportation.org/gallery/report_1.pdf



ENERGY & CARBON



INTRODUCTION

Southampton is a signatory to the US Conference of Mayors Climate Protection Agreement, which commits participating municipalities to strive to meet or beat the Kyoto Protocol targets in their own communities. This section of the plan is aimed at fulfilling that commitment with strategies for reducing the Town's carbon footprint.

GOAL

Become carbon neutral through a combination of conservation, efficiency, and alternative energy sources.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS Southampton is located in one of the most expensive energy markets in the country and accordingly it is fiscally prudent to minimize energy usage.

SOCIAL: Climate change is the world's leading health threat.

ENVIRONMENTAL: Because climate change poses a direct threat to the New York shoreline, any effort to reduce carbon footprint is a benefit to a waterfront community like Southampton.

TACTIC HIGHLIGHTS

Develop a Climate Action Plan.

Proceed to the next step on the Town's ESCO energy audit in order to realize new efficiencies, cost savings, and provide municipal leadership on energy-saving retrofits.

Amend the zoning code to allow the development of commercial-scale renewable energy installations (e.g. "solar farms") with appropriate location and site plan controls.

RELATED FOCUS AREAS

Green Buildings, Transportation, Air Quality, Land Use, Economics, Education, Waste

ENERGY & CARBON TOPICS



LONG-TERM ENERGY PLANNING

001a 001b 001c 001d 001e 001f 001g 001h

ENERGY AND CARBON AUDITS

002a 002b

CLEAN ENERGY: RENEWABLES

003a 003b 003c 003d 003e 003f 003g

ENERGY AND CARBON REDUCTION

004a 004b 004c 004d 004e

EDUCATION

005a 005b 005c

ENERGY & CARBON

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Energy 001a	Long-term energy planning	Develop a comprehensive energy and climate action plan with a tiered approach for achieving carbon neutrality for Town facilities by 2040 (i.e: 30% reduction over baseline by 2020, 50% by 2025, etc). Plan should include recommendations for the EPA GHG emissions groups: scope 1,2, and 3.	Policy	Department of Land Management, Highway Department, Municipal Works, Green Committee, Town Board
Energy 001b	Long-term energy planning	Partner with a local Renewable Energy Credit provider, such as LIPA, to provide clean energy for municipal uses when appropriate.	Study, Policy	Town Board
Energy 001c	Long-term energy planning	Support the construction and expansion of, and improvements to all forms of energy supply infrastructure as a means to provide enhanced environmental benefits, greater fuel diversity and consumer choice to all Southampton Town residents.	Policy	Town Board
Energy 001d	Long-term energy planning	Support improvement of the electrical grid by working with the local utility (LIPA) to upgrade their infrastructure and to provide smart grid features such as smart metering.	Regulation	Department of Land Management
Energy 001e	Long-term energy planning	Assess the feasibility, costs and benefits of having a regional waste-to-energy plant	Study	Land Management, Green Committee
Energy 001f	Long-term energy planning	Work with LIPA and NY State to determine the potential for the development of microgrids in Town	Study	Office of Energy and Sustainability, Department of Land Management
Energy 001g	Long-term energy planning	Identify energy infrastructure vulnerable to flooding damage and strategies for protection under extreme weather events and sea level rise.	Study	
Energy 002a	Energy and Carbon Audits	Complete the ESCO energy and carbon audit and implement recommendations	Audit	Municipal Works Department (Buildings and facilities Division), Town Comptroller
Energy 002b	Energy and Carbon Audits	After determining the proportion of the Town's carbon footprint generated by municipal actions, perform energy/ carbon audits on a regular basis for all town buildings, transportation systems, and other emissions sources to monitor and measure reduction achievements. This monitoring should be done in coordination with long term energy planning tactics.	Audit	Office of Energy and Sustainability, Department of Land Management, Highway / Municipal Works
Energy 003a	Clean Energy: Renewables	Determine the feasibility of creating a commercial-sized wind turbine power plant on Town-owned land	Study	Office of Energy and Sustainability, Department of Land Management
Energy 003b	Clean Energy: Renewables	Provide information to private building owners on opportunities for alternative funding sources, such as grants or tax breaks, for onsite renewable system installation and operation and Renewable Energy Credit (REC) purchases..	Policy, Educational Campaign	Citizen's Response Center

PARTNERSHIPS			RELATED FOCUS AREA							TRACKING					
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
LIPA, NYSERDA	All	No	●	●					●	●		Intermediate term		●	
LIPA	All				●				●	●		Intermediate Term	○		
	All				●							1-2 years	○		
	All				●							Long Term	○		
													○		
Hydra Systems		Yes	●	●								Long Term	○		
													○		
LIPA, NYS, FEMA															
	Municipal				●				●	●		Short Term	○		
	Municipal				●				●	●		Short Term	○		
	Municipal				●				●			Short Term	○		
	All				●				●			Short Term	○		



ENERGY & CARBON

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Energy 003c	Clean Energy: Renewables	Consider renewing the Town's contract with the Green Choice Program to purchase annual wind energy credits when budget appropriations allow.	Policy	Office of Energy and Sustainability
Energy 003d	Clean Energy: Renewables	Encourage the use of clean energy by allowing for PV panels on structures in parking lots or silver roofs on commercial buildings, where appropriate.	Zoning ordinance / Building code	LIPA, RELI
Energy 003e	Clean Energy: Renewables	Currently, only about 2% of Long Island's power supply is sourced from on-island renewable energy sources. Where possible in Town facilities implement a program for on-site renewable energy generation	Guideline	
Energy 003f	Clean Energy: Renewables	Consider ways for multiple users to share the benefits of a single solar installation [Community solar].	Program	LIPA
Energy 003g	Clean Energy: Renewables	Develop a Solar Map interactive tool for viewing the non-residential locations of existing solar installations in Town. In addition, allow users to calculate the benefits of going solar by determining the potential size and cost for solar electric and hot water systems.	Program	
Energy 004a	Energy and Carbon Reduction: Buildings	Support efforts to educate residents about the problems associated with light pollution and the Town regulations that help to curtail it. Consider strengthening the Town's existing Outdoor Lighting Code	Education	
Energy 004b	Energy and Carbon Reduction: Buildings	Establish design guidelines and standards for site design to promote optimum conditions for the use of passive and active solar strategies, as well as landscaping to provide shade and cooling. Establish incentives such as expedited review for applications that utilize standards.	Regulation, Incentive	Office of Energy and Sustainability
Energy 004c	Energy and Carbon Reduction: Buildings	Develop an initial peak load management program for municipal buildings, including smart meters and real-time pricing.	Study	Office of Energy and Sustainability, Department of Land Management
Energy 004d	Energy and Carbon Reduction: Services	Adopt a policy which addresses and promotes to the use of the state of the art energy efficiency equipment for all Town capital projects.	Policy	Municipal Works, Department of Parks and Recreation, Hampton Bays Water Districts
Energy 004e	Energy and Carbon Reduction: Town Operations	Create incentive programs for Town Departments to use less energy -- e.g. green teams, competitions, awards, etc. Include energy efficiency in Department performance review goals.	Incentives	Quality of Life, Education
Energy 005a	Education	Establish a coordinated education campaign to increase impact of energy and carbon reduction plans.	Educational Campaign	Green Buildings, Transportation, Quality of Life, Education
Energy 005b	Education	Establish Town-wide campaign for saving energy by shutting down computers and office equipment when not in use. (See 2009 LIPA audit.)	Educational Campaign	Green Buildings, Quality of Life, Education
Energy 005c	Education	Create a flyer for property owners to let them know that a permit may be needed for electrical updates to accommodate plug-in vehicles.	Educational Campaign	Green Buildings, Transportation, Quality of Life, Education

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
Clean Choice	Municipal	No			●							Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	All	No			●							Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	Yes		●									<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	Residential and Commercial	Yes											<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	Yes											<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No			●							Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No			●							Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	Yes						●				Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Green Committee	All	Yes										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Green Comittee	Municipal	Yes						●				Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	Yes						●					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



ENERGY & CARBON

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Energy 001a	Leading the Way. Long Island Municipal Implementation of Clean Energy Solutions, 2009 Climate Smart Communities
Energy 001b	
Energy 001c	
Energy 001d	Recommendation # 2 -Government; Report to Southampton Town Board from Southampton Green Committee May 8, 2011
Energy 001e	
Energy 001f	LEED ND GIB Credit 12 (p.413)
Energy 001g	Galvin Electricity Initiative
Energy 001h	NYS Climate Adaptation Plan
Energy 002a	Recommendation # 2 -Government; Report to Southampton Town Board from Southampton Green Committee May 8, 2011 The Zofnass Rating System for Sustainable Infrastructure
Energy 002b	
Energy 003a	
Energy 003b	
Energy 003c	
Energy 003d	
Energy 003e	
Energy 003f	Community options are needed to expand access to solar power for renters, those with shaded roofs, and those who choose not to install a residential system on their home for financial or other reasons.
Energy 003g	
Energy 004a	LEED ND GIB Credit 11 (p.407) LEED ND GIB Credit 10 (p.401)
Energy 004b	Sustainable Sites Initiative 8.4 (p.201) plaNYC (p.108) LIPA
Energy 004c	Leading the Way: Long Island Municipal Implementation of Clean Energy Solutions
Energy 004d	
Energy 004e	
Energy 005a	
Energy 005b	

LINK(S)

http://www.molloy.edu/Documents/Sustainability/Leading_the_Way.pdf
<http://www.dec.ny.gov/energy/50845.html>
<http://www.dec.ny.gov/energy/50845.html>

http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=NY04F&RE=1&EE=1

http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=NY04F&RE=1&EE=2

http://www.galvinpower.org/sites/default/files/John_Kelly_Microgrid_Briefing_52010.pdf

http://www.gsd.harvard.edu/research/research_centers/zofnass/

http://www.dsireusa.org/incentives/incentive.cfm?Incentive_Code=NY04F&RE=1&EE=4

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf

See pdf reference guide

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf
http://www.lirpc.org/3.2010-12-02_LI2035StrategiesReport.pdf

<http://www.nrel.gov/docs/fy11osti/49930.pdf>

http://www.cityofberkeley.info/Planning_and_Development/Energy_and_Sustainable_Development/Berkeley_Solar_Map.aspx

http://www.sustainablesites.org/report/SSI_Guidelines_Draft_2008.pdf
See PDF reference guide

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf

http://www.molloy.edu/Documents/Sustainability/Leading_the_Way.pdf

http://www.gsd.harvard.edu/research/research_centers/zofnass/

http://www.molloy.edu/Documents/Sustainability/Leading_the_Way.pdf
http://www.sustainablesites.org/report/SSI_Guidelines_Draft_2008.pdf



GREEN BUILDINGS



INTRODUCTION

'Green buildings' represents an area particularly suited to municipal action for promoting sustainability because the Town regulates the built environment through its building and zoning codes. It is an area where small investments in code amendments or review standards can yield substantial gains. The Town of Southampton has already made significant progress in this area when it enacted the Residential Construction Energy Code in 2008, and Commercial Construction Energy Code in 2010. This section of the plan seeks to continue and strengthen these efforts, and ensure that Town development standards evolve along with Industry innovation.

GOAL

Promote new development that minimizes the carbon footprint of building construction, renovation and operations, that provides a healthy environment for occupants, and that utilize natural systems to support a high quality of life.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS Greening Southampton's building stock is an economic opportunity for the local construction industry.

SOCIAL Green buildings are the physical manifestation of Southampton's commitment to stewardship.

ENVIRONMENTAL Green buildings are less resource intensive.

TACTIC HIGHLIGHTS

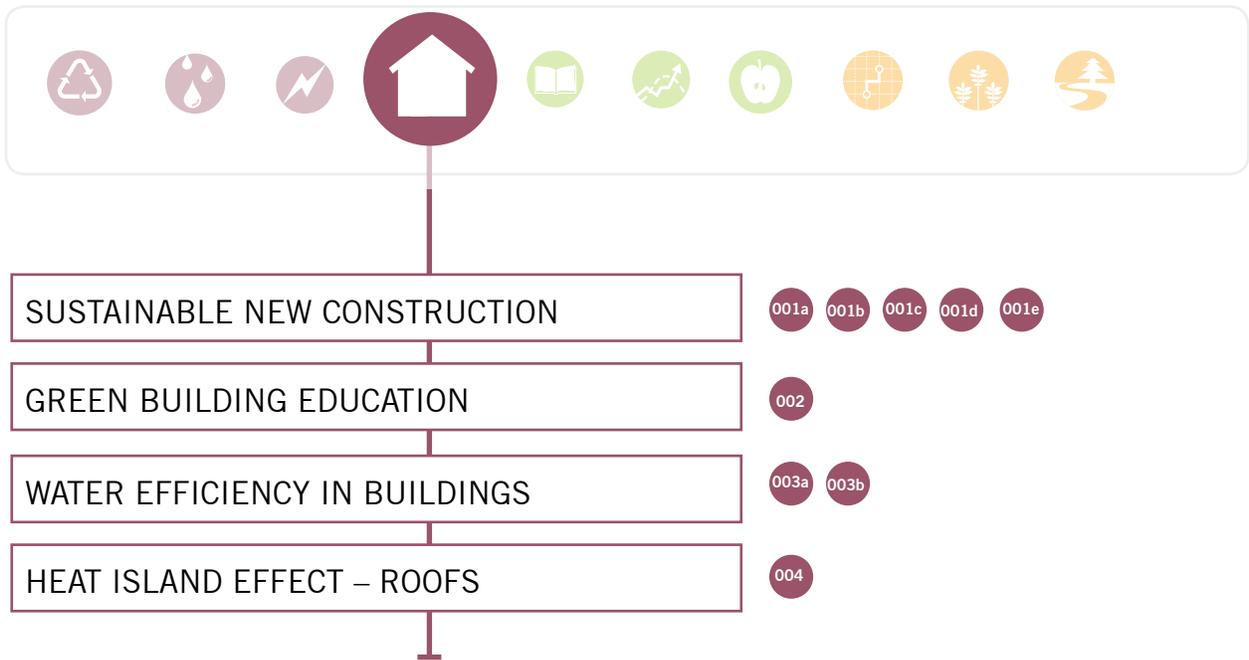
Establish a system for regular (i.e. biennial) evaluation and updates to the Town's Energy Code, based on a review of LEED, Energy Star and other 3rd party certification standards, in order to keep up with advances in technology, and lower costs/increased feasibility.

Amend Chapter 123 of the Town Code, Building Construction, to incorporate sections on green building practices beyond energy, such as materials, roofing, demolition, water use, etc., referencing third party rating systems such as LEED, Green Globes, National Green Building Standard (ICC 700), etc., and establishing requirements and/or providing incentives for achieving specific rating levels. Any such amendment must comply with the New York State Building Code.

RELATED FOCUS AREAS

Energy & Carbon, Water, Waste, Land Use, Economics

GREEN BUILDING TOPICS



GREEN BUILDINGS

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Green Buildings 001a	Sustainable new construction	Consider establishing a system for regular (i.e. biennial) evaluation and updates to the Town's Energy Code, based on a review of LEED, Energy Star and other 3rd party certification standards, in order to keep up with advances in technology, and lower costs/increased feasibility.	Regulation	DLM-Building & Zoning, Green Committee
Green Buildings 001b	Sustainable new construction	Consider amending Chapter 123 of the Town Code, Building Construction, to incorporate sections on green building practices beyond energy, such as materials, roofing, demolition, water use, etc, referencing third party rating systems, such as LEED, Green Globes, National Association of Home Builders, etc, and establishing requirements and/or providing incentives for achieving specific rating levels. In the case of historic structures, guidelines from entities such as the EPA, National Trust for Historic Preservation and US Secretary of the Interior should be consulted when the objective is to preserve the original integrity of a historic building.	Regulation	DLM-Building & Zoning, Green Committee
Green Buildings 001c	Sustainable new construction	Utilize the building permit process as an opportunity to educate applicants and contractors on green building design -- e.g. distribute educational materials to applicants, prompt applicants to consider green building features through a query on the application form, direct outreach to contractors through Building Department contacts, etc.	Education	Office of Energy & Sustainability, Green Committee, CRC
Green Buildings 001d	Sustainable new construction	Use the Town's licensing program to track and promote contractor certification in green building practices.	Program	Licensing Review Board, Office of Energy & Sustainability, Green Committee, CRC
Green Buildings 001e	Sustainable new construction	Educate and train building inspectors to become advocates for green building practices with applicants.	Program	Office of Energy & Sustainability, Business Management
Green Buildings 002	Green Building Education	Conduct periodic education events for contractors and homeowners on green building practices, as occurred to introduce the Town's energy code in 2009.	Education	Office of Energy & Sustainability, CRC
Green Buildings 003a	Water Efficiency in Buildings	Create building code requirements for ultra low flush / waterless urinals in all town facilities and consider for new commercial projects	Regulation	Office of Energy and Sustainability, Department of Land Management, Municipal Works, Housing Authority
Green Buildings 003b	Water Efficiency in Buildings	Incentivize greywater or cistern systems -- i.e. for new buildings over 5,000 sf. Based upon a pilot program create a set of guidelines for the use of greywater systems within the Town	Study, Incentive	Office of Energy and Sustainability, Department of Land Management, Municipal Works, Housing Authority
Green Buildings 004	Heat Island Effect – Roofs	Consider a building code requirement that will reduce the heat island effect, such as incorporating the use light-colored roofing materials with high solar reflectance index (SRI) for more than 75% of the roof surface. Sensitivity to historic structures and their context should be part of any future building code requirement.	Regulation	

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Energy & Carbon	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
	Residential	Yes		●	●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	Commercial	Yes			●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	Commercial	Yes			●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	Commercial	Yes			●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Long Island Chapter of the Green Building Council	All	Yes										Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	Municipal	No										Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
LI Green Homes Council	All	No							●			Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	Residential	No										Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	Commercial	No			●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
S.C. Water Authority	Town-wide	No			●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
	All	No			●							Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>



GREEN BUILDINGS

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Green Buildings 001a	LEED NC Precedents: LEED Initiatives by State Build It Green Checklist
Green Buildings 001b	Guides to, and comparative evaluations of, rating systems are published regularly, by government and the private sector LEED NC Precedents: LEED Initiatives by State Build It Green Checklist
Green Buildings 001c	Southampton Building Code
Green Buildings 001d	
Green Buildings 001e	
Green Buildings 002	Southampton Building Code
Green Buildings 003a	PlaNYC Build It Green Checklist
Green Buildings 003b	PlaNYC Build It Green Checklist
Green Buildings 004	LEED SS7.2

LINK(S)

<http://www.usgbc.org/ShowFile.aspx?DocumentID=5030>
<http://www.builditgreen.org/guidelines--checklists/>
<http://www.usgbc.org/ShowFile.aspx?DocumentID=9907>

<http://www.usgbc.org/ShowFile.aspx?DocumentID=5030>
<http://www.builditgreen.org/guidelines--checklists/>

<http://www.ecode360.com/8694497>

<http://www.ecode360.com/8694497>

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf
<http://www.builditgreen.org/guidelines--checklists/>

http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf
<http://www.builditgreen.org/guidelines--checklists/>

http://www.leeduser.com/credit/CS-2009/SSc7.2?ip_login_no_cache=cf64ddb2c1ebe26ac6b113f41a15d435



WASTE



Town of Southampton Solid Waste Management Plan

INTRODUCTION

Southampton no longer has an active landfill in the Town, and solid waste is carted off Long Island for disposal upstate or further west. While this practice puts municipal waste out of sight and can put it out of mind, it is costly and has a large carbon footprint. Methane emanating from landfills is twenty-one times more potent than carbon dioxide in contributing to greenhouses gases, and the long-distance hauling contributes as well. The Town of Southampton adopted a Municipal Solid Waste Management Plan (SWMP) in 2011 to improve waste collection and encourage waste reduction, reuse and recycling. This section of the plan reflects the approved SWMP, while proposing zero waste production as an aspirational goal addressing both the fiscal and environmental impacts of waste management in the Town.

GOAL

Achieve net zero waste production by minimizing waste production and treating waste as a resource rather than a by-product.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS The reduction of municipal solid waste volume saves money for the Town by potentially reducing tipping fees. Diversion of recyclable materials, such as

paper, offers the potential opportunity to convert waste into a cash resource.

SOCIAL A long-term approach to waste management further ensures the health and wellness of the citizens of Southampton.

ENVIRONMENTAL Typically, about two-thirds of landfill waste is biodegradable organic matter and when this material decomposes, it releases the potent greenhouse gas methane. Reducing municipal solid waste reduces the Greenhouse gas emissions of the Town.

TACTIC HIGHLIGHTS

Adopt and implement the 2011 Draft Solid Waste Management Plan

Remove organic matter from the waste stream by developing a food waste composting program.

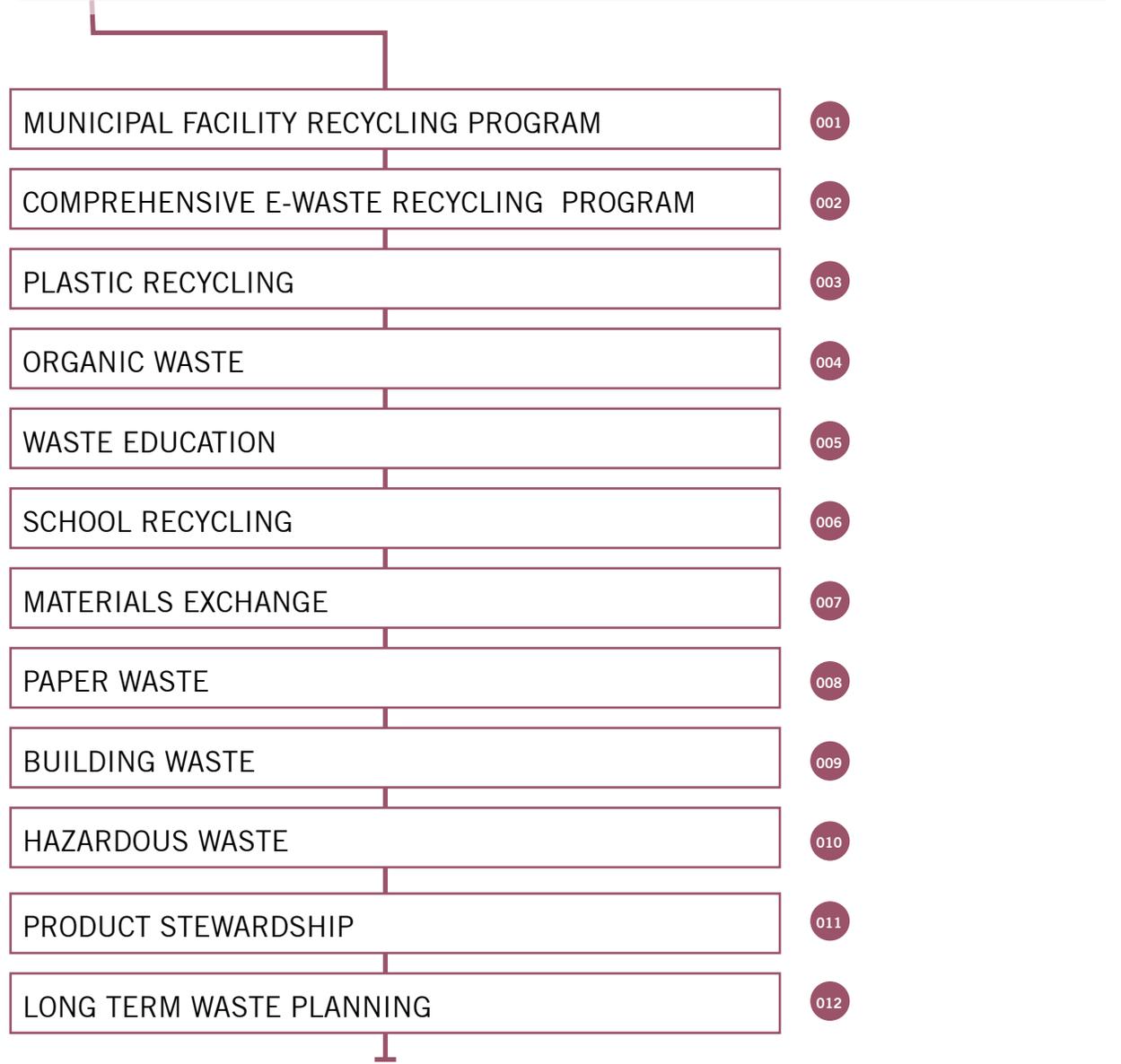
PROPOSED INITIAL TACTIC

Support the food waste composting recommendation to assess capacity to begin food waste composting at a small scale as per the Solid Waste Management Plan Update.

RELATED FOCUS AREAS

Green Buildings, Air Quality, Land Use, Energy and Carbon

WASTE TOPICS



WASTE

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Waste 001	Municipal Facility Recycling Program	Per the recommendation of the Draft Solid Waste Management Plan, where practical expand municipal recycling operations to address all waste types, beginning with an expansion of the types of plastics accepted (i.e. 3 through 7) for which there is a market.	Program	Municipal Works - Building Maintenance and Facilities, Municipal Works - Waste Management, Parks & Recreation, Highway, Human Services, Solid Waste Advisory Committee
Waste 002	Comprehensive e-waste recycling program	Continue to expand educational efforts to promote and increase the use available recycling services in the Town.	Program	Municipal Works - Waste Management, Solid Waste Advisory Committee
Waste 003	Plastic Recycling	For local schools and other governmental organizations not under direct Town control, when possible continue to aide and assist these organizations to establish recycling programs too.	Program	Community Response Center, Solid Waste Advisory Committee
Waste 004	Organic Waste	Identify and assess options for the collection and composting of food waste, potentially as part of a regional effort.	Pilot	Sustainability Office/Green Committee; Planning/ Agricultural Advisory Committee, Solid Waste Advisory Committee
Waste 005	Waste Education	Develop and implement a comprehensive approach for education and outreach that promotes resource stewardship, waste reduction and diversion, and indicates the links between waste and other environmental issues such as water quality.	Educational Program	Sustainability Office/Green Committee; Community Response Center
Waste 006	School Recycling	Coordinate outreach and education with programs in local schools.	Educational Program	Sustainability Office/Green Committee,
Waste 007	Materials Exchange	Support private sector efforts to divert waste from landfills through assistance with promotion, space, resources, connections, etc. Potential candidates for support include 'freecycling' networks, programs that collect materials for use by classrooms and non profits, thrift shops, and salvage efforts.	Program - Voluntary	Solid Waste Advisory Committee
Waste 008	Paper Waste	Further reduce paper use by the Town through increased use of electronic technology for communications, applications and permits, FRPs, bids, maps, meeting notices and agendas, SEQRA, environmental review, etc.	Policy	All Town departments
Waste 009	Building Waste	Develop a program to divert construction and demolition (C&D) waste materials from landfills [See the EPA's guideline: Construction Waste Management Section 01 74 19 for more detail]. including guidelines and procedures for assessing projects salvageable materials prior to demolition for salvageable materials. Coordinate this effort with the Town's environmentally preferable purchasing protocols for reusable construction products and materials.	Guideline	Land Management Municipal Works - Building Maintenance and Facilities, Municipal Works - Waste Management
Waste 010	Building Waste	Encourage the adaptive reuse of older buildings/historic structures; provide incentives. When demolition is unavoidable, require the recycling, reuse, or donation of materials.	Program; Policy	Land Management Landmarks & Planning Board Municipal Works - Waste Management

PARTNERSHIPS			RELATED FOCUS AREA							TRACKING					
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Energy & Carbon	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated 	In Place 	Completed 
	Municipal	No										Intermediate term			
Business groups, such as local Chambers of Commerce, SBA, industry associations, etc.	Commercial	Yes										Intermediate Term			
	Town-wide	Yes										Short Term			
Cornell Cooperative Extension, Agricultural community, Local supermarkets	Residential	Yes										Short Term			
Suffolk Clean Water Coalition	Town-wide	Yes										Long Term			
Area school districts	Town-wide	Yes										Short Term			
Area school districts and pta, salvage companies, thrift shops, etc.	Town-wide	Yes										Intermediate Term			
	Town-wide											Short Term			
	Municipal											Short Term			
Nonprofits	Commercial Residential	Yes										Short Term			

WASTE

<i>DESCRIPTION</i>				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Waste 0010	Hazardous Waste	Reduce illegal dumping of hazardous waste, such as oil based paint, insecticides, poisons and household batteries, by increasing the frequency of Household Hazardous Waste (HHW) Collection Days.	Program	Municipal Works - Building Maintenance and Facilities, Municipal Works - Waste Management, Solid Waste Advisory Committee
Waste 0011	Product Stewardship	Provide information to consumers about local retailers and manufacturers that take back products and packaging at the end of their useful life, such as used ink jet cartridges, eyeglasses, cellphone donation, car donations, textile recycling, pharmaceuticals etc.	Educational Program	Business Management, Land Management, Municipal Works-Waste Management, Solid Waste Advisory Committee

PARTNERSHIPS			RELATED FOCUS AREA										TRACKING		
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Energy & Carbon	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
	Residential	Yes										Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	Residential	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
													<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>



WASTE

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Waste 001	Per the recommendation of the Draft Solid Waste Management Plan 2011 -2055, Final Draft for Public Comment, dated 12.08.2011, Section 6.2.6
Waste 002	Per the recommendation of the Draft Solid Waste Management Plan 2011 -2055, Final Draft for Public Comment, dated 12.08.2011, Section 6.2.6 The Town operates four residential self hauler transfer facilities; two of which receive E-Waste, however the Transfer Facilities are for residential not commercial businesses. NYS Law requires manufacturers to take responsibility for recycling many types of electronic equipment that they have produced at no fee.
Waste 003	Per the recommendation of the Draft Solid Waste Management Plan 2011 -2055, Final Draft for Public comment, dated 12.08.2011, Section 6.2.7; would require support with education and outreach
Waste 004	Per the recommendation of the Draft Solid Waste Management Plan 2011 -2055, Final Draft for Public comment, dated 12.08.2011, Section 6.3.2 Oakland's Zero Waste Campaign; NYC's Greenmarket Program collects food waste at its farmers markets; The Town should assess existing farm compost operations for their interest in, and potential capacity for, accepting consumer food wastes.
Waste 005	Per the recommendation of the Draft Solid Waste Management Plan 2011 -2055, Final Draft for Public Comment, dated 12.08.2011, Section 6.4.2 Should be coordinated with other environmental education efforts (see Education section).
Waste 006	Per the recommendation of the Draft Solid Waste Management Plan 2011 -2055, Final Draft for Public Comment, dated 12.08.2011, Section 6.2.6
Waste 007	Preliminary research has shown that additional staffing is required to ensure that the deposition area is not inundated with trash in an effort to bypass fees. Local municipalities incur costs of up to \$80,000/year on disposal costs of unwanted "material exchange" items. There are also liability issues associated with parasites and safety issues with mechanical and electrical items (lamps/mowers). See: Albuquerque's Recycling and Zero Waste Strategy"
Waste 008	Per Recommendation # 6 -Government; Report to Southampton Town Board from Southampton Green Committee May 8, 2009
Waste 009	Sustainable Site Initiative Credit 7.4
Waste 0011	This is not generally a Town program, but NYS and Federal Laws. There are generally battery and electronics programs from vendors for residential return programs. Albuquerque's Recycling and Zero Waste Strategy
Waste 0012	

LINKS

http://www.southamptontownny.gov/file_storage/760/762/1122/1128/Southampton-SWMP-2011-2025.pdf

http://www.southamptontownny.gov/file_storage/760/762/1122/1128/Southampton-SWMP-2011-2025.pdf

http://www.southamptontownny.gov/file_storage/760/762/1122/1128/Southampton-SWMP-2011-2025.pdf

<http://www2.oaklandnet.com/Government/o/PWA/o/FE/s/GAR/OAK024364>
http://www.southamptontownny.gov/file_storage/760/762/1122/1128/Southampton-SWMP-2011-2025.pdf
<http://www.recyclebank.com/Brookhaven>

http://www.southamptontownny.gov/file_storage/760/762/1122/1128/Southampton-SWMP-2011-2025.pdf

http://www.southamptontownny.gov/file_storage/760/762/1122/1128/Southampton-SWMP-2011-2025.pdf

<http://www.cabq.gov/cap/strategies/recycling-and-zero-waste/recycling-and-zero-waste>

http://www.sustainablesites.org/report/Guidelines%20and%20Performance%20Benchmarks_2009.pdf

<http://www.epa.gov/rtp/campus/environmental/017419.pdf>

<http://www.cabq.gov/cap/strategies/recycling-and-zero-waste/recycling-and-zero-waste>



QUALITY OF LIFE



INTRODUCTION

The term Quality of Life refers to a combination of factors that contribute to life satisfaction, such as health and safety; access to life's necessities and enhancements, including goods, services, education, recreation and entertainment; the cost of living; type and length of commute to work, etc. At the Green Committee's forums on sustainability, health emerged as an important quality of life issue for Southampton residents, both in terms of personal, human health and the health of the ecosystems in which we live.

GOAL

Provide access for all Town residents to a healthy lifestyle including opportunities for active recreation, locally produced/organic food, safe drinking water, educational and cultural activities, community engagement, and personal fulfillment.

TRIPLE BOTTOM LINE VALUE ADDED

ECONOMICS A higher quality of life means the value of property, businesses, and investments in Southampton are stronger and more resilient.

SOCIAL The well-being of Southampton's citizens is improved.

ENVIRONMENTAL The natural beauty of Southampton is one of its greatest assets; Preserving, promoting and protecting the local ecology will help the Town to stay one of America's premier resort communities.

TACTIC HIGHLIGHTS

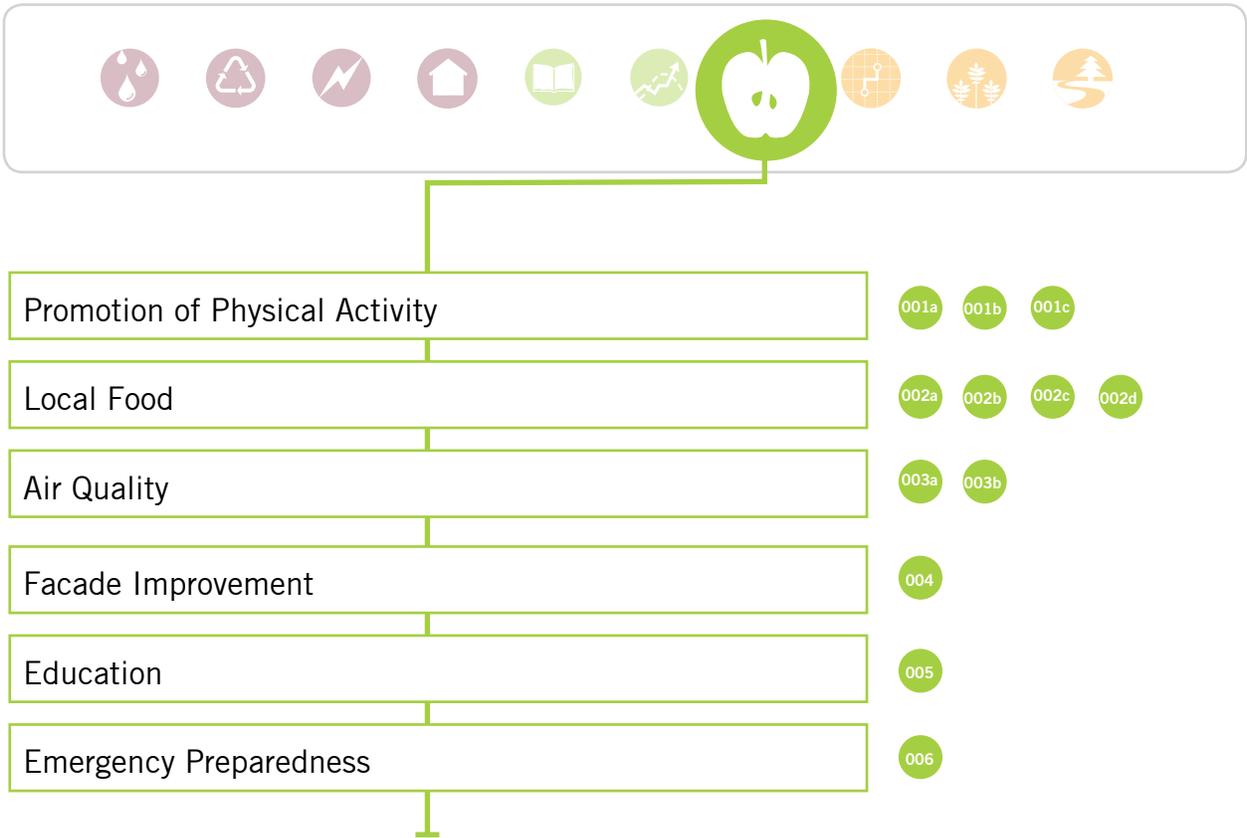
Develop a town-wide health challenge to encourage family wellness. For example, encourage residents to implement one healthier habit in their lives like eating fresh, locally grown food or increased walking. Teams comprised of families, civic groups, businesses, town employees, students, teachers, church groups, etc. can use an honor-system scorecard to track progress. Encourage local businesses to sponsor.

Develop and provide seed funding for a façade and site improvement program to assist and encourage property owners to improve the appearance and sustainability of their properties.

RELATED FOCUS AREAS

Economics, Education

QUALITY OF LIFE TOPICS



QUALITY OF LIFE

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Qual of Life 001a	Promotion of Physical Activity	Develop a town-wide health challenge to encourage family wellness. For example, Southampton can start by encouraging residents to implement one healthier habit in their lives like eating locally grown food. Teams comprised of families, civic groups, businesses, town employees, students, teachers, church groups, etc can use a honor-system scorecard to track progress. Encourage local businesses to sponsor. See Township of Scotch Plains, NJ as an example. http://www.scotchplainschallenge.com/	Program	Human Services
Qual of Life 001b	Promotion of Physical Activity	Provide outdoor fitness equipment and fitness trails in Town parks, including passive parks (note: grant funding may be available for this.)	Program	Human Services
Qual of Life 001c	Promotion of Physical Activity	Encourage walking and biking by expanding bicycle infrastructure, promoting bike routes, and providing safety education.	Program	Transportation Commission, Biking Citizen's Advisory Committee
Qual of Life 002a	Local Food	Increase support for farmers market initiatives, such as the youth-staffed farmers market at the Flanders Crohan Community Center by providing lands to host them.	Incentive, Subsidies, Public / Private Partnerships	Human Services
Qual of Life 002b	Local Food	Consider incentives and/or municipal support to encourage Community Supported Agriculture (CSA) efforts that provide a diverse array of affordable fresh produce to subscribers	Incentive, Subsidies, Public / Private Partnerships	Human Services
Qual of Life 002c	Local Food	Host a Green Lifestyle Fair, with speakers, presentations, discussions, film, informational literature, tours, etc. This can be in conjunction with, or in addition to, the "Great Greening" and "A Greener Southampton" campaign efforts.	Incentive, Subsidies, Public / Private Partnerships	Human Services
Qual of Life 002c	Local Food	Support the creation of community gardens by identifying, and making available, Town-owned land where they may be located.		
Qual of Life 002d	Agriculture	Recognize adaptation as the key component for continuance of agriculture so that any considerations related to agricultural production should maintain flexibility for changing circumstances and practices	Education	Agricultural Advisory Committee
Qual of Life 002e	Agriculture	Work with farmers, nonprofits, governmental agencies and educational institutions to help farmers strengthen the economic viability of their operations		
Qual of Life 003	Affordable Housing	Encourage and incentivize a variety of affordable housing (both rentals and for sale to include the rehabilitation of existing structures for housing stock), especially in Hamlets where it is most scarce. Assemble a working group of stakeholders to collaborate on an affordable housing plan.	Program	Town of Southampton Housing Authority, LIBI, Southampton Business Alliance, Suffolk County
Qual of Life 004	Affordable Housing	As discussed in the 1999 Comprehensive Plan, any affordable housing plan will consider the needs of a particular hamlet, the appropriateness of the site including all environmental considerations, the proposed development design to accommodate any increased density, and any potentially significant negative impacts to the school district or other special assessment district in which the proposed development is located.	Policy	Town Board, Town of Southampton Housing Authority, land Management
Qual of Life 005	Affordable Housing	Explore additional and alternative ways to finance affordable housing as recommended in the 1999 Comprehensive Plan Update.	Program	Town of Southampton Housing Authority,

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Economics	Education	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action	Not Initiated	In Place	Completed
	All	Yes					●	●				Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Green Committee		Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		Yes						●				Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Flanders Crohan Community Center	Municipal	Yes					●					Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Green Committee		Yes						●		●		Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	All	Yes										Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	Yes						●		●		Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	Yes							●			Long Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	Yes								●		Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		Yes										Long Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Residential	Yes					●			●		Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	Residential	Yes										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
													<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

QUALITY OF LIFE

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Qual of Life 006	Air Quality	Assist eligible landowners, agricultural producers, and others in managing local natural resources in a sustainable manner by creating a government resource guide. This guide should help residents and local businesses to apply for financial and technical assistance from local, state, federal and NGO organizations such as the Natural Resources Conservation Service Air Quality Incentives Program	Assessment	Human Services, Department of Land Management
Qual of Life 006a	Air Quality	Promote the planting of low-pollen trees to reduce heat without increasing allergenic pollen.	Program	Municipal Works, Parks and Recreation
Qual of Life 007	Community Beautification	Develop and provide seed funding for a façade and site improvement program to assist and encourage property owners to improve the appearance and sustainability of their properties.	Program	Building Department, Planning, Human Services
Qual of Life 008	Education	Utilize sustainability education and events to build community. Conduct outreach to existing civic and community groups, inviting collaboration.	Education Campaign	
Qual of Life 009	Emergency Preparedness	Develop an Extreme Heat Response Plan to ensure access to cooling services during extreme heat events. Include an education component to homeowners regarding energy efficient home cooling strategies.	Plan	Community Response Center, Town Board

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Qual of Life 001a	The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience PlaNYC Scotch Plains, NJ
Qual of Life 001b	
Qual of Life 001c	
Qual of Life 002a	The Madison Sustainability Plan: Fostering Environmental, Economic and Social Resilience
Qual of Life 002b	
Qual of Life 002c	
Qual of Life 002d	
Qual of Life 003a	Southampton Town Sustainability Vision 08.16.2011
Qual of Life 003b	
Qual of Life 004	
Qual of Life 005	
Qual of Life 006	

PARTNERSHIPS			RELATED FOCUS AREA										TRACKING	
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Energy & Carbon	Green Buildings	Quality of Life	Education	Economics	Transportation	Land Use	Stewardship	Recommended Timeframe for Initial Action		
	All	Yes							●			Long Term		
	All	Yes								●		Short Term		
Cornell Cooperative Ext.		Yes										Long Term		
Local Schools	All	Yes						●				Short Term		
LIPA, Keyspan	Municipal	Yes										Intermediate Term		

LINK(S)
http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf http://nytelecom.vo.llnwd.net/o15/agencies/planyc2030/pdf/planyc_2011_planyc_full_report.pdf http://www.scotchplainschallenge.com/
http://www.cityofmadison.com/sustainability/documents/SustainPlan2011.pdf
http://www.ny.nrcs.usda.gov/programs/eqip/air_quality.html

STEWARDSHIP



INTRODUCTION

Stewardship is an integral part of the larger concept of Sustainability because the function of stewardship is to sustain our existing natural, cultural and scenic resources for enjoyment by future generations. The Town of Southampton possesses considerable resources that need management, protection, and in some cases restoration. This section of the plan proposes stewardship tactics for agricultural lands, open space and greenbelt areas, woodlands, wetlands, trails, historic places, and fisheries.

GOAL

Ensure sustainable stewardship of the Town's natural, cultural, historic, and scenic resources, in both public and private ownership.

ECONOMICS Managing the natural resources of Southampton, such as fisheries, allows existing business to stay in the community.

SOCIAL Everybody, now and in the future, can enjoy the natural beauty of Southampton.

ENVIRONMENTAL Protecting the fisheries, woodlots and other natural resources of Southampton will allow future generations to enjoy the local natural capital.

TACTIC HIGHLIGHTS

Adopt and implement the recommendations of the 2012 Historic Districts study and amend the Town's regulations to facilitate their establishment.

Identify all Town-owned vacant land and ensure there is a maintenance plan for each.

RELATED FOCUS AREAS

Land Use, Water

STEWARDSHIP TOPICS



TRAIL PRESERVATION

001

HISTORIC PLACES

002

FISHERIES

003

NUTRIENTS IN ENVIRONMENT

004

EDUCATION

005

VACANT LAND

006

FOREST AND VEGETATION

007a

007b

STEWARDSHIP

DESCRIPTION				
Tracking Number	Topic	Tactic [Action]	Mechanism for Implementation	Supporting entities
Stewardship 001	Trail Preservation	Build upon the strong trail preservation program by creating criteria for the sustainable maintenance and sustainable development criteria for new trails.	Program	Trails Advisory Board; Planning Board, Cornell Cooperative Ext.
Stewardship 002a	Historic Places	Consider the results of the Historic Resources Inventory and where appropriate and consented to, facilitate the enactment of Historic Districts.	Regulations	The Town of Southampton Landmarks and Historic Districts Board, Community Preservation Fund
Stewardship 002b	Historic Places	Adopt and implement the recommendations of the Historic Resources Survey (AKRF) and amend any applicable Town regulations to facilitate their establishment.	Plan	Landmarks and Historic Districts Board
Stewardship 002c	Historic Places	Identify all (non-cpf) Town-owned vacant land and ensure there is a maintenance plan for each.		Landmarks and Historic Districts Board
Stewardship 003	Fisheries	Create an action plan to address remaining items to be implemented under the Marine Resources Protection and Management Plan.	Existing Plan	Town Trustees
Stewardship 004	Nutrients in Environment	Propose a set of regulations to limit the amount of Nitrogen and Phosphorus (nutrients) that are permitted to enter the environment (especially surface waters) for man-made sources and/or actions, exclusive of agricultural activities	Regulations	Town Trustees, NYSDEC, Suffolk County
Stewardship 005	Education	Educate property owners on home landscape stewardship- i.e. low input land management techniques including IPM (integrated pest management), xeriscaping, native plants, lawn alternatives, etc. through information distributed with permit applications, Town website, contractors and retailers, etc.	Education	Parks & Rec, Green Committee, Trustees
Stewardship 006	Vacant Land	Inventory all vacant Town-owned lands and identify and/or assign responsibility for maintenance to prevent sites from falling into a poor condition or attracting illegal dumping. Consider development of some lots for pocket parks.	Program	Municipal Works, Parks & Rec, CPF, Town Board
Stewardship 007a	Forest and Vegetation	Sustainably manage forest resources to prevent fragmentation; identify and prioritize key forest sustainability issues for the Town for areas not covered by the Central Pine Barrens Land Use Plan.	Program, Planning	CPF
Stewardship 007b	Forest and Vegetation	Consider the enactment of a vegetation protection ordinance to protect significant trees and landscape features.	Legislation	
Stewardship 008	Marine Resources	Continue to focus on Stormwater runoff abatement	Policy; regulation	Trustees
Stewardship 009	Marine and Freshwater Resources	Where appropriate, partner with the Town Trustees on long-term efforts for habitat protection to sustain fisheries and other marine-related industries	Planning	Trustees

PARTNERSHIPS			RELATED FOCUS AREA								TRACKING				
Potential Partnerships	Sector [Municipal, Commercial, Residential, All]	Opportunity for Private Sector, Individual or Volunteer Initiative (Y/N)	Water	Waste	Green Buildings	Energy & Carbon	Education	Quality of Life	Economics	Land Use	Transportation	Recommended Timeframe for Initial Action	Not Initiated	Place	Completed
	All	Yes									●	Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	All	No									●	Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
	All	No										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	Yes										Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	No			●						●	Short Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Peconic Baykeeper	All	No			●							Short Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
PEP, Peconic Baykeeper, Nature Conservancy, relevant businesses	Residential	No					●				●	Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Municipal	No									●	Intermediate Term	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
NYSDEC, US Forest Service, American Forests, Suffolk County	All	Yes									●	Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	All	No									●	Intermediate Term	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
													<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
													<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

STEWARDSHIP

REFERENCES AND LINKS

TACTIC	RESOURCES + NOTES
Stewardship 001	Chapters 247 and 298 establish the basis for trail preservation agreements within the Town and the corresponding assessments and incentives. Chapter 29 establishes the importance of providing for the planning and maintenance of a comprehensive trails system and program in the Town through the efforts of the Town Board and Trails Advisory Committee.
Stewardship 002	Chapter 330 of the Town Code defines the purpose, definitions and responsibilities of the Town Landmarks and Historic Districts Board in designating individual landmarks and districts throughout the Town. Section 157-10. (4) Critical Areas of the Town Code also define areas of social, cultural, historic, archaeological or educational importance. 2012 History resources study, prepared by AKRF
Stewardship 003	Marine Resources Protection and Management Plan
Stewardship 004	Southampton Town Sustainability Vision 08.16.2011
Stewardship 005	Suffolk County ban on the application of nitrogen-based fertilizers on turf grass between November 1 and April 1, and requires licensed "home improvement contractors" (which includes landscapers) to complete a turf management course
Stewardship 006	
Stewardship 007a	See 'Baltimore County Forest Sustainability Project' as a model and the Montreal Process Criteria and Indicators (MPC&I) as a tool for engaging stakeholders and developing a Forest Sustainability Strategy.
Stewardship 007b	Land management prepared a draft vegetation protection ordinance a number of years ago which was not enacted.

LINK(S)

<http://www.southamptontownny.gov/FTP/SEQRA/CPF/part3.pdf>

<http://www.southamptontownny.gov/FTP/SEQRA/mrmp.pdf>



Town of Southampton

What Do I Do With It Now?

A Guide for
Waste Disposal, Reuse & Recycling



A Guide to Southampton Town's Recycling Programs

A Note from the Town Board

This booklet is a guide to the best way to handle waste disposal, recyclables collection, and reuse of materials you no longer use. Remember, the key to being “Garbage Smart” is to avoid producing trash in the first place. If you don’t create the garbage, you don’t have to worry about getting rid of it.

Our finest resources are the beautiful, rural countryside and clean beaches. We want to keep Southampton beautiful and we hope you will lend your support and cooperation to this effort.

More information on waste reduction, recycling and other sound waste disposal practices is available through the Town Recycling Office. You can find us on the web at **www.southamptontownny.gov**.

Please contact us if we may assist you further, and...

Thank you for keeping Southampton Town beautiful!

Sincerely,

Southampton Town Board

RECYCLING AREAS

North Sea and Hampton Bays

OPEN DAILY

Westhampton and Sag Harbor

CLOSED WEDNESDAYS

All stations open 8 a.m. to 4 p.m.

Yard waste area and construction debris area close at 3:30 p.m.

CLOSED ON MOST MAJOR HOLIDAYS

North Sea - 1370 Majors Path

Accepts Town “green bags,” electronic waste, tires, propane tanks, furniture, bulk items, appliances, metal, yard waste and construction debris – No concrete or asphalt.

Hampton Bays - 30 Jackson Avenue

Accepts all waste accepted at North Sea, except construction debris, tires or propane tanks.

Westhampton - 66 Old Country Road

Accepts Town “green bags,” recyclables, waste oil and leaves from resident self-haulers only. Brush is accepted only during fee waiver periods.

Sag Harbor -

1404 Bridgehampton - Sag Harbor Tpke

Accepts waste oil, Town “green bags” and recyclables only.— No yard waste.

@ Printed on recycled and recyclable paper. 7/8/14

Southampton Town's

Mandatory Recycling Program

Garbage Disposal

Town residents have two options for handling refuse removal:

- Become a self-hauler by bringing household trash and recyclables to your local transfer station.
- Arrange for collection with a private carter.

Self-Haulers

Residents must use a designated green town garbage bag for all non-recyclables household garbage. The bags are offered in 13 gallon and 33 gallon sizes. They are sold in various grocery stores, hardware stores and delis, as well as at the Town Clerks' offices. Locations of participating stores can be found on our website under **Waste Management - Disposal of Garbage, Recyclables & Green Bags**

Private Carter Customers

The communities of Southampton Town are served by several local carting companies who be would happy to assist you. Consult your telephone directory for a complete listings. Trash and recyclables should not be placed curbside unless you have contracted with a private carter.

Household Hazardous Waste

Stop Throwing Out Pollutants (S.T.O.P.)

Many products in and around your home are dangerous to you and your family, your neighbors, your pets and the environment. Read the labels on these products carefully and dispose of them properly. The residential household hazardous waste collections are held on four Saturdays between April and October. The collections are rotated at all four recycling centers.

Residents may bring such items as oil-based paint, pesticides, household cleaners, automotive fluids, pool chemicals etc.

Yard Waste-Leaves and Brush

Leaves Accepted unbagged from non-commercial resident self haulers at no charge year-round at the North Sea, Hampton Bays and Westhampton facilities.

Brush Garden clippings, sticks and branches up to 3" in diameter are accepted from residents and commercial landscapers at the North Sea and Hampton Bays facilities for a fee based on the current fee schedule. Fees range from \$5.00 to \$30.00 for residential and \$50.00 to \$75.00 for commercial. **Fees are waived for Residents only** from April 15 to May 31 and November 15 to December 31. Commercial Landscapers must use North Sea or Hampton Bays only and will be charged on a fee based on the current fee schedule.



For more detailed information, please visit our **website**
www.southamptontownny.gov
Click on **Your Government** then, click on **Waste Management**

For any additions or edits, please send to: requests@southamptontownny.gov

Violations of the Town's recycling law

Violations of the Town's recycling law are subject to fines starting at \$100. Fines for illegal dumping start at \$1,000 and/or 10 days in jail.

The following acts are violations of the recycling law, §205-7 of the Town Code.

- Use of disposal center without a town-designated bag or alternate payment.
- Disposal of waste outside the gates of recycling centers or any other location in the Town.
- Failure to sort recyclables properly at recycling centers.
- Disposal of out of town waste at centers.
- Illegal disposal of waste at recreation centers.
- Illegal disposal of hazardous waste.
- Removal of recyclable material from the recycling center.

Violations of the Town's property maintenance law

Violations are punishable by a fine of up to \$1,000 and/or 15 days in jail for each violation.

All leaves and brush shall be kept out of the Town's right-of-way directly adjacent to a property, except as part of the Highway Department's Spring and Fall Clean-Up Program. Improper disposal of your leaves and brush is a violation of Town Code §261-2.



DID YOU KNOW?

**Re-Use of Unwanted Materials Reduces
the Waste Stream and Helps Keep**

Southampton Beautiful!

Materials

Location

Animal Beds: small

<http://www.sahospital.net>

See Appendix:

Shinnecock Animal Hospital

Call first: 631-723-0500

Animal Cages: cats & dogs

See Appendix:

Bidawee Adoption Center

Call first: 631-325-0200

Appliances

(working or broken if replacing with new)

Make arrangements when
purchasing new appliance

Appliance Store

when new appliance is delivered

Appliances

www.arcaincutility.com

working refrigerators & freezers:

Rebate \$50. air conditioners and
dehumidifiers w/ old fridge pick up

ARCA - Appliance Recycling Center of

America PSEG program

866-761-2722

Appliances

working or broken with

no purchase

Town Transfer Stations

North Sea & Hampton Bays

631-283-5210

Appliances

working or broken with no purchase

www.BestBuy.com/recycle

Best Buy

631-369-4150

Materials

Location

Appliances, Kitchen
working

Habitat for Humanity Restore
631-767-1612 Free Pick-Up

Batteries
nonrechargeable

Town Transfer Stations
631-284-2530 or **Home Depot & Revco**

Batteries
rechargeable

Place of Purchase or **Home Depot, Revco, Staples, Radio Shack**

Batteries
car

Place of Purchase, or **Napa, Advance Auto Parts**, and other auto parts stores

Blankets
See Appendix

Animal Hospitals & Shelters

Boats

Salvation Army 800-728-7825

Books
www.betterworldbooks.com

Better World Books

Books
www.lvvis.org

LVIS of East Hampton, 95 Main Street
631-324-1220 Hours: Tues-Sat 10-5

Books
hard cover only

Book Bay - Bridgehampton Fire Station,
School House Rd. No phone
Fri 1:30-3:30, Sat 10:30-3:30, Sun 1:00-3:30

Books, CDs & DVDs
www.myrml.org

Cooper's Hall Southampton
631-283-8325
Adjacent to Rogers Memorial Library
Sat 10:00-5:00 Summers: Wed, Sat 10-4
Drop Box outside entrance

Brush

See Leaves

Cabinets, Kitchen

Habitat for Humanity Restore
631-767-1612 Free Pick-Up

Cardboard
corrugated cardboard &
brown paper (must be clean & dry)

Town Transfer Stations
631-283-5210

Cardboard
mixed paper, noncorrugated,
flat: cereal boxes (must be clean & dry)

Town Transfer Stations
631-283-5210

Cell Phones

Verizon, Home Depot, Radio Shack, Staples, Lowes

Clothing

Thrift Stores, *See Appendix Page 11*
Drop Boxes in **Town Transfer Stations**,
and Shopping Centers

Materials

Location

Christmas Trees

Are accepted free of charge
January 1 through January 31

Town Transfer Stations

631-283-5210
North Sea, Hampton Bays and
Westhampton

Coat Hangers - Wire

Dry cleaners

Composting

The Town encourages residents to compost
at home. The Town's composting brochure
is available at the Town's recycling centers.

Computers

See Home Electronics

Copper Wire

Town Transfer Stations

631-283-5210
North Sea & Hampton Bays facilities ONLY

Detergents & Cleaning Supplies

Bidawee Adoption Center

118 Old Country Rd, Westhampton
Call first: 325-0200

Furniture

Thrift Stores & Animal Shelters

See Appendix Pages 9 & 10

Furniture (Home Pick-Up)

Charity Organizations
See Appendix Page 10

Glass, Plastic, Cans with deposit

Stores where purchased

Glass, Plastic, Cans comingled containers no deposit refunds

Town Transfer Stations

631-283-5210

Home Electronics

cameras, computers, copiers, fax,
keyboards, laptops, mice, modems,
phones, power strips, printers,
routers, stereo, TVs, video

Town Transfer Stations

631-283-5210
North Sea & Hampton Bays facilities ONLY
Best Buy www.Bestbuy.com/recycle
631-369-4150*

Home Electronics

cameras, calculators, computers, GPS,
laptops, keyboards, modems, monitors,
printers, routers, (toners & ink
cartridges: store credit \$2.)

Best Buy www.Bestbuy.com/recycle

631-369-4150
Staples
631-537-1654 www.staples.com

Home Electronics

cameras, computer, GPS, internet
accessories, phones, stereos

PC Richards Southampton

631-287-2405

Materials

Location

Household Hazardous Waste

Stop Throwing Out Pollutants (S.T.O.P.)

Residents may bring such items as oil-based paint, pesticides, household cleaners, automotive fluids, pool chemicals etc.

Town Transfer Centers - 631-283-5210

Residential household hazardous waste collections are held on four Saturdays between April and October. The collections are rotated at all four recycling centers.

Leaves/Yard Waste

Accepted unbagged from non-commercial resident self haulers at no charge year-round

Town Transfer Stations

631-283-5210
North Sea, Hampton Bays & Westhampton facilities only.

Brush

Garden clippings, sticks & branches-up to 3" in diameter accepted from residents & commercial landscapers

Town Transfer Stations

North Sea, Hampton Bays facilities only. Fees range from \$5.00 to \$30.00 (residential) and \$50.00 to \$75.00 (commercial).

Free Brush: April 15 to May 31 and November 15 to December 31

Lighting

compact fluorescent: CFLs and neon

Home Depot 631-284-2530

Revco 631-283-3600

Lighting

magnetic ballasts, sodium, metal halide, and mercury

Revco 631-283-3600

Magazines

mixed paper

Town Transfer Stations

631-283-5210

Medicine Disposal

prescription, over the counter, and controlled substances, (humans and pets)

Police Stations

See Appendix

Medicine Disposal

only prescription and over the counter (humans and pets)

Souththrift Drug - Southampton

631-283-1506

Needles Medical Sharps

preferred in special container

Emergency Rooms - Southampton

Hospital and Peconic Bay Medical Center

Needle Containers for Sharps

For purchase See Appendix

Newspapers

(must be clean and dry)

Olde Town Animal Hospital

Call first: 631-283-0611
www.oldetownanimalhos.com

Newspapers

Mixed Paper
(must be clean and dry)

Town Transfer Stations

631-283-5210

Materials

Location

Oil - car
Special oil container

Town Transfer Stations
631-283-5210

Packing Peanuts
www.theupsstore.com

UPS Stores
East Hampton, Bridgehampton, Sag Harbor,
Southampton, Hampton Bays, Riverhead

Paints
latex, water base

Town Transfer Stations
631-283-5210

Paints
oil base

Town Transfer Stations
631-283-5210
S.T.O.P. Program - Four times a year ONLY

Paper
white, colored, newspapers,
magazines, manilla envelopes
(must be clean and dry)

Town Transfer Stations
631-283-5210

Paper
gift wrapping, egg cartons
(must be clean and dry)

Town Transfer Stations
631-283-5210 - green bags

Paper
corrugated cardboard
(must be clean and dry)

Town Transfer Stations
631-283-5210

Paper Bags
brown
(must be clean and dry)

Town Transfer Stations
631-283-5210

Paper Bags
heavy duty
(must be clean and dry)

Thrift Stores
See Appendix Page 11

Plastic Bags
department store quality
used for customer purchases

Thrift Stores
See Appendix Page 11

Plastic Bags
grocery & utility HDPE#2

Town Transfer Stations (HDPE Bins)
631-283-5210 and grocery stores

Plastic Containers #1 and 2
comingled containers
(included flower pots)

Town Transfer Stations
631-283-5210

Plastic Flower Pots
www.lowes.com

Lowes
631-208-2190

Materials

Location

Plastic Thin Film

wrappings for food, drycleaning, newspapers, cereal liners, bubble wrap

Town Transfer Stations

631-325-0200
HDPE Bins

Poisons

insecticides, weed killers, etc
See **Household Hazardous Waste**

Town Transfer Stations

631-283-5210
S.T.O.P. Program - Six times a year ONLY

Sheets

preferably flat

Veterinary Hospitals & Animal Shelters

See Appendix Pages 9 & 12

Towels

Veterinary Hospitals & Animal Shelters

See Appendix Pages 9 & 12

Vehicles

cars and trucks

Salvation Army Pick-Up

800-728-7825

IMPORTANT !!!!!

As each facility is different, please call first for shelter hours and donation needs.

Animal Shelters

Animal Rescue Fund of the Hamptons

90 Daniels Hole Road, Wainscott

631-537-0400

www.arfhamptons.org

Bidawee Adoption Center

118 Old Country Road, Westhampton

631-325-0200

Evelyn Alexander

Wildlife Rescue Center

228 W. Montauk Hwy, Hampton Bays

631-728-4200

www.wildliferescuecenter.org

Kent Animal Shelter

2259 River Road, Calverton, NY

631-727-5731

www.kentanimalshelter.com

Southampton Animal Shelter

102 Old Riverhead Road, Hampton Bays

631-728-7387

www.southamptonanimalshelter.com

Book Donations

www.betterworldbooks.com

LVIS of East Hampton

95 Main St. East Hampton, NY 11937

631-324-1220, www.lvis.org

Tues – Sat 10:00 AM - 5:00 PM

Book Bay

Bridgehampton Fire Station (hard cover only) Plastic bins in covered doorway

Friday: 1:30 – 3:30, Saturday: 10:30 – 3:30, Sunday: 1:00 – 3:30

Southampton: Rogers Memorial Library (Friends of the Library)

Drop Box @ Cooper's Hall (adjacent to library), Sale of Books, CDs and DVDs

Hours: Saturdays: 10:00 – 5:00 Summer hours: Wed and Sat 10:00 to 4:00

Charity Organizations for Home Pick-Up

Big Brothers Big Sisters	631-273-1469
Long Island Charities Foundation	866-931-0232
Salvation Army	1-800-728-7825 or 1-888-574-2587
St. Vincent de Paul	800-884-7837
Vietnam Veterans of America	631 582-02421

Call first. Pharmacies carry limited stock.

Pharmacies to Purchase Containers for Medical Needles

Bridgehampton	Rite Aid	631-537-0235
East Hampton	White's Pharmacy	631-324-0082
	Park Place Chemists	631-324-6660
	East Hampton Pharmacy	631-324-3887
Hampton Bays	Rite Aid	631-728-2566
Sag Harbor	Sag Harbor Pharmacy	631-725-0074
Southampton	Rite Aid	631-283-2604
	Southrifty Drug	631-283-1506
Westhampton Beach	Barth's Pharmacy	631-288-4345

Police Stations

East Hampton Police Department	131 Wainscott Northwest Rd., Wainscott, NY 11975	631-537-7575
East Hampton Village Police Department	1 Cedar Street, East Hampton, NY 11937	631-324-0777
Riverhead Police Department	210 Howell Avenue, Riverhead, NY 11901	631-727-4500
Sag Harbor Police Department	70 Division Street, Sag Harbor NY 11963	631-725-0247
Shelter Island Police Department	44 North Ferry Road. Shelter Island, NY 11964	631-749-0600
Southold Police Department	41405 Route 25, Peconic, NY 11958	631 765-2600
Southampton Town Police Department	110 Old Riverhead Road, Hampton Bays, NY 11946	631-702-2247 or 728-3400
Southampton Village Police Department	151 Windmill Lane, Southampton, NY 11968	631-283-0056
Westhampton Beach Police Department	165 Mill Road, Westhampton Beach, NY 11978	631-288-3444

IMPORTANT !!!!!

Call first for store hours and donations needs. Each store is different.

Thrift Stores

ARF Thrift and Treasure Shop 17 Montauk Hwy, Sagaponack	631-537-3682 www.arfhamptons.org
East End Hospice Thrift Shop 58 Riverhead Rd, Westhampton Beach	631-288-3268 www.eeh.org
LVIS of East Hampton 95 Main Street, East Hampton, NY 11937	631-324- 1220 www.lvis.org
Retreat Boutique Bridgehampton Commons	631-537-3845 www.theretreatinc.org/how-to-help
Salvation Army Thrift Store 319 E Main St, Riverhead	631-727-1571 www.salvatuionarmy.org
Savers: Big Brothers Big Sisters of LI 1700 E Patchogue Yaphank Rd, Medford Town Transfer Stations for donations	631-924-3082 www.savers.com
St. Ann's Thrift Store Main St Bridgehampton	631-537-5150 www.stannschurch.tripod.com
St. Vincent de Paul	www.svdprvc.org Town Transfer Stations for donations
Southampton Animal Shelter Thrift Shop Jagger Lane, Southampton	631-287-7387 www.southamptonanimalshelter.com
Southampton Hospital Thrift Shop Main St Southampton	631-204-0526 www.southamptonhospital.org
United Methodist Church Thrift Shop 158 Montauk Hwy, Hampton Bays	631-728-4358 Tuesday & Thursday 1:00 pm - 3:30 pm Saturday 9:00 am - 3:00 pm



Listed drop-off locations are not intended as an endorsement of any business or location.

IMPORTANT !!!!!

Call first for hospital hours and donations needs. Each hospital is different.

Veterinary Hospitals

Bideawee Animal Clinic 18 Old Country Road Westhampton	631-325-0280
Bideawee Pet Memorial Park 120 Old Country Road Westhampton	631-325-0219
Dr. Molly's Vet Clinic 31 S. Ferncroft Place, Montauk	631-238-5171
East End Veterinary 67 Commerce Drive Riverhead	631-369-4513 www.pet-er.com
East End Veterinary Group 22 Montauk Hwy East Hampton	631-324-0280 www.easthamptonvetgroup.com
Hampton Veterinary Hospital 176 Montauk Hwy, Speonk	631-325-1611
Olde Towne Animal Hospital 380 County Rd 39 Southampton	631-283-0611 www.oldetowneanimalhosp.com
Shinnecock Animal Hospital 212 East Montauk Hwy Hampton Bays	631- 723-0500 www.sahospital.net
South Fork Animal Hospital 340 Montauk Hwy, Wainscott	631-537-0035 www.sahospital.net
Westhampton Beach Animal Hospital 126 Montauk Hwy Westhampton Beach, NY	631-288-8535 www.westhamptonvets.us
Veterinary Clinic of East Hampton 3 Goodfriend Drive Studio 1, Rt.114 East Hampton	631-324-7900 www.vetcliniche.com



Town of Southampton

Department of Waste Management
116 Hampton Road, Southampton, NY 11968
631-283-5210

APPENDIX C

1. 2015 PSA – Town to Discontinue Pursuit of a Garbage District in Flanders, Riverside and Northampton Communities.
2. 2015 Flanders, Riverside, Northampton Refuse and Garbage District Bid Specifications and Results.



Town of Southampton
116 HAMPTON ROAD
SOUTHAMPTON, NEW YORK 11968

TOWN COUNCIL

BRADLEY BENDER
COUNCILMAN

Telephone: (631) 287-5745
Fax: (631) 287-4507
bbender@southamptontownny.gov

FOR IMMEDIATE RELEASE

Date: June 9, 2015
Contact: Councilman Brad Bender
(631) 287-5745

**Town to Discontinue Pursuit of a Garbage District in the
Flanders, Riverside and Northampton Communities**

After considering a proposal to establish a garbage district in the Flanders, Riverside and Northampton communities, the Town Board has opted to discontinue pursuit of the concept at this time.

The Flanders/Riverside/Northampton Community Association (FRNCA) had previously asked the Town to look into what it would take to establish a garbage district in that area. In order to get a sense of what such a service would cost taxpayers, the Town issued a bid asking prices for weekly refuse pick-up, given certain specifications. The lowest responsible bid came in at approximately \$25.00 per month, which would have been charged to each residential property owner's tax bill if a special assessment garbage district were formed.

A letter was mailed to approximately 2,100 property owners inviting them to an informational meeting on May 15, 2015, hosted by Councilman Brad Bender and attended by Councilpersons Christine Scalera, Bridget Fleming, and Stan Glinka, to hear the process by which such a garbage district could be formed and the services that would be provided. Residents filled the Phillips Avenue School auditorium to ask questions and voice their opinions. Although there were many present who were in favor, the majority, by a show of hands, were against the formation of a garbage district. The two main reasons articulated were: loss of choice in selecting a carter, and fear that the monthly charge would dramatically increase after the first year, thereby increasing their tax bills.

Councilman Bender noted, "Unfortunately, the public sentiment is against the formation of a garbage district at this time. I still believe that providing this service to the Flanders, Riverside, and Northampton areas is a great idea – one that would go a long way to improving both property values and pride of place. Perhaps it is an idea whose time has not yet come, but one which bears re-visiting in the future."

A resolution rejecting all bids is expected to be adopted at today's Town Board meeting.

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**



Project Name:

**INVITATION TO BID
FLANDERS, RIVERSIDE, NORTHAMPTON
REFUSE AND GARBAGE DISTRICT**

**SEALED BIDS DUE IN TOWN CLERK'S OFFICE,
116 HAMPTON ROAD, SOUTHAMPTON
ON OR BEFORE 2:00 PM ON March 11, 2015**

TABLE OF CONTENTS
TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK

		<u>Page Color</u>
Table of Contents	---	(white)
Notice to Bidders	NTB	(white)
Information & Instructions to Bidders	7 thru 43	(white)
<p>All proposal pages (PF), General Municipal Law, Bidders Qualifications which are indicated by containing a watermark on the side of the page require the vendor's information.</p>		
Proposal Form	44 thru 47	(watermarked)
General Municipal Law Forms	48 thru 49	(watermarked)
Insurance Certification	50	(watermarked)
Bidder's Qualification Forms	51 thru 57	(watermarked)
Form of Bid Bond	58 thru 60	(watermarked)
Map of Contract Bid Area	Appendix "A"	(Attached)
Collection Schedule	Appendix "B"	(Attached)
Contract Carter Monthly Report Form	Appendix "C"	(Attached)

RESOLVED, as per the request of the Department of Municipal Works, that the Town Clerk be and hereby is authorized to advertise for public bid as per the following:

NOTICE TO BIDDERS

TAKE NOTICE, that sealed bids will be received by the Town Clerk, Southampton Town Hall, on March 11, 2015 at 2:00 pm, prevailing time, when they will be publicly opened and read aloud for:

Flanders, Riverside, Northampton Refuse and Garbage District

Specifications are available beginning on Thursday, February 12, 2015 at 8:30 a.m. online at <http://bids.southamptontownny.gov/Default.aspx> or in person at the Town Clerk's Office, 116 Hampton Road, Southampton between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, (except Holidays). These specifications have met with the approval of Central Purchasing and Contracts Compliance.

Each proposal must be submitted in a sealed envelope clearly marked "**Flanders, Riverside, Northampton Refuse and Garbage District**". Bidders must comply with all Federal, State, and local laws.

Bidders interested in this project are REQUIRED to visit www.labor.ny.gov, (home page), go to Govt. & Research, Public Work, Overview, Left side of page-prevailing wage schedules & updates, access Previously Requested Schedule, Wage Rate Schedule Online, then enter the PRC# 2015900050 to view the original prevailing wage schedule. Employees under this title must be paid the wage rate(s) indicated on this schedule. The winning vendor(s) will be provided an original wage schedule with their contract.

A pre-bid conference will be held in the Lower Level Conference Room of Southampton Town Hall, located at 116 Hampton Road Southampton, New York 11968 at 10:00 A.M. on February 17, 2015.

The Town Board of the Town of Southampton reserves the right to waive any informalities in bids received, and/or reject any or all bids.

**BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK**

INSTRUCTIONS TO BIDDERS

INDEX

1. Introduction
2. Bidders Responsibility
3. Receipt and Opening of Bids
4. Form, Preparation and Presentation of Proposal
5. Addenda and Interpretations
6. Receipt and Opening of the Bids
7. Rejection of Bids
8. Determination of a Successful Bidder
9. Acceptance of Bid
10. Change of Ownership
11. Automatic Adjustments for Dwelling Unit Charges
12. Preamble
13. Definitions
14. Scope of Work
15. Contract Security
16. Conditions Precedent
17. Services and Performance
18. Term of the Contract
19. Amendment to Contract
20. Notification
21. Liquidated Damages

22. Delivery and Disposal
23. Quality of Service
24. Contract Payments
25. Insurance Required by the Town of Southampton
26. Compliance with Laws
27. Laws and Ordinances
28. Lien Law
29. Labor Law
30. Wage Rates
31. Iran Divestment Act
32. Foreign Contractors
33. Qualification for Employment
34. Non Discrimination
35. Suits of Law
36. General Municipal Clause
37. Power of Contractor to Act in Emergency
38. Provision Required By Law Deemed Inserted
39. Payment of Employees
40. Refusal to Waive Immunity
41. Exemption from Sales and Use Taxes
42. Representations of Contractor
43. Patent Rights
44. Authority of the Town
45. Town's Right to Withhold Payments

46. Town's Right to Terminate Contract
47. Contractor's Right to Stop Work or Terminate Contract
48. Subletting
49. Subcontractors
50. Breach of Contract
51. Excusable Non-Performance
52. Assignment of Contract
53. Joint and Several Liabilities

1. INTRODUCTION:

The purpose of this bid proposal is to procure proposed residential solid waste, bulk waste, yard waste and recyclables collection and disposal services for the Flanders, Riverside, Northampton Refuse and Garbage District, (the "District") in the Town of Southampton, under the terms and conditions set forth herein. Importantly, this bid is conditioned upon the establishment of the **Flanders, Riverside, Northampton Refuse and Garbage District**. Therefore any proposal must anticipate the length of time necessary to establish the District and bidders must be willing to honor said proposal if and when said District is established. This bid may not be awarded until the **Flanders, Riverside, Northampton Refuse and Garbage District** is established. If said District is not established or fails to survive challenge(s) at a referendum, the Town shall have no further obligation to the vendor, and vendor may not recover from the Town for any un-realized or lost profits.

The Map of the proposed District is provided in Appendix A at the end of this Bid Package, and is a part of the Contract documents for the collection and disposal of residential solid waste and recyclables. The map identifies street locations and the boundary of the Contract Bid Area. The collection schedule for solid waste, recyclables and yard wastes in the District are described later in the Service and Performance section. The successful Bidder shall follow this schedule until proposed changes are approved by the Town Engineer.

The base bid is to provide for the collection and disposal of residential solid waste, recyclables, yard waste, and bulk waste for the District for the contract term.

All bidders are advised that the provision of waste disposal services or recycling services to the Town and the District herein is reserved to the Town, and that the provision of disposal or recycling services by any other contractor is not authorized under this procurement. Contractors are not authorized to collect or deliver solid waste or recyclables under their contractors which are not solid waste and recyclables described within this Procurement and no solid waste and recyclables generated elsewhere.

It is the intent of this Contract to facilitate the separate collection of recyclables so as to maximize their disposal at recycling and composting facilities as they are made available.

2. BIDDERS RESPONSIBILITY:

The Town makes no warranty or representation of the specific amounts of composition of waste/recyclables to be generated in the District, or as to the amount of waste/recyclables generated in the District. Submitted bids should be based on actual conditions in the field.

(a) Bidders are cautioned not to submit bids until after having inspected the site of the proposed improvement and having made themselves familiar with local conditions. The attention of persons intending to submit bids is specifically called to the paragraph of the Contract which debars a Contractor from pleading misunderstanding or deception because of estimates or quantities, character, location or other conditions surrounding the same. Special attention is called to the notes on the Plans or in the itemized form of bid, which are made a part of this Contract, which may alter or revise the Specifications for the particular contract.

(b) No representation is made as to the existence or nonexistence of ground water which may in any way impede the work proposed to be accomplished. Each bidder shall fully inform himself as to ground water and sub-surface conditions prior to submitting his bid.

(c) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Plans and Specifications, including all other expenses incidental thereto.

(d) Bidders must examine the Plans and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

(e) The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Town.

(f) No pleas of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will relieve the Contractor from its obligation to fulfill in every detail all of the requirements of the Contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

(g) The Contractor acknowledges that per NYS Labor Law §220 in which the Contractor must submit Certified Payroll to the Town, he will submit this payroll with every bill submitted. The Contractor understands, no bill will be paid without the Certified Payroll that pertains to it.

3. RECEIPT AND OPENING OF BIDS

Pursuant to Town Board Resolution, the Town of Southampton invites bids on the forms herein provided for the **Flanders, Riverside, Northampton Refuse and Garbage District** at the time, date and place indicated in the Notice to Bidders.

4. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

Bidders should return the pages watermarked and proposal pages, with the information requested on these watermarked pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked “Flanders, Riverside, Northampton Refuse and Garbage District”.

Bidders must provide ALL INFORMATION requested on WATERMARKED PAGES.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

-If a question is not applicable, indicate by writing “N/A” in answer space

-All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the numeric and written total(s) or prices in this bid for any item, the amounts expressed in words, shall govern.

-All Bidders Qualifications questions must be answered;
General Municipal Law forms must be signed;

-Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

-In the event your bid is submitted untimely, in accordance with the instructions herein, the Town’s procurement policy, and the relevant sections of New York State General Municipal Law, your purported bid will be considered untimely and will not be considered as part of the Bid process.

-The Town reserves the right to request additional information about a bidder’s qualifications to perform the work. Each bidder agrees to provide

such additional information within three business days of receiving a written request for such information.

5. ADDENDA AND INTERPRETATIONS

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing to Central Purchasing and Contracts Compliance by email to amancuso@southamptontownny.gov, to be given any consideration, must be received at **least five (5) days prior to the date fixed for the opening of bids.** Any such interpretations or supplemental instructions will be in the form of written addenda, and will be emailed/mailed or faxed to all prospective bidders. The failure of any bidder to receive any such addenda will not relieve the bidder of any obligation under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

6. RECEIPT AND OPENING OF THE BIDS

All bids must be received by the Town Clerk by March 11, 2015, 2:00 pm at Town Hall, 116 Hampton Road, Southampton, New York 11968. Said bids will be publicly opened and read aloud by the Town Clerk in the Town Clerk Office.

7. REJECTION OF BIDS

(a) The Town Board reserves the right to reject any bid if the information submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

(b) The Town Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, to require additional documentation from the lowest responsible bidder, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. **Bidders are hereby advised that the award of this contract is conditioned upon the formation of the "Flanders, Riverside, Northampton Refuse and Garbage District" and the Town expects that the prices submitted under this bid shall remain in place until the execution of a contract.**

8. DETERMINATION OF A SUCCESSFUL BIDDER

The lowest bid for the District shall be determined based on the aggregate total for the contract period. The annual contract bid prices must reflect the cost of actual services being provided during the year.

In addition to price, the lowest responsible bidder will be determined after the following factors have been considered:

- i. The ability, capability and skill of the bidder to perform the contract and provide the service required.
- ii. Whether the bidder has the facilities and financial ability to perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- iii. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- iv. The bidder's record of performance of previous contracts or services;
- v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- vi. The quality, availability and adaptability of the equipment and services to the particular use required;
- vii. The number and scope of conditions attached to the bid.

9. ACCEPTANCE OF BID

The Town reserves the right to determine the manner in which successful bidders will be selected as required by the best interest of the Town. The Town reserves the right to negotiate with the lowest bidder(s) a reduction in the bid price. The Town reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in a manner consistent with law, deemed in the best interest of the Town.

Successful bids will be awarded by a Resolution of the Town Board. No other act of the Town shall constitute the award of a bid. After the Town notifies the successful bidder of the awarding of the contract, the bidder shall have 20 days following the receipt of such notice to supply the necessary Performance Security, Financial Certificate and insurance policies, obtain a license to collect solid waste within the Town and to execute a formal contract with the Town for the District at a time scheduled by the Town.

10. CHANGE OF OWNERSHIP

Any sale, purchase, transfer, assignment or other change in possession or ownership of twenty-five percent (25%) or more of the stock or other indication of ownership of the Contractor after the award of the Contract shall be subject to the prior approval of the Town. Any prospective purchaser or new owner shall submit all qualifications and disclosure information as submitted by the Contractor and shall provide access to its books and records to enable the Town or its agents to conduct a background investigation, which shall be prerequisite for consent to the sale, purchase or other transfer of ownership.

11. AUTOMATIC ADJUSTMENT FOR DWELLING UNIT CHANGES

Contract payment adjustments will be made in accordance with the contract units as set forth in the Introduction based on the type of property receiving service. The number of contract units within the District will be adjusted on the last business day of each month and shall apply to payments due for collection service in the month or part thereof.

12. PREAMBLE

Purpose of Contract: This contract is for the collection and disposal of Solid Wastes, Recyclables, Bulk Waste and Yard Waste which are regularly generated by only Residential Dwellings within the DISTRICT as specified herein. The following materials SHALL NOT be collected: grass clippings, hazardous wastes, explosives, radioactive wastes, soils and stones, automobile parts which weigh more than 50 pounds, construction and demolition debris (except for the equivalent of "do-it-yourself" home improvements, provided it is set out for collection in the same manner as and together with other solid wastes), any wastes from outside the Town and dangerous materials such as poisons, acids, caustics and infectious wastes.

It is also the intent of this Contract to facilitate the separate collection of Recyclables so as to maximize their disposal and rates at recycling and composting facilities designated herein. Recyclables are to be managed and processed separately as recyclables.

13. DEFINITIONS

Annual Contract Price: The product of the number of equalized contract units multiplied by the unit cost bid.

Bags: Plastic sacks designated for Solid Waste with sufficient wall strength to maintain integrity when tied at the top and lifted, and having a loaded weight of not more than 50 pounds.

Brookhaven Town Single Stream Recycling: The Town of Brookhaven Facility located at the Town Waste Management Facility, Horseblock Road, Yaphank.

Bulk Waste: Non-petruscible items and materials including, but not limited to, appliances, household furnishings and all other items of Solid Waste larger than two feet by two feet by four feet or heavier than 50 pounds.

Bundle: Solid Wastes which are securely tied together forming an easily handled package not exceeding two feet by two feet by four feet in size and 50 pounds in weight.

District: Contract Bid Area, a designated section of the pilot Flanders, Riverside, Northampton Refuse and Garbage District within which Solid Waste collection and disposal services are provided to all residential dwelling units under a Contract administered by the Town (excluding Condominiums, Mobile Home Parks, and Apartment Complexes).

Construction and Demolition Debris: Solid Waste resulting from the construction, remodeling, repair and demolition of structures.

Container: A re-useable receptacle made of plastic or metal with a capacity of not more than 45 gallons, a loaded weight of not more than 50 pounds, a tight fitting lid, and handles of adequate strength for lifting.

Contract: The entire Bid Package, Bid Response and all other documents required by the Town for the Contract to be effective, including, but not limited to, the Performance Bond, Map of Routes, Insurance Certificates, Disclosure Statements and Amendments.

Contractor: The person, partnership or corporation under Contract with the Town of Southampton providing Solid Waste collection and disposal services in a designated DISTRICT.

Disposal Facility: A facility licensed or permitted for the acceptance, transfer, disposal, or processing of Municipal Solid Waste.

Equalized Contract Unit: The product of the number of a type of residential parcel multiplied by the factor applicable to that type of residential parcel.

Garbage: Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and other non-recyclable household waste products.

Hazardous Waste: Any chemical, compound, mixture, substance or article that is designated by the United States Environmental Protection Agency, the New York State Department of Environmental Conservation, the Suffolk County Department of Health Services or the Town Engineer of the Department of Municipal Works to be “Hazardous” as that term is defined by, or pursuant to, Federal, State, or local laws, rules and regulations.

Recyclables: Components of Solid Waste so designated by the Town Board, which currently includes newsprint, magazines, junk mail, craft quality paper, corrugated cardboard, low grade paper, metal food and beverage containers, glass bottles and jars, plastic containers, and aluminum foil. The Town Board may designate or delete any item or material as recyclable under this Contract without modification of the Contract Bid Price.

Residential Dwellings: Those residential properties classified on the Town’s Assessment Roles as property types that contain single family, two family, seasonal, multiple residents or as those Assessment Codes listed in the Table shown in Section 7 – PROPERTIES INCLUDED IN SERVICE.

Solid Waste: All materials set out for collection and disposal or recycling except sewage, Hazardous Waste, and any other material designated by the Town Board. Solid Waste includes Bulk Waste, Garbage, Recyclables, White Goods, and Yard Wastes.

Town Engineer: The Town Board of the Town of Southampton or their authorized representative.

Tipping Fee: The charge for disposing of Solid Waste at a Disposal Facility, also known as a “disposal fee”.

Town: The Town of Southampton.

Unit Cost: The Annual Contract Price divided by the Equalized Contract Units.

White Goods: Discarded metal household goods, such as appliances, stoves, refrigerators, washing machines, bed springs or other large metal wastes, as determined by the Town Board.

Yard Wastes: Any accumulation of leaves, branches, shrubs, thatch, trees and other similar material generated by the maintenance of residential property set out for collection in Paper Bags, Bundles. **Grass clippings shall not be considered yard waste, and are not subject to collection under this Contract.**

Paper Bags: Large capacity, compostable, heavy duty, kraft bags made for the disposal of Yard Waste.

Contract Year: Shall be the calendar year from January 1 to December 31.

14. SCOPE OF CONTRACT

This bid is conditioned upon the establishment of the **Flanders, Riverside, Northampton Refuse and Garbage District**. Therefore any proposal must anticipate the length of time necessary to establish the District and bidders must be willing to honor said proposal if and when said District is established. This bid may not be awarded until the **Flanders, Riverside, Northampton Refuse and Garbage District** is established. If said District is not established or fails to survive challenge(s) at a referendum, the Town shall have no further obligation to the vendor and vendor may not recover from the Town for any un-realized or lost profits.

15. CONTRACT SECURITY

The successful bidder shall be required to execute a Performance and Payment Bond in a yearly amount equal to the Equalized Contract Units for the DISTRICT multiplied by the Contract Bid Price for the applicable year, such bonds to be executed by a surety company acceptable to the Town; or bonds secured by collateral; or securities approved by the Town. A new Performance Bond shall be executed and furnished for any extension of the Contract in the amount of the annual total Contract Price for that extension year. Such Performance Bond or cash bond shall be delivered to the Town no later than September 15th prior to the commencement of the new extension year. The successful bidder shall provide a Performance Bond that shall be in effect for the entire term of the Contract.

In the event the successful bidder is unable to perform the contract, the successful bidder will be liable for and agrees to pay to the Town on demand, the difference between the price bid and the price for which such contract shall subsequently be rebid, including the cost of such rebidding, less the amount of

such deposit. No plea of mistake in such accepted bid shall be available to the bidder for recovery of his deposit or as a defense to any action upon accepted bid unless said mistake can be proven by documentary evidence acceptable to the Town.

16. CONDITIONS PRECEDENT

Upon execution of the Contract, the Contractor must submit the following items to the Town Engineer and the Town Attorney for approval. Submission of same in a form satisfactory to the Town is a condition precedent to the execution of this Contract:

1. A map of the DISTRICT indicating hereon the route to be followed by the Contractor's trucks, the house number and number of homes on each block, and the proposed days of collection;
2. Proof of Insurance;
3. Performance Security;
4. The name and telephone number of the Contractor's supervisor who will manage the services within the DISTRICT; and
5. A list of the equipment to be used to service the DISTRICT including year, make of the chassis, and copy of current NYS Vehicle registration and capacity of the truck body.

Bidder hereby certifies that it will not use any of the information contained within this bid package in furtherance of a commercial purpose other than in direct response to this solicitation by the Town as it explores a potential garbage District. Any other use of the information contained within this bid package for commercial or fundraising purposes is unlawful pursuant to New York State Public Officers Law §87(2)(b) and §89(2)(b)(iii).

17. SERVICE AND PERFORMANCE

A. Obligation of Residents

All residents receiving service under this Contract shall place all Solid Wastes immediately adjacent to the paved roadway (curbside) before 6:00 A.M. on the scheduled collection days in Bags, Bundles, or Containers; Commingled Recyclables must be in Containers as specified by the Town Board, not in plastic bags; corrugated magazines and newspapers must

be in bundles or paper grocery bags or as specified by the Town Board. Yard Wastes may be placed in Containers, Paper Bags, or Bundles. Garbage must be secured from animals in containers or in strong, sealed bags. White Goods and Bulk Waste must not be in an unsafe condition. Residents shall keep the lifting weight of containers, bags and bundles each below 50 pounds, shall not place Hazardous Waste in the Solid Waste and shall make separate arrangements for the disposal of construction debris as generated by home improvement contractors and large auto parts exceeding 50 pounds.

B. Collection Service

Solid Wastes shall be collected between 6:00 A.M. and 3:30 P.M. on Tuesdays through Thursdays, unless modified by the Town Code or prior permission is given by the Town. ALL STREETS WITHIN THE DISTRICT SHALL BE SERVICED ON EVERY COLLECTION DAY YEAR ROUND. This means that the collection vehicle must travel the length of every street in the DISTRICT.

The Contractor shall collect Solid Wastes as follows:

1. Garbage shall be collected once a week, from each unit, on either Monday or Tuesday. The limit of Solid Waste collected per day is four bags, bundles, or containers.
2. Once each week on Wednesday all bundles, container, or items of recyclables, without limit as to number or quantity.
3. Once each week on Thursday, up to six White Goods and/or Bulk Waste.
4. **Optional Bid Item** – The Town is requesting the Bidder provide a Cost for the Town to Consider for inclusion into the Contract for Yard Waste (**FILL IN INFORMATION ON PROPOSAL PAGE**):

During each calendar year of the Contract Term, the Contractor shall provide 10 additional weekly collections of separate Yard Wastes per unit of up to 24 paper bags, bundles or containers of Yard Wastes, excluding grass clippings, tree trunks, root balls, or anything larger than 3” in diameter. Only Yard Wastes in paper bags, bundles and/or containers shall be collected on these collection days. No other solid wastes shall be collected with this material. This collected Yard Waste shall be delivered to the Westhampton Transfer Station (Town of Southampton Transfer Station). There will be no disposal fee for this Yard Waste. The Town will establish the weeks for the special Yard Waste

Collection. The Contractor can collect the special Yard Waste on any day during the specified week. One of the additional weekly collections shall be scheduled for the third week in January for the collection of holiday trees.

6. The Contractor shall be responsible to furnish and send a magnet for each household; the magnet shall be approximately 6" x 7.5" in size and shall contain the scheduled pickups of Recyclables, Yard waste, and holidays in a color coded symbol system on a calendar showing each day of each month of a calendar year. The Town shall approve the draft magnet and shall coordinate mailing with the Contractor.

The Contractor shall make an accommodation to residents in households that are handicap by picking up refuse/recyclables from the side of the house at the driveway.

At the beginning of each contract year, the Town shall provide to the Contractor a schedule for the collection of specific Recyclables, alternating weeks for the collection of newspaper/cardboard and commingled recyclables. The Town may modify the recyclable collection schedule as it deems necessary, upon sufficient notification to the Contractor. The Town, at this time, shall also notify the Contractor of the schedule for the weeks of the special collection of Yard Wastes.

C. Collection Schedule and Routes

The Solid Waste collection schedule, the routes to be followed by the collection trucks, and the house numbers which will be served shall be presented to the Town Engineer for approval prior to the execution of the Contract, pursuant to Paragraph 3.1 hereof. Once finalized, the collection schedule, routes and house numbers to be served shall remain the same throughout the term of the contract, unless changed by the Town Engineer. Any proposed change in the truck routes shall be submitted to the Town Engineer for approval prior to being implemented.

A Contractor's inability to comply with the collection schedule or to complete a day's route due to equipment breakdown, injury or other emergency must be reported to the Town Engineer immediately by telephone. Failure to do so will constitute a breach of Contract and the Town may take any action provided for in this contract, or otherwise provided by law, in the event of a breach.

D. Level of Service

Properties with more than one dwelling as determined by the Town Assessor are entitled to proportionately more collection services.

E. Holidays

The following Holidays will be observed by Contractors under this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

On the above listed Holidays, the collection of Solid Waste shall be cancelled. When collection is cancelled, the remaining collection schedule for the week will remain in place.

Holidays falling upon Saturday or Sunday will not cancel any scheduled collection.

F. Notifications of Residents

The Town shall inform all residents within the District of their responsibilities and rights under this Contract, as well as complaint procedures and collection schedules.

G. Town Engineer Authority

The Town Engineer shall supervise the Contractor's performance of the work as specified in this contract and shall:

1. Determine the acceptability of the Contractor's performance;
2. With the assistance of the Town Attorney, interpret the specifications, definitions and provisions of all Contract Documents, when appropriate;
3. Suspend or excuse the performance of work when it is in the best interest of the Town to do so or when the performance of work, in the Town Engineer's judgment, is or will be dangerous or unsafe.

To limit all disputes and litigation, the Town Engineer's decisions and determinations relative to the Contractor's performance of this Contract shall be submitted by the parties to the Town Board, whose determination or decision shall be final and binding upon both parties. If aggrieved, the Contractor's sole remedy is to seek review pursuant to an Article 78 proceeding which must be commenced by the Contractor against the Town within 30 days of determination or decision. The Contractor waives any right to object to or challenge a Town Board decision or determination by an action at law for breach of Contract. This provision shall not

preclude or otherwise limit the Town's right to pursue any and all remedies available to it should the Contractor breach this Contract.

18. TERM OF CONTRACT

This Contract shall become effective on the day of a fully executed contract execution and cover services for the period commencing in June, 2015 through December 31, 2017, plus two (2) optional one (1) year extensions, by formal resolution and extension.

The Town will consider requests for unit prices adjustments at the time of each contract extension in an amount not to exceed five (5) percent (%), upon provision of documentation satisfactory to the Town supporting any requested price increase; however, the Town shall be under no obligation to grant unit price adjustments.

Upon the mutual agreement of the Town and the Contractor, by written notice, at least 60 days prior to the expiration of the initial term of this Contract, or any extension thereof, said term may be renewed up to two (2) times, each for a one (1) year interval. The Contract Price for each one year extension period will be calculated based on any change from the previous year in the Consumer Price Index (CPI-U) for All Urban Consumers Indexes and percent changes for selected periods New York-Northern New Jersey-Long Island NY-New Jersey-Connecticut as published by the U.S. Department of Labor using the following formula :

$$UC = Z + [Z \times (\text{CPI-U for Sept 2016, 2017} - \text{CPI-U for Sept 2015, 2016})]$$

CPI-U for Sept 2015, 2016

Where:

CPI-U = Consumer Price Index for All Urban Consumers (CPI-U) – Selected areas, all items index for the New York – Northern NJ-Long Island Local area as published by the US Department of Labor, Bureau of Labor Statistics.

UC = Adjusted Unit Cost for Contract Option Years

Z = Unit Cost for 2016, 2017

19. AMENDMENT OF THE CONTRACT

No modification or amendment to the terms hereof shall be effective or binding upon the Town unless written and signed by the authorized representatives of the Town and the Contractor, after Town Board of the Town of Southampton adopts a resolution indicating same.

20. NOTIFICATION

All communications or notices between the Contractor and the Town shall be made in writing, by certified mail, return receipt requested; if to the Town said notification shall be addressed to the attention of the Supervisor of the Town of Southampton, with a copy to the Town Engineer, and if to the Contractor, at the address shown on the Contract, unless otherwise amended in writing. Any verbal notices shall be confirmed in writing within ten days in the same manner.

21. LIQUIDATED DAMAGES

By execution of this Contract, the Town and the Contractor agree that the Town and the residents of the District will suffer damage and injury from the breach of the terms of this Contract by the Contractor, that the amount of the actual damage suffered by the Town and the residents may be difficult, if not impossible to determine. Therefore, in lieu of proof of actual damage, the Town and the Contractor agree that, in addition to any other remedies which the Town may have, including termination of the Contract, the improper collection or failure of the Contractor to perform its obligations hereunder shall, after notice to the Contractor, result in the assessment of the penalties listed below, which assessment shall be deducted from the next monthly payment due the Contractor:

<u>Violation</u>	<u>Amount of Liquidated Damage</u>
Use of dedicated vehicles to collect Non-Contract Solid Waste, illegal Dumping of Solid Wastes, or delivery of Solid Wastes to unauthorized Disposal sites and facilities.	\$1,000 for 1 st offense; \$5,000 for 2 nd offense or subsequent offense;
Commingling of Recyclables with Other Solid Wastes;	\$500 per occurrence;
Delivery of Yard Waste to Facility commingled with other Solid Wastes;	\$200 per occurrence;
Failure to properly sticker	\$50 per occurrence (per stop);
Non-collected Solid Waste Failure to use a dedicated truck	\$250 per day, per truck;

Failure to provide and maintain Telephone communication	\$200 per day;
Failure to notify Town of vehicle Leaving District or being unable to Complete the day's route	\$200 for the first offense \$400 for each subsequent occurrence;
Starting collection before 6 AM Absence of broom and shovel on truck Failure to clean up spilled Solid	\$200 per truck per day; \$50 per truck per day; \$100 per stop plus cost of clean up;
Waste or Recyclables Failure to collect on scheduled day	\$50 per stop plus cost of substitute collection;
Failure to make timely submission of Routes, rosters, monthly reports, or Other Contract Documentation	\$100 per day until submitted;
Failure to replace resident's Container	\$50 per occurrence At curbside;

The above penalties shall be in addition to any other available under the law and shall be deducted from Contract payments. Such penalty shall not be applied without notice, in writing, to the Contractor. If a Contract violation should occur, the Contractor will be notified by phone, and shall be afforded a reasonable opportunity to respond and cure said violation. In the event that a violation is alleged at a Disposal Facility, upon direction by the Town, the involved vehicle will remain at the Disposal Facility until a written report is completed by the Town Engineer. Monetary penalties shall be considered a final determination when assessed by the Town Engineer. Penalties will not be arbitrarily and capriciously applied. Assessment of a penalty may be reviewed solely in a proceeding pursuant to Article 78 of the New York State CPLR.

22. DELIVERY AND DISPOSAL

A. Delivery Control-

The Contractor shall deliver the Solid Wastes collected within the District to a NYS Department of Environmental Conservation permitted Recyclables Processing Facility, Transfer Station Disposal Facility. The Contractor shall not deliver any Solid Waste or Recyclables with the exception of Yard Waste to a Town of Southampton Facility.

The collected single stream recyclables shall be delivered to the Single Stream recycling plant operated by Green Stream Recycling located at the Town of Brookhaven Landfill site. The contractor shall deliver recyclables (comingled containers, fiber and cardboard) to the Brookhaven Single Stream Recycling Facility on behalf of the Town of Southampton. The Contractor will not be charged a disposal fee nor receive income for the use of the Brookhaven Facility. The Town of Southampton and the Town of Brookhaven will implement an Intermunicipal Agreement for single stream capacity at The Green Stream Recycling Facility.

The Contractor shall provide the Town with copies of current licenses/permits for the Processing and Disposal Facilities receiving the Solid Wastes collected within the District. The Contractor shall notify the Town Engineer, in writing, of any change in the Facilities during the Contract Term.

B. Tipping Fee Payments-

The Contractor shall pay all Tipping Fees at the Processing/Disposal Facilities at its own expense. Tipping Fees may change during the Contract Term. The Contractor assumes the risk of any increases in Tipping Fees during the Contract Term.

C. Record Keeping and Reporting-

The Contractor shall maintain records of the quantities of Solid Waste collected within the District. The Contractor shall submit to the Town Engineer, with payment requisitions, monthly reports of collected Solid Waste and Recyclables tonnages in an agreed upon format.

23. QUALITY OF SERVICE

A. Independent Contractor-

It is understood and agreed that the Contractor's status hereunder is that of an independent Contractor. Neither the Contractor nor any person hired, employed or otherwise engaged by the Contractor shall be considered employees of the Town for any purpose, and they shall not hold themselves out to be officers or employees of the Town.

B. Character of Personnel-

All employees and supervisory personnel used in the performance of this Contract shall be competent and qualified. The Contractor shall devote

sufficient personnel, time and equipment to assure the satisfactory compliance with the provisions of the Contract.

All operators of the collection trucks shall have current, applicable CDL operator's licenses in the State of New York. The Town Engineer shall have the right to request an operator provide his license for review.

In the event an employee of the Contractor is disorderly, obscene or discourteous, the Contractor shall remove the employee from any Contract work, upon the receipt of a written request from the Town Engineer to take such action. The Town Engineer shall indicate the reasons for the request and no removed employee shall be employed by the Contractor or any other Contractor performing Contract work for the Town without the prior written consent of the Town.

Prior to the commencement of the Contract and every month thereafter, the Contractor shall provide to the Town Engineer a certified payroll of employees assigned to and working under this Contract.

C. Supervisor and Contact Phone-

The Contractor shall provide to the Town Engineer the name and telephone number of the supervisor who will oversee the Contract work. The supervisor must commit sufficient time in the field to insure that the employees and equipment are completing the contractual work. The Town must be notified of any change of the supervisor.

D. Collection Practices-

The Contractor shall collect, remove and dispose of all Solid Wastes in a manner which will not create odors or litter. After emptying Containers, the Contractor shall return the Containers upright to approximately the same location in which placed for collection by the resident, but in any event, out of the roadway and in such a manner so as not to create a traffic hazard. If such Container was lidded at the time of collection, the Contractor shall replace the lid thereon. The Contractor's repeated failure to perform its obligations under this paragraph, after notification by the Town, shall constitute Liquidated Damages.

The Contractor shall make every effort to prevent Solid Wastes from spilling onto streets and properties during the collection and transport of Solid Wastes. Should Solid Wastes be spilled at any time and at any location, the Contractor shall clean up any spillage immediately. A broom and shovel shall be maintained on the truck at all times for this purpose. Should the Contractor, after telephone notice by the Town or a resident, fail to clean up such reported spillage within three hours of such notification, Liquidated Damages will be applied.

The Contractor shall provide service to each and every Collection Unit within the District on each collection day year round. The Contractor's failure to collect an entire street within the District for a second time after notice by the Town shall constitute a breach of this Contract. Upon notification by the Town that the Contractor has failed to meet its obligation under this paragraph, the Contractor shall immediately dispatch the necessary personnel and equipment to remedy the violation. Such remedial action by the Contractor shall be completed on the same day as the violation, or the same day of the notification of same by the Town. If the Contractor fails to remedy its violation as above specified, the Town Engineer may, at his discretion, take such remedial action as he deems necessary and the cost of same shall be charged to the Contractor and deducted from its next monthly payment by the Town.

E. Equipment-

The vehicles used by the Contractor for District work shall meet the new federal EPA Year 2010 Emission Standards, and operate said vehicles for the duration of the Contract. All vehicles and other equipment used in the performance of this Contract must be safe for use on Town roads, must be kept clean and must be maintained in good repair. All vehicles must be equipped with communication radios, Town permit numbers permanently affixed, mufflers, and must comply with all Federal, State, County and Town licensing and/or registration requirements. All collection vehicles shall be painted a color chosen by the Town Engineer, shall bear the language "Under Contract with the Town of Southampton Refuse and Garbage District" in letters at least eight inches in height on both sides of the vehicle, and shall prominently display the Town permit decals(s) issued by the Town and in such manner required by the Town Engineer. There shall be no advertising displayed on the vehicles.

F. Damaged Property of Residents and Town-

The Contractor shall avoid damaging Containers owned by the Residents. If the Contractor damages any Container, the Contractor must replace or adequately repair the damaged container at the Contractor's expense of the Town shall replace the Container and deduct the Town's expense from the next monthly contract payment. Normal wear shall not constitute damage requiring replacement or repair under the terms of this Contract. The Town Engineer shall be the final arbiter in the event of a dispute between the Contractor and Resident.

The Contractor shall perform the work in a manner which will not damage any public or private property. The Contractor shall promptly repair or replace any and all damage caused in performing the work. Failure to do

so will result in the Town's performing the work and deducting the cost of such work from the monthly contract payments.

G. Exclusive Service-

The Contractor, while performing services pursuant to this Contract, shall work exclusively on collection and disposing of residential Solid Waste within the Town. However, the Contractor is and shall remain an independent Contractor and is not an employee of the Town. The Contractor's vehicles and employees servicing this Contract must complete all Contract work and dispose of the Solid Waste at the designated Disposal / Processing Facility prior to being used by the Contractor for non-Town related work. Under no circumstances shall Solid Waste collected from locations not entitled to District service be mixed with or placed on vehicles of the Contractor while the vehicle is collecting and disposing of Solid Wastes under this Contract. Mixture of Solid Wastes collected pursuant to this Contract with other wastes collected from locations not entitled to District service shall constitute a breach of this Contract entitling the Town to immediately terminate the Contract and call for the performance bond from the surety or other performance security.

PROPERTIES INCLUDED IN SERVICE

The following properties are entitled to receive the services described in this Contract:

Assessment Code	Factor	Type of Property	Count
210	1	Single Family, Year Round Residence	1875
210W	1	Single Family, Year Round Residence (waterfront)	115
215	1.5	Single Family, Year Round Residence with Accessory Apart.	2
220	1.5	Two Family, Year Round Residence	26
220W	1.5	Two Family, Year Round Residence (Waterfront)	3
230	2	Three Family, Year Round Residence	6
250W	1	Estate (Waterfront)	1
260	1	Seasonal Residences	40
260W	1	Seasonal Residences (Waterfront)	8
270	1	Mobile Home	7
271	1	Multiple Mobile Homes	2
280	1.5	Residential - Multi-Purpose/Multi-Structure	1
281	1.5	Multiple Residences	37
281W	2	Multiple Residences (Waterfront)	6

24. CONTRACT PAYMENTS BY TOWN

A. Regular Payment-

Payment for services will be made within 30 days for each month in which services were performed pursuant to this Contract and upon recommendation of the Town Engineer, together with the approval by the Town of a claim voucher properly filled out and signed as required by the Town.

Regular payment shall be determined by dividing the applicable Annual Contract Price into 12 equal monthly payments. Any payments due the Town from the Contractor shall be deducted on the voucher by the Town Engineer prior to the authorization of each monthly payment.

Such deductions shall include Tipping Fees, incurred by the Town at any Disposal Facility, penalties assigned under Liquidated Damages, other costs incurred by the Town for cleanup, repair or collection of Solid Waste due to the Contractor's failure to perform such work when directed to do so, and /or any other costs permitted to be offset under any provision of this Contract. In the event that such deductions exceed the amount of the monthly payment due the Contractor for that month, the Contractor shall make prompt payment to the Town for the same. Said amount shall be deducted from the following month's payment if the Contractor fails to make such payment, despite due demand. The excess of such deductions over the Contractor's monthly payment for two consecutive months shall constitute a breach of this Contract by the Contractor.

The Contractor shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices and such other records as may be prescribed by the Town Engineer. Such books and records shall be retained by the Contractor for a period of six years and shall at all times be available for audit and inspection by the Town Board or its duly designated representative. The Contractor shall fully comply with all rules and regulations of the Financial Administrator of the Town with regard to payment and audit of claims.

B. Equalized Contract Unit Adjustments-

The total Annual Contract Prices shall be increased or decreased annually in writing by the Town Engineer, with the report and recommendation of the Office of the Assessor, by the net change in the number of equalized contract units within the District based on the final tax assessment roll covering the ten current tax year.

25. INSURANCE REQUIRED BY THE TOWN OF SOUTHAMPTON

The Contractor shall provide and maintain throughout the term of the Contract the following insurance and coverage which also names the Town of Southampton and the **Flanders, Riverside, Northampton Refuse and Garbage District** as additional insured (except Workers Compensation and Disability benefits):

<u>Insurance</u>	<u>Minimum Coverage</u>
Workers Compensation & Disability Benefits Comprehensive Motor Vehicle Liability	As required by NYS Law \$2,000,000 per occurrence for Bodily Injury & Property Damage.
Comprehensive General Liability Incl. Premises Operation, Broad Form Property Damage, Contractual Liability, Personal Injury, Liability and Explosion	\$2,000,000 per occurrence for Bodily Injury, \$5,000,000 per occurrence for Property Damage
Contractors Protective Liability (Must show Town as the sole Named Insured)	\$2,000,000 combined single limit

Proof of Coverage Insurance-

The Contractor shall furnish the Town with certificates of each insurance company insuring the Contractor or any subcontractor permitted under this Contract, except that, with respect to the Owners Protective Liability and Property Damage Insurance, the Contractor shall furnish the Town with the original insurance policy which will be filed with the Town Clerk’s Office.

All certificates and insurance policies shall bear policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policies shall be endorsed to provide the Town of Southampton, Office of the Town Attorney, 116 Hampton Road, Southampton, New York 11968, with notice of cancellation sent certified mail, return receipt requested (receipt acknowledged by the Town Clerk) at least 39 days prior to the actual date of such cancellation. Failure to maintain the required insurance during the term of the Contract shall be a breach of Contract.

26. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to those governing the inspection and licensing of equipment used in the performance of this Contract, and the Town of Southampton Local Law, as amended, entitled, "Solid Waste Management, Chapter 205 to the Code of the Town of Southampton.

27. LAW AND ORDINANCES

In the performance of the Contract, the Contractor will be required to observe and obey all Federal, State, County and local laws, ordinances, codes and regulations relating to the performance of the Contract including but not limiting labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work hereunder in his relations with the Municipality or any other person, and also all laws, codes, ordinances controlling or limiting the Contractor while engaged in executing the work under the Contract.

As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the labor laws of the State of New York.

The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposed of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law.

The Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these 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, subcontractor 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 one (1) calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week except in such emergency; that the wages to be paid for a legal

day's work as herein before defined, to laborers, workmen or mechanics upon the work called for under this Contract or upon any material used upon, or in connection therewith, shall not be less than 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, workman or mechanic employed by the Contractor, subcontractor or other person about or 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 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.

Relevant sections of the Labor Law are excerpted below; however, Contractor is responsible to familiarize himself with all requirements of all sections of the Labor Law applicable to this Contract.

Section §220 of the NYS Labor Law now requires contractors and subcontractors to submit "Certified Payrolls" to the Town every thirty days. The Contractor agrees to submit said payroll that pertains to each job a bill is submitted for. **NO BILL WILL BE PAID WITHOUT THE RECEIPT OF THE CERTIFIED PAYROLL.**

Section 220 of the Labor Law, as amended, increases the penalties against contractors who do not comply with the provisions of the law, and requires that contractors provide written notice to employees of their right to receive prevailing wage and to list each employee's classification and prevailing wage rate on the employee's pay stub.

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 of 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 Contractor, 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 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 reason, it may be deemed advisable, the Comptroller of the State or financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof of the sums or sum 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 the Labor Law, as so amended, provides the penalty for making of a false oath or verification.

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 Village 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 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 upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this section.

Section 220-H of the Labor Law, **effective July 18, 2008**, requires that, for every contract for the construction, re-construction, maintenance and/or repair of public work to which the state or a municipality is a party, where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars, all laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract are set forth herein above as part of "Information to Bidders".

28. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, 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.

29. LABOR LAW

The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

Attention is called to certain provisions of the Labor Law, as set forth in the Conditions of Contract, Paragraph 11, which are hereby referred to and made a part hereof.

30. WAGE RATES

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, are to be found on website provided in Notice to Bidders, the vendor awarded the contract shall be provided with an original wage schedule.

31. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Town of Southampton receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Town of Southampton will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is

in violation of the Act within 90 days after the determination of such violation, then Town of Southampton shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Town of Southampton reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

32. FOREIGN CONTRACTORS

Foreign Contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this 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 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.

33. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others, shall be employed to perform any work on this project; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which they can able perform.

34. NON-DISCRIMINATION

There shall be no discrimination because of race, creed, or color in the employment of persons for work under this Contract, whether performed by the Contractor or any Subcontractor. Neither shall the Contractor and Subcontractor or any person acting on behalf of the Contractor or Subcontractor discriminate in any manner against or intermediate any employee hired for the performance of work under this Contract on account of race, creed or color.

There may be deducted from the amount payable to the Contractor by the Town under this Contract a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this paragraph; provided that for a second or any

subsequent violation of the terms of this paragraph, this Contract may be canceled or terminated by the Town and all monies due or to become due hereunder may be forfeited.

Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State, and/or Local laws, ordinances, rules, regulations and order prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Contractor shall remain primarily responsible for compliance hereunder.

Contractor expressly agrees to comply with the Americans with Disabilities (ADA) Act of 1990.

In accordance with Section 312 of the Executive Law:

(a) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation;

(b) at the request of the Town, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" of the preceding paragraphs in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of

any federal law concerning equal employment opportunity, which effectuates the purpose of this section. The Town shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Town shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

Contractor hereby agrees to comply with the intent of the applicable provisions of Executive Law Article 15-A and the regulations promulgated thereunder. Executive Law §§312 and 316 are hereby incorporated by reference.

35. SUITS OF LAW

The Contractor shall indemnify and save harmless the Town from and against all suits, claims, demands or actions for any injury sustained or alleged to be 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 of any subcontractor, and in case of any such action shall be brought against the Town, the Contractor shall immediately take charge of and defend the same at his own cost and expense.

36. GENERAL MUNICIPAL LAW CLAUSE

Pursuant to the provisions of Section 103-a of the General Municipal Law, 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, any political subdivision thereof, a public authority or any public department, agency or official of the State 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, 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 contracts with any municipal corporation or any public contracts made 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 on or after the first day of July, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director of 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.

37. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency, which threatens loss or injury to property and/or safety of life, the Contractor will be permitted to act as he sees fit without previous instructions from the Town. He shall notify the Town thereof immediately and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the Town for approval. Where the Contractor has not taken action but has notified the Town of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the Town to prevent such threatened injury or damage, he shall act as instructed by the Town. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work.

38. PROVISION REQUIRED BY LAW DEEMED INSERTED

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 read and be 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 be forthwith be physically amended to make such insertion.

39. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract according to provisions set forth by the New York State Department Labor and other applicable laws.

40. REFUSAL TO WAIVE IMMUNITY

Pursuant to the provisions of Section 103-A of the General Municipal Law, 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, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or of an 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, firm director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with an 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 on or after the first day of July, 1959, by such person and any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

41. EXEMPTION FROM SALES AND USE TAXES

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending section 1115 (a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) paragraph (L) of section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 1115 (a) (15) and (16).

(15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of an organization described in subdivision (a) of section 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become and integral component part of such structure, building or real property.

(16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of section 1116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into Contract with the Town of Southampton shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the Contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York, 12227.

42. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:(a) That he is financially solvent and that he is experienced in, and competent to, perform the type of work involved under this Contract and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and

(b) That he is familiar with all Federal, State and Municipal Law, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

(c) That such work required by these Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose for which is intended and that such construction will not injure any person or damage any property; and

(d) That he has carefully examined the Plans, Specifications and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

43. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the Town for any loss on account of any infringement of patent rights unless prior to his use in the work a particular process or a product of a particular manufacturer he notifies the Town in writing that such process or product is an infringement of a patent.

44. AUTHORITY OF THE TOWN

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Town and shall perform work to the satisfaction of the Town, at such time and places, by such methods, and in such manner and sequence as it may require. The Town shall determine the 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 Town shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Town shall control, or in which work shall be performed to the Town's satisfaction or subject to the Town's approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed.

45. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS

The Town may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the Town, 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 Town from loss due to defective work not remedied; or
- (c) To protect the Town from loss due to injury to persons or damage to the work or property of other contractors or subcontractors of other, caused by the act or neglect of the Contractor or any of his subcontractors. The Town shall have the right, as agent for the Contractor to apply such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

46. THE TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If,

- (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- b) a receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- c) the contractor shall refuse or fail, after notice or warning from the Town, to supply enough properly skilled workmen or proper materials; or
- d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- e) the Contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or
- f) the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Town or otherwise be guilty of a substantial violation of any provisions of this Contract; then, and in any such event, the Town, without prejudice to any other rights or remedy it may have, may upon seven (7) days notice to the Contractor terminate the employment of the Contractor and his rights to proceed either as to the entire work or (at the option of the Town) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise, as the Town may deem expedient. In such case, the Contractor will not be entitled to

receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), the excess over all such expense shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess. If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof. If the Town does not so terminate the right of the Contractor to proceed, the Contractor shall continue to work.

47. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or other public authority for a period of three (3) months without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) days notice to the Town, discontinue his performance of the work and/or terminate the Contract; in which event, the liability of the Town to the Contractor shall be determined as provided in the paragraph immediately preceding (Paragraph 31), the Contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the Contractor hereunder.

48. SUBLETTING, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract nor assign any money due him hereunder without first obtaining the written consent of the Town. This Contract shall insure the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

49. SUBCONTRACTORS

Before making any subcontract, the Contractor must submit a written statement to the Town giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the Town finds that the proposed subcontractor is qualified, the Town will notify the Contractor. The Town may revoke its approval of a subcontractor when, in the Town's opinion, such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with this Contract.

Any subcontractor should not begin to work on the services of this Contract until said subcontractor has been approved by the Town.

Contractor agrees that it shall accept full responsibility for the performance of any subcontractors. All provisions of this Contract apply equally to any subcontractors. The Contractor agrees to indemnify the Town as to the subcontractors in this Contract and will assure that the Town is protected from any liability that may occur as a result of the subcontractor's performance under this Contract. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the Town.

50. BREACH OF CONTRACT

If a Contractor fails to perform, or fails to perform its obligations under this Contract, in a manner satisfactory to the Town, or fails to perform said obligations in compliance with the requirements of applicable Federal, State, County and Town laws, rules and ordinances, the Town shall have the right to take whatever corrective action as the Town deems appropriate, including, but not limited to, withholding of Contract Payments, terminating the Contract and/or calling upon the Surety which has issued the Performance Bond.

51. EXCUSABLE NON-PERFORMANCE

Neither the Contractor nor the Town shall be liable for the failure to fulfill its responsibilities as provided for in this Contract, nor for any resultant damages or financial loss if such failure is caused by supervening conditions entirely beyond the control of either party hereto due to an act of God, war, governmental order or regulation. If the Town Engineer determines that the event which caused the disruption of services has ended and the Contractor does not resume service immediately after notification by the Town Engineer that the event which caused the disruption of services has ended, the Contractor's failure to immediately resume services shall constitute a breach of contract by the Contractor.

52. ASSIGNMENT OF CONTRACT

In accordance with Section 109 of the General Municipal Law of the State of New York, the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, nor of his right, title or interest therein, or his power to execute the Contract, to any other person or corporation without the previous written consent of the Town.

Penalties for violation of this section are set forth in General Municipal Law Section 109(2). Except for the sale or transfer of five percent (5%) or less of the shares of a publicly traded corporation, any change in stock ownership of a corporate Contractor, other than a transfer caused by the death of a stockholder, shall constitute an assignment and require the prior written consent of the Town.

53. JOINT AND SEVERAL LIABILITY

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for Contract violations.

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, N.Y.**

PROPOSAL FORM

The undersigned bidder has carefully examined the Instructions, plans, and specifications, and will provide all labor, materials, equipment, and incidentals as necessary and called for by said Instructions, contract, plans, and specifications, in strict accordance with the requirements of the Town of Southampton, for **Flanders, Riverside, Northampton Refuse and Garbage District** in accordance with the prices proposed in their proposal, in a not to exceed amount determined by the Town by resolution awarding this contract.

PROPOSAL

Table 1 – Factor to Be Applied to Property Classifications to Determine “Equalized Contract Units in Refuse and Garbage District

Assessment Code	Factor	Type of Property	Count	Equalized Contract Units	Contractor Price for Equalized Contract Unit	Optional Bid Item Listed on Par. 17 B (4)
210	1	Single Family, Year Round Residence	1875	1875		
210W	1	Single Family, Year Round Residence (waterfront)	115	115		
215	1	Single Family, Year Round Residence with Accessory Apart.	2	2		
220	1.5	Two Family, Year Round Residence	26	39		
220W	1.5	Two Family, Year Round Residence (Waterfront)	3	4.5		
230	2	Three Family, Year Round Residence	6	12		
250W	1	Estate (Waterfront)	1	1		
260	1	Seasonal Residences	40	40		
260W	1	Seasonal Residences (Waterfront)	8	8		
270	1	Mobile Home	7	7		
271	1	Multiple Mobile Homes	2	2		
280	1.5	Residential - Multi-Purpose/Multi-Structure	1	1.5		
281	1.5	Multiple Residences	37	55.5		
281W	2	Multiple Residences (Waterfront)	6	12		
283	N/A	Residence with Incidental Commercial Use	1	1		

Vendor Form – this page requires vendor’s information

The undersigned hereby acknowledges receipt of the following Addenda (if any):

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____

RESERVATION OF RIGHTS

The Town Board of the Town of Southampton reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this entire Contract to the lowest qualified bidder, or to award individual items of the bid to separate vendors. The Town Board reserves the right to waive any and all informalities in all bids received, and/or to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternate total bid. Such total bid or alternate total bid are for the purpose of guidance in awarding the Contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish the required security for faithful performance of the terms of said Contract and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required under this Contract within the timeframe indicated from the date of execution of this contract from the Town.

In default of the successful bidder’s obligation to enter into a Contract with the Town for the work specified herein at the prices offered herein, and to provide at the time of execution of the contract the required contract security and documentation of insurance, the undersigned bidder agrees that the certified check or bid bond, if applicable, herewith deposited with the Town shall be paid and delivered to the Town as liquidated damages of such default. The certified checks or bid bonds of all remaining unsuccessful bidders except the second lowest bidder will be returned upon award of the Contract to the lowest bidder. After the execution of a Contract between the Town and the successful bidder and provision by the successful bidder of the required contract security and documentation of insurance, the bid security of the successful bidder and the second lowest bidder will be returned.

The Town Board reserves the right to award this Contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town. Payment shall be on the basis of actual work completed for the prices quoted. Contractor will be paid the total contract amount after the project is completed to the satisfaction of the Department of Municipal Works.

Signature of person, firm or corporation making this Proposal:

(Contractor)

(Title)

Date: _____

Mailing Address: _____

Phone No.: _____

Tax Id# _____

NOTE: By signing and submitting this bid for consideration by the Town of Southampton the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State 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,

- a) 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 contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) 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.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name: _____

Signed by: _____

Title: _____

Date: _____

GENERAL MUNICIPAL LAW - 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Affix corporate seal if contractor is a corporation.

Insurance Certification

Your insurance representative and your company's representative must complete the form below in order to be considered for the award of this bid. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid package and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Are you an agent for the companies providing the coverage? Yes ___ No ___

Date: _____

Insurance Company/Brokerage: _____

Mailing Address: _____

Phone: _____ Fax No.: _____

Email: _____

Agent Name: _____ Sign: _____

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, Town of Southampton may reject my bid and award to the next lowest bidder.

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

Section B.

Provide information below regarding similar contracts held:

Organization Name:
Number):

Contact Person (Name and Phone
Number):

Amount of Contract:

Date Completed:

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No_____

2. Have you ever defaulted on a contract? Yes/No_____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No_____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No_____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Title

Email Address: _____

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Bidder shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),

(an officer or agent of the corporate applicant) namely its

_____,(list corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation

By: _____

The following is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors on the ____ day of ____, 2015.

(Seal of Corporation)

Secretary

Legal name of person, firm or corporation making this bid:

Dated _____

Bidders Seal

NOTES:

(1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately hereunder as Partner.

(2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.

(3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement, which follow.

(4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the Questionnaire” which follows as part of bid.

(5) In case of any discrepancy in the bidder's extensions or total, the Town's computation of extensions and totals will govern.

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

_____, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to before

me this ____ day of _____, 2015.

(Notary Public)

FORM OF AFFIDAVIT WHERE BIDDER IS AN ENTITY
OTHER THAN A CORPORATION

STATE OF NEW YORK)
) ss:
COUNTY OF SUFFOLK)

being duly sworn, deposes and says: I am a member of _____, the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the several matters therein stated in all respects are true.

(Signature of person who signed the bid)

Subscribed and sworn to before me:

This ____ day of _____, 2015.

Notary Public

FORM OF BID BOND (ORIGINAL RAISED SEAL REQUIRED)

THIS IS A SAMPLE ONLY
THIS PAGE IS NOT TO BE USED

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal; and _____ as Surety, are hereby held and firmly bound unto the Town of Southampton, Suffolk County, New York, in the penal sum of _____, for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2015. The condition of the above obligation is such that whereas the Principal has submitted to the Town a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate

(b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto, (properly completed and in accordance with said bid), and shall furnish a bond for the faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Contractor's Name _____ (LS)

Contractor's Signature _____

Principal By: Insurance Company _____

SEAL

ACKNOWLEDGE OF PRINCIPAL, IF A CORPORATION

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 2015 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 _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impression affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAL

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 2013, before me personally came and appeared _____, to me known and known to me to be one of the members of the firm of: _____, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as for the act and deed of said firm.

SEAL

APPENDIX “A”

MAP OF CONTRACT BID AREA

Town of Southampton

PROPOSED REFUSE DISTRICT

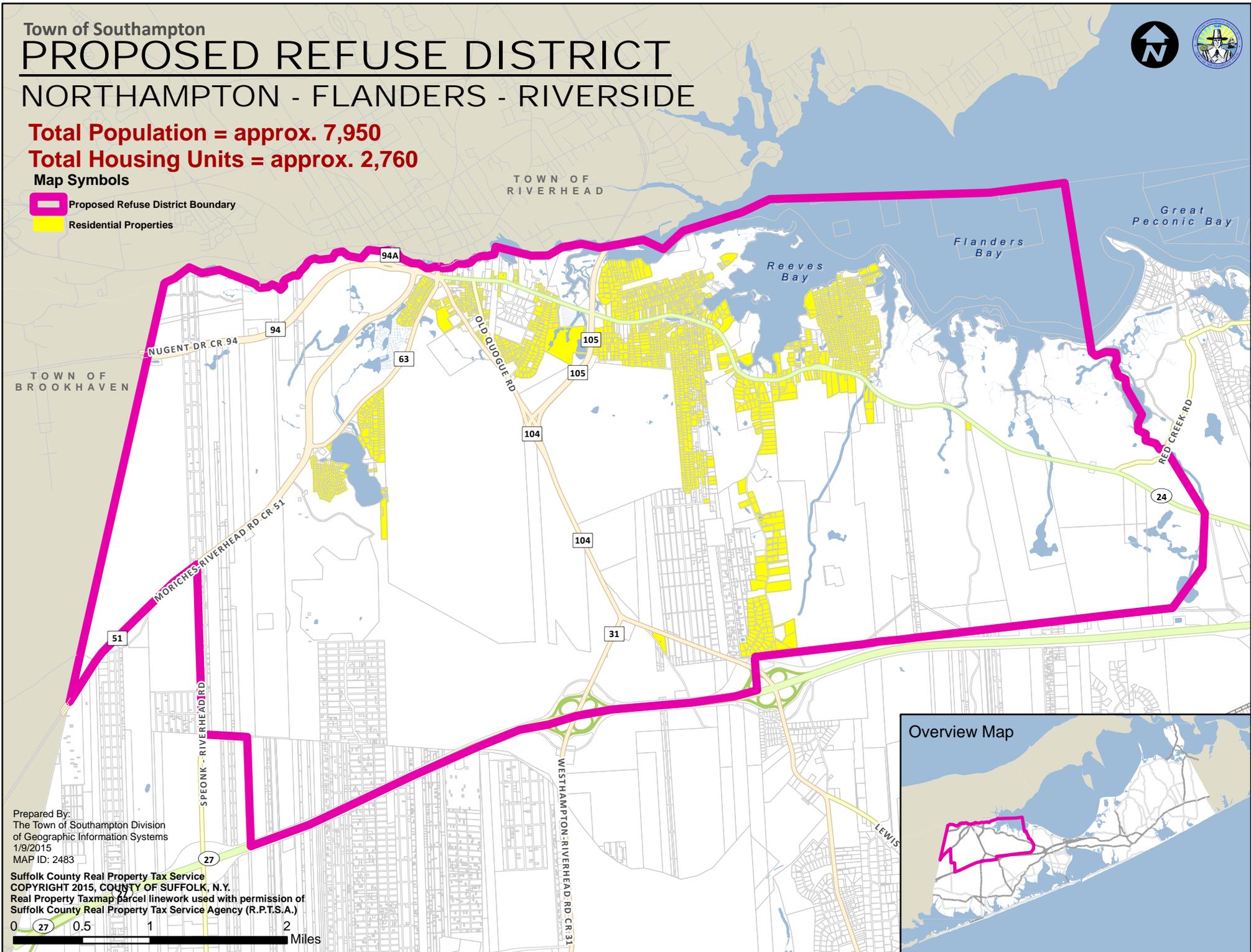
NORTHAMPTON - FLANDERS - RIVERSIDE



Total Population = approx. 7,950
Total Housing Units = approx. 2,760

Map Symbols

-  Proposed Refuse District Boundary
-  Residential Properties



Prepared By:
The Town of Southampton Division
of Geographic Information Systems
1/9/2015
MAP ID: 2483

Suffolk County Real Property Tax Service
COPYRIGHT 2015, COUNTY OF SUFFOLK, N.Y.
Real Property Taxmap parcel linework used with permission of
Suffolk County Real Property Tax Service Agency (R.P.T.S.A.)



APPENDIX “B”
COLLECTION SCHEDULE

APPENDIX “C”

**CONTRACT CARTER
MONTHLY REPORT FORM**

**APPENDIX D
TOWN OF SOUTHAMPTON
CARTER MONTHLY REPORT FORM**

CARTER NAME: _____

CARTER ADDRESS: _____

Assessment Code	Factor	Type of Property	Original	Serviced	CONTRACT	Unit Cost	Total	Comments
			Count					
210	1	Single Family, Year Round Residence	1875					
210W	1	Single Family, Year Round Residence (waterfront)	115					
215	1	Single Family, Year Round Residence with Accessory Apart.	2					
220	1.5	Two Family, Year Round Residence	26					
220W	1.5	Two Family, Year Round Residence (Waterfront)	3					
230	2	Three Family, Year Round Residence	6					
250W	1	Estate (Waterfront)	1					
260	1	Seasonal Residences	40					
260W	1	Seasonal Residences (Waterfront)	8					
270	1	Mobile Home	7					
271	1	Multiple Mobile Homes	2					
280	1.5	Residential - Multi-Purpose/Multi-Structure	1					
281	1.5	Multiple Residences	37					
281W	2	Multiple Residences (Waterfront)	6					
283	N/A	Residence with Incidental Commercial Use	1					

Total Montly Invoice

Total MSW Collected	_____ Tons
Comments:	
Total Single Stream Collected	_____ Tons
Comments:	

Total Bulk Collected	_____ Tons
Comments:	
Total Yardwaste Collected	_____ Tons
Comments:	

Number of Calls Received

Comments:

Manager of District

I certify that this information is true and based on actual scale tickets received by the above named firm from disposing and recycling the above referenced materials in accordance with New York State Rules and Regulations pertaining to Solid Waste Management and Recycling.

If Original Count differs than Service Count, Vendor must notify Town immediately: Place additional locations Below.

Assessment Code	Description	Factor	Count	Equalized Contract Units	Maggio Sanitation Service			Straight Annual Pass through Tax Cost		Including 5% Admin Fee		Including 5% Admin Fee for all units
					Unit Price/per yr	Extended Total/per year	Alt. Yardwaste	Assessment Code	Annual Cost per Assessment Code	Assessment Code	Annual Cost per Assessment Code	
210	Single Family, Year Round Residence	1	1877	1877	\$284.64	\$534,269.28	NC	210	\$284.64	210	\$298.87	\$560,982.74
210W	Single Family, Year Round Residence (waterfront)	1	115	115	\$284.64	\$32,733.60		210W	\$284.64	210W	\$298.87	\$34,370.28
215	Residence with Accessory Apart.	1.5	2	3	\$284.64	\$853.92		215	\$426.96	215	\$448.31	\$896.62
220	Two Family, Year Round Residence	1.5	26	39	\$284.64	\$11,100.96		220	\$426.96	220	\$448.31	\$11,656.01
220W	Two Family, Year Round Residence (Waterfront)	1.5	3	4.5	\$284.64	\$1,280.88		220W	\$426.96	220W	\$448.31	\$1,344.92
230	Three Family, Year Round Residence	2	6	12	\$284.64	\$3,415.68		230	\$569.28	230	\$597.74	\$3,586.46
250W	Estate (Waterfront)	1	1	1	\$284.64	\$284.64		250W	\$284.64	250W	\$298.87	\$298.87
260	Seasonal Residences	1	40	40	\$284.64	\$11,385.60		260	\$284.64	260	\$298.87	\$11,954.88
260W	Seasonal Residences (Waterfront)	1	8	8	\$284.64	\$2,277.12		260W	\$284.64	260W	\$298.87	\$2,390.98
270	Mobile Home	1	7	7	\$284.64	\$1,992.48		270	\$284.64	270	\$298.87	\$2,092.10
271	Multiple Mobile Homes	1	2	2	\$284.64	\$569.28		271	\$284.64	271	\$298.87	\$597.74
280	Residential - Multi-Purpose/Multi-Structure	1.5	1	1.5	\$284.64	\$426.96		280	\$426.96	280	\$448.31	\$448.31
281	Multiple Residences	2	37	74	\$284.64	\$21,063.36		281	\$569.28	281	\$597.74	\$22,116.53
281W	Multiple Residences (Waterfront)	2	6	12	\$284.64	\$3,415.68		281W	\$569.28	281W	\$597.74	\$3,586.46
	Total Base Price				\$625,069.44			\$5,408.16				\$656,322.91
											Total Admin Fee	\$31,253.47
											Mailings: \$3,000	\$28,253.47

APPENDIX D

REGULATIONS

1. 2010 TBR 1287 – Resolution of Adoption of New Chapter 285 (Stormwater) of the Code of the Town of Southampton
2. 2014 TBR 550 – Adoption to Enact Town Code Chapter 159 (Hydraulic Fracturing) Prohibiting the Sale, Application and Disposal of Waste Associated with Natural Gas Exploration and Extraction Activities.
3. 2014 Single Use Bag Ban
 - a. PSA – 2014 Education and Outreach Campaign
 - b. 2014 TBR 1342 Notice of Adoption: Chapter 212 (Retail Checkout Bags) of the Town Code to Prohibit Retail Establishments from Using Certain Plastic Bags for Retail Checkout of Goods.
4. 2014 TBR 1140 – Resolution of Adoption Amending Southampton Town Code Chapter 123 (Building Construction) to Add a New Article VII Entitled “Fill Composition Certification”
5. Community Preservation Fund – Clean Water
 - a. 2016 TBR 1201 – Adoption the Community Preservation Fund Project Plan to Include Water Quality Improvement Projects.
 - b. 2017 TBR 700 – Adoption to Consider Amending Town Code Chapter 123 (Building Construction) To add Article VIII Requiring Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS) for Particular Residential Projects.
 - c. 2017 TBR 720 – Adoption to Consider Amending Town Code Chapter 140 (CPF) as it Relates to The Water Quality Advisory Committee.
 - d. 2017 TBR 791 – Adoption Amending Town Code Chapter 177 (Septic System Rebate and Incentive Program) to include Rebates for Innovative and Alternative On Site Wastewater Treatment Systems.
 - e. 2018 TBR 879 – Amend Town Code Chapter 140 – at Article VI (Water Quality Improvement) to Clarify Project Eligibility
6. 2015 TBR 485 – Adoption Amending Town Code Chapter 205 (Landfills, Transfer Stations and Scavenger Waste) By Repealing the Provisions therein and Replacing Chapter 205 in its Entirety with a New Chapter 205 Entitled “Waste Management”.



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 12/14/10 01:00 PM

Department: Town Attorney

Category: Local Laws

Prepared By: Eileen Halek

Initiator: Michael Sordi

Sponsors: Councilwoman Nancy Graboski

DOC ID: 12459

ADOPTED

TOWN BOARD RESOLUTION 2010-1287

**Resolution of Adoption of a New Chapter 285 (Stormwater),
of the Code of the Town of Southampton**

WHEREAS, the Town Board is considering the creation of a new Chapter, Chapter 285 (Stormwater) of the Code of the Town of Southampton; and

WHEREAS, public hearings were held on October 26, November 9 and November 30, 2010, at which time all persons either for or against said new chapter were heard; and

WHEREAS, the Town of Southampton Department of Land Management has reviewed the provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 (Environmental Quality Review) of the Town Code and has advised that the proposed action meets the criteria of an "Unlisted Action"; and

WHEREAS, after reviewing the information contained in the Environmental Assessment Forms prepared by the Department of Land Management and considering the potential impacts of the proposed action, the Town Board finds that the creation of a new Chapter 285 (Stormwater) of the Town Code will not result in any large and important impacts and thus, will not have a significant impact on the environment; now, therefore, be it

RESOLVED, that the Town of Southampton hereby adopts a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Southampton Town Code; now, therefore, be it further

RESOLVED, that Local Law No. 41 of 2010 is hereby adopted as follows:

LOCAL LAW NO. 41 OF 2010

A LOCAL LAW creating a new Chapter, Chapter 285 (Stormwater), of the Code of the Town of Southampton.

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

SECTION 1. Legislative Intent.

The Town of Southampton in 2003 obtained State Pollution Discharge Elimination System (SPDES) permit number NYR20A454 from the New York State Department of Environmental Conservation (NYSDEC) in connection with the discharge of stormwater, as required by the Environmental Conservation Law (ECL). The SPDES permit requires the Town to enact a local law that complies with federal and New York State guidelines for stormwater control. This local law is enacted in satisfaction of that requirement.

SECTION 2.

Chapter 285 (Stormwater) of the Code of the Town of Southampton is hereby created as follows:

**Chapter 285
STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL**

§ 285-1. Statutory authorization.

This chapter is enacted pursuant to §10 of the Municipal Home Rule Law to promote the public health, safety, and general welfare of Town citizens through land use regulations intended to control flooding, erosion, or sedimentation within the entire Town, as mandated by Articles 17(Title 7.8), 36 and 70 of the Environmental Conservation Law and any and all applicable laws, rules or regulations of the State of New York.

§ 285-2. Findings of Fact.

The Town of Southampton in 2003, obtained State Pollutant Discharge Elimination System (SPDES) permit number NYR20A454 from the New York State Department of Environmental Conservation (NYSDEC) in connection with the discharge of stormwater, as required pursuant to Environmental Conservation Law (ECL). The SPDES permit requires that the Town Board enact a local law that complies with federal and New York State guidelines for stormwater control, which addresses the following findings of fact as determined by the State and as accepted by the Town of Southampton:

- A. Land development, redevelopment, the building of roads and highways, other site improvement and construction activities may alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes and associated increases in site impervious cover thereby resulting in flooding and sediment transport and deposition into local water bodies;
- B. Stormwater runoff from developed areas may contribute significant quantities of waterborne pollutants to surface and groundwater sources, degrading water bodies, potentially affecting public and private water supplies, recreational uses, and impacting the viability of fish and other aquatic life;
- C. Clearing and grading during construction tends to increase soil erosion adding to loss of native vegetation necessary for terrestrial and aquatic habitat;
- D. Flooding conditions caused by the washing and deposition of eroded soil on adjacent properties and roadways can result in the pollution of bays, streams, lakes and ponds;
- E. The washing, blowing, and deposition of eroded soil across and upon roadways, can decrease visibility and reduce traction of vehicles;
- F. Sedimentation from erosion can clog culverts, fill drainage retention areas, pollute and silt bays, lakes, and ponds, thereby increasing the likelihood of flooding;
- G. Improper design, construction and implementation of stormwater and erosion control measures can lead to increased flooding, sediment transport and deposition, as well as overall degradation of water bodies;
- H. Impervious surfaces allow less water to percolate into the subsurface soil, thereby decreasing groundwater recharge and stream base flow;
- I. Impacts from stormwater runoff, soil erosion and nonpoint source pollution can be minimized through the control of stormwater runoff from land development activities;
- J. The regulation of stormwater runoff discharges from land development activities in order to control and minimize increases in stormwater runoff rates and volumes, soil

- erosion, and nonpoint source pollution associated with stormwater runoff is in the public interest and will minimize threats to public health and safety;
- K. The implementation of performance standards governing stormwater management and site design will result in development that is more compatible with the natural functions of a particular site or a larger watershed and tend to mitigate the adverse impacts due to erosion and sedimentation caused by development;
 - L. Economic consequences may result from adverse impacts on the waters of the Town.

§ 285-3. Purpose and intent.

The purpose of this chapter is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the residents of the Town of Southampton and to address the findings of fact and statutory authority in §285-2. This chapter seeks to meet those purposes by achieving the following objectives:

- A. Meet the requirements of minimum measures 4 and 5 of the New York SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-0-10-002, or as amended or revised.
- B. Require land development activities to conform to the substantive requirements of the New York SPDES General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-10-001, or as amended or revised.
- C. Control, restrict or prohibit activities which alter natural drainage systems, floodplains, and other natural protective features, including wetlands, which contribute to the accommodation of floodwaters and retention of sediment.
- D. Control, restrict or prohibit land use activities which increase nonpoint source pollution due to stormwater runoff which result in discharge onto public lands, neighboring properties or natural protective features which would degrade local water quality.
- E. Assure that land and water uses in the Town are designed and conducted using best-management practices to control flooding, stormwater runoff and discharge onto public lands, neighboring properties, or natural protective features.
- F. Promote the recharge of stormwater into the fresh water aquifer to protect the drinking water supply and minimize salt water intrusion.
- G. Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development and redevelopment to the maximum extent practicable.
- H. Protect the biological, ecological, and other beneficial functions of water bodies from the adverse impacts of stormwater runoff.
- I. Establish provisions for the long-term responsibility for and maintenance of stormwater control facilities and practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety.
- J. Establish provisions to ensure that there are adequate funding mechanisms, including financial security or surety, for the proper review, inspection and long-term

- maintenance of stormwater facilities and practices implemented pursuant to this chapter.
- K. Establish provisions for the Town to recover costs and expenses incurred by the Town for any repairs it makes to stormwater facilities and for implementation of management practices.
 - L. Establish administrative procedures for the submission, review, and approval of stormwater management plans and for the inspection of approved active development projects, and long-term oversight of the stormwater control facilities and practices.
 - M. Promote public awareness of the hazards involved in the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, grease, oil, petroleum products, hazardous waste, sediment and other pollutants into local watersheds and water bodies.

§ 285-4. Applicability.

- A. This chapter shall be applicable to all land development and redevelopment activities within the Town of Southampton that exceed any of the thresholds contained herein, unless exempt pursuant to §285-7. No person or other entity shall undertake any land development activity without first meeting the requirements of this chapter.
- B. Notwithstanding the foregoing, all stormwater management practices associated with land development activities that do not exceed the thresholds herein or are otherwise exempt from the requirements of this chapter shall be maintained in good working condition and kept in good repair by the landowner and any owner and/or operator of the stormwater management practices. The enforcement provisions, penalties and other provisions of §285-13 shall apply to any violations of this provision.
- C. The Town shall designate a Stormwater Management Officer (SMO) who shall review all stormwater pollution prevention plans (SWPPP). The SMO may:
 - 1) Review the SWPPP;
 - 2) Upon approval by the Southampton Town Board, engage the services of a Professional Engineer licensed by the State of New York to review the plans, specifications and related documents at a cost not to exceed a fee schedule established by said governing board; or
 - 3) Accept the certification of a Professional Engineer licensed by the State of New York that the plans conform to the requirements of this chapter and all relevant and applicable requirements.
- D. Notwithstanding the mechanism of review chosen, the SMO shall have the authority under this chapter to inspect the progress of land development and redevelopment activities subject to the provisions of this chapter with regard to conformance with the approved SWPPP. Should the project be found to be in noncompliance with the approved SWPPP, the SMO shall have the authority to halt construction activities until corrective measures are taken to bring the project into compliance.
- E. All land development or redevelopment activities subject to review and approval by

the Planning Board pursuant to the subdivision, site plan and/or special exception review regulations shall be reviewed subject to the standards contained in this chapter. No authorization to proceed with development activities shall occur until all permits and approvals have been obtained.

- F. All land development or redevelopment activities subject to review and approval by the Building Department pursuant to the building code shall be reviewed subject to the standards contained in this chapter. No authorization to proceed with development activities shall occur until all permits and approvals have been obtained.
- G. All land development activities subject to review as stated in this chapter shall be required to submit a SWPPP to the SMO, who shall review the SWPPP and grant approval if it complies with the requirements of this chapter.
- H. All land development or redevelopment activities meeting certain conditions contained in this Chapter shall obtain authorization under the SPDES General Permit for Stormwater Discharges from Construction Activity from the NYSDEC, prior to obtaining final Town approval and permits for the proposed land development or redevelopment activities.

§ 285-5. Definitions.

The terms used in this chapter or in documents prepared or reviewed under it, shall have the meaning, as set forth in this chapter.

AGRICULTURAL ACTIVITY - The activity of an active farm including grazing and watering livestock, irrigating crops, harvesting crops using land for growing agricultural products, and cutting timber for sale, but shall not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.

APPLICANT - A property owner or agent of a property owner who has filed an application for a land development or redevelopment activity.

CHANNEL - A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

CLEARING - Any activity that removes the vegetative surface cover or the existing developed surface cover.

DEDICATION - The deliberate appropriation of property by its owner for general public use.

DESIGN MANUAL - The New York State Stormwater Management Design Manual, in its most recent version (including applicable updates), which serves as the official guide for the design of stormwater management principles, methods and practices.

DEVELOPER - A person who undertakes land development or redevelopment activities.

EROSION CONTROL MANUAL - The New York State Standards and Specifications for Erosion and Sediment Controls, in its most recent version (including applicable updates), commonly known as "The "Blue Book".

FINAL STABILIZATION - Final stabilization occurs when all soil disturbance activities have ceased and a uniform, perennial vegetative cover with a density of 80% over the entire pervious surface has been established, or other equivalent stabilization measures, such as

permanent landscape mulches, or other materials, that have been applied on all disturbed areas that are not covered by permanent structures, concrete or pavement.

GRADING - Excavation or fill of material, including the resulting conditions thereof.

ILLCIT DISCHARGES - Any discharge that is not entirely composed of stormwater. Illicit discharges shall include, but are not limited to those sources as identified by §122.26(b) (2) of the Code of Federal Regulations, sanitary waste water, effluent from septic tanks, commercial car wash wastewater, petroleum products, antifreeze, and radiator flush liquid, laundry wastewater, spills from roadway accidents, household and motor vehicle chemicals, but does not include liquids discharged from fire-fighting activities.

IMPERVIOUS COVER - Those surfaces, improvements and structures that cannot effectively infiltrate rainfall, snow melt and water (e.g. building rooftops, pavement, sidewalks, driveways, etc.).

INFILTRATION - The process of percolating stormwater into the subsoil.

LAND DEVELOPMENT/REDEVELOPMENT ACTIVITY -Construction activity including clearing, grading, excavating, soil disturbance, or placement of fill that results in land disturbance of equal to or greater than one acre, or activities disturbing less than one acre of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development or redevelopment activities may take place on different schedules.

LANDOWNER - The legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.

MAINTENANCE AGREEMENT - A legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

NONPOINT SOURCE POLLUTION - Pollution from any source other than from any discernable, confined, and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

NOI - Notice of Intent.

NOT - Notice of Termination.

NYSDEC - The New York State Department of Environmental Conservation.

OWNER OR OPERATOR - The person, persons or legal entity which owns or leases the property on which the construction activity is occurring; and/or an entity that has operational control over the construction plans and specifications, including the ability to make modifications to the plans and specifications.

PHASING - Clearing of a parcel of land in distinct pieces or parts, with the stabilization of each piece completed before the clearing of the next.

POLLUTANT OF CONCERN - Sediment or a water quality measurement that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment to any water body that will receive a discharge from the land development activity.

PROJECT - Land development or redevelopment activity.

QUALIFIED INSPECTOR- ~~A person that is knowledgeable in the principles and practices of erosion and sediment control, such as a licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, or other individual endorsed by the NYSDEC or an employee of a Qualified Inspector who is working under that person's direct supervision who possesses the requisite training in the principles of erosion and sediment control.~~

A person that is knowledgeable in the principles and practices of erosion and sediment control, such as a licensed Professional Engineer, Certified Professional in Erosion and Sediment Control (CPESC), Registered Landscape Architect, or other individual endorsed by the NYSDEC. A Qualified Inspector can also be a person working under the direct supervision of, and at the same company as, the licensed Professional Engineer or Registered Landscape Architect, provided that person has training in the principles and practices of erosion and sediment control. Training in the principles and practices of erosion and sediment control means that the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect has received four (4) hours of NYSDEC endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other NYSDEC endorsed entity. After receiving the initial training, the individual working under the direct supervision of the licensed Professional Engineer or Registered Landscape Architect shall receive four (4) hours of training every three (3) years. Note: Inspections of any post-construction stormwater management practices that include structural components, such as a dam for an impoundment, shall be performed by a licensed Professional Engineer.

QUALIFIED PROFESSIONAL - A person that is knowledgeable in the principles and practices of stormwater management and treatment, such as a licensed Professional Engineer, Registered Landscape Architect or other individual endorsed by the NYSDEC. Individuals preparing SWPPPs that require the post-construction stormwater management practice component must have understanding of the principles of hydrology, water quality management practice design, water quantity control design, and, in many cases, the principles of hydraulics in order to prepare a SWPPP that conforms to the NYSDEC's technical standard. All components of the SWPPP that involve the practice of engineering as defined by New York State Education Law Article 145 shall be prepared by or under the direct supervision of a professional engineer licensed to practice in the State of New York.

RECHARGE - The replenishment of underground water reserves.

SEDIMENT CONTROL - Measures that prevent eroded sediment from leaving the site.

SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY - A permit issued by the NYSDEC to developers of construction activities to regulate the disturbance of land under GP-0-10-001, or as amended or revised.

SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s) - A permit issued by the NYSDEC to regulate discharges from municipal separate storm sewer systems for compliance with EPA established water quality standards, and/or to specify stormwater control standards under Permit No. GP-0-10-002, or as amended or revised.

STABILIZATION - The use of practices that prevent exposed soil from eroding.

STOP-WORK ORDER - An order issued which requires that all construction activity on a site be stopped.

STORMWATER - Rainwater, surface runoff, snowmelt, and drainage.

STORMWATER HOTSPOT - A land use or activity that generates higher concentrations of hydrocarbons, trace metals or toxicants than are found in typical stormwater runoff, based on monitoring studies.

STORMWATER MANAGEMENT -The use of structural or nonstructural practices that are designed to reduce stormwater runoff and mitigate its adverse impacts on property, natural resources and the environment. .

STORMWATER MANAGEMENT FACILITY - One or a series of stormwater management practices for the purpose of controlling stormwater runoff.

STORMWATER MANAGEMENT OFFICER (SMO) - An employee or officer designated by the Town to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.

STORMWATER MANAGEMENT PRACTICES - Measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing flood damage and preventing or reducing point source or nonpoint source pollution inputs to stormwater runoff and water bodies.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) - A plan for controlling stormwater runoff and pollutants from a site during and after construction activities.

STORMWATER RUNOFF - Flow on the surface of the ground resulting from precipitation.

STRIPPING - Any activity which removes the vegetative surface cover, including tree removal, clearing and storage and removal of topsoil. (See: Clearing)

SURFACE WATERS OF THE STATE OF NEW YORK - Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial seas of the State of New York, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those waters that do not combine or effect a junction with natural surface or underground waters), which are wholly within or bordering the state or within its jurisdiction. Storm sewers and waste treatment systems including treatment ponds or lagoons which also meet the criteria of this definition are not waters of the state. This exclusion applies only to man-made bodies of water which neither were originally created in waters of the state (such as a disposal area in wetlands)nor resulted from impoundment of waters of the state.

TOTAL MAXIMUM DAILY LOAD (TMDL) - The maximum amount of a pollutant allowed to be released into a water body so as not to impair uses of the water, allocated among the sources of the pollution.

TOWN - The Town of Southampton.

TOWN CODE - The Code of the Town of Southampton.

TRAINED CONTRACTOR - An employee from the contracting or construction company identified in the SWPPP that has received four (4) hours of NYSDEC endorsed training in proper erosion and sediment control principles from a Soil and Water Conservation District, or other NYSDEC endorsed entity. After receiving the initial training, the Trained Contractor shall be required to complete all required continuing education in order to maintain the designation. It may also be an employee identified in the SWPPP who satisfies the

requirements of a Qualified Inspector. The Trained Contractor shall be responsible for the day to day implementation of the SWPPP.

WATERCOURSE - A permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water (see also "waterway").

WATERWAY - A channel that directs surface runoff to a watercourse or to the public storm drain.

WETLAND - An area more particularly defined under §325-3 of the Town Code that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as "hydrophytic vegetation".

§285-6. Administration.

- A. The Planning Department will receive all SWPPPs for land development or redevelopment activities that are subject to review and approval by the Planning Board. The Building Department will receive all SWPPPs for land development or redevelopment activities that are subject to review and approval by the Building Department. All SWPPPs shall be forwarded to the SMO for review. The SMO will determine whether the SWPPP complies with the requirements of this chapter.
- B. Nothing in this chapter supersedes an applicant's obligation to obtain permit coverage from the NYSDEC, as described in the SPDES General Permit for Stormwater Discharges from Construction Activity.

§285-7. Exemptions.

The following land disturbing activities shall be exempt from the provisions of this chapter:

- A. Agricultural activity as defined in this chapter.
- B. Land development or redevelopment activities for which a building permit has been issued on or before the effective date of this chapter.
- C. Routine property maintenance activities that are performed to maintain the original line and grade, hydraulic capacity or original purpose of a lawfully existing site or facility and that will not impact adjacent properties.
- D. Repairs to any stormwater management system or facility that is otherwise in compliance with the provisions of this chapter and deemed necessary by the Town.
- E. Alteration of a structure provided that such alteration does not increase land coverage or potentially impact adjacent properties or municipal stormwater systems.
- F. Cemetery graves.
- G. Installation of fences, signs, telephone poles, electric poles or other utility poles, mailbox and newspaper box posts, other kinds of posts or poles.
- H. Activities of an individual engaging in home gardening by growing flowers, vegetables and other plants primarily for use by that person and his or her family.
- I. Routine landscaping and horticultural maintenance activities in connection with an existing structure.
- J. Emergency activity immediately necessary to protect life, property or natural resources as authorized by the SMO or as an emergency condition may dictate. Any

emergency activity not authorized by the SMO shall be reported to the SMO as soon as practicable, so that an evaluation may be made and necessary further action may be taken in conformity with the requirements of this chapter.

§ 285-8. Performance and design criteria.

All land development or redevelopment activities shall be subject to the following performance and design criteria:

- A. Technical standards. For the purpose of this chapter, the following documents shall serve as the official guides and specification for stormwater management:

The New York State Stormwater Management Design Manual, hereafter referred to as the "Design Manual", in its most recent version (including applicable updates), which serves as the official guide for the design of stormwater management principles, methods and practices.

The New York State Standards and Specifications for Erosion and Sediment Controls, hereafter referred to as the "Erosion Control Manual", in its most recent version (including applicable updates), also commonly known as The Blue Book.

Stormwater management practices that are designed and constructed in accordance with these technical documents shall be presumed to meet the standards imposed by this chapter.

§285-9. Stormwater Pollution Prevention Plan (SWPPP).

A. General SWPPP Requirements

1. No application for approval of a land development or redevelopment activity shall be approved until the SMO has received, reviewed, and accepted a SWPPP prepared in accordance with the specifications in this chapter.
2. The SWPPP and the NOI shall be submitted to the Town for review and acceptance. Upon acceptance by the Town, the applicant shall submit the NOI to the NYSDEC. A copy of the NOI Acknowledgement Letter from the NYSDEC must be submitted to the Engineering Division prior to the signature of plans by the Planning Board or the issuance of a building permit by the Building Department.
3. The SWPPP shall describe the erosion and sediment control practices and where required, post-construction stormwater practices that will be used and/or constructed to reduce the pollutants in stormwater discharges and to assure compliance with the terms and conditions of this permit. In addition, the SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges.
4. All SWPPPs that require the post-construction stormwater management practice component shall be prepared by a Qualified Professional that is knowledgeable in the principles and practices of stormwater management and

treatment.

5. The owner or operator must keep the SWPPP current so that it at all times accurately documents the erosion and sediment control practices that are being used or will be used during construction and all post-construction stormwater management practices that will be constructed on the site. At a minimum, owner or operator shall amend the SWPPP:
 - a. whenever the current provisions prove to be ineffective in minimizing pollutants in stormwater discharges from the site;
 - b. whenever this is a change in design, construction, or operation of the
 - c. site that has or could have an effect on the discharge of pollutants; and to address issues or deficiencies identified during an inspection by the Qualified Inspector, the NYSDEC or any other regulatory authority or agency.
6. The Town or NYSDEC may notify the owner or operator at any time that the SWPPP does not meet one or more of the minimum requirements of the SPDES General Permit for Stormwater Discharges from Construction Activity. The notification shall be in writing and identify the provisions of the SWPPP that require modification. Within fourteen (14) calendar days of such notification, or as otherwise indicated by the Town or NYSDEC, the owner or operator shall make the required changes to the SWPPP and submit written notification to the Town and NYSDEC that changes have been made. If the owner or operator does not respond to the Town or NYSDEC's comments in the specified time frame, the NYSDEC may suspend the owner's or operator's coverage under this permit.
7. Prior to the commencement of construction activity, the owner or operator must identify the contractor(s) and subcontractor(s) that will be responsible for installing, constructing, repairing, replacing, inspecting, and maintaining the erosion and sediment control practices included in the SWPPP; and the contractor(s) and subcontractor(s) that will be responsible for constructing the post-construction stormwater management practices included in the SWPPP. The owner or operator shall have each of the contractors and subcontractors identify at least one person from their company that will be responsible for implementation of the SWPPP. This person shall be known as the Trained Contractor. The owner or operator shall ensure that at least one Trained Contractor is on site on a daily basis when soil disturbance activities are being performed. The owner or operator shall have each of the contractors and subcontractors identified above sign a copy of the following certification statement below before they commence any construction activity:

"I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the Qualified Inspector during a site inspection. I also understand that the owner or operator must comply with

the terms and conditions of the most current version of the New York State Pollutant Discharges Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect, or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings."

In addition to providing the certification statement above, the certification page must also identify the specific elements of the SWPPP that each contractor and subcontractor will be responsible for and include the name and title of the person providing the signature; the name and title of the Trained Contractor responsible for SWPPP implementation; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site and the date the certification statement is signed. The owner or operator shall attach the certification statement(s) to the copy of the SWPPP that is maintained at the construction site. If new or additional contractors are hired to implement measures identified in the SWPPP after construction has commenced, they must also sign the certification statement and provide the information listed above.

8. For projects where the NYSDEC requests a copy of the SWPPP or inspection reports, the owner or operator shall submit the documents in both electronic (PDF only) and paper format within five (5) business days, unless otherwise notified by the NYSDEC.
9. The SWPPP must include documentation supporting the determination of permit eligibility with regard to construction activities that adversely affect property that is listed or is eligible for listing on the State or National Registry of Historic Places, including archaeological sites. At a minimum, the supporting documentation shall include the following:
 - a. Information on whether the stormwater discharge or construction activities would have an effect on a property (historic or archaeological resource) that is listed or eligible for listing on the State or National Register of Historic Places.
 - b. Results of historic resources screening determinations conducted. Information regarding the location of historic places listed, or eligible for listing on the State or National Registers of Historic Places and areas of archaeological sensitivity that may indicate the need for a survey can be obtained from the New York State Office of Parks, Recreation and Historic Places (OPRHP).
 - c. A description of measures necessary to avoid or minimize adverse impacts on places listed, or eligible for listing on the State or National Register of Historic Places. If the owner or operator fails to describe

and implement such measures, the stormwater discharge is ineligible for coverage under this permit; and

- d. Where adverse effects may occur, any written agreements in place with OPRHP or other governmental agency to mitigate those effects, or local land use approvals evidencing the same.

B. Required SWPPP Contents

1. All SWPPPs prepared pursuant to this permit shall include erosion and sediment control practices designed in conformance with the most current version of the Erosion Control Manual. Where erosion and sediment control practices are not designed in conformance with this technical standard, the owner or operator must demonstrate equivalence to the technical standard. At a minimum, the erosion and sediment control component of the SWPPP shall include the following:
 - a. Background information about the scope of the project, including the location, type and size of the project;
 - b. A site map/construction drawing(s) for the project, including a general location map. At a minimum, the site map shall show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent off-site surface water(s), wetlands, and drainage patterns that could be affected by the construction activity; existing and final slopes; locations of different soil types with boundaries; material, waste, borrow or equipment storage areas located on adjacent properties; and location(s) of the stormwater discharge(s);
 - c. A description of the soil(s) present at the site including an identification of the Hydrologic Soil Group (HSG);
 - d. A construction phasing plan and sequence of operations describing the intended order of construction activities, including clearing and grubbing, excavation and grading utility and infrastructure installation and any other activity at the site that results in soil disturbance;
 - e. A description of the minimum erosion and sediment control practices to be installed or implemented for each construction activity that will result in soil disturbance. Include a schedule that identifies the timing of initial placement or implementation of each erosion and sediment control practice and the minimum time frames that each practice should remain in place or be implemented;
 - f. A temporary and permanent soil stabilization plan that meets the requirements of the most current version of the Erosion Control Manual, for each stage of the project, including initial land clearing and grubbing to the project completion and achievement of final stabilization.

- g. A site map/construction drawing(s) showing the specific location(s), size(s), and length(s) of each erosion and sediment control practice;
 - h. The dimensions, material specifications, installation details, operation and maintenance requirements for all erosion and sediment control practices. Include the location and sizing of any temporary sediment basins and structural practices that will be used to divert flows from exposed soils;
 - i. A maintenance inspection schedule for the contractor(s) identified in §285-9(A)(7) to ensure continuous and effective operation of the erosion and sediment control practices. The maintenance inspection schedule shall be in accordance with the requirements in the most current version of the Erosion Control Manual;
 - j. A description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in the stormwater discharges;
 - k. Identification of any elements of the design that are not in conformance with the requirements in the most current version of the Erosion Control Manual. Include the reason for the deviation or alternative design and provide information which demonstrates that the deviation or alternative design is equivalent to the technical standards.
2. ~~All construction projects identified in Table 2 of Appendix A as needing post-construction stormwater management practices shall prepare a SWPPP that includes practices designed in conformance with the most current version of the Design Manual. All SWPPPs prepared for construction projects identified in Table 2 of Appendix A must include post-construction stormwater management practices designed in conformance with the most current version of the Design Manual.~~ Where post-construction stormwater management practices are not designed in conformance with this technical standard, the owner or operator must demonstrate equivalence to the technical standard. At a minimum, the post-construction stormwater management practice component of the SWPPP shall include the following:
- a. Identification of all post-construction stormwater management practices to be constructed as part of the project;
 - b. A site map/construction drawing(s) showing the specific location and size of each post-construction stormwater management practice;
 - c. The dimensions, materials specifications and installation details for each post-construction stormwater management practice;
 - d. Identification of any elements of the design that are not in conformance with the Design Manual. Include the reason for the

deviation or alternative design and provide information which demonstrates that the deviation or alternative design is equivalent to the technical standards;

- e. A hydrologic and hydraulic analysis for all structural components of the stormwater management control system;
- f. A detailed summary (including calculations) of the sizing criteria that was used to design all post-construction stormwater management practices. At a minimum, the summary shall address the required design criteria from the applicable chapter of the Design Manual; including the identification of and justification for any deviations from the Design Manual and identification of any design criteria that are not required based on the design criteria or waiver criteria included in the Design Manual; and
- g. An operations and maintenance plan that includes inspection and maintenance schedules and actions to ensure continuous and effective operation of each post-construction stormwater management practice. The plan shall identify the entity that will be responsible for the long term operation and maintenance of each practice.

§285-10. Inspection and Maintenance Requirements.

A. General Construction Site Inspection and Maintenance Requirements.

1. The owner or operator must ensure that all erosion and sediment control practices and all post-construction stormwater management practices identified in the SWPPP are maintained in effective operating condition at all times.
2. The terms of this permit shall not be construed to prohibit the State of New York from exercising any authority pursuant to the ECL of the State of New York, common law or federal law, or prohibit New York State from taking any measures, whether civil or criminal, to prevent violations of the laws of the State of New York, or protect the public health and safety and/or the environment.

B. Owner or Operator Maintenance Inspection Requirements

1. The owner or operator shall inspect, in accordance with the requirements in the most current version of the Erosion Control Manual, the erosion and sediment controls identified in the SWPPP to ensure that they are being maintained in effective operating condition at all times.
2. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and temporary stabilization measures have been applied to all disturbed areas, the owner or operator can ~~stop~~ conducting the maintenance inspections reduce the frequency of inspections to a minimum of once every thirty (30) days. The owner or operator shall

notify the Town and NYSDEC in writing prior to reducing the frequency of inspections. The owner or operator shall begin conducting the maintenance inspections in accordance with §285-10 (B)(1) as soon as soil disturbance activities resume.

3. For construction sites where soil disturbance activities have been shut down with partial project completion, the owner or operator can stop conducting the maintenance inspections if all areas disturbed as of the project shutdown date have achieved final stabilization and all post construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. The owner or operator shall notify the Town and NYSDEC, in writing, prior to the shutdown. If soil disturbance activities are not resumed within two (2) years from the date of the shutdown, the owner or operator shall have the Qualified Inspector perform a final inspection and certify that all disturbed areas have achieved final stabilization, and all temporary, structural erosion and sediment control measures have been removed; and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the "Final Stabilization" and "Post-Construction Stormwater Management Practice(s)" certification statements on the NOT. The owner or operator shall then submit the completed NOT form to the address shown on the NOT form and provide a copy to the Town.

C. Qualified Inspector Inspection Requirements

[Note: The Trained Contractor identified in §285-9 (A)(7) cannot conduct the Qualified Inspector site inspections unless he also meets the Qualified Inspector qualifications, as defined in §285-5.]

1. A Qualified Inspector shall conduct site inspections for all construction activities identified in Table 1 and 2 of Appendix A.
2. Unless otherwise notified by the Town or NYSDEC, the qualified inspector shall conduct site inspections in accordance with the following timetable:
 - a. For construction sites where soil disturbance activities are on-going, the Qualified Inspector shall conduct a site inspection at least once every seven (7) calendar days.
 - b. For construction sites where soil disturbance activities are on-going and the owner or operator has received authorization in accordance with the SPDES General Permit for Stormwater Discharges from Construction Activity to disturb greater than five (5) acres of soil at any one time, the Qualified Inspector shall conduct at least two (2) site inspections every seven (7) calendar days. The two (2) inspections shall be separated by a minimum of two (2) full calendar days.
 - c. For construction sites where soil disturbance activities have been temporarily suspended (e.g. winter shutdown) and temporary stabilization

measures have been applied to all disturbed areas, the Qualified Inspector shall conduct a site inspection at least once every thirty (30) days. ~~The owner or operator shall notify the Town and NYSDEC in writing prior to reducing the frequency of inspections.~~

- d. For construction sites where soil disturbance activities have been shut down with partial project completion, the Qualified Inspector can stop conducting inspections if all areas disturbed as of the project shutdown date have achieved final stabilization and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational. ~~The owner or operator shall notify the Town and NYSDEC, in writing, prior to the shutdown. If soil disturbance activities are not resumed within two (2) years from the date of the shutdown, the owner or operator shall have the Qualified Inspector perform a final inspection and certify that all disturbed areas have achieved final stabilization, and all temporary, structural erosion and sediment control measures have been removed; and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP by signing the "Final Stabilization" and "Post-Construction Stormwater Management Practice(s)" certification statements on the NOT. The owner or operator shall then submit the completed NOT form to the address shown on the NOT form and provide a copy to the Town.~~
3. At a minimum, the Qualified Inspector shall inspect all erosion and sediment control practices to ensure integrity and effectiveness, all post-construction stormwater management practices under construction to ensure that they are constructed in conformance with the SWPPP, and all areas of disturbance that have not achieved final stabilization, all points of discharge to natural surface waterbodies located within, or immediately adjacent to the property boundaries of the construction site, and all points of discharge from the construction site.
 4. The Qualified Inspector shall prepare an inspection report subsequent to each and every inspection. At a minimum, the inspection report shall include and/or address the following:
 - a. Date and time of inspection;
 - b. Name and title of person(s) performing inspection;
 - c. A description of the weather and soil conditions (e.g. dry, wet, saturated) at the time of the inspection;
 - d. A description of the condition of the runoff at all points of discharge from the construction site. This shall include identification of any discharges of sediment from the construction site. Include discharges from conveyance systems (i.e. pipes, culverts, ditches, etc.) and overland flow;

- e. A description of the condition of all natural surface waterbodies located within, or immediately adjacent to, property boundaries of the construction site which receive runoff from disturbed areas. This shall include identification of any discharges of sediment to the surface waterbody;
 - f. Identification of all erosion and sediment control practices that need repair or maintenance;
 - g. Identification of all erosion and sediment control practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced;
 - h. Description and sketch of areas that are disturbed at the time of the inspection and areas that have been stabilized (temporary and/or final) since the last inspection;
 - i. Current phase of construction of all post-construction stormwater management practices and identification of all construction that is not in conformance with the SWPPP and technical standards;
 - j. Corrective action(s) that must be taken to install, repair, replace or maintain erosion and sediment control practices, and to correct deficiencies identified with the construction of the post-construction stormwater management practice(s); and
 - k. Digital photographs, date stamp, that clearly show the condition of all practices that have been identified as needing corrective actions. The Qualified Inspector shall attach paper color copies of the digital photographs to the inspection report being maintained on site within seven (7) calendar days of the date of the inspection. The Qualified Inspector shall also take digital photographs, with the date stamp, that clearly show that condition of the practice(s) after the corrective action has been completed. The Qualified Inspector shall attach paper color copies of the digital photographs to the inspection report that documents the completion of the corrective action work within seven (7) calendar days of that inspection.
5. Within one business day of the completion of an inspection, the Qualified Inspector shall notify the owner or operator and appropriate contractor or subcontractor identified in §285-9(A)(7) of any corrective actions that need to be taken. The contractor or subcontractor shall begin implementing the corrective actions within one business day of this notification and shall complete the corrective actions within a reasonable time frame.
6. All inspection reports shall be signed by the Qualified Inspector. Pursuant to SPDES General Permit for Stormwater Discharges from Construction Activity conditions, the inspection reports shall be maintained on site with the SWPPP.

§285-11. Termination of Permit Coverage.

A. Termination of Permit Coverage

1. An owner or operator that is eligible to terminate coverage under the SPDES General Permit for Stormwater Discharges from Construction Activity must submit a completed NOT form to the address shown on the form and provide a copy to the Town. The NOT form shall be one which is associated with the SPDES General Permit for Stormwater Discharges from Construction Activity and shall be signed in accordance with Part VII.H of the permit.
2. An owner or operator may terminate coverage when one or more of the following conditions have been met:
 - a. Total project completion. All construction activity identified in the SWPPP has been completed; all areas of disturbance have achieved final stabilization and all temporary structural erosion and sediment control measures have been removed, and all post-construction stormwater management practices have been constructed in conformance with the SWPPP and are operational;
 - b. Planned shutdown with partial project completion. All soil disturbance activities have ceased, all areas disturbed as of the project shutdown date have achieved final stabilization, all temporary structural erosion and sediment control measures have been removed and all post-construction stormwater management practices required for the completed portion of the project have been constructed in conformance with the SWPPP and are operational;
 - c. A new owner or operator has obtained coverage under the SPDES General Permit for Stormwater Discharges from Construction Activity in accordance with Part II.E of the permit.
3. For construction activities meeting the conditions of §285-11.A2a or §285-11.A2b, the owner or operator shall have the Qualified Inspector perform a final inspection prior to submitting the NOT. The Qualified Inspector, by signing the "Final Stabilization" and "Post-Construction Stormwater Management Practice(s)" certification statements on the NOT shall certify that all disturbed areas have achieved final stabilization, that all temporary structural erosion and sediment control measures have been removed, and that all post-construction stormwater management practices have been constructed in conformance with the SWPPP.
4. ~~For construction activities that are subject to the requirements of a regulated traditional land use control MS4 and meet the conditions of §285-11.A2a or §285-11.A2b, the owner or operator shall also have the MS4 sign the "MS4 Acceptance" statement on the NOT. The owner or operator shall have the principal executive officer, ranking elected official, or duly authorized representative from the regulated traditional land use control MS4 sign the "MS4 Acceptance" statement. The MS4 official, by signing this statement, has~~

~~determined that it is acceptable for the owner or operator to submit the NOT in accordance with the requirements of this subsection. For construction activities that are subject to the requirements of a regulated traditional land use control MS4 and meet the conditions of §285-11.A2a or §285-11.A2b, the owner or operator shall also have the SMO sign the "MS4 Acceptance" statement on the NOT. The SMO, by signing this statement, has determined that it is acceptable for the owner or operator to submit the NOT in accordance with the requirements of this subsection.~~

5. For construction activities that require post-construction stormwater management practices and meet the conditions of §285-11.A2a, the owner or operator must, prior to submitting the NOT, ensure at least one of the following:
 - a. The post construction stormwater management practice(s) and any right-of-way(s) needed to maintain such practice(s) have been deeded to the municipality in which the practice is located;
 - b. An executed maintenance agreement is in place with the municipality that will maintain the post-construction stormwater management practice(s);
 - c. For post-construction stormwater management practices that are privately owned, the owner or operator has modified their deed of record to include a deed covenant that requires operation and maintenance of the practice(s), in accordance with the operational and maintenance plan; or
 - d. For post-construction stormwater management practices that are owned by a public or private institution (e.g. school, college, university), government agency or authority, the owner or operator has policies and procedures in place that ensures operation and maintenance of the practices in accordance with the operation and maintenance plan.

§285-12. Performance guarantee; maintenance guarantee; recordkeeping.

- A. Construction completion guarantee. In order to ensure the full and faithful completion of all land development activities related to compliance with all conditions set forth by the Town in its approval of the stormwater pollution prevention plan, the Town may require the applicant or developer to provide, prior to construction, a performance bond, cash escrow, or irrevocable letter of credit from the appropriate financial or surety institution which guarantees satisfactory completion of the project and names the Town as the beneficiary, in the form set forth in §292-26 of the Town Code. The security shall be in an amount to be determined by the Town based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee shall remain in force until the surety is released from liability by the Town, provided that such period shall not be less than one year from the date of final acceptance of such other certification that the facility or facilities have been constructed in accordance with the approved plans and specifications and that a one-

year inspection has been conducted and the facilities have been found to be acceptable to the Town. Per annum interest on cash escrow deposits shall be reinvested in the account until the surety is released from liability.

- B. Maintenance guarantee. Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required to provide the Town with an irrevocable letter of credit from an approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion control facilities, both during and after construction, and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the Town may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs.
- C. Recordkeeping. Entities subject to this chapter shall be required to maintain records demonstrating compliance with this chapter.

§285-13. Enforcement; penalties for offenses.

- A. Notice of violation. When the Town determines that a land development or redevelopment activity is not being carried out in accordance with the requirements of this chapter, it may issue a written notice of violation to the landowner. The notice of violation shall contain:
 - (1) The name and address of the landowner, developer or applicant;
 - (2) The address, when available, or a description of the building, structure or land upon which the violation is occurring;
 - (3) A statement specifying the nature of the violation;
 - (4) A description of the remedial measures necessary to bring the land development or redevelopment activity into compliance with this chapter and a time schedule for the completion of such remedial action;
 - (5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed;
 - (6) A statement that the determination of violation may be appealed to the Town by filing a written notice of appeal within 15 days of service of notice of violation.
- B. Stop-work orders. The Town may issue a stop-work order for violations of this chapter. Persons receiving a stop-work order shall be required to halt all land development or redevelopment activities, except those activities that address the violations leading to the stop-work order. The stop-work order shall be in effect until the Town confirms that the land development or redevelopment activity is in compliance and the violation has been satisfactorily addressed. Failure to address a

stop-work order in a timely manner may result in civil, criminal or monetary penalties in accordance with the enforcement measures authorized in this chapter.

- C. Violations. Any land development or redevelopment activity that is commenced or is conducted contrary to this chapter, may be restrained by injunction or otherwise abated in a manner provided by law.
- D. Criminal penalties. In addition to or as in alternative to any penalty provided herein or by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine not exceeding \$1,000 or imprisonment for a period not to exceed six month, or both for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$1,000 nor more than \$2,500 or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$2,500 nor more than \$5,000 or imprisonment for a period not to exceed six months, or both. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed unclassified misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each day's continued violation shall constitute a separate additional violation.
- E. Appeal of notice of violation. Any person receiving a notice of violation may appeal within 15 calendar days of its issuance. The Town shall hear the appeal within 30 days after the filing of the appeal, and within five days of making his/her decision, issue a decision by certified mail to the discharger. The Town may conduct the hearing and take evidence.
- F. Corrective measures after appeal.
 - (1) If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within five business days of the decision of the Town, then the Town shall request the owner's permission for access to the subject private property to take any and all measures reasonably necessary to abate the violation and/or restore the property.
 - (2) If refused access to the subject private property, the Town may seek a warrant in a court of competent jurisdiction to be authorized to enter upon the property to determine whether a violation has occurred. Upon determination that a violation has occurred, the Town may seek a court order to take any and all measures reasonably necessary to abate the violation and/or restore the property. The cost of implementing and maintaining such measures shall be the sole responsibility of the property owner.
- G. Injunctive relief. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions of this Code, the Town Attorney may upon receipt of a permissive resolution from the Town Board petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

- H. Withholding of certificate of occupancy. If any building or land development or redevelopment activity is installed or conducted in violation of this chapter, the Town may prevent the occupancy of said building or land.
- I. Restoration of lands. Any violator may be required to restore land or its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town may take necessary correction action, the cost of which shall become a lien upon the property until paid.
- J. Civil penalties. In addition to the criminal penalties set forth herein, the Town Attorney may upon permission of the Town Board pursue any and all actions in law or in equity the Town Attorney may deem necessary, and proper before any court of competent jurisdiction to compel compliance with this chapter. The Town Attorney may seek monetary damages in the sum of \$1000 for each day or part thereof that the violations exist, and each 15 day period shall constitute a separate cause of action. All civil penalties shall be mandatory penalties and must be imposed upon a judgment in favor of the Town. If said penalty is not paid to the Town of Southampton within 10 days of a judgment, a civil judgment shall be entered against the property and the owner of the property, and said judgment may be collectible by a tax assessment against the property on which said violation occurred. Any civil penalty imposed shall be in addition to any fine and/or sentence of imprisonment imposed as a result of criminal prosecution provided for in the Code of the Town of Southampton, or any State or local law, and the decision of the Town of Southampton to pursue or forego a particular remedy at law or equity, civil or criminal, shall not be construed as an election of remedies.

§285-14. Fees for services.

The Town may require any person undertaking land development or redevelopment activities regulated by this chapter to pay reasonable costs at prevailing rates for review of SWPPPs, inspections, or SMP maintenance performed by the Town or performed by a third party at the direction of the Town.

APPENDIX A**Required SWPPP Components by Project Type****Table 1****CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT ONLY INCLUDES EROSION AND SEDIMENT CONTROLS**

The following construction activities that involve soil disturbances of one (1) or more acres of land, but less than five (5) acres:

- Single family home
- Single family residential subdivisions with 25% or less impervious cover at total site build-out
- Construction of a barn or other agricultural building, silo, stock yard or pen.

The following construction activities that involve soil disturbances of one (1) or more acres of land:

- Installation of underground, linear utilities; such as gas lines, fiber-optic cable, cable TV, electric, telephone, sewer mains, and water mains
- Environmental enhancement projects, such as wetland mitigation projects, stormwater retrofits and stream restoration projects
- Bike paths and trails
- Sidewalk construction projects that are not part of a road/ highway construction or reconstruction project
- Slope stabilization projects
- Slope flattening that changes the grade of the site, but does not significantly change the runoff characteristics
- Spoil areas that will be covered with vegetation
- Land clearing and grading for the purposes of creating vegetated open space (i.e. recreational parks, lawns, meadows, fields), excluding projects that *alter hydrology from pre to post development* conditions
- Athletic fields (natural grass) that do not include the construction or reconstruction of *impervious area* and do not *alter hydrology from pre to post development* conditions
- Demolition project where vegetation will be established and no redevelopment is planned
- Overhead electric transmission line project that does not include the construction of permanent access roads or parking areas surfaced with *impervious cover*
- Structural practices as identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State", excluding

projects that involve soil disturbances of less than five acres and construction activities that include the construction or reconstruction of impervious area

Table 2

CONSTRUCTION ACTIVITIES THAT REQUIRE THE PREPARATION OF A SWPPP THAT INCLUDES POST-CONSTRUCTION STORMWATER MANAGEMENT PRACTICES

The following construction activities that involve soil disturbances of one (1) or more acres of land:

- Single family residential subdivisions that involve soil disturbances of between one (1) and five (5) acres of land with greater than 25% impervious cover at total site build-out
- Single family residential subdivisions that involve soil disturbances of five (5) or more acres of land, and single family residential subdivisions that involve soil disturbances of less than five (5) acres that are part of a larger common plan of development or sale that will ultimately disturb five or more acres of land
- Multi-family residential developments; includes townhomes, condominiums, senior housing complexes, apartment complexes, and mobile home parks
- Airports
- Amusement parks
- Campgrounds
- Cemeteries that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Commercial developments
- Churches and other places of worship
- Construction of a barn or other agricultural building(e.g. silo) and structural practices as identified in Table II in the "Agricultural Management Practices Catalog for Nonpoint Source Pollution in New York State" that include the construction or reconstruction of *impervious area*, excluding projects that involve soil disturbances of less than five acres.
- Golf course
- Institutional, includes hospitals, prisons, schools and colleges
- Industrial facilities, includes industrial parks
- Landfills
- Municipal facilities; includes highway garages, transfer stations, office buildings, POTW's and water treatment plants
- Office complexes
- Sports complexes
- Racetracks, includes racetracks with earthen (dirt) surface
- Road construction or reconstruction

- Parking lot construction or reconstruction
- Athletic fields (natural grass) that include the construction or reconstruction of impervious area (>5% of disturbed area) or *alter the hydrology from pre to post development* conditions
- Athletic fields with artificial turf
- Permanent access roads, parking areas, substations, compressor stations and well drilling pads, surfaced with *impervious cover*, and constructed as part of an over-head electric transmission line project, wind-power project, cell tower project, oil or gas well drilling project or other linear utility project
- All other construction activities that include the construction or reconstruction of *impervious area* and *alter the hydrology from pre to post development* conditions, and are not listed in Table 1

SECTION 3. Authority.

The Town Board may adopt local laws to protect the health, safety and welfare of its residents pursuant to the New York State Constitution and Municipal Home Rule Law.

SECTION 4. Severability.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provisions so adjudged to be invalid or unconstitutional.

SECTION 5. Effective Date.

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law and

be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE that, after public hearings were held by the Town Board of the Town of Southampton on October 26, November 9 and November 30, 2010, the Town Board, at their meeting of November 30, 2010, adopted LOCAL LAW NO. 41 OF 2010 as follows: "A LOCAL LAW creating a new Chapter 285 (Stormwater) of the Code of the Town of Southampton."

Copies of the law, sponsored by Councilwoman Graboski are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Nancy Graboski, Councilwoman
SECONDER:	Anna Throne-Holst, Supervisor
AYES:	Throne-Holst, Malone, Graboski, Fleming, Nuzzi



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 04/22/14 06:00 PM
Department: Town Attorney
Category: Local Laws
Prepared By: Carl Benincasa
Initiator: Tiffany Scarlato
Sponsors: Councilman Bradley Bender
DOC ID: 20174

ADOPTED

TOWN BOARD RESOLUTION 2014-550

**Resolution of Adoption to Enact Town Code Chapter 159
(Hydraulic Fracturing) Prohibiting the Sale, Application and
Disposal of Waste Associated with Natural Gas Exploration
and Extraction Activities**

WHEREAS, the Town Board is considering enacting Town Code Chapter 159 (Hydraulic Fracturing) in order to prohibit the use of produced water from low-volume hydraulic fracturing operations within the town, and

WHEREAS, a public hearing was held on April 22, 2014, at which time all persons either for or against the enactment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that the proposed amendment to Chapter 150 of the Town Code of Southampton is a "Type II Action" under the provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code and that no further review under New York Environmental Conservation Law, Article 8, is necessary; now, therefore, be it

RESOLVED, that Local Law No. 9 of 2014 is hereby adopted as follows:

LOCAL LAW NO. 9 OF 2014

A LOCAL LAW enacting Town Code Chapter 159 (Hydraulic Fracturing) Prohibiting activities with respect to the sale, application and disposal of waste associated with natural gas exploration and extraction activities.

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

SECTION 1. Legislative Intent.

The DEC currently permits the use of produced water from low-volume hydraulic fracturing operations for road spreading as a de-icer or for dust control if the road spreader obtains a Beneficial Use Determination (BUD) from the DEC. Moreover, the Revised Draft Supplemental Generic Environmental Impact Statement on Oil, Gas and Solution Mining Regulatory Program leaves open the possibility of spreading produced water from high-volume hydraulic fracturing on roads pending further study of its radioactive ingredients. The Town Board has been informed that the application of such waste water, which contains radioactive materials, upon the roadways and real property located within the Town of Southampton may pose a health and environmental risk to our residents, natural resources, bays and waterways and should therefore be prohibited.

SECTION 2. Amendment.

Southampton Town Code Chapter 159 is hereby enacted by adding the underlined words as follows:

Chapter 159

HYDRAULIC FRACTURING

§159-1. Definitions.

APPLICATION: The physical act of placing or spreading natural gas waste.

HYDRAULIC FRACTURING: The fracturing of shale formations by man-made fluid-driven techniques for the purpose of stimulating natural gas or other subsurface hydrocarbon production.

NATURAL GAS EXTRACTION ACTIVITIES: All geological or geophysical activities related to the exploration for or extraction of natural gas or other subsurface hydrocarbon deposits, including, but not limited to, core and rotary drilling and hydraulic fracturing.

NATURAL GAS WASTE: Any waste which is generated as a result of natural gas extraction activities, which may consist of water, chemical additives, or naturally occurring radioactive materials ("NORMs") and heavy metals.

§159-2. Prohibition.

- A. The introduction of natural gas waste into any wastewater treatment facility within the Town of Southampton which is either privately operated or operated by the Town of Southampton is prohibited.
- B. The sale or acceptance of natural gas waste within the Town of Southampton is prohibited.
- C. The application of natural gas waste on road or real property located within the Town of Southampton is prohibited.

§159-3. Bids and Contracts.

- A. All Town initiated bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain a Town road or other Town facility/property shall include a provision stating that no materials containing natural gas waste shall be provided to the Town.
- B. All Town initiated bids and contracts related to the retention of services to construct or maintain a Town road shall include a provision stating that no materials containing natural gas waste shall be utilized in providing such service.

§159-4. Duty of Employees.

The Town Supervisor or, at the Town Supervisor's option, any department head appointed by the Town Supervisor, is authorized to develop policies to ensure Town employees are familiar with the provisions of this chapter and take such steps as are directed by the Town

Supervisor or such department head to ensure a diligent effort by the Town that materials supplied to the Town or used on Town roads or property comply with this chapter. This section shall not excuse noncompliance by a contractor or vendor of the Town.

§159-5. Penalties for offenses.

Any violation of §159-2 herein shall be an unclassified misdemeanor punishable by a fine no less than \$2000 nor more than \$30,000 per violation and/or up to 90' days imprisonment, or both. Each sale and/or application of natural gas waste shall constitute a separate and distinct violation.

§159-6. Severability.

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provisions so adjudged to be invalid or unconstitutional.

SECTION 3. Authority.

The proposed Local Law is enacted pursuant to General Municipal Law §806, as well as Municipal Home Rule Law §10(1)(ii)(a)(1).

SECTION 4. Severability.

If any section or subsection, paragraph, clause, phrase, or provision of this law shall be judged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION 5. Effective Date.

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

AND BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to publish the following Notice of Adoption:

NOTICE OF ADOPTION

PLEASE TAKE NOTICE that, after a public hearing was held by the Town Board of the Town of Southampton on April 22, 2014, the Town Board, at their meeting of April 22, 2014, adopted LOCAL LAW NO. 9 OF 2014 as follows: "A LOCAL LAW enacting Town Code Chapter 159 (Hydraulic Fracturing) prohibiting activities with respect to the sale, application and disposal of waste associated with natural gas exploration and extraction activities."

Summary of Proposed Law

The DEC currently permits the use of produced water from low-volume hydraulic fracturing operations for road spreading as a de-icer or for dust control if the road spreader obtains a Beneficial Use Determination (BUD) from the DEC. Moreover, the Revised Draft Supplemental Generic Environmental Impact Statement on Oil, Gas and Solution Mining Regulatory Program leaves open the possibility of spreading produced water from high-volume hydraulic fracturing on roads pending further study of its radioactive ingredients. The Town Board has been informed that the application of such waste water, which contains radioactive materials, upon the roadways and real property located within the Town of Southampton may pose a health and environmental risk to our residents, natural resources, bays and waterways and should therefore be prohibited.

Copies of the proposed local law, sponsored by Councilman Bradley Bender are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Bradley Bender, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Throne-Holst, Bender, Scalera, Fleming, Glinka



Town of Southampton
116 HAMPTON ROAD
SOUTHAMPTON, NEW YORK 11968

ANNA THRONE-HOLST
SUPERVISOR

COUNCIL MEMBERS

BRADLEY BENDER
BRIDGET FLEMING
STAN J. GLINKA
CHRISTINE P. SCALERA

Tel: (631) 287-5745
Fax: (631) 287-4507

NEWS RELEASE

April 21, 2014

Contact: Councilwoman Christine P. Scalera
(631) 287-5745

FOR SATURDAY, APRIL 26, 2014

ATTN: NEWS EDITORS, ENVIRONMENTAL, COMMUNITY, EDUCATION

**“A Greener Southampton--the Solution is in the Bag”
Campaign Re-Launches this Weekend with Three Events**

WHAT: Join the **Town of Southampton’s Plastic Bag Education Task Force** on Saturday April 26th, for three special events to re-launch the **“A Greener Southampton—the Solution is in the Bag”** initiative for 2014. The first two events will be held at King Kullen in Bridgehampton (from 10:00am-12:00pm) and Stop & Shop in Hampton Bays (from 12:30pm- 2:30pm). Shoppers and merchants can sign a pledge to reduce, reuse, and recycle their plastic bags. Each store has generously donated 150 reusable bags filled with giveaways and will sponsor activities for children. Area students who participated in the “A Greener Southampton” poster contest will also be recognized with certificates at the events.

Also this year, the Task Force will be participating in the Westhampton Beach Earth Day Festival (from 2:30 to 4:00 pm) which will be held at the Gazebo located on Main Street in WHB Village.

WHY: The Task Force’s goal is to increase recycling and reduce overall use, and employ educational programs and targeted incentives by retail participants. The overall goal is to eliminate single use plastic bags from our environment and landfills.

WHEN: **SATURDAY, APRIL 26, 2014**

WHERE: King Kullen, Bridgehampton from 10:00 am to 12:00 pm
Stop & Shop, Hampton Bays from 12:30 pm to 2:30 pm
WHB Earth Day Festival from 2:30 pm to 4:00 pm

WHO: Councilwoman Christine Preston Scalera, Town of Southampton
Southampton Town Plastic Bag Education Task Force Members
The Peconic Institute
Jeff Prince, VP of Store Operations, King Kullen
Willa Kagan, Store Manager, Stop & Shop



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 12/18/14 11:00 AM
Department: Town Attorney
Category: Local Laws
Prepared By: Tiffany Scarlato
Initiator: Tiffany Scarlato
Sponsors: Supervisor Throne-Holst, Councilman Bender
DOC ID: 21480

ADOPTED

TOWN BOARD RESOLUTION 2014-1342

Notice of Adoption: Chapter 212 (Retail Checkout Bags) of the Town Code to Prohibit Retail Establishments from Using Certain Plastic Bags for Retail Checkout of Goods

WHEREAS, the Town Board is considering amending the Southampton Town Code to add Chapter 212 (Retail Checkout Bags) in order to prohibit retail establishments from using certain plastic bags for retail checkout of goods; and

WHEREAS, a public hearing was held on November 25, 2014, at which time all persons either for or against said amendment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that this proposed local law is considered an "Unlisted Action" under 6 NYCRR Part 617.2, provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code; and

WHEREAS, pursuant to 6NYCRR 617.6 (b)(1) the Town Board of the Town of Southampton as the only agency involved with the proposed action proposes to undertake the action itself and therefore is lead agency; and

WHEREAS, the Town Board has conducted a review of the information contained in the Environmental Assessment Form Parts I & II, with attachment and Negative Declaration Form prepared by the Department of Land Management; and

WHEREAS, the magnitude and importance of potential impacts have been considered by the Town Board; and

WHEREAS, adoption of a local law to create a new Chapter 212 that prohibits retail establishments from using certain plastic bags for retail checkout of goods within the Town of Southampton is not expected to result in any large and important impacts, and therefore will not have a significant adverse impacts on the environment; now therefore be it

RESOLVED, that the Town Board hereby adopts a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; and be it further

RESOLVED, that Local Law No. 30 of 2014 is hereby adopted as follows:

LOCAL LAW NO. 30 OF 2014

A LOCAL LAW enacting Southampton Town Code Chapter 212 (Retail Checkout Bags) to prohibit retail establishments from using certain plastic bags for retail checkout of goods.

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

SECTION 1. Purpose.

The purpose of this Chapter is to improve the environment in the Town of Southampton by encouraging the use of reusable checkout bags and banning the use of certain plastic bags for retail checkout of purchased goods. As the economic vitality of the East End is inextricably linked with our natural resources, it is of utmost importance that the Town of Southampton provide ample protections to preserving the natural beauty and resources of our environment. The proliferation and dissemination of plastic shopping bags at retail establishments has resulted in the Town's natural resources being impacted and blemished when discarded bags find their way into our waters, dunes, woods and other natural environments and litter our roads, trails, fields and playgrounds. Further, these bags last hundreds of years and are a potential source of harmful chemicals when they break down. As a result of the damage that these bags have caused and the threat of future damage they pose to environmental conditions, the Town finds it necessary to restrict retail establishments from providing certain plastic bags to customers for the carrying of goods taken from their establishments and encourage the use of reusable bags.

SECTION 2. Amendment.

The Code of the Town of Southampton is hereby amended by adding the underlined words in a new Chapter 212 (Retail Checkout Bags).

Chapter 212 **Retail Checkout Bags**

§212-1. Definitions.

As used in this chapter, the following terms shall have the indicated meanings:

CHECKOUT BAG - A carryout bag that is provided to a customer at the point of sale. The term "checkout bag" does not include plastic produce bags or plastic bags measuring 28 inches by 36 inches or larger in size.

PLASTIC PRODUCE BAG - A flexible container made of very thin plastic material with a single opening that is used to transport produce, meats or other items selected by the customers to the point of sale.

RECYCLABLE PAPER BAG - A paper bag should have the following characteristics:

- A. Is 100% recyclable overall; and
- B. Displays the word "Reusable" or "Recyclable" on the outside of the bag.

RETAIL SALES - The transfer to a customer of goods in exchange for payment occurring in retail stores, sidewalk sales, farmer's markets, flea markets and restaurants. The term "retail sales" does not include sales of goods at yard sales, tag sales, other sales by residents at their home and sales by nonprofit organizations.

REUSABLE BAG - A bag with handles that is specifically designed and manufactured for multiple reuse and is:

- A. Made of cloth or other fabric; and/or

B. Made of durable plastic that is at least 2.25 mils thick.

§212-2. Restriction on Checkout Bags.

A. Any person engaged in retail sales shall provide only reusable bags and/or recyclable paper bags as checkout bags to customers.

B. Nothing in this section shall preclude persons engaged in retail sales from making reusable bags available for sale to customers.

§212-3. Operative Date.

The restriction set forth in §212-2 (A) shall become operative on April 22, 2015 (Earth Day), so as to allow retail establishments a period of time within which to dispose of their existing inventory of plastic checkout bags and convert to alternative packaging materials.

§212.4. Penalties for Offenses.

Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation pursuant to the Penal Law of the State of New York, punishable by a fine not exceeding \$1,000 or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment. The continuation of an offense against the provisions of this chapter shall constitute, for each day the offense is continued, a separate and distinct offense hereunder.

SECTION 3. Authority.

The Town Board is authorized to establish and promulgate rules and regulations regarding litter and protect the Town's natural resources pursuant to §10 of Municipal Home Rule Law and §130(1) of New York State Town Law.

SECTION 4. Severability.

If any section or subdivision, paragraph, clause, phrase of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION 5. Effective Date.

This local law shall take effect on April 22, 2015.

AND BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized to publish the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE, that after a public hearing was held by the Town Board of the Town of Southampton on November 25, 2014, the Town Board, at its meeting of December 18,

2014, adopted LOCAL LAW NO. 30 of 2014, as follow: " LOCAL LAW enacting Southampton Town Code Chapter 212 (Retail Checkout Bags) to prohibit retail establishments from using certain plastic bags for retail checkout of goods."

Summary of Proposed Law

The Town Board of the Town of Southampton has enacted Southampton Town Code Chapter 212 (Retail Checkout Bags) to prohibit retail establishments from using certain plastic bags for retail checkout of goods within the Town of Southampton, such local law to become effective April 22, 2015.

Copies of the adopted local law sponsored by Supervisor Anna Throne-Holst, Councilman Bradley Bender and Councilwoman Bridget Fleming are on file in the Town Clerk’s Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

none

RESULT:	ADOPTED [3 TO 2]
MOVER:	Anna Throne-Holst, Supervisor
SECONDER:	Bradley Bender, Councilman
AYES:	Anna Throne-Holst, Bradley Bender, Bridget Fleming
NAYS:	Christine Preston Scalera, Stan Glinka



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 12/27/16 01:00 PM
Department: Town Attorney
Category: Legal Actions
Prepared By: Kathleen Murray
Initiator: James Burke
Sponsors: Councilman Bouvier, Councilwoman Scalera
DOC ID: 25898

ADOPTED

TOWN BOARD RESOLUTION 2016-1201

Resolution Adopting the Community Preservation Fund Project Plan to Include Water Quality Improvement Projects

WHEREAS, pursuant to Town Law §64-e(6), on November 10, 2015, by Local Law No. 28 of 2015, the Town Board of the Town of Southampton approved and adopted the "Town of Southampton Community Preservation Project Plan 2015," which lists every project the Town plans to undertake pursuant to the Community Preservation Fund ("CPF"); and

WHEREAS, thereafter, legislation was enacted by the State, that is, Chapter 551 of the Laws of 2015, amending Town Law §64-e to (i) extend the effective date of the Community Preservation Fund Real Estate Transfer Tax until December 31, 2050, and (ii) authorize the use of a portion of the Community Preservation Fund, not to exceed 20% of the annual revenues, for water quality improvement projects; and

WHEREAS, in connection with the introduction of the expenditure of CPF monies for water quality improvement projects, said Community Preservation Project Plan must list water quality improvement projects the Town plans to undertake with CPF monies, and must state how such project would improve existing water quality; and

WHEREAS, this newly drafted "Part B" of the Community Preservation Project Plan, attendant to water quality improvement projects, has been compiled with the participation of the Community Preservation Fund Manager, the Department of Land Management, the Environment Division, the Department of Municipal Works, Geographic Information Systems, the Town Attorney's Office, and Councilman John Bouvier and Councilwoman Christine Scalera; and

WHEREAS, the Town Board sought public comment on Part B, that is, the water quality improvement component of the Community Preservation Project Plan, and held a public hearing on August 9, 2016 and August 23, 2016, at which time persons either for or against said changes were heard; and

WHEREAS, said Water Quality Improvement component of the Community Preservation Project Plan could not become effective unless and until the Town of Southampton's local law enacting Article VI of Town Code Chapter 140, entitled Water Quality Improvement, was approved by a majority of the voters at a mandatory referendum held at the general election on November 8, 2016; and

WHEREAS, said local law was in fact approved by a majority of the voters at the November 8th general election, and said results were certified by the Suffolk County Board of Elections by letter to the Town dated December 15, 2016; now therefore be it

RESOLVED, that the Town Board of the Town of Southampton hereby amends the Community Preservation Fund Project Plan to include "Part B," attendant to Water Quality Improvement Projects.

Financial Impact

None, see resolution text.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Glinka



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 07/25/17 06:00 PM
Department: Town Attorney
Category: Local Laws
Prepared By: Kathleen Murray
Initiator: James Burke

ADOPTED

Sponsors: Bouvier, Schneiderman, Scalera, Lofstad, Glinka

TOWN BOARD RESOLUTION 2017-700

DOC ID: 27568

**Resolution of Adoption to Consider Amending Town Code
Chapter 123 (Building Construction) to Add Article VIII
Requiring Innovative and Alternative On-Site Wastewater
Treatment Systems (I/A OWTS) for Particular Residential
Projects**

WHEREAS, the Town Board is considering amending Town Code Chapter 123 (Building Construction) to add Article VIII requiring Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS) for particular residential projects; and

WHEREAS, a public hearing was held by the Town Board of the Town of Southampton on July 11, 2017, at which time all persons either for or against said amendment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that this proposed local law is considered a "Type II Action" under 6 NYCRR Part 617.5, provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code, and that no further review under New York Conservation Law, Article 8, is necessary; now therefore be it

RESOLVED, that Local Law No. 17 of 2017 is hereby adopted as follows:

LOCAL LAW NO. 17 OF 2017

A LOCAL LAW amending Town Code 123 (Building Construction) to add Article VIII requiring Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS) for particular residential projects.

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

Section 1. Legislative Intent.

As discussed in the Town's CPF Water Quality Improvement Project Plan (WQIPP), as well as the Southampton Water Protection Plan (SWPP), the bays and estuary environments associated with Southampton Town still receive more nitrogen than the waters can naturally assimilate. This is due to the fact that wastewater from both older and newer housing stock is predominantly treated by on-site septic systems that do not adequately remove nitrogen; nitrogen from these systems is released into the groundwater, which ultimately discharges into the surrounding coastal waters. Thus, nitrogen loading to the watersheds of Southampton Town must be reduced in order to restore the waters' ecological health, and to maintain drinking water standards.

Also recognizing this issue, in 2015 the Suffolk County Comprehensive Water Resources Management Plan found that, "while all sources of water pollution are concerning, nitrogen pollution from septic systems has clearly emerged as the most widespread and least well-addressed of the region's growing list of water pollutants." As a result, the Suffolk County

Department of Health Services has recently authorized the use of innovative and alternative on-site wastewater treatment systems in lieu of conventional systems. These alternative systems discharge significantly less nitrogen from sanitary waste into the groundwater, and work towards achieving less nitrogen in our bays and waterways.

Based upon the approval of these new systems - with more to come - the intent of this law is to require that the following projects within the Town of Southampton's high priority areas, as identified in the CPF Water Quality Improvement Project Plan (WQIPP), utilize an alternative treatment system (I/A OWTS) approved by the Suffolk County Department of Health Services: (i) all new residential construction, (ii) any substantial septic system upgrade required by the Suffolk County Department of Health Services, or (iii) an increase of 25% or more in the floor area of a building. In addition, an I/A OWTS approved by the Suffolk County Department of Health Services shall be required for any new septic system or substantial septic system upgrade required by the Conservation Board and/or the Environment Division pursuant to Town Code Chapter 325.

Section 2. Amendment.

Southampton Town Code Chapter 123 (Building Construction) is hereby amended by adding the underlined words as follows:

ARTICLE VIII **Innovative and Alternative On-Site Wastewater Treatment Systems** **(I/A OWTS)**

§123-51. Definitions.

For the purposes of this article, the following definitions shall apply:

BUILDING - as defined §330-5 of the Town Code.

CHIEF BUILDING INSPECTOR - the Southampton Town Chief Building Inspector, or his designee.

FLOOR AREA - the actual occupied area, not including unoccupied accessory areas or thickness of walls.

HIGH PRIORITY AREA - those areas mapped as such in the adopted CPF Water Quality Improvement Project Plan (WQIPP), and as may be amended from time to time.

INNOVATIVE AND ALTERNATIVE ON-SITE WASTEWATER TREATMENT SYSTEM (I/A OWTS) - an onsite decentralized wastewater treatment system that, at a minimum, is designed to result in total nitrogen in treated effluent of 19 mg/l or less, as approved by the Suffolk County Department of Health Services.

SUBSTANTIAL SEPTIC SYSTEM UPGRADE - a change or upgrade to the existing septic system where the cost of said change or upgrade equals or exceeds 50% of the cost of the current system.

§123-52. I/A OWTS Required.

- A. An Innovative and Alternative On-Site Wastewater Treatment System (I/A OWTS) approved by the Suffolk County Department of Health Services shall be required for the following projects located within the High Priority Area, as identified in the CPF Water Quality Improvement Project Plan (WQIPP):
- (1) All new residential construction;
 - (2) Any substantial septic system upgrade required by the Suffolk County Department of Health Services;
 - (3) An increase of 25% or more in the floor area of a building.
- B. In addition, an I/A OWTS approved by the Suffolk County Department of Health Services shall be required for any new septic system or substantial septic system upgrade required by the Conservation Board and/or the Environment Division pursuant to Town Code Chapter 325.

§123-53. Health Department Approval.

- A. Suffolk County Department of Health Services approval of an I/A OWTS shall be submitted to the Town prior to the issuance of a building permit for any project identified in §123-52 herein.
- B. The Chief Building Inspector shall not issue a Certificate of Occupancy or a Certificate of Compliance for any project identified in §123-52 above unless said project has received final approval from the Suffolk County Department of Health Services for the installation of the I/A OWTS.
- C. The Chief Building Inspector may, at any time, require a monitoring report, engineer's report, and/or performance and maintenance report demonstrating that the proposed system complies with the Suffolk County Department of Health Services requirements.
- D. Notwithstanding the above, this article shall not be applicable in those cases where the Suffolk County Department of Health Services has determined that an I/A OWTS is not appropriate at a given location. In those cases, an applicant shall provide a copy of the Department's denial, or evidence of the Department's determination in writing.
- E. Applicant shall comply with all local, State, and Federal Codes and requirements, including, but not limited to, the New York State Building Code and the New York State Fire Prevention Code.

§123-54. Penalties for offenses.

- A. Any violation of the provisions of this article shall constitute a violation punishable by a fine of not less than \$1,000, as well as remediation of the subject premises to the satisfaction of the Suffolk County Department of Health Services.

- B. Said remediation efforts shall include, but not be limited to, the installation of a compliant I/A OWTS pursuant to the Suffolk County Sanitary Code.
- C. Any fines collected pursuant to this article shall be deposited into the Septic System Rebate and Incentive Program, pursuant to Town Code Chapter 177.

Section 3. Applicability.

This local law shall apply to any application made for a building permit after September 1, 2017 that meets the criteria described above. In addition, those applications that have received a conditional wetlands permit approval, or an administrative wetlands permit, prior to September 1, 2017, shall not have to comply with the requirements herein.

Section 4. Authority.

The proposed local law is enacted pursuant to Town Law §§130(1), 130(3-a), and 130(15), as well as Municipal Home Rule Law §§10(1)(i), 10(1)(ii)(a)(11), 10(1)(ii)(a)(12), and 10(1)(ii)(d)(3).

Section 5. Severability.

If any section or subsection, paragraph, clause, phrase, or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole, or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

Section 6. Effective Date.

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

AND BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to publish the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE, that after a public hearing was held by the Town Board of the Town of Southampton on July 11, 2017, the Town Board, at its meeting of July 25, 2017, adopted LOCAL LAW NO. 17 OF 2017, as follows: "A LOCAL LAW amending Town Code Chapter 123 (Building Construction) to add Article VIII requiring Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS) for particular residential projects."

Copies of the proposed law, sponsored by Councilman Bouvier, are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None; see resolution text.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Julie Lofstad, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Glinka



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 07/25/17 06:00 PM
Department: Town Attorney
Category: Local Laws
Prepared By: Kathleen Murray
Initiator: James Burke
Sponsors: Councilman John Bouvier
DOC ID: 27587

ADOPTED

TOWN BOARD RESOLUTION 2017-720

Resolution of Adoption to Consider Amending Town Code Chapter 140 (Community Preservation Fund) As It Relates to the Water Quality Advisory Committee

WHEREAS, the Town Board is considering amending Town Code Chapter 140 (Community Preservation Fund) as it relates to the Water Quality Advisory Committee; and

WHEREAS, a public hearing was held by the Town Board of the Town of Southampton on July 25, 2017, at which time all persons either for or against said amendment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that this proposed local law is considered a "Type II Action" under 6 NYCRR Part 617.5, provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code, and that no further review under New York Conservation Law, Article 8, is necessary; now therefore be it

RESOLVED, that Local Law No. 18 of 2017 is hereby adopted as follows:

LOCAL LAW NO. 18 OF 2017

A LOCAL LAW amending Town Code Chapter 140 (Community Preservation Fund) as it relates to the Water Quality Advisory Committee.

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

Section 1. Legislative Intent.

As the Town Board readies the Water Quality Advisory Committee to begin its tasks as described in Town Code Chapter 140, the Board seeks to refine the provisions addressing the Committee to (i) limit the number of members to five, and (ii) allow nonresidents to serve as Committee members.

Section 2. Amendment.

Town Code §140-34 (Water Quality Advisory Committee) of Chapter 140 (Community Preservation Fund), is hereby amended by deleting the stricken words and adding the underlined words as follows:

§140-34. Water Quality Advisory Committee.

- A. A Water Quality Advisory Committee shall be established pursuant to Town Board resolution to review and make recommendations on proposed water quality improvement projects using monies from the fund.
- B. Such Committee shall consist of five ~~or seven~~ members who shall be residents of the Town and who shall serve without compensation. No member of the Town Board

shall serve on said Committee, nor shall any member have a direct interest in any project for which funding is sought.

C. Notwithstanding the above, the Town Board shall be authorized to waive the residency requirement in its discretion however, at all times a majority of the committee members shall be residents of the Town.

~~E~~. D. The members shall include individuals with demonstrated expertise in water quality issues, estuarine science, civil engineering, shellfish restoration, or similar relevant credentials.

~~D~~. E. The responsibilities of such Committee may include, but not be limited to, assisting in the development of the project plan, drafting requests for proposals to implement water quality improvement projects, reviewing and prioritizing proposed projects, and offering such further advice and recommendations as the Town Board may specify and deem necessary.

Section 3. Authority.

The proposed local law is enacted pursuant to Town Law §64-e, as well as Municipal Home Rule Law §§10(1)(ii)(a)(1) and 10(1)(ii)(a)(12).

Section 4. Severability.

If any section or subsection, paragraph, clause, phrase, or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole, or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

Section 5. Effective Date.

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

AND BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to publish the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE, that after a public hearing was held by the Town Board of the Town of Southampton on July 25, 2017, the Town Board, at its meeting of July 25, 2017, adopted LOCAL LAW NO. 18 OF 2017, as follows: "A LOCAL LAW amending Town Code Chapter 140 (Community Preservation Fund) as it relates to the Water Quality Advisory Committee."

Copies of the proposed law, sponsored by Councilman Bouvier, are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK

SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None; see resolution text.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Glinka



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 08/22/17 06:00 PM
Department: Town Attorney
Category: Local Laws
Prepared By: Kathleen Murray
Initiator: James Burke
Sponsors: Schneiderman, Lofstad, Scalera, Bouvier, Glinka
DOC ID: 27681

ADOPTED

TOWN BOARD RESOLUTION 2017-791

**Resolution of Adoption Amending Town Code Chapter 177
(Septic System Rebate and Incentive Program) to Include
Rebates for Innovative and Alternative On-Site Wastewater
Treatment Systems (I/A OWTS)**

WHEREAS, the Town Board is considering amending Town Code Chapter 177 (Septic System Rebate and Incentive Program) to include rebates for Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS); and

WHEREAS, a public hearing was held by the Town Board of the Town of Southampton on August 8, 2017, at which time all persons either for or against said amendment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that this proposed local law is considered a "Type II Action" under 6 NYCRR Part 617.5, provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code, and that no further review under New York Conservation Law, Article 8, is necessary; now therefore be it

RESOLVED, that Local Law No. 22 of 2017 is hereby adopted as follows:

LOCAL LAW NO. 22 OF 2017

A LOCAL LAW amending Town Code Chapter 177 (Septic System Rebate and Incentive Program) to include rebates for Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS).

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

Section 1. Legislative Intent.

Nitrogen pollution from cesspools and septic systems has been identified as having a substantial negative impact on water quality, contributing to beach closures, restrictions on shell fishing, toxic algae blooms, and massive fish kills within the County of Suffolk and, more specifically, the Town of Southampton. Indeed, as discussed in the Town's CPF Water Quality Improvement Project Plan (WQIPP), as well as the Southampton Water Protection Plan (SWPP), the bays and estuary environments associated with Southampton Town still receive more nitrogen than the waters can naturally assimilate. This is due to the fact that wastewater from both older and newer housing stock is predominantly treated by on-site septic systems that do not adequately remove nitrogen; nitrogen from these systems is released into the groundwater, which ultimately discharges into the surrounding coastal waters. Thus, nitrogen loading to the watersheds of Southampton Town must be reduced in order to restore the waters' ecological health, and to maintain drinking water standards.

Recognizing this need to reduce nitrogen pollution in the Town's surface waters and drinking water aquifers, the Town Board of the Town of Southampton recently introduced legislation

aimed at requiring Innovative and Alternative Onsite Wastewater Treatment Systems (I/A OWTS) under certain circumstances. In an effort to offset the costs of these required system upgrades, but also seeking to encourage the voluntary upgrade of sanitary systems not yet required or mandated, the Town Board seeks to amend the current septic system rebate program to capture these projects. The source of funding for these rebates will be provided by the CPF Water Quality Improvement Project Plan, which specifically contemplates and recognizes funding for these purposes.

Section 2. Amendment.

Town Code Chapter 177 (Septic System Rebate and Incentive Program) is hereby amended in its entirety by deleting the stricken words as follows:

~~§177-1. Definitions.~~

~~As used in this chapter, the following terms shall have the meanings indicated:~~

~~APPLICANT – An eligible entity as defined herein.~~

~~COSTS – Includes those costs associated with the upgrade (defined herein) of an existing sanitary system, including, but not limited to, costs for labor, materials, site restoration. Such costs shall not include financing or interest charges.~~

~~DENITRIFICATION – The process whereby nitrate nitrogen is converted to nitrogen gas, which can then be liberated into the atmosphere. This reaction is the mechanism for removal of nitrogen from wastewater. For purposes of this chapter, denitrification shall include the further removal or reduction of nitrates in the groundwater.~~

~~ELIGIBLE ENTITY – Any person, estate, trust, beneficiaries of an estate or trust, partnership, or member of a limited liability corporation, or a corporation or other legal entity which owns residential or nonresidential property which is eligible for the rebate established by this chapter for the costs of upgrading the sanitary system on the premises to current standards.~~

~~LAND USE APPROVAL – Those approvals required by the Town of Southampton or the Suffolk County Department of Health Services pursuant to an applicant's subdivision, site plan, variance, Conservation Board permit, building permit, Planned Development District, or change-of-zone request, or in furtherance of any SEQRA-related mitigation.~~

~~SUBSTANDARD SANITARY SYSTEM – Any sanitary system located within the Town of Southampton and constructed prior to January 1, 1981, which system has not been upgraded or repaired to meet the current requirements of the Suffolk County Department of Health Services, and the upgrade of which is entirely voluntary, and not required, conditioned upon, or pursuant to any land use approvals from the Town of Southampton or the Suffolk County Department of Health Services. (See §177-2 below.)~~

~~UPGRADE – The voluntary removal, repair, or replacement of an existing substandard sanitary system with a system which meets the current Suffolk County Department of Health Services specifications for sanitary systems for the specific premises which the system services.~~

~~WATER QUALITY PROTECTION FUND~~ -- Pursuant to Town Code Chapter 75, the source of funding for the rebates described herein.

~~§ 177-2. Rebate and incentive program.~~

~~A. Eligibility.~~

- ~~(1) In order to claim the rebate established by this chapter, an applicant must be an eligible entity, as defined herein, and must upgrade an existing substandard sanitary system on residential or nonresidential property with a system which meets current Suffolk County Department of Health Services requirements. To be eligible, the upgrade shall be entirely voluntary and shall not be required, conditioned upon, or pursuant to any land use approvals from the Town of Southampton or the Suffolk County Department of Health Services.~~
- ~~(2) The upgrade of the sanitary system must result in the further denitrification of groundwater, as defined herein, and must be in compliance with all state and local laws and codes.~~
- ~~(3) In order to claim the rebate established by this chapter, an applicant must receive conditional approval from the Southampton Town Building Department, as described below.~~
- ~~(4) Where the applicant owns more than one eligible property, there shall be authorized one rebate for each eligible sanitary system upgrade.~~

~~B. Procedure for rebate. In order to claim the rebate established by this section, the applicant must:~~

- ~~(1) Submit a septic system upgrade notification form to the Town Building Department. Said form shall set forth the location, installation detail, and description of the upgrade of the septic system and shall include a certified estimate from the contractor who will perform said upgrade. No charge will be imposed for this form.~~
- ~~(2) Upon review and approval of said form, the Town Building Department shall issue the applicant a conditional approval. Said conditional approval shall serve to encumber the rebate monies attributable to the applicant's upgrade for a period of six months. Within said time, the applicant must complete the upgrade as described below in order to receive the rebate monies. A conditional approval may be extended for a period of up to sixty (60) days upon good cause shown and at the discretion of the Town Planning and Development Administrator.
 - ~~(a) The conditional approval shall include a notice to the applicant that an upgraded sanitary system must be maintained in proper operating condition from the date of installation.~~~~
- ~~(3) Upon completing said upgrade, the applicant must submit the following to the Building Department for review and approval:
 - ~~(a) A notarized certification, or Suffolk County Department of Health~~~~

~~Services WWM-073 Form, from the contractor(s) who actually performed the upgrade, certifying that:~~

~~[1] The applicant's existing system was a substandard sanitary system as that term is defined herein; and~~

~~[2] The upgrade was performed in compliance with the requirements of the Suffolk County Department of Health Services.~~

~~(b) A voucher or receipt showing the actual cost the applicant paid for said upgrade;~~

~~(c) A W-9 Form, as well as a Supplier Master File Maintenance Form.~~

~~(4) Upon review and approval by the Building Department of the above documentation, payment of said rebate shall be made by the Town Comptroller.~~

~~C. Rebate amount and availability:~~

~~(1) Funds are available for disbursements of up to 50% of the cost of said upgrade, but in no case shall said disbursements exceed the following:~~

~~(a) For an alternate sewage disposal system, as that term is defined in the Suffolk County Department of Health Services Standards, and as may be updated and amended from time to time: \$5,000;~~

~~(b) For a typical clustered disposal system, as that term is defined in the Suffolk County Department of Health Services Standards, and as may be updated and amended from time to time: \$2,500.~~

~~(2) In those cases where the upgrade is located within a critical watershed management area and 200 feet of a water body, funds are available for disbursements of up to 60% of the cost of said upgrade, but in no case shall said disbursements exceed the following:~~

~~(a) For an alternate sewage disposal system, as that term is defined in the Suffolk County Department of Health Services Standards, and as may be updated and amended from time to time: \$6,000;~~

~~(b) For a Typical Clustered Disposal System, as that term is defined in the Suffolk County Department of Health Services Standards, and as may be upgraded and amended from time to time: \$3,000.~~

~~D. Rebate claim period. The ability to claim the rebate described in this chapter shall be retroactive to December 1, 2012. Rebates are available on a first-come, first-serve basis.~~

Section 3. Amendment.

Town Code Chapter 177 (Septic System Rebate and Incentive Program) is hereby amended in its entirety by adding the underlined words as follows:

§177-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT - An eligible entity as defined herein.

COSTS - Includes those costs associated with the upgrade (defined herein) of an existing sanitary system to an Innovative and Alternative Onsite Wastewater Treatment System (I/A OWTS). This shall include, but not be limited to, costs for design, labor, materials, associated site restoration directly related to the upgrade, and maintenance as defined herein.

ELIGIBLE AREA - Those parcels mapped in the CPF Water Quality Improvement Project Plan and designated as high and medium priority. For purposes of this chapter, if any portion of a subject parcel is located within a priority area, the entire parcel shall be deemed wholly within said priority area. In addition, if any parcel lies within both priority areas, the entire parcel shall be deemed within the high priority area.

ELIGIBLE PROPERTY OWNER - Any person, estate, trust, beneficiaries of an estate or trust, partnership, or member of a limited-liability corporation, corporation, or other legal entity which owns residential or nonresidential property meeting the following income guidelines based upon the Adjusted Gross Income of the primary owner as reported on the property owner's latest available federal or state income tax return:

- Less than or equal to \$300,000/year, 100% of the costs, up to a maximum of \$15,000;
- Between \$300,001 - \$500,000/year, 50% of the costs, up to a maximum of \$15,000;
- \$500,001 or more shall not be eligible.

INNOVATIVE AND ALTERNATIVE ONSITE WASTEWATER TREATMENT SYSTEM (I/A OWTS) - An onsite decentralized wastewater treatment system that, at a minimum, is designed to result in total nitrogen in treated effluent of 19 mg/l or less, as approved by the Suffolk County Department of Health Services.

MAINTENANCE - the performance of tasks specified by the Suffolk County Department of Health Services and/or the manufacturer of the I/A OWTS including, but not limited to, cleaning, inspection, and adjustment of control settings to ensure property operation of the I/A OWTS and its related components.

PRIMARY OWNER - Includes all owners and owners' spouses.

UPGRADE - The required or voluntary removal, repair, or replacement of an existing sanitary system with a system which meets the current Suffolk County Department of Health Services specifications for an I/A OWTS.

WATER QUALITY IMPROVEMENT PROJECT PLAN (WOIPP) - Pursuant to Town Code chapter 140, a source of funding for the rebates described herein.

WATER QUALITY PROTECTION FUND - Pursuant to Town Code Chapter 75, a source of funding for the rebates described herein.

§ 177-2. Rebate and incentive program.

A. Eligibility.

- (1) In order to claim the rebate established by this chapter, an applicant must be an eligible property owner in an eligible area, as defined herein, and must upgrade an existing sanitary system on residential or nonresidential property to an I/A OWTS.
- (2) Where an applicant owns more than one eligible property, there shall be authorized one rebate for each I/A OWTS installation.
- (3) Units constructed pursuant to Town Code Chapter 216 that do not represent an increase in allowable density under the existing zoning at the time of the adoption of this law, shall be eligible for a rebate.

B. Procedure for rebate. In order to claim the rebate established by this section, the applicant must:

- (1) Submit a septic system upgrade rebate application form to the Town Community Preservation Department and provide documentation, including, but not limited to, applicant's most recent Federal Income Tax return, to be qualified as an eligible property owner in an eligible area.
- (2) Upon review and approval of said form, the Town Community Preservation Department shall deem the application eligible for a rebate. Said approved rebate application form shall serve to encumber the rebate monies attributable to the applicant's upgrade for a period of six months. Within said time, the applicant must complete the upgrade as described below in order to receive the rebate monies. An approved application may be extended for a period of up to sixty (60) days upon good cause shown and at the discretion of the Town Community Preservation Program Manager.
- (3) Applicant must then work to obtain required approvals for the I/A OWTS from all appropriate regulatory agencies, including, but not limited to, the Suffolk County Department of Health Services, the New York State Department of Environmental Conservation, and/or the Town of Southampton Environment Division, as may be necessary.
- (4) After receiving said approvals, the applicant shall submit an application to the Building Department for an electrical permit for the I/A OWTS. Said application shall include the Suffolk County Department of Health Services approval, depicting the location and type of system approved, as well as any

other necessary approvals (wetland, site plan, etc.), for the parcel.

- (5) Once the installation of the I/A OWTS is complete, the eligible property owner must submit the following to the Town Building Department in order to receive a Certificate of Electrical Compliance for the I/A OWTS:
- (a) A copy of the CPF I/A OWTS eligibility approval form (Schedule B):
 - (b) A Septic System Installation Certificate and either a Suffolk County Department of Health Services final approval/sign-off, or a Suffolk County Department of Health Services WWM-073 Form for the I/A OWTS;
 - (c) A notarized certification from the contractor(s) who actually performed the upgrade, certifying that the upgrade was performed in compliance with the requirements of the Suffolk County Department of Health Services.
- (6) Thereafter, applicant must submit the following to the Town Community Preservation Department:
- (a) The Certificate of Electrical Compliance, or Certificate of Wetland Compliance where applicable, for the I/A OWTS;
 - (b) A receipt showing the actual costs, as defined herein, applicant paid for said upgrade;
 - (c) A W-9 Form, as well as a Supplier Master File Maintenance Form.
- (7) Upon review and approval by the Town Community Preservation Program Manager of the above documentation, payment of said rebate shall be made by the Town Comptroller.

C. Rebate amount and availability.

Funds are available for disbursements of up to 100% of the cost of installation based upon the eligible area for eligible property owners, up to a maximum amount of \$15,000.

D. Rebate claim period.

Rebates are available on a first-come, first-served basis.

Section 4. Applicability.

This local law shall apply to any eligible request made after September 1, 2017.

Section 5. Authority.

The proposed local law is enacted pursuant to Town Law §§130(1), 130(3-a), and 130(15), as well as Municipal Home Rule Law §§10(1)(i), 10(1)(ii)(a)(11), 10(1)(ii)(a)(12), and

10(1)(ii)(d)(3).

Section 6. Severability.

If any section or subsection, paragraph, clause, phrase, or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole, or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

Section 7. Effective Date.

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

AND BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to publish the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE, that after a public hearing was held by the Town Board of the Town of Southampton on August 8, 2017, the Town Board, at its meeting of August 22, 2017, adopted LOCAL LAW NO. 22 OF 2017, as follows: "A LOCAL LAW amending Town Code Chapter 177 (Septic System Rebate and Incentive Program) to include rebates for Innovative and Alternative On-Site Wastewater Treatment Systems (I/A OWTS)."

Copies of the proposed law, sponsored by Councilman Bouvier, are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None; see resolution text.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Julie Lofstad, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Glinka



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 09/11/18 01:00 PM
Department: Town Attorney
Category: Local Laws
Prepared By: Kathleen Murray
Initiator: James Burke
Sponsors: Councilman John Bouvier
DOC ID: 30016

ADOPTED

TOWN BOARD RESOLUTION 2018-879

**Resolution of Adoption Amending Town Code Chapter 140
(Community Preservation Fund) at Article VI (Water Quality
Improvement) to Clarify Project Eligibility**

WHEREAS, the Town Board of the Town of Southampton is considering amending Town Code 140 (Community Preservation Fund) at Article VI (Water Quality Improvement) to clarify project eligibility; and

WHEREAS, a public hearing was held by the Town Board on September 11, 2018, at which time all persons either for or against said amendment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that this proposed local law is considered a "Type II Action" under 6 NYCRR Part 617.5, provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code, and that no further review under New York Conservation Law, Article 8, is necessary; now therefore be it

RESOLVED, that Local Law No. 22 of 2018 is hereby adopted as follows:

LOCAL LAW NO. 22 OF 2018

A LOCAL LAW amending Town Code Chapter 140 (Community Preservation Fund) at Article VI (Water Quality Improvement) to clarify project eligibility.

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

Section 1. Legislative Intent.

On August 23, 2016, by Local Law No. 15 of 2016, the Town Board of the Town of Southampton enacted Article VI of the Town's Community Preservation Fund ("CPF") legislation pursuant to Chapter 551 of the Laws of 2015, in an effort to address Water Quality Improvements within the Town. Specifically, Article VI allows the Town to use up to 20% of the CPF annual revenues to undertake water quality improvement projects in order to preserve community character by improving water quality.

As the Town works to review projects and apportion monies from this designated 20% Fund allocation for water quality improvement projects, it has become clear that two amendments are necessary in order to fully capture the intent of the State legislation, that is, (i) the addition of the language "Title 14 of Article 17 of the Environmental Conservation Law," which was inadvertently omitted, and (ii) the inclusion of language clarifying that nonpoint source abatement and control program projects compatible with, and not just pursuant to, §11-b of the Soil and Water Conservation District Law, Title 14 of Article 17 of the Environmental Conservation Law, Section 1455b of the Federal Coastal Zone Management Act, and/or Article 42 of the Executive Law, are also eligible for funding.

Section 2. Amendment.

Subsection C of §140-29 (Purpose) of Southampton Town Code Chapter 140 (Community Preservation Fund) is hereby amended by deleting the stricken words and adding the underlined words as follows:

§140-29. Purpose.

C. Projects eligible for funding shall include:

- (1) Wastewater treatment and improvement projects;
- (2) Nonpoint source abatement and control program projects developed pursuant to §11-b of the Soil and Water Conservation District Law, Title 14 of Article 17 of the Environmental Conservation Law, Section 1455b of the Federal Coastal Zone Management Act, ~~or Article 42 of the Executive Law~~, or nonpoint source abatement and control program projects compatible therewith;
- (3) Aquatic habitat restoration projects;
- (4) Pollution prevention projects; and
- (5) The operation of the Peconic Bay National Estuary Program, as designated by the United States Environmental Protection Agency.

Section 3. Amendment.

Section 140-31 (Definitions) of Southampton Town Code Chapter 140 (Community Preservation Fund) is hereby amended by deleting the stricken words and adding the underlined words as follows:

WATER QUALITY IMPROVEMENT PROJECT

Wastewater treatment improvement projects; nonpoint source abate and control program projects developed pursuant to §11-b of the Soil and Water Conservation District Law, Title 14 of Article 17 of the Environmental Conservation Law, Section 1455b of the Federal Coastal Zone Management Act, ~~or Article 42 of the Executive Law~~, or nonpoint source abatement and control program projects compatible therewith; aquatic habitat restoration projects; pollution prevention projects; and the operation of the Peconic Bay National Estuary Program, as designated by the United States Environmental Protection Agency. Such projects shall have as their purpose the improvement of existing water quality to meet existing specific water quality standards. Projects which have as a purpose to permit or accommodate new growth shall not be included within this definition.

Section 4. Authority.

The proposed local law is enacted pursuant to Municipal Home Rule Law §§10(1)(ii)(a)(11) and (12), §10(1)(ii)(d)(3), and Chapter 551 of the Laws of 2015, amending Town Law §64-e.

Section 5. Severability.

If any section or subsection, paragraph, clause, phrase, or provision(s) of this law shall be judged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

Section 6. Effective Date.

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

AND BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to publish and post the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE, that after a public hearing was held by the Town Board of the Town of Southampton on September 11, 2018, the Town Board, at its meeting of September 11, 2018, adopted LOCAL LAW NO. 22 OF 2018, as follows: "A LOCAL LAW amending Town Code Chapter 140 (Community Preservation Fund) at Article VI (Water Quality Improvement) to clarify project eligibility."

Copies of the proposed law, sponsored by Councilman Bouvier, are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None; see resolution text.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Schneiderman, Supervisor
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

**TOWN BOARD RESOLUTION 2015-485**

Item # 6.29

ADOPTED

DOC ID: 22155

**Resolution of Adoption Amending Town Code Chapter 205
(Landfills, Transfer Stations and Scavenger Waste) by
Repealing the Provisions Therein and Replacing Chapter 205
in its Entirety with a New Chapter 205 Entitled, “Waste
Management”**

WHEREAS, the Town Board of the Town of Southampton is considering amending Town Code Chapter 205 (Landfills, Transfer Stations and Scavenger Waste), by repealing the provisions therein and replacing Chapter 205 in its entirety with a new Chapter 205 entitled, “Waste Management”; and

WHEREAS, public hearings were held by the Town Board on March 10, 2015, and April 14, 2015, at which time all persons either for or against said amendment were heard; and

WHEREAS, the Department of Land Management has advised the Town Board that this proposed local law is considered a “Type II Action” under 6 NYCRR Part 617.5, provisions of the New York State Environmental Quality Review Act (SEQRA) and Chapter 157 of the Town Code, and that no further review under New York Conservation Law, Article 8, is necessary; now therefore be it

RESOLVED, that Local Law No. 12 of 2015 is hereby adopted as follows:

LOCAL LAW NO. 12 OF 2015

A LOCAL LAW amending Town Code Chapter 205 (Landfills, Transfer Stations and Scavenger Waste), by repealing the provisions therein and replacing Chapter 205 in its entirety with a new Chapter 205 entitled, “Waste Management.”

BE IT ENACTED by the Town Board of the Town of Southampton as follows:

SECTION 1. Legislative Intent.

The Town Board of the Town of Southampton seeks to update the current regulations contained in Town Code Chapter 205, which addresses the Town’s landfills and transfer stations, to reflect both present practices as well as the requirements of Solid Waste Management within the Town of Southampton. In re-writing this chapter, the Town seeks to protect and promote the health, safety, and welfare of its residents by: (i) controlling the storage and disposal of solid waste generated within the Town, (ii) implementing the Town of Southampton Solid Waste Management Plan, (iii) complying with the requirements and furthering the purposes of the New York State Solid Waste Management Act, and (iv) protecting the surface waters and drinking water supply in the Town of Southampton. To that end, the Town Board finds that increased efforts to recover and reuse recyclable materials will also protect and enhance the Town’s physical environment while promoting the health and safety of persons and property herein.

The new provisions proposed seek not only to facilitate the implementation and operation of an environmentally sound solid waste management program and the conservation of natural

resources, but to promote the recovery of materials from the Town's solid waste stream for the purpose of recycling such materials through source separation. In furtherance of this effort, and recognizing its importance, the Town Board seeks to encourage recycling opportunities for residential, nonresidential, commercial, industrial, and institutional establishments.

In addition, the Board finds it necessary to introduce the requirement of a carter license and permit for those refuse haulers or carters who are engaged in the business of collection, pick-up, transfer, removal, and/or the disposal of solid waste and/or recyclables within the Town. While a fee is being charged, it is not the primary purpose of the license. Rather, by requiring basic disposal information within the permit, the Town, and in particular, the Department of Waste Management – in furtherance of compliance with DEC requirements – can better monitor and track, and thus, more effectively develop policy with an improved understanding of the needs and best interests of the Southampton Community.

SECTION 2. Amendment.

Town Code Chapter 205 (Landfills, Transfer Stations and Scavenger Waste), is hereby amended by deleting the stricken words as follows:

Chapter 205

~~Landfills, Transfer Stations and Scavenger Waste~~

~~Article 1. Sanitary Landfill Stations and Garbage Transfer Stations~~

~~§205-1. Applicability.~~

~~The rules and regulations of this chapter shall apply to all generators of solid waste located within the Town of Southampton and to all Town disposal areas, including sanitary landfill stations and garbage transfer stations.~~

~~§205-2. Definitions.~~

~~As used in this article, the following terms shall have the meanings indicated:~~

~~BULK GOODS~~

~~Solid waste, transported by a self-hauler, that is too large or bulky to be contained in a tied Town garbage bag.~~

~~CANS~~

~~Containers comprised of aluminum, tin, steel or a combination thereof which contain or formerly contained only food and/or beverage substances.~~

~~CARDBOARD~~

~~All corrugated cardboard normally used for packing, mailing, shipping or containerizing goods, merchandise or other material, but shall not mean wax-coated or soiled cardboard.~~

~~COMMERCIAL GARBAGE HAULER~~

~~A vehicle utilized in the business of collecting and transporting solid waste of any kind.~~

~~GLASS~~

All clear (flint), green and brown (amber) colored glass containers. "Glass" shall not mean wired glass, crystal, ceramics and plate, window, laminated or mirrored glass.

HAZARDOUS WASTE

- A.** A solid waste or a combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may:
- (1)** Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - (2)** Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.
- B.** Includes but is not limited to explosives, hazardous radioactive materials, toxic substances and those substances which the administrator of the Federal Environmental Protection Agency has caused to be included in the listing of hazardous waste promulgated by said Agency pursuant to 42 U.S.C.A. § 6921(b).

METAL

Any of the various opaque, fusible, ductile and typically lustrous substances that are good conductors of electricity and heat, form cations by loss of electrons and yield basic oxides and hydroxides, including any alloys or combinations thereof.

NEWSPAPER

Includes newsprint and all newspaper and newspaper advertisements, supplements, comics and enclosures.

NONRECYCLABLE WASTE

Same as "solid waste."

NONRESIDENTIAL SELF-HAULER

A vehicle utilized in the transporting of solid waste originating from a building or parcel of land with four or more dwelling units or any single business or single industrial use.

PAPER

All high-grade office paper, fine paper, bond paper, office paper, xerographic paper, mimeo paper, duplication paper, magazines, paperback books, school paper, catalogs, computer paper and similar cellulosic material, but shall not mean newspapers, wax paper, plastic or foil-coated paper, styrofoam, wax-coated food and beverage containers, carbon paper, blueprint paper, food-contaminated paper, soiled paper and cardboard.

PLASTICS

Containers composed of high-density polyethylenes, polyethylene terephthalate or other specific plastics as the Town Board may designate.

RESIDENTIAL SELF-HAULER

A vehicle utilized in the transporting of solid waste originating from a building or parcel of land having three or fewer dwelling units.

RUBBISH

~~Nonputrescible solid waste consisting of both combustible and noncombustible wastes, including but not limited to nonrecyclable paper, wrappings, cigarettes, wood, wires, glass, bedding, furniture and similar materials which are not designated recyclable materials.~~

SELF-HAULER

~~A passenger car, station wagon, van of one ton's capacity or less or a pickup truck utilized by anyone who is not in the business of collecting and transporting solid waste.~~

SOLID WASTE

~~All putrescible and nonputrescible materials or substances discarded or rejected as having served their original intended use or as being spent, useless, worthless or in excess to the owner at the time of such discard or rejection, including garbage, refuse, litter and rubbish, but not including designated recyclable materials or materials to be separated.~~

TOWN GARBAGE BAG

~~A plastic bag bearing the logo of the Seal of the Town of Southampton, of such size and design as shall be determined by the Town Board, to be used by self-haulers for the disposal of solid waste.~~

VEGETATIVE YARD WASTE

~~Organic yard and garden waste, leaves and brush, not including grass clippings.~~

WHITE GOODS

~~Discarded household appliances such as stoves, refrigerators, washing machines and other old metal items.~~

§205-3. Regulations:

- ~~A. Disposal areas shall be open during such hours as may be designated by resolution of the Town Board adopted from time to time.~~
- ~~B. The personnel in charge of each disposal area shall have full power and authority to direct the manner of deposit of material at different locations within the disposal area that are designated for the deposit of specific types of materials, and anyone using said disposal area shall obey the instructions of said personnel and shall deposit the various types of material only in the areas or containers designated for such types of materials.~~
- ~~C. The disposal area personnel shall designate the unloading area at disposal areas by appropriate signs at both ends of said area. No person may deposit materials other than those designated by these signs. No person other than the authorized personnel of the disposal area may go beyond the signs and enter the area reserved for the deposit of this material.~~
- ~~D. The personnel in charge of each disposal area shall be responsible for the directing of movements of traffic within said disposal area, and anyone operating a vehicle within said disposal area shall obey the instructions of said personnel in this regard. No person shall park a vehicle between the signs designating an unloading zone except for the purpose and time required to unload.~~
- ~~E. The Town disposal areas are maintained by the taxpayers of the Town of Southampton and are provided for the use of the residents of the Town of Southampton only. No material of any sort that is collected or transported from~~

- ~~outside the limits of the Town of Southampton shall be deposited in said disposal areas.~~
- ~~F. It shall be unlawful for any person to deposit any waste, garbage or rubbish of any kind on land of the Town of Southampton outside the areas designated for the deposit of those materials.~~
- ~~G. No person shall dump, throw or place in any manner any rubbish, refuse, dirt or any material whatsoever in or upon such disposal area nor at a time except that indicated by such sign or signs or directions.~~
- ~~H. Any oral directions given by any person in charge of any disposal area shall take precedence over any sign or displayed directions.~~
- ~~I. It shall be unlawful for any person to deposit any waste, garbage or rubbish outside the gates of any disposal area at any time unless containers for that purpose have been provided and designated.~~
- ~~J. It shall be unlawful for any person other than the disposal area personnel to set fire to any material within the disposal area.~~
- ~~K. (Reserved) Editor's Note: Former Subsection K, which prohibited the removal of material from disposal areas, was repealed 5-26-1992 by L.L. No. 27-1992.~~
- ~~L. No person shall deposit any animal carcass in or upon any transfer station, except that an animal carcass may be buried if immediately interred by the person bringing such carcass to a sanitary landfill in a ditch at least two feet in depth and provided that the same is immediately covered to the level of the surrounding area with earth.~~
- ~~M. No person shall remove, destroy, alter, deface or otherwise injure any sign or signs placed or erected within any public disposal area except upon and by the direction of the Sanitation Supervisor.~~
- ~~N. All material transported to a disposal area shall be covered and secured so as not to disperse material during transportation of such material.~~
- ~~O. All vehicles requiring permits under § 205-4B shall meet the regulations of the Suffolk County Department of Health.~~
- ~~P. No tires may be deposited at a disposal area. However, tires may be accepted for recycling at the discretion of the Town upon payment of a fee of \$100 per ton. Said fee shall be prorated for any fraction or part of a ton.~~
- ~~Q. No hazardous wastes shall be disposed of at a disposal area.~~
- ~~R. It shall be unlawful for any person engaged in the business of collecting garbage and waste within the Town of Southampton to make such collection before 6:00 a.m. or after 10:00 p.m. of any day.~~
- ~~S. All appliances shall have their doors removed before disposal at a disposal area.~~
- ~~T. Any material which is incompatible with use of the compactor at a transfer station shall be prohibited at such station and shall be disposed of at a sanitary landfill.~~

- ~~U.~~ All vehicles required to pay a usage fee under § 205-5A and entering the sanitary landfill site must utilize the scale installed at said site and obey the instructions of the personnel in charge. A weight ticket shall be retrieved from the scale house before entering the landfill site.
- ~~V.~~ The disposal of land-clearing debris, construction debris or demolition debris by commercial garbage haulers shall be prohibited at any Town disposal area. Land-clearing debris, construction debris or demolition debris deposited by self-haulers must be separated from any and all other solid waste, trash, rubbish or vegetative yard waste and deposited only at designated areas within such Town disposal area or transfer station.
- ~~W.~~ The Town Board hereby delegates to the Sanitation Supervisor the authority to adopt rules to prohibit the disposal of any waste materials, in addition to those materials expressly prohibited by this chapter, where the Sanitation Supervisor finds that waste materials would be harmful to the public welfare or would adversely impact the remaining capacity of the sanitary landfill station. Said rules shall be published in the official newspaper of the Town and posted on the Town Clerk's signboard. Said rules shall be effective upon such posting and publishing.
- ~~X.~~ No newspaper as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such newspaper is separated from any and all solid waste, trash, rubbish or vegetative yard waste. Such newspaper is to be deposited only at designated areas within such Town disposal area or transfer station. When such newspaper is prepared for disposal by anyone other than the ultimate disposer, such as a carter, it should be securely bundled and tied in packages not exceeding 50 pounds with a rope or cord sufficient in strength to facilitate handling.
- ~~Y.~~ No vegetative yard waste, as defined herein, shall be deposited at any Town of Southampton disposal area or Town transfer station unless such vegetative yard waste is separated from any and all solid waste, trash or rubbish. Such vegetative yard waste is to be deposited only at designated areas within such Town disposal area or transfer station, and in no event shall vegetative yard waste include grass clippings.
- ~~Z.~~ No white goods as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such white goods are separated from any and all solid waste, trash, rubbish or vegetative yard waste. Such white goods are to be deposited only at designated areas within such Town disposal area or transfer station.
- ~~AA.~~ No cans as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such cans are separated from any and all solid waste, trash, rubbish, vegetative yard waste, cardboard, glass, metal or paper. Such cans are to be deposited only at designated areas within such Town disposal area or transfer station.
- ~~BB.~~ No cardboard as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such cardboard is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cans, glass, metal or

~~paper. Such cardboard is to be deposited only at designated areas within such Town disposal area or transfer station.~~

~~CC. No glass as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such glass is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cans, cardboard, metal or paper. Such glass is to be deposited only at designated areas within such Town disposal area or transfer station.~~

~~DD. No metal as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such metal is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cans, cardboard, glass or paper. Such metal is to be deposited only at designated areas within such Town disposal area or transfer station.~~

~~EE. No paper as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such paper is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cans, cardboard, glass or metal. Such paper is to be deposited only at designated areas within such Town disposal area or transfer station.~~

~~FF. No plastics as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such plastics are separated from any and all solid waste, trash, rubbish, vegetative yard waste, cardboard, glass, metal or paper. Such plastics are to be deposited at designated areas within such Town disposal area or transfer station.~~

~~GG. All generators of solid waste located within the Town of Southampton, which leave such waste for collection or which deliver such waste to a solid waste facility, shall separate newspaper, vegetative yard waste, white goods, cans, cardboard, glass, metal, paper and plastics from the solid waste stream at the point of waste generation.~~

~~HH. Nonrecyclable waste and Town garbage bags.~~

~~(1) Nonrecyclable waste deposited at any Town disposal area by a self-hauler shall be fully contained in a tied Town garbage bag unless it consists of or includes one or more bulk goods.~~

~~(2) Town garbage bags shall be available at designated areas in the Town.~~

~~(3) The size and design of the Town garbage bag shall be determined by resolution of the Town Board.~~

~~(4) The fee for each size of the Town garbage bag shall be determined by resolution of the Town Board.~~

~~(5) No person shall:~~

~~(a) Duplicate or imitate a Town garbage bag.~~

~~(b) Give, sell or issue in any manner a duplicated or imitated Town garbage bag.~~

§205-3.1. Regulations on solicitation of business.

- A. It is unlawful for any commercial garbage hauler or anyone acting on behalf of a commercial garbage hauler to canvass or to solicit business by entering upon the privately owned premises of any property located within the Town of Southampton if the property owner has noted objection to such entry and if the address of such property owner has been provided to the commercial garbage hauler pursuant to the provisions of this chapter.
- B. The Town Clerk shall maintain a list of addresses of property owners within the Town of Southampton who have notified the Clerk of a wish not to be solicited at their premises by any commercial garbage hauler or person representing a commercial garbage hauler.

§205-4. Permits for garbage vehicles; permit fees.

- A. All vehicles required to pay a usage fee under § 205-5A shall display a vehicle permit as herein required, which shall be affixed to the left side of the front bumper.
- B. Permits will be issued by the Town Clerk's office after payment of the following fees for each vehicle:
- (1) Garbage haulers and all other vehicles required to pay a usage fee under § 205-5A: \$300 for the first vehicle and \$125 for each additional vehicle.
- (2) Roll-off containers:
- (a) Zero to 20 cubic yards: \$75.
- (b) More than 20 yards to 40 yards: \$150.
- (c) More than 40 yards: \$300.
- (3) Nonresidential self-haulers depositing source-separated recyclables only and vehicles engaged in the business of transporting source-separated recyclables only: \$100 for the first vehicle and \$50 for each additional vehicle.
- C. All permit fees are annual for the calendar year with no proration.
- D. It shall be unlawful to utilize a vehicle in the business of collecting and transporting solid waste without the proper vehicle permit, and each vehicle shall have its own separate permit which shall be issued to the registration number of the vehicle where applicable.
- E. All commercial garbage haulers, regardless of whether they utilize the Town landfill or transfer stations, and all persons applying for vehicle permits under Subsection B of this section shall be required to file an application form with the Sanitation Supervisor for approval.
- (1) Prior to the issuance of a permit for any vehicle pursuant to Subsection B of this section, the Sanitation Supervisor shall first approve the application for such permit and the vehicle shall be inspected.

- ~~(2) Each applicant for such permit shall provide the following information:~~
- ~~(a) The name and address of the applicant and of all persons having a financial interest in the business.~~
 - ~~(b) A brief description of the vehicle, including the manufacturer, factory number, type of body (for example, tank, enclosed pickup, packer, van and so forth), weight of the vehicle unladen, maximum load to be carried and New York State registration number. All trucks must have lettering on the sides of the vehicle indicating their company name, at least six inches high.~~
 - ~~(c) All commercial garbage haulers shall provide the Town with a list of all residential and nonresidential sites of collection, indicating the street address of such sites and the days of pickup at those sites.~~
 - ~~(d) The location where the vehicle is stored or garaged when not in use.~~
 - ~~(e) The place or places where the applicant shall dispose of the garbage, refuse, rubbish or trash collected and the manner of disposal.~~
 - ~~(f) Whether the applicant or any of the persons having a financial interest in the business has ever been convicted of a felony or misdemeanor or has ever had an operator's license revoked or suspended in this or any other state.~~
 - ~~(g) Proof of financial responsibility in the event of injury to persons or property by reason of the negligent operation of any vehicle used in the business.~~
 - ~~(h) The type of permit applied for.~~
 - ~~(i) All commercial garbage haulers must deposit with the Town the sum of the lesser of \$500 or an amount equal to the largest monthly bill paid by the hauler within the preceding twelve month period for usage fees, to be held by the Town as a security deposit for faithful performance of the terms and conditions of this chapter. All deposits so made shall be placed by the Town in interest-bearing accounts. The interest so earned shall be paid to each permittee on an annual basis. Upon cancellation or revocation of a permit issued pursuant to this chapter, the security deposit will be returned to the permittee with accumulated interest after deducting any outstanding usage fees.~~
- ~~(3) The Sanitation Supervisor may require any additional information he may deem necessary from an individual applicant in order to administer the regulations enumerated in § 205-3 of this chapter.~~
- ~~F. Said permits shall be issued with an individual identification number which shall be assigned to each vehicle and shall not be transferable. Upon issuance of the permit, the Town Clerk shall also provide a copy of the list of addresses that it maintains pursuant to § 205-3.1 of this chapter to every person receiving such permit. Said permit shall be kept available within the vehicle for inspection upon demand.~~

- ~~G.~~ Any permit issued hereunder may be suspended or revoked by the Town Board after notice to the applicant and a hearing, where one or more of the following grounds exist:
- ~~(1)~~ The applicant has not been found to be fit, willing and able to properly perform the service proposed and the applicant is unable to provide sufficient and suitable equipment to meet the requirements of the business.
 - ~~(2)~~ Issuance of the permit is deemed not to be in the best interests of the Town or its residents.
 - ~~(3)~~ The applicant has failed and refused, without reasonable cause, to collect and dispose of material except in a situation where a contract between the applicant and his customer has been lawfully terminated.
 - ~~(4)~~ The applicant has failed to account for or pay, without reasonable cause, any fees or bills due to the Town.
 - ~~(5)~~ The applicant has failed to reasonably fulfill his obligations to a customer as commercial refuse collector.
 - ~~(6)~~ The applicant is insolvent or has made a general assignment for the benefit of creditors or has been adjudged bankrupt or a money judgment has been secured against him, upon which an execution has been returned wholly or partly unsatisfied.
 - ~~(7)~~ The applicant or permittee has failed to keep and maintain any records required by the Town or has refused to allow the inspection thereof.
 - ~~(8)~~ The applicant has violated any of the provisions of this article or has failed to comply with any of the requirements stipulated herein.
 - ~~(9)~~ The applicant ceased to operate as a commercial collector, for which a permit was previously issued.
 - ~~(10)~~ The applicant has made a false statement in his permit application.
 - ~~(11)~~ The applicant has been found to have collected material from outside the Town and to have disposed of the same in a public disposal facility within the Town. The suspension or revocation will be in addition to penalties provided by § ~~205-7~~.
 - ~~(12)~~ The circumstances of the applicant have been altered to the extent that the applicant would not be qualified to obtain a permit if the circumstances, as altered, existed at the time the applicant had applied for the permit. Failure of the applicant to notify the Town, in writing, of such an alteration in circumstances shall likewise constitute grounds for revocation or refusal to recommend.
 - ~~(13)~~ The applicant has illegally disposed of hazardous or contaminated waste at a disposal area or at any location within the Town. The suspension or revocation will be in addition to penalties provided by § ~~205-7~~.

- ~~(14)~~ The applicant has been found to have violated any of the posted rules pertaining to safe operation of the Town-owned and/or -maintained public disposal facilities.

~~§205-5. Usage fees.~~

- ~~A.~~ The Town Board shall determine by resolution the fees for self-haulers depositing bulk goods, land-clearing debris, yard waste, construction or demolition debris, and any recyclables.
- ~~B.~~ Self-haulers depositing bulk goods shall pay a flat fee of \$5 per load.
- ~~C.~~ The method and procedure for collection of the fees prescribed by this section shall be established by the Town Board by resolution.
- ~~D.~~ Vehicles which are larger than a pickup truck or a van of one ton's capacity and commercial garbage hauler vehicles and self-haulers depositing bulk goods shall utilize only the North Sea disposal area.
- ~~E.~~ There shall be no fee for the deposit of source-separated recyclables or vegetative yard waste by self-haulers.
- ~~F.~~ Self-haulers depositing land-clearing debris, construction debris or demolition debris shall pay a flat fee of \$25 per cubic yard.

~~§205-6. Removal of surplus fill.~~

- ~~A.~~ When available, surplus fill from the grounds of the sanitary landfill areas may be removed by municipal governing bodies under the following conditions:
- ~~(1)~~ Said fill shall consist of either sand or marl, as determined by the loading machine operator.
 - ~~(2)~~ Said material shall be dug and loaded only by the Town-owned loading machines, operated by disposal area personnel.
 - ~~(3)~~ Persons desiring said fill shall present to disposal area personnel a valid permit issued by the Town Board stipulating the amount of fill permitted to be removed.
 - ~~(4)~~ Said loading machine operator, upon acceptance of the permit, shall load the appropriate vehicle or vehicles provided by the permittee, unless said loading equipment is temporarily inoperative, absent or employed in need elsewhere in the disposal area; there is no guaranty of a specific loading equipment operator.
 - ~~(5)~~ Said vehicle provided by the permittee shall be loaded at the owner's risk, and the Town of Southampton shall not be responsible for any damage to said vehicle resulting from the act of loading fill into the vehicle.
- ~~B.~~ Municipal governing bodies, such as incorporated villages, fire districts and school districts located within the Town of Southampton, may make application for specific

~~amounts of fill without fee. Said application shall be submitted to the Town Board for approval by resolution.~~

~~**§205-7. Penalties for offenses.**~~

~~A violation of any of the provisions of this article shall be deemed a violation and, upon conviction, shall be punishable by a fine of not more than \$1,000 or by imprisonment for not more than 15 days, or both such fine and imprisonment.~~

~~**ARTICLE II. Scavenger Waste**~~

~~**§205-8. Definitions.**~~

~~As used in this article, the following terms shall have the meanings indicated:~~

~~**ALTERATION**~~

~~The repair, modification or replacement of any component of an on-site sewage disposal system.~~

~~**EXCLUDED WASTE**~~

~~The following forms of waste are considered excluded waste:~~

- ~~A. Industrial waste.~~
- ~~B. Automobile oil and other noncooking oil.~~
- ~~C. Drainage from basement floors, footings or roofs.~~
- ~~D. Toxic or hazardous substances and chemicals, including but not limited to pesticides, acids, paints, paint thinner, herbicides, solvents, photographic chemicals and water-softening agents.~~
- ~~E. Cesspool cleaning and drain opening products which are prohibited by Article 39 of the New York Environmental Conservation Law or Suffolk County Local Law No. 12-1980.~~

~~**ON-SITE SEWAGE DISPOSAL SYSTEM**~~

~~A system for the disposal of untreated scavenger waste, such as a septic tank, cesspool, sewage holding tank, marine pump-out holding tank or other similar device, on or near the site of the building or buildings being served.~~

~~**OWNER**~~

~~A natural person, corporation, the State of New York or any authority or subdivision of the state, the United States of America or any department or agency thereof who owns, rents or leases real property.~~

~~**PERSON**~~

~~An individual, association, firm, syndicate, corporation, department, bureau or agency or any entity recognized by law as the subject of rights and duties.~~

~~**SCAVENGER WASTE**~~

Sanitary sewage and domestic sewage wastes which are normally disposed of in an on-site sewage disposal system. Scavenger waste shall not include excluded wastes as defined herein.

SCAVENGER WASTE PLANT

The joint Riverhead/Southampton Scavenger Waste Treatment Plant situate on Riverside Drive, Riverhead.

TOWN

The Town of Southampton, including incorporated villages.

§205-9. On-site sewage disposal systems.

- A. Only scavenger waste shall be discharged into on-site sewage disposal systems in the Town.
- B. The discharge of excluded waste into an on-site sewage disposal system shall be prohibited in the Town.

§205-10. Transportation permit required; fee; rules and regulations.

- A. No person shall engage in the removal of scavenger waste from any on-site septic system in the Town without a valid permit issued by the Town Clerk and the Suffolk County Department of Health Services.
- B. Any applicant for a permit as required by Subsection A of this section shall file a sworn application with the Town Clerk. Said application shall be on a form provided by the Town Clerk and shall contain the name and address of the applicant and the type, model, capacity (in gallons) and registration number of all vehicles to be used. Additionally, such form shall state:
[Amended 7-10-1990 by L.L. No. 19-1990]

"I, _____, being duly sworn, state and depose that I am familiar with the provisions of Chapter 205, Article II, Scavenger Waste, of the Town Code of the Town of Southampton. I will report the address and exact location of all on-site sewage disposal systems pumped by me or my business within the Town of Southampton as required by Chapter 205, Article II. I will comply with all other provisions of Chapter 205, Article II. I am aware that failure to comply will result in the assessment of a penalty of \$250 and/or 15 days' imprisonment for each violation."

- C. The permit fee for the permit required by Subsection A of this section shall be \$250 per vehicle. This fee shall be collected by the Town Clerk before the permit is issued. A permit shall be issued for each vehicle to be utilized by the applicant.
- D. Each person with a permit under the provisions of this section shall file on the last Friday of each month, on a form to be provided by the Town Clerk, a report for each vehicle with the Town Clerk, stating the address, Suffolk County Tax Map number and exact location of each on-site sewage disposal system pumped during the month and shall certify that no excluded waste was disposed of at the joint scavenger waste facility.

- ~~E.~~ All scavenger waste generated within the Town shall be disposed of at the scavenger waste plant.
- ~~F.~~ No excluded waste shall be disposed of at the scavenger waste plant.
- ~~G.~~ The rules for disposal of scavenger waste at the scavenger waste plant shall be promulgated by the Town of Riverhead. The personnel in charge of said facility shall have full authority to implement said rules. Any violation of said rules by a person licensed by the Town of Southampton shall be deemed a violation of this chapter.

~~§205-11. Construction or alteration permit for on-site sewage disposal system; fee.~~

- ~~A.~~ No person shall construct a new on-site sewage disposal system or alter any existing on-site disposal system in the Town without first obtaining a permit from the Town Clerk. Such permit shall state the exact location of the on-site sewage disposal system and the address and Tax Map number of the property where the work is performed in the manner and form specified by the Town Clerk.
- ~~B.~~ The fee charged for such construction permit shall be in an amount prescribed by resolution of the Town Board.

~~§205-12. Construction standards for on-site sewage disposal systems.~~

- ~~A.~~ All new construction of on-site sewage disposal systems in the Town shall conform to Standards for Sewage and Waste Disposal Systems as then established by the Suffolk County Department of Health Services.
- ~~B.~~ All new construction shall be located as prescribed by the Suffolk County Department of Health Services and at a location where pumping can occur without trespassing on lands of another owner an express easement for that purpose over another owner's premises exists.
- ~~C.~~ All on-site sewage disposal systems shall be covered in a manner that permits inspection as provided for herein.

~~§205-13. Inspections.~~

- ~~A.~~ Every five years, or sooner if conditions require, on-site sewage disposal systems shall be inspected by qualified inspectors employed by the Town. A copy of this inspection report shall be provided to the owner. This requirement shall not apply to on-site sewage disposal systems in use on the effective date of this chapter until said systems are altered or pumped. However, nothing herein shall prevent a lawful inspection of an existing on-site sewage disposal system where an inspector has reason to believe that an existing system may be causing actual or potential pollution of groundwater or surface water, contamination of the drinking water supply, nuisance problems or other public health hazards.
- ~~B.~~ The conduct of inspections shall be subject to all applicable laws. Five days' written notice is to be given to the owner that an inspection will be made.
- ~~C.~~ No civil claim shall lie against the Town for any damages resulting from any inspection as authorized herein.

~~D. An inspector may order whatever remedial action is necessary to abate actual or potential pollution of groundwater or surface water, contamination of the drinking water supply, nuisance problems or other public health hazards. The time for compliance shall be specified. Failure to comply with an inspector's order shall be a violation of this article.~~

~~**§205-14. Fees for scavenger waste.**~~

~~The Town Board shall, by resolution, set the fee for the disposing of scavenger waste at the scavenger waste plant at an amount of not less than \$0.015 per gallon. The fee to be paid shall be calculated on full-tank capacity.~~

~~Editor's Note: Current fees are available at the Town offices.~~

~~**§205-15. Penalties for offenses.**~~

~~A. Any violation of this article shall be punishable by a fine of not more than \$1,000 or by imprisonment for a term not to exceed 15 days, or both.~~

~~B. In addition to any other remedy available at law, the Town may seek whatever equitable remedies are available to it to enforce this article.~~

SECTION 3. Amendment.

Town Code Chapter 205 is hereby amended by adding the underlined words as follows:

Chapter 205

Waste Management

§205-1. Applicability.

The rules and regulations of this chapter shall apply to all generators of solid waste located within the Town of Southampton and to all Town disposal areas, including Town waste transfer stations, private garbage and/or recycling transfer stations for which Town waste is transported to, and the Refuse Hauler/Carters performing transportation operations.

§205-2. Definitions.

As used in this article, the following terms shall have the meanings indicated:

BULK GOODS

Solid waste, transported by a self-hauler, which is too large or bulky to be contained in a tied Town garbage bag.

CANS

Containers comprised of aluminum, tin, steel or a combination thereof which contain or formerly contained only food and/or beverage substances.

CARDBOARD

All corrugated cardboard, brown paper, or paperboard commodities normally used for packing, mailing, shipping or containerizing goods, merchandise or other material, but shall not include wax-coated or soiled cardboard.

COLLECTION VEHICLE

Any vehicle licensed by the Town of Southampton Waste Management Division to operate commercially within the Town for the purpose of collecting and transporting garbage, rubbish, ashes, refuse, liquid waste or recyclable material or any other waste material, except hazardous waste, as defined pursuant to regulations promulgated under the New York State Environmental Conservation Law, Article 27, and/or the Federal Resource Conservation Recovery Act (RCRA) of 1976.

COMMERCIAL SELF-HAULER

A small business consisting of home renovation, estate care, or landscaping operating a vehicle utilized by anyone who is not a refuse hauler/carter, or in the business of collecting and transporting solid waste.

GLASS

All clear (flint), green and brown (amber) colored glass containers. "Glass" shall not mean wired glass, crystal, ceramics and plate, window, laminated or mirrored glass.

HAZARDOUS WASTE

- A. A solid waste or a combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics, may:
- (1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
 - (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.
- B. Includes but is not limited to explosives, hazardous radioactive materials, toxic substances and those substances which the administrator of the Federal Environmental Protection Agency has caused to be included in the listing of hazardous waste promulgated by said Agency pursuant to 42 U.S.C.A. § 6921(b).

ILLEGAL DUMPING

Deposition of solid waste and/or recyclables at a location other than a facility legally licensed, permitted, and duly authorized to accept such material.

LAND-CLEARING DEBRIS

Soil, sod, stumps, trees in excess of 3", and chipped vegetative material as a result of the clearing of any property.

METAL

Any of the various opaque, fusible, ductile and typically lustrous substances that are good conductors of electricity and heat, form cations by loss of electrons and yield basic oxides and hydroxides, including any alloys or combinations thereof.

NEWSPAPER

Includes newsprint and all newspaper and newspaper advertisements, supplements, comics and enclosures.

NONRECYCLABLE WASTE

Same as "solid waste."

NONRESIDENTIAL PROPERTY

Those properties not zoned for residences, including, but not limited to, industrial, commercial, and business parcels.

NONRESIDENTIAL SELF-HAULER

Any person engaged in the transporting of solid waste originating from a building or parcel of land with four or more dwelling units or any single business or single industrial use.

PAPER

All high-grade office paper, newspaper, fine paper, bond paper, office paper, xerographic paper, mimeo paper, duplication paper, magazines, paperback books, school paper, catalogs, computer paper and similar cellulosic material, but shall not mean wax paper, plastic- or foil-coated paper, styrofoam, wax-coated food and beverage containers, carbon paper, blueprint paper, food-contaminated paper, soiled paper, cardboard, or brown paper and paper board.

PERMITTED CARTER

Any individual, association, partnership, firm, corporation, not-for-profit organization, or any other person permitted by the Town of Southampton to operate within the Town for the purposes of collection, pick-up, transfer, removal and/or disposal of Solid Waste and/or Recyclables.

PLASTICS

Containers composed of high-density polyethylenes, polyethylene terephthalate or other specific plastics as the Town Board may designate.

REFUSE HAULER/CARTER

Any individual, association, partnership, firm, corporation, not-for-profit organization, or any other person so deemed by the Town to be collection, transfer and/or transportation of garbage, refuse, recyclable material (including, but not limited to scrap metal), construction or demolition debris, or solid waste from premises defined herein as "residential" and "non residential," or who removes solid waste from "residential" and "non residential" premises

which he or she does not own, lease or occupy, whether or not such person is engaged in the business of collecting or removing Solid Waste.

RESIDENTIAL PROPERTY

A property within the Town of Southampton which is zoned to allow not more than three units per lot.

RESIDENTIAL SELF-HAULER

A Town resident and/or renter or guest of same and vehicle utilized in the transporting of solid waste originating from a residence or residential parcel of land within the Town of Southampton having three or fewer dwelling units.

RUBBISH

Nonputrescible solid waste consisting of both combustible and noncombustible wastes, including, but not limited to, nonrecyclable paper, wrappings, cigarettes, wood, wires, glass, bedding, furniture and similar materials which are not designated recyclable materials.

SOLID WASTE

All putrescible and nonputrescible materials or substances discarded or rejected as having served their original intended use or as being spent, useless, worthless or in excess to the owner at the time of such discard or rejection, including garbage, refuse, litter and rubbish, but not including designated recyclable materials or materials to be separated.

TOWN GARBAGE BAG

A plastic bag bearing the logo of the seal of the Town of Southampton, of such size and design as shall be determined by the Town Board, to be used by all self-haulers for the disposal of solid waste.

VEGETATIVE YARD WASTE

That certain material consisting of leaves, brush, and tree limbs less than three inches in diameter, but exclusive of stumps or grass clippings.

WHITE GOODS

Discarded household appliances such as stoves, refrigerators, washing machines and other old metal items.

§205-3. Regulations.

- A. Town Transfer Station Disposal areas shall be open during such hours as the Town Board may designate and amend from time to time by resolution.
- B. The personnel in charge of Town Transfer Station disposal areas shall have full power and authority to direct the manner of deposit of material at different locations within the disposal area that are designated for the deposit of specific types of materials, and anyone using said disposal area shall obey the instructions of said personnel and

- shall deposit the various types of material only in the areas or containers designated for such types of materials.
- C. The Town Transfer Station disposal area personnel shall designate the unloading area at disposal areas by appropriate signs at both ends of said area. No person may deposit materials other than those designated by these signs. No person other than the authorized personnel of the disposal area may go beyond the signs and enter the area reserved for the deposit of this material.
- D. The personnel in charge of each Town Transfer Station disposal area shall be responsible for the directing of movements of traffic within said disposal area, and anyone operating a vehicle within said disposal area shall obey the instructions of said personnel in this regard. No person shall park a vehicle between the signs designating an unloading zone except for the purpose and time required to unload.
- E. The Town disposal areas are maintained by the taxpayers of the Town of Southampton and are provided for the use of the residents of the Town of Southampton only. No material of any sort that is collected or transported from outside the limits of the Town of Southampton shall be deposited in said disposal areas, unless so authorized by Town Board resolution.
- F. It shall be unlawful for any person to deposit any waste, garbage or rubbish of any kind on land of the Town of Southampton outside the areas designated for the deposit of those materials.
- G. No person shall dump, throw, or place in any manner any rubbish, refuse, dirt or any material whatsoever in or upon such Town disposal area nor at any time except that indicated by such sign or signs or directions.
- H. Any oral directions given by any person in charge of any Town disposal area shall take precedence over any sign or displayed directions.
- I. It shall be unlawful for any person to deposit any waste, garbage or rubbish outside the gates of any Town disposal area and/or any Refuse Hauler/Carter premise at any time unless containers for that purpose have been provided and designated.
- J. It shall be unlawful for any person to set fire to any material within a Town disposal area. The Town may, upon receipt of appropriate permits from the New York State Department of Environmental Conservation and the Fire Marshal, conduct controlled burns.
- K. No person shall remove, destroy, alter, deface or otherwise injure any sign or signs placed or erected within any public disposal area except upon and by the direction of the Waste Management Director.
- L. All material transported to a Town disposal area shall be covered and secured so as not to disperse material during transportation of such material.
- M. Residential tires may be deposited at the North Sea Transfer Facility for recycling at a cost posted on the Town's Website pursuant to the Waste Management/Recycling Center Fee Schedule.

- N. No hazardous wastes shall be disposed of at a Town disposal area with the exception of STOP (Stop Throwing Out Pollutants) Day for households hazardous wastes.
- O. It shall be unlawful for any person engaged in the business of collecting garbage and waste within the Town of Southampton to make such collection before 5:00 a.m. or after 5:00 p.m. of any day.
- P. All appliances shall have their doors removed before disposal at a Town disposal area.
- Q. No person shall deposit any animal carcass in or upon any transfer station, except as delivered by the Southampton Town Highway Department.
- R. All vehicles depositing bulk goods, metals, construction, and demolition debris and/or yard waste at the appropriate Town Transfer Stations must utilize the scale house or attendance booth installed at each perspective site and obey the instructions of the personnel in charge. A weight ticket and/or receipt shall be retrieved from the scale house or attendant booth before entering the Transfer Station Deposition Area.
- S. The disposal of land-clearing debris, construction debris or demolition debris by commercial garbage haulers shall be prohibited at any Town disposal area. Construction debris or demolition debris deposited by self-haulers must be separated from any and all other solid waste, trash, rubbish or vegetative yard waste and deposited only at designated areas within such Town disposal area or transfer station, unless otherwise authorized by Town Board resolution.
- T. The Town Board hereby delegates to the Director of Municipal Works the authority to adopt rules to prohibit the disposal of any waste materials, in addition to those materials expressly prohibited by this chapter, where the Director of Municipal Works finds that waste materials would be harmful to the public welfare. Said rules shall be published in the official newspaper of the Town and posted on the Town Clerk's signboard. Said rules shall be effective upon such posting and publishing.
- U. No newspaper and/or paper as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such newspaper/paper is separated from any and all solid waste, trash, rubbish or vegetative yard waste. Such newspaper/paper is to be deposited only at designated areas within such Town disposal area or transfer station. When such newspaper/paper is prepared for disposal by anyone other than the ultimate disposer, such as a carter, it should be securely bundled and tied in packages not exceeding 50 pounds with a rope or cord sufficient in strength to facilitate handling.
- V. No vegetative yard waste, as defined herein, shall be deposited at any Town of Southampton disposal area or Town transfer station unless such vegetative yard waste is separated from any and all solid waste, trash or rubbish. Such vegetative yard waste is to be deposited only at designated areas within such Town disposal area or transfer station, and in no event shall vegetative yard waste include grass clippings.
- W. No white goods as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such white goods are separated from any and all solid waste, trash, rubbish or vegetative yard waste. Such white goods

- are to be deposited only at designated areas within such Town disposal area or transfer station.
- X. No cans as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such cans are separated from any and all solid waste, trash, rubbish, vegetative yard waste, cardboard, metal or paper. Such cans are to be deposited only at co-mingled designated areas within such Town disposal area or transfer station.
- Y. No cardboard as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such cardboard is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cans, glass, metal or non-brown paper. Such cardboard is to be deposited only at designated areas within such Town disposal area or transfer station.
- Z. No glass as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such glass is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cardboard, metal or paper. Such glass is to be deposited only at co-mingled designated areas within such Town disposal area or transfer station.
- AA. No metal as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such metal is separated from any and all solid waste, trash, rubbish, vegetative yard waste, cans, cardboard, glass or paper. Such metal is to be deposited only at designated areas within such Town disposal area or transfer station.
- BB. No plastics as defined herein shall be deposited at any Town of Southampton disposal area or Town transfer station unless such plastics are separated from any and all solid waste, trash, rubbish, vegetative yard waste, cardboard, metal or paper. Such plastics are to be deposited at co-mingled designated areas within such Town disposal area or transfer station.
- CC. All generators of solid waste located within the Town of Southampton, which leave such waste for collection or which deliver such waste to a solid waste facility, shall separate newspaper, vegetative yard waste, white goods, cans, cardboard, glass, metal, paper and plastics from the solid waste stream at the point of waste generation.
- DD. Nonrecyclable waste and Town garbage bags.
- (1) Nonrecyclable waste deposited at any Town disposal area by a self-hauler shall be fully contained in a tied Town garbage bag.
 - (2) Town garbage bags shall be available at designated areas in the Town.
 - (3) The size and design of the Town garbage bag shall be determined by resolution of the Town Board.
 - (4) The fee for each size of the Town garbage bag shall be determined by resolution of the Town Board.
 - (5) No person shall:

- (a) Duplicate or imitate a Town garbage bag.
- (b) Give, sell or issue in any manner a duplicated or imitated Town garbage bag.

§205-4. Regulations; Town Residents/Visitors Utilizing Refuse Haulers/Carters.

- A. In accordance with New York State Source Separation/Recycling Law, (GML §120-aa), every owner or occupier of any residences and/or any refuse hauler/carter servicing these residences must source separate and segregate recyclable or reusable materials from rubbish.
- B. Containers; duty of owners and occupiers of property.
 - 1. Every owner or occupier of any residence within the Town of Southampton shall provide or cause to be provided at all times suitable and sufficient containers for solid waste and recyclables that may accumulate upon said premises.
 - 2. Residential waste containers 32 gallons or less containing solid waste and recyclables shall be watertight, with covers and handles of adequate strength.
 - 3. Corrugated cardboard shall be placed in a container and/or bundled in larger than 18" x 18" stacks, or as approved by the refuse hauler/carter, to prevent littering.
 - 4. All co-mingled recyclables (No. 1, 2 plastics, glass bottles, tin, and metal cans), shall be placed in containers bearing a label provided by the refuse hauler/carter.
- C. Collection of Bulk Items.
 - 1. The owner/occupier of any residence within the Town of Southampton shall arrange for the collection of bulk items such as white goods (refrigerators, washers, stoves, etc.), and other large items incapable of being enclosed in containers, from the refuse hauler/carter. All appliances and furniture items must be secured in such a way so as to avoid any hazard to the public; doors or broken glass shall be secured or removed from any appliance or furniture item prior to its placement curbside.
- D. Collection of Waste – Refuse Haulers/Carters.
 - 1. The Town of Southampton may, from time to time, determine by resolution which items must be source-separated as recyclables. The list of recyclables shall be posted on the Town's website and published in the local newspaper; said list may not be exhaustive.
 - 2. All vehicles used in the collection, transportation and/or disposal of Solid Waste and/or Recyclables shall be maintained in a sanitary condition and shall be constructed to prevent leakage in transit to prevent stormwater runoff contamination. The body of the vehicle shall be wholly enclosed or shall at all times be kept covered with an adequate cover.

3. In the event a collection vehicle is transporting primarily recycling materials, said vehicle may be an open refuse-collection type, provided that said vehicle is fitted with a suitable canvas or other cover to prohibit any material from being discharged while the vehicle is in transit.
4. No debris, litter or the like shall fall upon any highway or street within the Town during the collection process.
5. Vehicles designed or known as "rear loaders," or "rear-load packers," shall be completely enclosed in transit, either by use of the exterior closing door fitted as part of a body style, or by the use of the closing mechanism in those units not having, as a standard or an accessory, a separate exterior door.
6. All accessory doors, including the main loading door, shall be closed during travel on public highways unless the subject vehicle is engaged in the continuous servicing of adjacent structures along said highway.
7. The condition of collection vehicles shall be maintained to industry standards, and shall be kept clean and sanitary.
8. All collection vehicles shall comply with the provisions of this chapter, as well as those regulations set forth by the New York State Department of Motor Vehicles.
9. Collection vehicles shall be subject to inspection at any time by the Town for the purpose of enforcement of this chapter.

§205-5. Regulations; Solid Waste Generated at Commercial and Institutional Operations within the Town.

- A. Containers; duty of owners and occupiers of property.
 1. Every owner or occupier of any building, premises, or place of business within the Town shall provide or cause to be provided at all times suitable and sufficient containers for solid waste and rubbish.
 2. All solid waste and refuse containers shall be designed for such purposes, either of metal, plastic, or other durable material, and shall be securely tied, fastened, closed, or sealed. Such containers shall be emptied or replaced whenever full. Such containers shall be maintained in such a manner so as to prevent dispersal of its contents about the premises or elsewhere.
 3. All private, industrial, institutional, or commercial establishments shall provide suitable recycling containers to prevent the dispersal of its contents about the premises or elsewhere.
- B. Separation of Solid Waste, including recyclable materials.
 1. Owners, occupiers, and refuse haulers/carters of all properties within the Town shall be required to separate recyclable material (paper, cardboard, plastics, metal, and glass), to the maximum extent practicable, from municipal solid waste.

2. Owners, occupiers, and refuse haulers/carters shall separate the following materials from all other solid waste left for collection or transport to a solid waste facility:
 - a. Hazardous wastes;
 - b. Recyclables (paper, cardboard, plastics (1 & 2), metal, glass), or as may be designated by the Town Board;
 - c. Yard waste;
 - d. Construction and demolition debris.

§205-6. Permit required for commercial and/or private waste haulers/carters.

Pursuant to New York State Department of Environmental Conservation (DEC) requirements:

- A. All Commercial haulers/carters must obtain a solid waste collection permit from the Town of Southampton's Division of Waste Management. A fee for such permit shall be set by the Town Board on an annual basis, and all permits shall be issued for the calendar year or such portion thereof. There shall be no reduction in the fee for a permit issued after the beginning of any calendar year.
- B. No person, company, corporation, partnership, or other entity, except as hereinafter provided, shall remove any solid waste, garbage, refuse, recyclable material, or rubbish of any kind from the premises of any person, firm, or corporation, or cart or transport the same through or upon any street, avenue, parkway, or highway within the Town unless such person shall have first obtained a permit from the Town of Southampton Division of Waste Management, as hereinafter provided. In addition, any person, business or carter who works for the Town shall be required to comply with the provisions herein.
- C. Permitted and authorized haulers/carters shall offer collection services for recyclable materials to all residential customers for whom they provide household solid waste collection services.
- D. An application form with information required for a hauler's/carter's permit shall be provided by the Town. The applicant shall complete the form either online and/or in writing; the application shall contain such information as requested by the Town Board but, at a minimum, shall include:
 1. A list of all vehicles, including vehicle license numbers, the applicant intends to utilize for the collection of Solid Waste and Recyclables in the Town of Southampton;
 2. The names and addresses of all partners, limited or otherwise, if the applicant is a partnership, or of all officers and directors and shareholders, if the applicant is a corporation;
 3. The applicant, or any officers of the applicant, shall provide a record of a prior conviction or convictions of any crime for which the applicant pled or was

- found guilty. If the applicant is a corporation, partnership, or other business entity, it shall also provide a record of a prior conviction or convictions of any crime for which it, or any officer thereof, pled or was found guilty.
4. A detailed account of the total estimated weight of refuse and recyclables by type within the last 12 months collected by the applicant within the Town of Southampton;
 5. A copy of the Suffolk County Department of Health Services permit issued to the carter for garbage to be transported in body trucks and their identified disposal locations. Said permit shall include the list of authorized trucks to be operated by the carter.
 6. For non SCDHS permitted vehicles, the carter shall provide a list of vehicles to be used within the Town of Southampton, identifying the following information: make, year, model of chassis, body style, volume, tonnage capacity, color and NYS vehicle registration number for each vehicle used.
 7. All permit applications and annual reports shall require a copy of valid vehicle registrations.
 8. The type of material(s) intended to be hauled by the applicant (i.e., MSW, Recyclables, Construction and Demolition Debris)
- E. The Town of Southampton shall issue the applicant a carter permit so long as the application is deemed complete and the applicant is deemed by the Division of Waste Management to be in compliance with the provisions herein. Applicant shall provide a certified check or credit card payment in the amount of the permit fee as determined by the Town of Southampton. The Division of Waste Management shall issue a plate or tag for each truck used by a permittee hereunder. Such plate or tag shall be securely fastened and displayed at all times in a conspicuous location on each such truck. Failure to display said tag or plate in a conspicuous place on any truck shall be deemed a violation of this section.
- F. The renewal of a hauler/carter permit(s) shall be in the same manner and subject to the same conditions as the issuance of the original hauler/carter permit(s), and shall be subject to any additional requirements in effect at the time an application for renewal is filed.
- G. All collection, transportation and disposal of Solid Waste and Recyclables shall be in strict conformance with the rules and regulations prescribed herein. Said rules and regulations may be amended or supplemented from time to time by the Town Board.
- H. The name of the Carter shall be readily visible on all vehicles and containers utilized for the collection of Solid Waste and/or Recyclables generated within the Town.
- I. Any hauler/carter permit issued pursuant to this chapter shall be a privilege, subject to the terms and conditions set forth herein and as amended or supplemented by the Town, and shall not be deemed to create a property interest therein.

§205-7. Southampton Town Transfer Station usage fees.

- A. The fees for residential self-haulers depositing bulk goods, yard waste, construction or demolition debris, and/or any recyclables at Town Transfer Station facilities shall be determined, and amended from time to time, by Town Board resolution.
- B. Residential self-haulers depositing bulk material, brush less than 3" in diameter, and/or construction and demolition debris, shall pay a fee as determined, and amended from time to time, by Town Board resolution, and as advertised on the Town's website pursuant to the Waste Management/Recycling Center Fee Schedule.

§205-8. Refuse Hauler/Carter Permit Fees.

The fees for Refuse Hauler/Carter permits working within the Town of Southampton shall be determined, and amended from time to time as needed, by Town Board resolution.

§205-9. Penalties for offenses.

- A. In the event of a violation of this chapter, the Town may order compliance and issue a written notice of violation, to be served personally or by certified mail on the violator.
- B. Upon a conviction of a violation, the Town shall have the power to impose a civil penalty, suspend, or revoke a hauler/carter permit granted or renewed pursuant to this chapter for any violation of any provision herein or any applicable rule, regulation, code or ordinance relating to the collection, handling, hauling, or disposal of Solid Waste and/or Recyclables.
- C. An appeal of any of the actions described in (B) above shall be governed by Article II of Town Code Chapter 143 to the Licensing Review Board.
- D. In addition to, or as an alternative to any penalty provided herein or by law, any person who violates §205-6 of this chapter, that is, the section requiring a permit for haulers/carters within the Town, shall be guilty of a violation punishable by a fine not exceeding \$1,500, or imprisonment for a period not to exceed six months, or both for a conviction of a first offense; for a conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$1,500 nor more than \$3,000, or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine of not less than \$3,000 nor more than \$5,000, or imprisonment for a period not to exceed six months, or both. However for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed unclassified misdemeanors, and for such purpose only, all provisions of law relating to misdemeanors shall apply to such violations. Each days continued violation shall constitute a separate additional violation.
- E. In addition to, or as an alternative to any penalty provided herein or by law, any person who violates any other provision(s) of this chapter other than as described in subsection (D) above, shall be guilty of a violation punishable by a fine not exceeding \$500, or imprisonment for a period not to exceed six months, or both for a conviction of a first offense; for a conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$500 nor more than \$1,000, or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense, all of which were

committed within a period of five years, punishable by a fine of not less than \$1,500, or imprisonment for a period not to exceed six months, or both. However for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed unclassified misdemeanors, and for such purpose only, all provisions of law relating to misdemeanors shall apply to such violations. Each days continued violation shall constitute a separate additional violation.

SECTION 4. Authority.

The Town Board hereby amends Town Code Chapter 205 pursuant to General Municipal Law §120-aa, and Municipal Home Rule Law §§10(1)(ii)(a)(11) and (12), as well as §10(1)(ii)(d)(3).

SECTION 5. Severability.

If any section or subsection, paragraph, clause, phrase, or provision of this law shall be judged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

SECTION 6. Effective Date.

After filing with the Secretary of State pursuant to Municipal Home Rule Law, this Local Law shall take effect October 1, 2015.

AND BE IT FURTHER RESOLVED, that the Town Board hereby authorizes and directs the Town Clerk to publish the following Notice of Adoption:

NOTICE OF ADOPTION

TAKE NOTICE, that after public hearings were held by the Town Board of the Town of Southampton on March 10, 2015, and April 14, 2015, the Town Board, at its meeting of April 28, 2015, adopted LOCAL LAW NO. 12 OF 2015, as follows: "A LOCAL LAW amending Town Code Chapter 205 (Landfills, Transfer Stations and Scavenger Waste), by repealing the provisions therein and replacing Chapter 205 in its entirety with a new Chapter 205 entitled, 'Waste Management.' "

Copies of the proposed law, sponsored by Councilwoman Bridget Fleming and Councilman Brad Bender, are on file in the Town Clerk's Office, Monday through Friday, from 8:30 a.m. to 4:00 p.m.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact:
None, see resolution text.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bridget Fleming, Councilwoman
SECONDER: Bradley Bender, Councilman
AYES: Throne-Holst, Bender, Scalera, Fleming, Glinka

**TOWN BOARD RESOLUTION 2015-929**

Item # 7.14

ADOPTED

DOC ID: 23137

**Determination of Solid Waste Collection Permit Fees
Pursuant to Town Code Section 205-8**

WHEREAS, Chapter 205 of the Town Code (Landfills, Transfer Stations and Scavenger Waste) will be replaced by a new Chapter 205 (Waste Management) which will regulate the permitting of refuse haulers/carters within the Town of Southampton; and

WHEREAS, pursuant to Local Law No. 12 of 2015, adopted on April 28, 2015, the new Chapter 205 takes effect on October 1, 2015, and it includes provisions for the Town Board to determine by resolution fees for Solid Waste Collection Permits from time to time as needed by Resolution; and

WHEREAS, it is necessary to determine and impose a fee schedule for the efficient investigation, processing and issuance of such permits upon the effective date of the new Chapter 205; now therefore be it

RESOLVED, that in accordance with section 205-8 of the Code of the Town of Southampton, effective October 1, 2015, the fee to be paid by an applicant for a Solid Waste Collection Permit issued by the Division of Waste Management shall be two hundred fifty dollars (\$250) for the first waste and/or recyclables hauling vehicle, plus twenty-five dollars (\$25) per additional hauling vehicle used by the permit holder in the removal and/or collection of the materials for which a permit is required. A permit issued during calendar year 2015 shall be valid until December 31, 2016. Thereafter, any permit issued shall be valid for the remainder of the calendar year in which it is issued.

Financial Impact:

To be determined based upon applications accepted and fees collected

RESULT: ADOPTED [UNANIMOUS]

MOVER: Bridget Fleming, Councilwoman

SECONDER: Bradley Bender, Councilman

AYES: Throne-Holst, Bender, Scalera, Fleming, Glinka

APPENDIX E

TOWN WASTE CONTRACTS

1. Construction and Demolition Debris – 2017 Town Board Resolution 243 (2017 TBR 243) – Authorize Supervisor to Sign 2017 Extension for Inter Municipal Agreement (IMA) with Town of Brookhaven.
2. Supply PAYT Bags – 2017 TBR 46 and Contract - Authorize the Supervisor to Execute a Contract with Waste Zero, Inc. to Supply and Distribute Garbage Bags to the Town.
3. Comingled Containers –
 - a. November 15, 2018 extension of Town of Islip IMA for Acceptance of Comingled Containers
 - b. 2017 TBR 813 – Authorize the Supervisor to Sign 2017/2018 Extension of IMA with Town of Islip for the acceptance of the Town’s Comingled Containers obtained through its Recycling Program.
4. MSW Waste Executed Contract – Paumanok Environmental – in process of short term extension while the Town can rebid MSW disposal.

**TOWN BOARD RESOLUTION 2017-243**

Item # 7.8

ADOPTED

DOC ID: 26702

Authorize the Supervisor Sign 2017 Extension to Inter Municipal Agreement with Town of Brookhaven

WHEREAS, on March 7, 2016, pursuant to Town Board Resolution No. 2016-154, the Town entered into an Inter Municipal Agreement with the Town of Brookhaven for the disposal of its street sweepings, Construction and Demolition Debris ("C&D") and Recyclables at the landfill complex operated by the Town of Brookhaven (the "Brookhaven Facility"); and

WHEREAS, the agreement expired on December 31, 2016, however, both parties are desirous of continuing this mutual beneficial arrangement on a month-to-month basis, however, the Town requests that Brookhaven handle the Street Sweepings and Construction and Demolition Debris ("C&D") only; and

WHEREAS, the Town of Brookhaven has offered the price of \$18.00 per ton for Street Sweepings and \$55.00 per ton for C & D, and the Town hereby accepts this amount; and

WHEREAS, at the recommendation of the Town's Director of Municipal Work's, the Town of Southampton should enter into an extension with the Town of Brookhaven on a month-to-month basis in an amount not to exceed \$18.00 per ton for Street Sweepings and \$55.00 per ton for C & D; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes the Supervisor to execute an extension to the IMA with the Town of Brookhaven retroactive from December 31, 2016 for the disposal of its Construction and Demolition Debris ("C&D"), at the landfill complex operated by the Town of Brookhaven (the "Brookhaven Facility"), to be prepared by Contracts Compliance; and be it

FURTHER RESOLVED, that the term of this amendment and extension shall be retroactive from December 31, 2016, and shall continue on a month-to-month basis to December 31, 2018 with the option to extend for an additional term of one (1) year if doing so is in the best interest of the Town, either party can cancel this agreement in writing by providing the other party with thirty (30) days written notice; be it

FURTHER RESOLVED, that the amount of this agreement shall not exceed \$18.00 per ton for Street Sweepings and \$55.00 per ton for C & D, and total amounts paid shall not exceed budget allocated in Waste Management-Tipping Fees, G/L # 20-99-8161-20-6458-0000.

Financial Impact:

The fees for such services shall be paid on an as-needed basis, in an amount not to exceed budget from Waste Management - Tipping Fees, G/L # 20-99-8161-20-6458-0000.

RESULT: ADOPTED [UNANIMOUS]**MOVER:** Jay Schneiderman, Supervisor**SECONDER:** John Bouvier, Councilman**AYES:** Schneiderman, Lofstad, Scalera, Bouvier, Glinka



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 01/10/17 01:00 PM
Department: Central Purchasing and Contracts Compliance

Category: Agreements, Contracts, Leases

Prepared By: Allison Mancuso

Initiator: Allison Mancuso

Sponsors: Councilman John Bouvier

DOC ID: 26299

ADOPTED

TOWN BOARD RESOLUTION 2017-46

Authorize the Supervisor to Execute a Contract with Waste Zero, Inc. to Supply and Distribute Garbage Bags to the Town

WHEREAS, on December 13, 2016, by Resolution No. 2016-113, the Town Board of the Town of Southampton authorized and directed the Town Clerk to advertise a public bid to Supply and Distribute Garbage Bags to the Town; and

WHEREAS, one (1) bid was received, opened and read aloud on December 28, 2016; and

WHEREAS, the bid was reviewed by the Department of Municipal Works, Division of Waste Management and it was determined that the prices submitted by Waste Zero, Inc. were compatible to industry standards and therefore they are the lowest responsible bidder in accordance with General Municipal Law Section 103; and

WHEREAS, that based on the recommendation of the Department of Municipal Works, Division of Waste Management that the contract to Supply and Distribute Garbage Bags to the Town for 2017 be awarded to Waste Zero, Inc. in accordance with the prices submitted in their bid; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes the Supervisor to execute a contract with Waste Zero, Inc. to Supply and Distribute Garbage Bags to the Town, this contract shall commence upon the date of a fully executed contract and shall contain an expiration date of The term of this Contract shall be for a period of one (1) year from the date of a fully executed contract. The Town reserves the right to extend this contract for four (4) additional, one (1) year periods, if doing so is in the best interest of the Town. An extension will be granted by formal resolution and extension only; be it

FURTHER RESOLVED, that this contract will be prepared by the Office of Contracts Administration and, per the Town Comptroller, no purchase order shall be issued and no payment shall be made without a fully executed contract being in place, in addition, services shall not be rendered until after a purchase order is prepared. The source of funding for this project shall be Waste Management Recycling Centers - Contracts G/L #20-99-8161-20-6401-0000 in an amount not exceed 2017 budget.

Financial Impact

The source of funding for this project shall be Waste Management Recycling Centers - Contracts G/L #20-99-8161-20-6401-0000 in an amount not exceed 2017 budget.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Stan Glinka, Councilman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Glinka

[Handwritten signature]
5-9-17

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opoc
3/30/17

About WasteZero

Full legal name:	WasteZero, Inc.
Business type:	Corporation
Total number of employees:	89
Number of years in business:	26
Gross sales for last three years:	Privately held; do not disclose sales figures
Principals:	Mark Dancy
Full legal name:	WasteZero, Inc.
Tax ID number:	570936996
NAICS code:	924110 (Waste management program administration) 326111 (Trash bags, plastics film, single wall or multiwall, manufacturing)

Date firm was incorporated: 7/2/1991

MISSION STATEMENT

WasteZero helps municipalities deliver the most effective waste reduction programs in the United States. We provide the expertise, supplies, support services, and financing to ensure that programs are successful, working as a true partner with our customers.

DESCRIPTION

Founded in 1991, WasteZero delivers programs that reduce waste going into landfills and incinerators, improve recycling rates, and generate revenue. We are the nation's leading provider of proven and practical waste reduction programs. We partner with municipalities throughout the US to develop innovative programs and services that reduce the amount of waste deposited into landfills and burned in incinerators, increase recycling, and generate savings and revenue. With more than 800 municipal partners—more than any other company in the US—WasteZero provides best-in-class services that include WasteZero Trash Metering™ programs and Pay-As-You-Throw conversion programs proven to reduce solid waste 44% annually on average. We have not had any contracts cancelled within the last 24 months.

WasteZero manufactures 99% of the supplies that support our programs, including customized plastic trash bags made in the US with the industry's state-of-the-art technology. The WasteZero Retail Store Distribution Program™ offers trash bag warehousing and inventory management, accounting and reporting, and more. WasteZero has offices in North Andover, MA, Raleigh, NC, and Murrells Inlet, SC.

We are a certified Benefit Corporation, recognized two years in a row as "Best for the Environment" for meeting and exceeding exacting business, social, and environmental standards as judged by the independent, non-profit "B Lab".

MANUFACTURING PLANT/FACILITIES

WasteZero Manufacturing Plant
129 Ron Joye Road Hemingway, SC 29554

Machinery/Equipment

All blown film extrusion is made on three-layer co-extrusion lines. Each of our bag lines are from multiple vendors and are able to produce a variety of products, including drawstring, side seal, bottom seal, and star seal bags. Each line has printing capability.

Additionally, WasteZero is equipped to package our products in a variety of ways, including on rolls or in folded form, and we offer a variety of specialty packaging options as well.

Capacity for Production

The WasteZero facility is able to produce approximately 30 million pounds per year of plastic film.

Our Products

Supplies	WasteZero Programs	
	WasteZero Trash Metering	PAYT Conversions
<p>Specialized Bags</p> <ul style="list-style-type: none"> • WasteZero Trash Metering™ • Recycling • Yard waste • Composting <p>Specialized PAYT Tags and Stickers</p> <p>Equipment*</p> <ul style="list-style-type: none"> • Bins • Carts • Recycling containers • Composting units <p>*Equipment is provided only as part of a WasteZero Trash Metering™ program.</p>	<p>Supplies</p> <ul style="list-style-type: none"> • Custom tailored to meet your program needs <p>Program Services</p> <ul style="list-style-type: none"> • Program design • Annual bag pricing recommendations • Program launch planning • Communication (print, web, press) • Local Distribution Centers • Retail Store Distribution™ (of WasteZero Trash Metering™ bags), including: <ul style="list-style-type: none"> – Retail order processing & fulfillment – A/R collections – Logistics – Inventory monitoring and controls • Accounting and reporting for program revenues and costs • Toll-free number support for residents • Municipal web page with resident program information • Support for community education • Support for resident rebate program (if applicable) 	<p>Cash PAYT at Convenience Center/Transfer Station to WasteZero Trash Metering™</p> <p>Tags to WasteZero Trash Metering™</p> <ul style="list-style-type: none"> • Curbside • Transfer Station <p>Variable Rate Carts to WasteZero Trash Metering™</p>

MANUFACTURE OF BAGS

WasteZero makes all of its plastic bags in our 24/7 state-of-the-art manufacturing facility in Hemingway, SC, providing jobs for nearly 70 local residents. We have four bag lines, a best-in-class extrusion process, and highly customized bag-making and printing capabilities.

Finally, we count and code each bag; our secure supply chain starts in manufacturing.

WASTEZERO BAGS

With WasteZero bags, you can count on quality unmatched in the industry. We make our bags with three-ply technology using metallocene, adding more reinforcement, strength, and durability than most available polyethylene bags. All WasteZero bags have recycled content.

Additionally, we manufacture and customize bags exactly to your needs with options that include:

- **Closure types:** Drawstring or twist-tie bags
- **Sizes:** Width, length, and height dimensions created precisely to meet your needs

- **Gauge:** Standard gauge ranges from 1.2 mil to 2.55 mil
- **Colors:** Colors and customized printing for both trash and recycling bags
- **Dispensing options:** Including coreless rolls, interleaved rolls, and fold-flats
- **Packing options:** Including sleeves or chipboard boxes
- **Inserts:** Customized inserts to convey the information, instructions, or images you want
- **Content:** While all WasteZero plastic trash bags contain recycled content (typically 25%) we can adjust that percentage based on customer request. Additionally, we have the capabilities to produce degradable bags.

Southampton, NY's Team

NAME	TITLE	YEARS EXPERIENCE	CONTACT NUMBER
Mark Dancy	President	25 years	843-933-4143
Sales			
Dennis Wise	VP, Sales	20 yrs. municipal service, 5 yrs. with WZ	919-322-1228
Dawn Currie	Manager Pricing and Corporate Accounts	30 years sales, marketing, customer service (17 with WasteZero)	843-299-0351
Carli Blandford	Senior Regional Sales Rep	8 years	843-299-0353
Program Management and Customer Service			
Natalie Howell	Customer Service Manager	24 years in customer service (10 yrs. with WasteZero)	843-933-4128
Aftene Poston	Customer Service Associate	6 yrs. customer service (5 years with WasteZero)	843-933-4130
Deborah Sumpter	Customer Service Associate	5 yrs. total (3 with WasteZero)	843-933-4146
Treva Pressley	Customer Service Associate	5 yrs. customer service (2 with WasteZero)	843-933-4147
Plant Management			
Dan Jones	VP Operations & Plant Manager	34 years of experience plastics industry	843-933-4141

References

WasteZero References				
NAME	TITLE	STATE/TOWN	PHONE	TYPE OF PROGRAM
Bob Knox	Director of Public Works	Malden, MA	781-397-7162	RSD + Accounting
Bob Fiore	Assistant Commissioner, Public Works	Worcester, MA	508-929-1300	RSD
Dave Hickox	DPW Director	Dartmouth, MA	508-999-0740	RSD + Accounting
Will Cronin	Recycling Coordinator	Middletown, RI	401-842-6519	RSD + Accounting
Paul Tilton	Director of Public Works	Sandwich, MA	508-833-8002	RSD + Accounting
Edward Consaul	Director of Public Works	Plantation, FL	954-452-2535	RSD

Quality Control Procedures and Safety Compliance

Our quality control system is based on ISO 9002/2008 principles and requirements.

TESTING

WasteZero engages state-of-the art testing capabilities to ensure that its plastic bags are exactly what we say they are—and exactly what's requested. We test nearly every roll of film we extrude in-house and meet or exceed ASTM International standards (formerly known as the American Society for Testing and Materials, a globally recognized leader in the development and delivery of international voluntary consensus standards), including

- **ASTM D882**, testing tensile, elongation, yield, and modulus gauge instruction
- **ASTM F1306**, testing penetration resistance (or, puncture resistance)
- **ASTM D1894**, examining the co-efficient of friction, specifically providing information on the "openability" of a drawstring or twist tie bag
- **ASTM D2103**, testing film gauge (thickness) properties
- **ASTM D6988**, determining the thickness of plastic film, using dial indicators at the extrusion process

BAG MAKING

During the bag-making process, we check the roll weight every 15 minutes to ensure A) the correct number of bags per roll and B) correct gauge.

BAG PACKING

During the bag-packing process, we record every case weight to ensure that the correct number of bags is packed into the case. We also re-check gauge at this juncture as well.

SAFETY

WasteZero strives to continuously improve its safety and environmental performance and have clear policy objectives in place.

- Developing and improving programs and procedures to assure compliance with all applicable laws that personnel are properly trained and provided with appropriate safety and emergency equipment and regulations
- Ensuring
- Taking appropriate action to correct hazards or conditions that endanger health, safety or the environment
- Considering safety and environmental factors in all operating decisions including planning and acquisition
- Using energy efficiently throughout our operations
- Encouraging personal accountability and emphasizing compliance with standards and conformance with Company policies, as well as best management practices during employee training and performance reviews
- Monitoring our progress through periodic evaluations

WasteZero complies with all OSHA-directed policies and regulations as they apply to accident investigation. Additionally, Waste Zero has a written program that complies with OSHA standards for hazardous chemicals.

SAFETY RECORD AND DOCUMENTATION

- WasteZero is in compliance with all applicable federal, state, and local health, environmental and safety laws, standard codes, and ordinances.
- We are able to supply written safety programs (via our company Environmental, Safety, and Health Manual) training, records, and permits.

WasteZero, Inc. is confident they can supply product to meet your needs

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

**INVITATION TO BID
TO SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR THE
TOWN OF SOUTHAMPTON'S PAY-PER-BAG PROGRAM**

**SEALED BIDS DUE IN TOWN CLERK'S OFFICE,
116 HAMPTON ROAD, SOUTHAMPTON
ON OR BEFORE 2:00 PM ON December 28, 2016**

TABLE OF CONTENTS

All proposal pages (PF), GML and Bidders Qualifications which are indicated by being green in color or containing a watermark on the side of the page require the vendor's information.

NOTICE TO BIDDERS	3
INSTRUCTIONS TO BIDDERS	4 - 8
SPECIFICATIONS	9 -13
PROPOSAL FORM	14 -17
GENERAL MUNICIPAL LAW	18 -19
INSURANCE CERTIFICATION.....	20
CONTRACTED ENTITY CERTIFICATION STATEMENT	21
BIDDERS QUALIFICATIONS	22 - 25
GENERAL CONTRACT PROVISIONS.....	26 - 35
AGREEMENT	36 - 37

RESOLVED, as per the request of Waste Management, that the Town Clerk be and hereby is authorized and directed to advertise for public bid as per the following:

NOTICE TO BIDDERS

TAKE NOTICE, that sealed bids will be received by the Town Clerk, Southampton Town Hall, on December 28, 2016 at 2:00 pm, prevailing time, when they will be publicly opened and read aloud for:

SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR PAY PER BAG PROGRAM

Specifications are available beginning on Thursday, December 22, 2016 at 8:30 a.m. online at <http://bids.southamptontownny.gov/Default.aspx> or in person at the Town Clerk's Office, 116 Hampton Road, Southampton between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, (except Holidays). These specifications have met with the approval of Central Purchasing and Contracts Compliance.

Each proposal must be submitted in a sealed envelope clearly marked "**Supply and Distribute Garbage Bags for Pay Per Bag Program.**" Bidders must comply with all Federal, State, and local laws.

The Town Board of the Town of Southampton reserves the right to waive any informalities in bids received, and/or reject any or all bids.

**BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK**

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bid

The Town of Southampton invites proposals for the Contract for **SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR THE TOWN OF SOUTHAMPTON'S PAY-PER-BAG PROGRAM** to the Town will be publicly read at the time, date and place indicated in the Notice to Bidders.

2. Form, Preparation and Presentation of Proposal

Bidders should return the *entire bid package*, with the information requested on the green pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "**SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR THE TOWN OF SOUTHAMPTON'S PAY-PER-BAG PROGRAM.**"

Bidders must provide **ALL INFORMATION** requested on the **WATERMARKED PAGES.**

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered
- General Municipal Law forms must be signed
- Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.
- In the event your bid is submitted untimely, in accordance with the instructions herein, the Town's procurement policy, and the relevant sections of New York State General Municipal Law, your purported bid will be considered untimely and will not be considered as part of the Bid process.

3. Rejection of Bids

(a) The Town Board reserves the right to reject any bid if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

(b) The Town Board reserves the right to reject any and all bids in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. Pricing shall not be withdrawn for a period of forty-five (45) days after being publicly opened and read.

4. Method of Award

The Town of Southampton reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the Town deems to be in the best interest of the Town of Southampton and its constituents.

5. Insurance Required By The Town of Southampton

The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. Endorsement must evidence Town as additional insured.

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

6. Term of Contract

The bidder, when submitting his/her bid, must be prepared to supply the specified items not later than ten (10) days after signing the Contract unless the Town shall authorize a delay.

The term of this Contract shall be for a period of one (1) year from the date of a fully executed contract. The Town reserves the right to extend this contract for four (4) additional, one (1) year periods, if doing so is in the best interest of the Town. An extension will be granted by formal resolution and extension only.

The Town will consider a request for unit prices adjustments at the time of each contract extension only, in an amount not to exceed five (5) percent, upon provision of documentation satisfactory to the Town supporting any requested price increase; however, the Town shall be under no obligation to grant unit price adjustments.

7. Purchase Order

Contractor shall not commence, nor will they be compensated for, any services performed prior to the Contractor submittal of a numbered Southampton Town Purchase Order. The Contractor is to obtain the numbered purchase order from the Town Official responsible for Administration of the Project.

8. Method of Payment

Upon delivery of items, the selected vendor(s) shall present an invoice to the Department for whom the items were provided.

9. General Contract Provisions

Attached to this bid package are general contract provisions. By submitting a bid, the bidder accepts these contract provisions, which shall take full force and effect upon signing of the document.

This entire bid package, composed of the Title Page, Table of Contents, Notice to Bidders, Instructions to Bidders, Specifications, Proposal Forms, General Municipal Law, Bidder's Qualifications, General Contract Provisions, and Agreement shall comprise the complete contract.

10. Right to Purchase

The Town reserves the right to purchase from other sources any style, type or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing

installation. The decision of the Purchasing Agent to purchase such items from other sources shall be final.

11. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Town of Southampton receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Town of Southampton will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Town of Southampton shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Town of Southampton reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

12. Extension of Contract to Political Subdivisions

The bidder agrees that by submitting a successful bid, any political subdivision to any other governmental entities will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; where authorized under law provided, however; that any political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as participants of the contract. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Southampton and the vendor.

13. Minority And Women Business Enterprises

The selected bidder will be required to make a good faith effort to subcontract 30% Minority and Women's Business Enterprise Participation, 15% Minority Business Enterprise Participation, 15% Women's Business Enterprise Participation.

Notwithstanding the foregoing goals, should the State of New York change such goals, contractors and their subcontractors (at all tiers) shall continuously make good-faith efforts to achieve the M/WBE goals in effect at any given time during the performance of the contract and their contract(s), respectively.

SPECIFICATIONS

CONTRACT TO SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR THE TOWN OF SOUTHAMPTON'S PAY-PER-BAG PROGRAM

1. GENERAL:

This specification details the requirements to supply low linear density plastic bags for use in the Town of Southampton Pay-Per-Bag Solid Waste Disposal Program:

2. MATERIALS:

The bags shall come in two sizes, a 13 gallon holding capacity bag (24" x 28"), and a 33 gallon holding capacity bag (33" x 35"). Bags shall be a draw-tape/draw-string type bag closure method.

- a. All bags shall be manufactured from 1.5 mil 3-Ply CO-EXTRUDED low-density polyethylene. The bags shall be of "Industrial" or "Commercial" grades. The bags shall be manufactured from premium grade polyethylene resin and include a minimum of 20% of post consumer recycled material. "Post-Consumer Recycled Material" means any by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from and commonly reused within an original manufacturing process. All polyethylene bags shall be free from visible defects. The bags shall be uniformly free from pinholes, tears, creases, cuts, wrinkles, or extraneous matter which might impair their function or use. Seam strength shall conform to the tensile strength for the specific classification. Each sleeve, containing either size bag, must contain 5 bags with drawstrings. The bags, in their packaging, will be placed in suitable sized cartons with sufficient strength to minimize breakage and to enable the handling of a carton by one person with relative ease. The cartons will be palletized at the point of manufacture for shipping to the storage facility and for proper placement of the product in storage.

****NOTE:** Please be advised that bag dimensions are for bidding purposes only. Bags are required to be a minimum 13 gallon and 33 gallon option, if bidder can provide a bag within a tolerance of 2" in either direction.

Bag Color – The bags shall be low opacity, translucent with a mint green color. The Town reserves the right to change the color to another specialty color at its option.

b. PRINTING:

The bag shall be printed with the information the Town deems necessary in one color (black). Artwork sample will be included with the order. Printing on sleeve shall be no smaller than 0.5" high letters, no larger than 1" high letters. Font shall be Times New Roman in all capital letters. Each Bag shall have the Town's following verbiage in a continuous manner (not split by the inter-bag seam). The following verbiage shall be considered for printing for bidding purposes but may change slightly at time of order.

"TOWN OF SOUTHAMPTON RECYCLES –

GREEN BAGS SHALL CONTAIN ITEMS THAT CANNOT BE RECYCLED

**FOOD DEBRIS
STYROFOAM
DIRTY PAPER PRODUCTS
WAXED CONTAINERS**

**PLEASE RECYCLE YOUR MIXED PAPER, CORRUGATED
CARDBOARD CANS, GLASS BOTTLES AND PLASTIC BOTTLES
(TYPE 1 & 2)**

c. PACKAGING:

The bags shall be packaged in plastic packaging that shall allow for insertion into a vending machine. The container shall be of adequate strength to ensure its integrity during handling and shall hold five (5) draw tape bags. The Town reserves the right to modify the packaging within reason, as it deems necessary to best serve the interests of the Town, at no additional cost to the Town. The packages of bags shall be shipped in cardboard boxes. A UPC bar code must be provided on the sleeve.

Each sleeve shall include a ½ page insert with the following verbiage:

Town of Southampton – Recycles
The Town of Southampton operates 4 Transfer Facilities located as follows:

North Sea – 1370 Majors Path, Southampton (in addition to green bags and recyclables, also accepts bulk, waste oil, construction and demolition, yard waste, metal and E-waste.

Hampton Bays – 30 Jackson Avenue, Hampton Bays (in addition to green bags and recyclables, also accepts bulk, yard waste, waste oil, metal, and E-waste)

Westhampton – 66 Old Country Rd., Westhampton – accepts green bags, recyclables, waste oil and leaves.

Sag Harbor – 1404 Sag Bridgehampton Turnpike, Sag Harbor – accepts green bags recyclables and waste oil.

**ANY QUESTIONS OR COMMENTS PLEASE CALL
WASTE MANAGEMENT AT
631-283-5210**

d. SAMPLES:

Three sample bags (any color) of each size shall be supplied with the bid proposal. Three samples of the proposed packaging shall also be provided.

e. OTHER REQUIREMENTS:

Each size bag shall be manufactured with a flat-sealed bottom.

f. ENGINEERING TESTS:

The Vendor shall be prepared to provide evidence that the bags meet the engineering specifications detailed in this bid package.

g. QUANTITIES ORDERED BY TOWN/BILLING:

The minimum order by the Town from the Vendor shall be 50,000 bags of any size bag ordered. All prices provided shall be based on a minimum order of this size of each bags specified. Vendor shall invoice the Town for the cost of manufacture of the bags and the cost of shipment of the order to the Local Storage Location only (See next section).

3. DISTRIBUTION/BILLING/REPORTING SPECIFICATIONS:

This specification details the requirements for the distribution of Town Bags to the Town's approved Point of Sale (POS) merchants, billing of merchants, and required reporting to the Town.

a. LOCAL STORAGE LOCATION:

The vendor shall provide a suitable secure Local Storage Location, acceptable to the Town of Southampton, to receive and store bags ordered

by the Town, for future delivery to local stores acting as the POS merchants of the bags. The Local Storage Location must provide a dry and suitable atmosphere for storage of the bags, to prevent deterioration of the bags or the cases in which the bags are shipped, and to prevent mold and mildew from forming on stored products. Cases shall be kept on pallets, and shall be stored in a manner suitable to prevent crushing of the individual cases and to maintain the cases in good condition at all times.

b. DISTRIBUTION:

The vendor shall be responsible for distribution of the Bags to POS merchants. The Town shall provide vendor with a listing of approved POS merchants and the amount of credit to be extended to each POS merchant. It shall be the sole responsibility of the vendor to ensure that each POS merchant's credit limit is not exceeded. Should a POS merchant place an order that, standing alone or in conjunction with other orders, would cause it to exceed its Town-approved line of credit, the vendor shall be required to notify the Town and receive written authorization from the Town prior to satisfying the order (s).

The vendor shall provide a fax and voice contact number that POS merchants may contact to place an order for bags. The vendor and/or its subcontractor must deliver the quantity of bags ordered by any POS merchant within 48 hours of receipt of said order, unless the order is placed on a Friday. Orders received on Friday must be filled no later than the following Tuesday.

c. BILLING OF POINT OF SALE (POS) MERCHANTS/PAYMENTS TO THE TOWN:

The vendor shall invoice the POS merchants on a monthly basis, and establish a strict payment policy to ensure all accounts remain current. The vendor shall provide to the Town Comptroller on a monthly basis a report documenting information related to the distribution of bags to POS merchants, including but not limited to the following information:

- i. Orders received from POS merchants;
- ii. Orders shipped to POS merchants; and
- iii. Payments received from POS merchants.

The Vendor shall issue payment to the Town on a monthly basis reflecting the following:

- Total amount received from POS merchants for quantities sold;
- MINUS the agreed-upon contract price for provision of storage, distribution, and billing services.

d. RECORD KEEPING/REPORTING REQUIREMENTS:

The vendor shall be responsible for maintaining accurate records on all data relevant to the contract, including but not limited to: quantities manufactured, quantities held in the Local Storage Location, quantities delivered to POS merchants, payments received from POS merchants, aged accounts receivable, and payments made to the Town. This information shall be provided to the Town of Southampton on a quarterly basis, in a form acceptable to the Town.

4. CONTRACT TERM:

The term of the contract shall be from the date of execution of the contract by the Supervisor or her designee through December 31, 2017. The Town reserves the right to extend this contract for four (4) additional, one (1) year periods, if doing so is in the best interest of the Town. An extension will be granted by formal resolution and extension only.

The Town will consider a request for unit prices adjustments at the time of each contract extension only, in an amount not to exceed five (5) percent, upon provision of documentation satisfactory to the Town supporting any requested price increase; however, the Town shall be under no obligation to grant unit price adjustments.

PROPOSAL FORM

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

**CONTRACT TO SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR THE
TOWN OF SOUTHAMPTON'S PAY-PER-BAG PROGRAM**

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED THE ATTACHED
CONTRACT DOCUMENTS AND WILL SUPPLY AND DELIVER ALL SPECIFIED
ITEMS FOR THE TOWN OF SOUTHAMPTON IN ACCORDANCE WITH THE
FOLLOWING PRICES:

Vendor Form - this page requires vendor's information

PROPOSAL FORM

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

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Vendor Form – this page requires vendor's information

TOWN OF SOUTHAMPTON

**PROPOSAL FORM TO SUPPLY AND DISTRIBUTE GARBAGE BAGS FOR THE
TOWN OF SOUTHAMPTON'S PAY-PER-BAG PROGRAM**

Item	Unit	Price (in Figures)	Price (in words)
BAG SIZE – 13 gallon capacity Printed with Town required information	Per 1,000 bags	\$101.07	One Hundred One Dollars and Seven Cents
BAG SIZE -33 gallon capacity Printed with Town-required information	Per 1,000 bags	\$193.55	One Hundred Ninety Three Dollars and Fifty Five Cents
LOCAL STORAGE LOCATION COST FOR BAGS – 13 GALLON	Per 1,000 bags	\$5.12	Five Dollars and Twelve Cents
LOCAL STORAGE LOCATION COST FOR BAGS – 33 GALLON	Per 1,000 bags	\$9.81	Nine Dollars and Eighty One Cents
DISTRIBUTION SERVICES To POS Merchants For bags – 13 gallon	Per 1,000 bags	\$31.01	Thirty One Dollars and One Cents
DISTRIBUTION SERVICES To POS Merchants For bags – 33 gallon	Per 1,000 bags	\$59.39	Fifty Nine Dollars and Thirty Nine Cents
BILLING SERVICES* To POS Merchants (*include cost of all reporting requirements) For bags - 13 gallon	Per 1,000 bags	\$1.25	One Dollar and Twenty Five Cents
BILLING SERVICES* To POS Merchants (*include cost of all reporting requirements) For bags – 33 gallon	Per 1,000 bags	\$2.39	Two Dollars and Thirty Nine Cents

Total Extended Bid: \$403.59

Specify Name and/or Location of Proposed Local Storage Location:

Sulco, MA or Regency MA

The Town reserves the right to reject any and all bids.

Vendor Form – this page requires vendor's information

Bidder/Proposers Information:

The following information must be filled out in its entirety.

Name: Mr. Dennis Wise, VP Sales (include title Mr. Mrs., Miss)

Business Name: WasteZero, Inc.
(Please list the title of your entity ex: LLC, Inc., Corp., etc.)

Address: 8540 Colonnade Center Dr, Suite 210
Raleigh, NC 27615
(Specify if business or residential)

Phone: 919-322-1228 Fax: 919-322-1205

Cell # 919-796-9221

Email Address: dwise@wastezero.com

Presidents Name: Mark A. Dancy

Tax Id# 57-0936996

Vendor Form – this page requires vendor's information

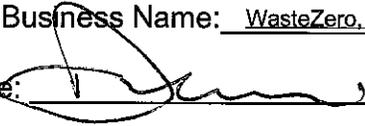
RESERVATION OF RIGHTS

The Town Board of the Town of Southampton reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this Contract to the lowest qualified bidder, to waive any informalities in bids received, and to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternative total bid. Such total bid or alternative total bid are for the purpose of guidance in awarding the Contract only. Fee payment to the Town shall be on the basis of actual work done at the amounts quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required.

Bidder's Business Name: WasteZero, Inc.

Signature:  _____

Print Name: Dennis Wise

Title: VP, Sales

Date: 12-27-16

NOTE: By signing and submitting this bid for consideration by the Town of Southampton the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

Vendor Form – this page requires vendor's information

GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

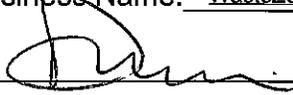
Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- a) 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 contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) 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.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name: WasteZero, Inc

Signed by:  _____

Title: VP, Sales

Date: 12-27-16

Vendor Form - this page requires vendor's information

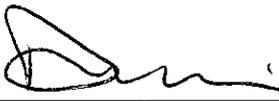
GENERAL MUNICIPAL LAW - 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: 

Title: VP. Sales

Date: 12-26-16

Affix corporate seal if contractor is a corporation.

Vendor Form - this page requires vendor's information

Insurance Certification

Your insurance representative and your company's representative must complete the form below in order to be considered for the award of this bid. Please note that a certificate of insurance must be present when entering into a contract.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid package and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Are you an agent for the companies providing the coverage? Yes xxx No

Date: 12-26-16 Workers' Comp: Accident Fund Insurance Co.

Insurance Company/Brokerage: General Liability - Zurich American Insurance Co.

Mailing Address: 4700 Falls of the Neuse, Suite 320, Raleigh, NC

Phone: 919-844-0640 Fax No.: 919-844-5669

Email: cduke@scottins.com

Agent Name: Chad Duke Sign: Chad Duke by [Signature]

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, Town of Southampton may reject my bid and award to the next lowest bidder.

Firm Name: WasteZero, Inc

Address: 8540 Colonnade Center Dr. Suite 210

Raleigh, NC 27615

Date: 12-27-16 [Signature]

Bidder's Signature

Vendor Form - this page requires vendor's information

CONTRACTED ENTITY CERTIFICATION STATEMENT

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of The Town of Southampton Stormwater Management Program and agree to implement any corrective actions identified by the Town of Southampton or authorized representative. I also understand that the Town of Southampton must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from Municipal Separate Storm Sewer Systems ("MS4s") and that it is unlawful for any person to directly or indirectly cause or contribute to violation of water quality standards. Further, I understand that any non-compliance by the Town of Southampton will not diminish, eliminate, or lessen my own liability".

WasteZero, Inc

VENDOR NAME

BY: 

VP, Sales

TITLE

DATE: 12-27-16

Vendor Form – this page requires vendor's information

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Binghamton, NY

Michael Dervay (607-722-7025)

Worcester, MA

Bob Fiore (508-929-1300)

State of Massachusetts

Lalana Gunaratne (617-720-3300)

Amount of Contract:

Date Completed:

1.5 Million Bags/Year

On-Going

5 Million Bags/Year

On-Going

25 Million Bags/Year

On-Going

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No NO

2. Have you ever defaulted on a contract? Yes/No NO If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No NO

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No NO If yes, state name and reason:

5. In what other lines of business are you financially interested?

N/A

6. Who will personally supervise this contract?

Name and Phone Number

Title

Carli Blandford

Sr. Municipal Account Manager

Email Address: cblandford@wastezero.com

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No Yes

8. Provide names and phone numbers of local (Long Island) government references:

Southold, NY James Bunchuck 631-734-7685

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: Carli Blandford (843-299-0353)

Night: Mark Dancy (843-655-6674)

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

Two 3-ply extruders, four bag lines with in-line printing and packaging capabilities. WasteZero, Inc. owns all

of the necessary equipment to produce product for the Town of Southampton

11. Successful Bidder shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

Mark A. Dancy, President - 11943 Grandhaven Dr., Unit A-1

John Campbell, Chairman - 8540 Colonnade Center Dr., Suite 210, Raleigh, NC 27615

Ann Campbell, Advisor - 8540 Colonnade Center Dr., Suite 210, Raleigh, NC 27615

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, Dennis Wise the *(applicant herein),
(an officer or agent of the corporate applicant) namely its VP Sales, (list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
<u>Mark A. Dancy</u>	<u>11943 Grandhaven Dr. Unit A-1, Murrells Inlet, SC 29576</u>	<u>6-29-66</u>
<u>John Campbell</u>	<u>8540 Colonnade Center Dr, Suite 210, Raleigh, NC 27615</u>	<u>10-25-65</u>
<u>Ann Campbell</u>	<u>8540 Colonnade Center Dr, Suite 210, Raleigh, NC 27615</u>	<u>11-12-62</u>

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

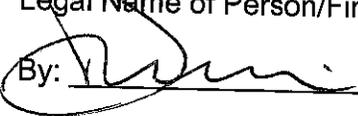
2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

WasteZero, Inc

Legal Name of Person/Firm/Corporation

By: 

Tax Id# 57-0936996

Vendor Form - this page requires vendor's information

GENERAL CONTRACT PROVISIONS

THIS AGREEMENT, made this 15th day of May, 2017, by and between the Town of Southampton, a municipal corporation having its principal office and place of business at 116 Hampton Road, Southampton, New York 11968 ("Town") and Waste Zero, Inc. 8540 Colonnade Center Drive, Suite 210 Raleigh, NC 27616 ("Vendor").

1. The Town will not make any advance payments to Vendor for the goods to be provided under the Contract.
2. Contractor agrees to procure and maintain, until final acceptance by the Town of the services covered by this Contract, insurance of the kinds and in the amounts hereafter provided, by insurance companies acceptable to the Town and authorized to do business in the State of New York, covering all operations performed by it. Upon signing this Contract, Contractor shall furnish to the Town Clerk of the Town of Southampton a certificate or certificates, showing that it has complied with this article. This Contract will not be approved by the Town if a certificate is not present. It is further stipulated that the Town Clerk of the Town of Southampton shall be given at least THIRTY (30) days Notice of Cancellation of said coverage which shall be remitted to the Town Clerk at 116 Hampton Road, Southampton, New York, 11968. If, during the term of this Contract, coverage, as evidenced in a certificate should expire, it is the obligation of Contractor to provide to the Town a valid certificate reflecting the new policy dates. If, during the term of the Contract, coverage, as evidenced in a certificate should expire, payments may be withheld by the Town until Contractor submits a new certificate reflecting the new policy dates. No remedies available to the Town in this provision are in lieu of any other remedies the Town may elect to exercise under other terms of this Contract.
3. Town may suspend or terminate this Contract unless Contractor maintains in full force and effect, the types and amounts of insurance listed below:
 - A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
 - B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
 - C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The endorsement page should also be provided which shall evidence the "additional insured".

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

4. The Contractor accepts full responsibility for the payment of premiums of all insurance, as well as for any other taxes or payroll deductions required by law for Contractor or Contractor's employees who are performing services pursuant to this Contract.
5. The Contractor shall give prompt written notice of an accident or claim to the Town as well as to its insurer. Such notice must be given within ten (10) days of the accident or claim.
6. Vendor, its employees, agents, and those of any subcontractors are not deemed to be employees of the Town in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the Town. Vendor further agrees that it will not make any claim, demand or application to the Town for any right or privilege applicable to an officer or employee of the Town, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
7. It is understood that the Vendor is an independent contractor in respect to its performance under this Contract, and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Vendor or its material. Vendor agrees to indemnify, defend, and hold harmless the Town, its agents and employees for or on account of any damages or losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including negligence, willful misconduct, gross negligence, violations of law or breach of this Contract, brought or recovered against it by reason of any omission or act of Vendor, its agents, employees, subcontractors, or any other Person acting on Vendor's behalf or under its direction and/or supervision, in the performance of this Contract or through the use of the material provided pursuant to this Contract, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of Vendor in fulfilling the terms of this Contract. The Town may retain such monies from the amount due Vendor as may be necessary to satisfy any claims for damages, costs and the like, which is asserted against the Town.
8. In the event that Vendor determines it shall be necessary to subcontract any portion of this Contract not already disclosed to the Town, the name(s) and qualifications of any subcontractor(s) shall be submitted in advance for approval by the Town.
9. Vendor agrees that it shall accept full responsibility for the performance of any subcontractors. All provisions of this Contract apply equally to any

subcontractors. The Vendor agrees to indemnify the Town as to the subcontractors in this Contract and will assure that the Town is protected from any liability that may occur as a result of the subcontractor's performance under this Contract.

10. This Contract shall be deemed personal and non-assignable by either party. Furthermore, this Contract is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue or claim any right under this Contract.
11. Vendor agrees that this Contract shall not be pledged, hypothecated or used as security for a loan.
12. If any term, provision, or portion of any provision of this Contract shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Contract shall be deemed to remain valid and shall be enforced to the fullest extent permitted by Law.
13. All services required under this Contract shall be performed in accordance with standard practices for the industry and in compliance with all applicable Federal, State, and local laws, regulations, and legal policies, as well as any other standard practices that the Town may from time to time direct Vendor to follow. The Town reserves the right to monitor performance and work, and to issue directives to ensure that all requirements referred above are met.
14. Any waiver by the Town of any term, condition, covenant and/or provision of this Contract shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Contract. Moreover, a failure by the Town to assert any right or privilege, shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.
15. This Contract shall be construed pursuant to the laws of the State of New York.
16. The venue of any action at law or in equity commenced by the Vendor against the Town arising out of the contract, shall be in Suffolk County, or in the Federal District Court having geographic jurisdiction over the area where the Town is located.
17. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Vendor consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon actual receipt of process or upon Town's receipt of the return

thereof by the United States Postal Service as refused or undeliverable. The Vendor must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. The Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. The Vendor agrees to waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if the provisions of paragraphs 16 and 17 in this Contract are complied with.
19. The Vendor agrees that this Contract may be presented in court as conclusive evidence of the foregoing.
20. Unless otherwise provided, this Contract may be amended or modified only by a written agreement signed by both the Vendor and the Town and approved by the Office of Contracts Administration.
21. Failure by the Vendor to provide the Town with any documents, data or other materials required by this Contract, shall be cause for, termination of this Contract, and for withholding all further payments due under this Contract.
22. The Vendor shall maintain all books, documents, papers, and other evidence (hereafter called "Records") directly pertinent to the performance of work under this Contract in accordance with generally acceptable accounting principles and practices consistently applied. The Town, the State Comptroller, the State Attorney General, and the State Department of Labor, or any of their authorized representatives shall have access to all such Records for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Town or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Vendor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Vendor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation. If an audit conducted pursuant to this paragraph shall reveal that Town has been overcharged, Town shall have the right to recover any such overpayments made to Vendor upon at least thirty (30) days'

notice to Vendor which notice shall include an analysis of the overpayments and the documentation upon which it is based. However, the right to recover overpayments shall not be construed as liquidated damages or as a limitation on any other rights or remedies that Town may have under this Agreement.

23. This Contract may be cancelled or terminated by the Town, and all monies due, or to become due hereunder may be forfeited, if the Vendor shall knowingly employ either directly or indirectly, in any capacity, any person who at the time of such employment is also an employee of the Town.
24. If the Town finds after notice and hearing that the Vendor or any of Vendor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Town in an attempt to secure a contract or favorable treatment in awarding or making any determinations related to the performance of this Contract, such action shall be deemed a breach of Contract. In the case of such a breach, the Town may, by written notice to Vendor, terminate this Contract and may also pursue other rights and remedies that the law or this Contract provides.
25. Vendor warrants that it has not employed or retained any company or Person, other than a bona fide employee working for the Vendor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or Person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability, or, at its discretion, to deduct from payments and this Contract or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. Vendor agrees that any and all data, analyses, materials or other information oral or written, made available to Vendor with respect to this Contract, and any and all data, analyses, materials, reports or other information, oral or written, prepared by Vendor with respect to this Contract shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by Vendor at any time for any purpose whatsoever other than to Persons or agencies as shall be designated by the Town.
27. The Town shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.
28. Vendor warrants under penalty of perjury that its bid was arrived at independently and without collusion aimed at restricting competition.

29. To the best of Vendor's knowledge and belief, Vendor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that Vendor has disclosed all such relevant information to the Town. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to Vendor or impair or appear to impair the Vendor's objectivity in performing the work for the Town.
30. Vendor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, Vendor will immediately make a full disclosure in writing to the Town. This disclosure shall include a description of actions which Vendor has taken or proposes to take, after consultation with the Town, to avoid, mitigate, or minimize the actual or potential conflict.
31. The Town may terminate this Contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure or information. If Vendor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Town, the Town may terminate the Contract, or pursue such other remedies as may be permitted by the applicable provisions of this Contract regarding termination.
32. In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to employee personnel performing under this Contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract. Vendor agrees to notify the Town immediately of any actual, apparent or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information regarding this Contract, as soon as Vendor becomes aware of such conflict. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Town will notify Vendor of the appropriate action to be taken.
33. To the extent that the work under this Contract requires access to proprietary or confidential business or financial data of other companies, and as such data remains proprietary or confidential, Vendor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

34. To the extent that State or Federal funds are provided to Vendor or used in paying Vendor under this Contract, Vendor agrees that it will comply with all applicable State and federal laws and regulations, including but not limited to those laws and regulations under which the State or Federal funds were authorized. Vendor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph.
35. Vendor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State, and/or local laws, ordinances, rules, regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Vendor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity; Vendor shall remain primarily responsible for compliance hereunder.
36. Vendor expressly agrees to comply with the Americans with Disabilities (ADA) Act of 1990.
37. Prior to the commencement of any work under this Contract, Vendor is required to meet all legal requirements necessary in the performance of the Contract. It is Vendor's responsibility to obtain any necessary permits, or other authorizations. The Vendor shall also be required to comply with all applicable federal, state and local laws and regulations relating to or delegated in connection with the same, as well as any and all federal, state and local environmental, health, transportation, safety and other laws, ordinances and regulations, which are in effect during the performance of any service by Vendor. Vendor also warrants that all subcontractors or other entities or facilities used by the Vendor in performing the Contract shall comply with all applicable laws, ordinances and regulations. The Town signs this Contract in reliance upon this representation. During the term of this Contract, and any extensions thereof, Vendor, its subcontractors, agents, as well as any other Person acting on Vendor's behalf or under its direction or supervision must remain in compliance with said laws. A failure to notify the Town of noncompliance of which Vendor was or should have been aware, may be considered a material breach of this Contract.
38. Town shall not be responsible for any damages in connection with the cancellation of this Contract.
39. In the event of the failure of Vendor to promptly and fully perform its obligations or if at any time, the Town reasonably believes that Vendor will be unable to perform promptly and fully, at that time or in the future, and Vendor is unable to furnish the Town upon demand adequate evidence of Vendor's ability to perform promptly and fully, the Town may purchase the items that are the subject of this Contract from another entity. In such a case, the Town shall give Vendor prompt

notice that it has selected to act under this paragraph. If the Town's act of cover is caused by Vendor's failure to perform or furnish adequate evidence of ability to perform, the Town shall be entitled to recover as damages the difference between the cost of covering materials and the contract price as well as incidental and consequential damages, less any savings saved as a result of Vendor's breach.

40. This Contract, along with the entire bid package (composed of the Title Page, Table of Contents, Notice to Bidders, Information & Instructions to Bidders, Specifications, Proposal Forms, General Municipal Law, Bidder's Qualifications, and General Contract Provisions) embodies the entire Contract between the parties with respect to the subject matter stipulated herein. Unless otherwise provided, it shall not be changed or modified, except in writing, and executed by both parties.
41. Contract Modification, Amendment, and Termination:
 - (a) Any variation, modifications, or waiver of any provision of the Contract shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Contract.
 - (b) Vendor shall not be held responsible for delay or failure to perform hereunder when such a delay or failure is due to a Force Majeure event.
 - (c) The Town reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Contract.
 - (d) The Town may terminate this Contract upon thirty (30) days written notice to Vendor by sending written notice to Vendor's mailing address.
42. Immigration Reform and Control Act of 1986: Vendor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform Control Act of 1986 and any record acquisition and retention requirement under the Act.
43. Town shall not be charged for any repair or maintenance expenses or bear any responsibility for the maintenance or repair of any Vendor facility or vehicle.
44. The Vendor makes the following representations, warranties, and covenants as of the Contract Date:

(a) The Vendor is a Corporation, duly organized and existing in good standing under the laws of North Carolina, and has the power and authority to enter into and perform its obligations under this Contract.

(b) The Vendor has the power, authority and legal right to enter into and perform this Contract, and each other agreement or instrument entered into or to be entered into by the Vendor pursuant to this Contract, and the execution, delivery and performance thereof (i) have been duly authorized, (ii) have the requisite government approval of all government authorities (except those government approvals of governmental authorities which are not legally required as of the Contract Date), (iii) to the best knowledge of the Vendor, will not violate any judgment, order, law or regulation applicable to the Vendor or applicable to any provision of the Vendor's organizational documents, (iv) do not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security, or security interest upon any of Vendor's assets under any material agreement or instrument to which the Vendor is a party or by which the Vendor or its assets may be bound or affected and (v) will not violate any provisions of the Vendor's organizational documents.

(c) This Contract has been duly entered into by the Vendor and, when duly entered into by all the parties hereto, will constitute a legal, valid, and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

(d) There are no pending or, to the Vendor's best knowledge, threatened actions or proceedings before any court or administrative agency against the Vendor or Vendor's affiliates which would adversely affect the financial condition of Vendor or any affiliate of Vendor or Vendor's ability to perform its obligations under this Contract.

(e) Neither the Vendor nor any of its affiliates is subject to any pending or final civil or criminal proceeding which would affect Vendor's fitness to perform the terms of the Contract or otherwise would adversely affect Vendor's ability to obtain any governmental authorizations required in connection with the performance of this Contract.

(f) The Vendor is capable of performing and is willing and intends to perform its obligations in accordance with this Contract, and the Vendor's representations herein do not contain any misstatement of a material fact or omit to state any material fact necessary to make the representations of the Vendor in this Contract not misleading.

(g) The Vendor is financially solvent and the Vendor can furnish the goods required pursuant to this Contract.

(h) The Vendor is familiar with all existing Federal, State and local laws, ordinances and regulations, including but not limited to any special acts, which might materially affect the Vendor's performance under this Contract.

45. The Town shall have the right to claim and recover damages or equitable relief for the Vendor's breach of any term or condition set forth in this Contract or any default hereunder, without being required to terminate this Agreement.
46. The performance of Vendor's obligations under this Contract is essential to the Town and the health and well-being of the inhabitants of the Town, and any delay in or failure of performance may result in substantial damage and injury to the Town that would not be remedied by the payment of monetary damages. If the Vendor fails to perform its obligations hereunder, the Town shall, at its option, be entitled to specific performance by the Vendor of its obligations hereunder.
47. Vendor shall be responsible to provide any training and/or personal protective equipment necessary for its employees, agents, subcontractors, or any Person acting on its behalf or under its supervision and/or control during the performance of this Contract.
48. Any disclaimer of warranties or provisions of this Contract that Vendor supplied with its bid so have no effect. Vendor warrants that any disclaimers are not part of this Contract.
49. The term of this Contract shall be for a period of to December 31, 2017 from the date of a fully executed contract. The Town reserves the right to extend this contract for four (4) additional, one (1) year periods, if doing so is in the best interest of the Town. An extension will be granted by formal resolution and extension only.

**AGREEMENT
Successor and Assigns**

This Agreement shall bind the successor, assigns and representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

TOWN OF SOUTHAMPTON

BY: Francis Zappone

WASTE ZERO, INC.

BY: James C. Cunningham
Vendor

JAMES C. CUNNINGHAM
VICE PRESIDENT, GENERAL COUNSEL



STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the 1st day of May 2017, Francis J. [Signature] to me known who, being by me duly sworn, did depose and say that he resides at Southampton, that he is the [Signature] of the Town of Southampton, the corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.

NOTARY PUBLIC

[Signature]
Allison Mancuso

Notary Public, State of New York
No. 01MA6110871 Suffolk County
Commission Expires June 1, 2020

~~NORTH CAROLINA~~

STATE OF NEW YORK)

) ss.:

WAKE

COUNTY OF SUFFOLK)

On the 24 day of March in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES C. CUNNINGHAM personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
NOTARY PUBLIC



November 15, 2018

Allison Mancuso, Contract Technician
Town of Southampton
Central Purchasing and Contract Compliance
116 Hampton Road
Southampton, NY 11968

Re: Transmittal of Inter-Municipal Agreement (IMA) between the
Islip Resource Recovery Agency and Town of Southampton
For the Acceptance by the Agency of Town of Southampton Commingled
Recyclable Material

Dear Ms. Mancuso

As requested, enclosed please find one (1) signed copy of the above-referenced Agreement between the Islip Resource Recovery Agency and the Town of Southampton.

When fully executed, please send a copy to this office for our files.

If you have any questions or require additional information regarding the enclosed document, please contact this office at 631-224-5645.

Very truly yours,

Linda M. Bunde
Secretary - IRRA



**SOUTHAMPTON TOWN
Southampton, New York**

**EXTENSION TO INTER-MUNICIPAL AGREEMENT
With
ISLIP RESOURCE RECOVERY AGENCY
For
ACCEPTANCE OF TOWN'S COMINGLED CONTAINERS
OBTAINED THROUGH ITS RECYCLING PROGRAM**

Extension, dated this 1 day of JULY, 2018, between the Town of Southampton, with its principal offices at 116 Hampton Road, Southampton, New York, 11968, (hereinafter referred to as "MUNICIPALITY"), and ISLIP RESOURCE RECOVERY AGENCY with offices located at 401 Main Street, Islip, New York 11751, (hereinafter referred to as "THE AGENCY").

In consideration of the covenants and agreements between the MUNICIPALITY and the AGENCY contained in that certain Inter-Municipal Agreement between the parties dated March 7, 2016 (hereinafter referred to as "INTER-MUNICIPAL AGREEMENT") the covenants and agreements to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed that the INTER-MUNICIPAL AGREEMENT is hereby amended as follows:

SUMMARY OF CONTRACT EXTENSION

1. Pursuant to Resolution No. 2017-813, the term of this Inter-Municipal Agreement (IMA) is hereby extended retroactive from July 1, 2018 and shall continue to June 30, 2019.
2. The amount(s) to be paid under this extension shall be \$21.00 per ton for Comingled Containers Obtained through its Recycling Program.
3. All other provisions of the CONTRACT remain in full force and effect, including, but not limited to, the insurance provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be signed by their respectively authorized representatives and their seals to be affixed hereto as of the day and year first set forth above.

TOWN OF SOUTHAMPTON

ISLIP RESOURCE RECOVERY AGENCY

BY: Francis Zappone

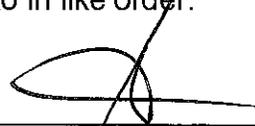
BY: Martin Bellon

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the 20th day of November 2018, Francis Zappone to me known who, being by me duly sworn, did depose and say that he resides at Southampton, New York, that he is the _____ of the **Town of Southampton**, New York, the municipal corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.



NOTARY PUBLIC

Allison Mancuso

Notary Public, State of New York

No. 01MA6110871 Suffolk County

Commission Expires June 1, 2020

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the 15 day of November 2018, Martin Bellon, to me known who, being by me duly sworn, did depose and say that he resides at Islip, New York, that he is the President of the **Islip Resource Recovery Agency**, New York, the municipal corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.



NOTARY PUBLIC

LINDA BUNDE
NOTARY PUBLIC, State of New York
No. 01BU5055820
Qualified in Suffolk County
Commission Expires Feb. 20, 2022



July 5, 2016

Allison Mancuso, Contract Technician
Town of Southampton
Central Purchasing and Contract Compliance
116 Hampton Road
Southampton, NY 11968

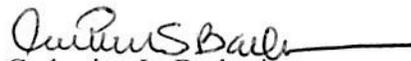
Re: Transmittal of Executed Inter-Municipal Agreement (IMA) between the
Islip Resource Recovery Agency and the Town of Southampton
For the Acceptance by the Agency of Town of Southampton Commingled
Recyclable Material

Dear Ms. Mancuso

As requested, enclosed please find one (1), fully executed copy of the above-referenced Agreement between the Islip Resource Recovery Agency and the Town of Southampton.

If you have any questions or require additional information regarding the enclosed document, please contact this office at 631-224-5645.

Very truly yours,


Catherine L. Barberine
Secretary – IRRA

clb

Enc.

Cc: Angie M. Carpenter, Supervisor
Christine Fetton, Town Director of Municipal Works – Town of Southampton
Edward Thompson, Waste Management Division Head – Town of Southampton
Greg Hancock, Deputy Commissioner
Michael J. Cahill, Esq., Germano & Cahill, PC
Nancy Blanco, Treasurer
Linda Bunde, Principal Clerk
File





Town of
SOUTHAMPTON
Eastern Long Island, NY

Leonard Marchese, CPA
TOWN COMPTROLLER
116 Hampton Road
Southampton NY 11968
Phone (631) 702-1898
Fax (631) 287-5709

Central Purchasing and Contract Compliance

Date: June 28, 2016

Islip Resource Recovery Agency
401 Main Street
Islip, NY 11751

Re: IMA for Acceptance of Town's Comingled Containers

Dear Sir/Madam

Enclosed please find the original agreement you provided to the Town that have been executed by the Town of Southampton Deputy Supervisor on June 28, 2016.

Kindly have a representative from your company sign and return one (1) copy to us for filing.

Thank you for your assistance in this matter.

Allison Mancuso
Contract Technician
Central Purchasing and Contract Compliance
amancuso@southamptontownny.gov

/ALM

Encls.

cc: Christine Fetten, via email

THIS AGREEMENT, made this 28th day of June 2016 by and between the Islip Resource Recovery Agency, a public authority organized under Title 13C of the Public Authorities Law of the State of New York, with offices at 401 Main Street, Islip N.Y. 11751 (hereinafter the "Agency"), and the Town of Southampton, a municipal corporation and political subdivision of the State of New York, with offices at 116 Hampton Road, Southampton, NY 11968 (hereinafter the "Town"), is made pursuant to Article 5G of the General Municipal Law and §2046-f of the Public Authorities Law and provides as follows:

WHEREAS, the Agency operates a Materials Recycling Facility (the "MRF") located on Lincoln Avenue in Holbrook, which is capable of the receiving, processing, disposing and/or marketing of recyclable materials, and

WHEREAS, the Town collects and/or receives commingled recyclable containers from its residents and other sources and desires to sort, process and/or market such material, and

WHEREAS, the Agency and the Town make this Agreement to provide for the recycling of the Town's Commingled Material by the Agency pursuant to the terms set forth below.

1. TERM

Subject to the terms and provisions hereof, the Agency agrees to accept from the Town and the Town agrees to supply to the Agency those commodities listed in Appendix A (and attached hereto)(hereinafter the Commingled Material) commencing July 1, 2016 until June 30, 2017, with two (2) one (1) year extension at the sole option of the Town. The Town shall exercise its option to extend not less than thirty (30) days prior to the expiration of the initial term or any extension term.

2. QUANTITY

The Town agrees to provide, and the Agency agrees to accept, all the Commingled Containers collected by or on behalf of the Town through its residential recycling program. The Town estimates that the amount delivered shall be approximately 1,300 tons per year, but makes no warranty as to quantity. A mutually agreed-upon schedule will be arranged so that a consistent rate of material will be delivered to the Agency MRF so as to facilitate handling and processing requirements. The Town shall notify the Agency as soon as practicable if the agreed-upon schedule cannot be maintained for any reason, the

reasons for such occurrence and the estimated time at which deliveries will return to normal. If for any reason the Town fails to deliver any material – or component commodity thereof - in any given week, there will be no penalty charged to the Town. The Agency must notify the Town, specifically, the Town Administrator *CONTACT NAME / NUMBER* - 24 hours in advance if it cannot accept material – or any component commodity thereof - at the Agency MRF for any reason, and shall immediately advise the Town of the time when deliveries can resume. The Town and the Agency may make additional arrangements for Saturday deliveries if necessary, upon such terms and advance notice as the parties may determine.

3. MATERIAL – DELIVERED and REJECTION RIGHTS

The Commingled Containers set forth in Appendix A shall contain less than three percent (3%) by volume of other contaminants (i.e. other municipal solid wastes), shall not contain hazardous waste, medical waste, or otherwise fail to meet the requirements of applicable law or permit governing the MRF.

Notwithstanding any provision in this agreement to the contrary, the Agency reserves the right to reject any load of material that is contaminated with other solid wastes. After arrival of the shipment, the Agency is to visually inspect the contents of the load, prior to dumping, to verify that the material is acceptable pursuant to this Agreement. If during the process of unloading, any portion of the shipment not visible in the original inspection is not in accordance with specification, that portion will be set aside and the Town immediately notified of its rejection. In exercising its rejection rights pursuant to this provision, the Agency shall, where practicable, accept the portions of such deliveries that, as the case may be, are not unauthorized material. In the event that all or a portion of any load is rejected, the Town shall i) retrieve such unauthorized material for proper disposal, or ii) reimburse the Agency for the actual cost of disposal of such material at a proper facility. Should the Town elect to retrieve rejected material for proper disposal, the Agency shall, at no cost to the Town, re-load the material into vehicles provided by the Town

4. DELIVERIES TO AGENCY FACILITY

The Town shall be responsible for the delivery of all material to the Agency MRF during regular hours of operation, at the sole cost and expense to the Town. The Town shall ensure that all delivery vehicles are fully licensed, properly registered and insured pursuant to New York State Law. For purposes of weighing and billing, the Town agrees to obtain a Town of Islip permit to register its delivery vehicles at no cost to the Town. The Agency and the Town agree to use the scales at the Agency's Facilities as the official weights for all loads delivered.

5. PAYMENT

The tipping fee for delivery of Commingled Containers to the MRF during the initial and extension terms of this Agreement shall be \$21.00/ton.

In the event that any costs are incurred by the Agency as a result of the delivery of material that is not authorized pursuant to paragraph 3 above, the Agency shall submit an invoice to the Town reflecting such expense. The Town shall pay such invoice within 30 days, provided however, that in the event of a dispute over such invoice, the parties shall negotiate a resolution of such dispute for a period of thirty days, and if the dispute is not resolved, may then avail themselves of any remedies available at law, and provided further that the pendency of any such dispute shall not relieve the parties from performance of their other obligations under this Agreement.

6. NO MODIFICATION. No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by all parties.

7. UNCONTROLLABLE CIRCUMSTANCES. Neither the Town nor the Agency shall be liable for failure to fulfill their responsibilities as provided for in this Agreement, nor for any resultant damages or financial losses if such failure is caused by a catastrophe, riot, war, governmental order or regulation (other than by the Town or the Town of Islip), act of God or other similar event beyond the reasonable control of the Town or the Agency. If such failure

persists, or if after cessation of such failure, either the Town or the Agency is unable to render full or substantially full performance, either party may terminate this Agreement upon written notice to the other, given 30 days in advance of such termination.

8. ASSIGNMENT

Neither party may assign rights granted herein without the written consent of the other party.

9. CHOICE OF LAW

The interpretation and performance of this Agreement will be construed in accordance with and governed by the laws of the State of New York.

10. COMPLIANCE WITH LAW

Each party agrees that it will fully perform this Agreement in accordance with all applicable Federal, State and Local Laws, orders, rules and regulations.

11. INSURANCE/INDEMNIFICATION Each party herein is a self-insured entity. Each party agrees to indemnify, defend and hold the other party harmless from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses of any kind including without limitation attorney's fees incurred in connection therewith, including but not limited to claims for property damage, bodily injury, or death, by any third party and by or on behalf of the party'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 indemnifying party, its agents, servants or employees. The Town shall require any contractor engaged to deliver Commingled Materials to the MRF to be fully insured as required by law.

11. Counterparts. This Agreement may be executed in several counterparts, any of which shall be considered to be an original hereof for all purposes.

WHEREFORE, the authorized representatives of the Agency and the Town make this Agreement as evidenced below.

Islip Resource Recovery Agency

By 
PRESIDENT, ITRRA

Town of Southampton

By 
Francis Zeppone, Deputy Supervisor

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

**INVITATION TO BID FOR
PRIVATE OR MUNICIPAL MARKETS FOR THE DISPOSAL
AND RECYCLING OF SERVICES FOR
COMINGLED CONTAINERS
MIXED PAPER
CORRUGATED CARDBOARD
SCRAP METAL
AND/OR SINGLE STREAM RECYCLABLES
THIN FILM PLASTICS (HDPE)
AND MUNICIPAL SOLID WASTE (MSW)
AND UNPROCESSED CONSTRUCTION AND DEMOLITION
DEBRIS**

**SEALED BIDS DUE IN TOWN CLERK'S OFFICE,
116 HAMPTON ROAD, SOUTHAMPTON
ON OR BEFORE 2:00 PM ON April 6, 2016**

TABLE OF CONTENTS

All proposal pages (PF), GML and Bidders Qualifications which are indicated by containing a watermark on the side of the page require the vendor's information.

NOTICE TO BIDDERS	3
INSTRUCTIONS TO BIDDERS	4 - 7
SPECIFICATIONS	7 -14
PROPOSAL FORM	15 -18
GENERAL MUNICIPAL LAW	19 -20
BIDDERS QUALIFICATIONS	18- 20
INSURANCE CERTIFICATION.....	21
GENERAL CONTRACT PROVISIONS.....	26 - 35
AGREEMENT	36 - 37

RESOLVED, as per the request of Department of Municipal Works, that the Town Clerk be and hereby is authorized to advertise for public bid as per the following:

NOTICE TO BIDDERS

TAKE NOTICE, that sealed bids will be received by the Town Clerk, Southampton Town Hall, on April 6, 2016 at 2:00 p.m., prevailing time, when they will be publicly opened and read aloud for:

Private or Municipal Markets for the Disposal and Recycling of Services for Comingled Containers, Mixed Paper, Corrugated Cardboard, Scrap Metal Single Stream, Thin Film Plastic (HDPE), Municipal Solid Waste (MSW) and Unprocessed Construction and Demolition Debris

Specifications are available beginning on Thursday, March 17, 2016 at 8:30 a.m. online at <http://bids.southamptontownny.gov/Default.aspx> or in person at the Town Clerk's Office, 116 Hampton Road, Southampton between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, (except Holidays). These specifications have met with the approval of Central Purchasing and Contracts Compliance.

Each proposal must be submitted in a sealed envelope clearly marked "**Private or Municipal Markets for the Disposal and Recycling of Services for Comingled Containers, Mixed Paper, Corrugated Cardboard, Scrap Metal and/or Single Stream Recyclables, Thin Film Plastic (HDPE), Municipal Solid Waste (MSW) and Unprocessed Construction and Demolition Debris.**" Bidders must comply with all Federal, State, and local laws.

The Town Board of the Town of Southampton reserves the right to waive any informalities in bids received, and/or reject any or all bids.

**BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK**

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bid

The Town of Southampton invites proposals for the Contract for **Private or Municipal Markets for the Disposal and Recycling of Services for Comingled Containers, Mixed Paper, Corrugated Cardboard, Scrap Metal and/or Single Stream Recyclables, Thin Film Plastic (HDPE), Municipal Solid Waste (MSW) and Unprocessed Construction and Demolition Debris** to the Town will be publicly read at the time, date and place indicated in the Notice to Bidders.

2. Form, Preparation and Presentation of Proposal

Bidders should return the *entire bid package*, with the information requested on the watermarked pages completed.

Each proposal must be submitted on the forms provided. Bids must be contained in a sealed envelope marked "**Private or Municipal Markets for the Disposal and Recycling of Services for Comingled Containers, Mixed Paper, Corrugated Cardboard, Scrap Metal, and/or Single Stream Recyclables, Thin Film Plastic (HDPE) , Municipal Solid Waste (MSW) and Unprocessed Construction and Demolition Debris.**"

Bidders must provide **ALL INFORMATION** requested on **WATERMARKED PAGES**.

INCOMPLETE SUBMISSIONS MAY BE REJECTED!!

- If a question is not applicable, indicate by writing "N/A" in answer space
- All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.
- All Bidders Qualifications questions must be answered
- General Municipal Law forms must be signed
- Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form, or that contain irregularities of any kind may be rejected.

• In the event your bid is submitted untimely, in accordance with the instructions herein, the Town's procurement policy, and the relevant sections of New York State General Municipal Law, your purported bid will be considered untimely and will not be considered as part of the Bid process.

3. Rejection of Bids

(a) The Town Board reserves the right to reject any bid if the information submitted in the Bidder's Qualifications statement or an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

(b) The Town Board reserves the right to reject any and all bids in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. Pricing shall not be withdrawn for a period of forty-five (45) days after being publicly opened and read.

4. Method of Award

The Town of Southampton reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the Town deems to be in the best interest of the Town of Southampton and its constituents.

5. Insurance Required By The Town of Southampton

The successful bidder will be required to procure and pay for, at his/her expense, the following types of insurance with limits of coverage as further specified in the General Contract Provisions:

A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.

C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. Endorsement must evidence Town as additional insured.

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

6. Term of Contract

The bidder, when submitting his/her bid, must be prepared to supply the specified items not later than ten (10) days after signing the Contract unless the Town shall authorize a delay.

The term of this Contract shall be for a period of two (2) years from the date of a fully executed contract. The Town reserves the right to extend this contract for four (4) additional, one (1) year periods, if doing so is in the best interest of the Town. An extension will be granted by formal resolution and extension only.

Prices submitted as part of this bid must be kept for the initial two (2) years of this contract but may be negotiated as part of the terms of extension for the four (4) additional years.

The Town may entertain, however is in no way obligated to accept adjusted unit prices at the time of each contract extension (annually), in an amount not to exceed five (5) percent.

The vendor must provide documentation satisfactory to the Town supporting any requested price increase, and that this increased has been passed to Vendor and Vendor's proof of payment of said increase.

7. Purchase Order

Contractor shall not commence, nor will they be compensated for, any services performed prior to the Contractor submittal of a numbered Southampton Town Purchase Order. The Contractor is to obtain the numbered purchase order from the Town Official responsible for Administration of the Project.

8. Method of Payment

Upon delivery of items, the selected vendor(s) shall present an invoice to the Department for whom the items were provided.

9. General Contract Provisions

Attached to this bid package are general contract provisions. By submitting a bid, the bidder accepts these contract provisions, which shall take full force and effect upon signing of the document.

This entire bid package, composed of the Title Page, Table of Contents, Notice to Bidders, Instructions to Bidders, Specifications, Proposal Forms, General Municipal Law, Bidder's Qualifications, General Contract Provisions, and Agreement shall comprise the complete contract.

10. Right to Purchase

The Town reserves the right to purchase from other sources any style, type or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing installation. The decision of the Purchasing Agent to purchase such items from other sources shall be final.

11. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Town of Southampton receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Town of Southampton will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Town of Southampton shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Town of Southampton reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

12. Extension of Contract to Political Subdivisions

The bidder agrees that by submitting a successful bid, any political subdivision to any other governmental entities will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; where authorized under law provided, however; that any political subdivision choosing to utilize the contract will be

wholly responsible for any debts incurred by them as participants of the contract. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Southampton and the vendor.

SPECIFICATIONS

CONTRACT FOR DISPOSAL AND RECYCLING SERVICES FOR COMINGLED CONTAINERS, MIXED PAPER, CORRUGATED CARDBOARD, SCRAP METAL, and/or SINGLE STREAM RECYCLABLES, THIN FILM PLASTIC (HDPE), MUNICIPAL SOLID WASTE (MSW) AND UNPROCESSED CONSTRUCTION AND DEMOLITION DEBRIS

1. PURPOSE AND INTENT:

It is the purpose and intent of this bid to solicit private or municipal markets for the disposal and recycling services cost for the following items:

- a. Town resident generated recyclable comingled containers.
- b. Town resident generated Mixed Paper
- c. Town resident generated Corrugated Cardboard
- d. Town generated Scrap Metal
- e. Town generated Single Stream Recyclables
- f. Town generated Thin Film Plastics (HDPE)
- g. Town generated Municipal Solid Waste (MSW)
- h. Town resident generated unprocessed construction and demolition debris (C&D);

The Town of Southampton ("TOWN"), Suffolk County, New York intends to bid these items out and secure either one Vendor under one contract and/or separate Vendors under multiple contracts. The Town will decide how to award contracts based on review of bids and the option which is in the best interest of the TOWN.

The Town will decide which format in which to recycle, albeit separate streams of comingled containers, paper, and cardboard, or to go in a single stream format in which recyclables including glass, plastic, metal containers, paper and cardboard will be recycled in one stream.

2. DEFINITIONS:

The following definitions apply to this specification:

- A. Comingled Containers – means glass, plastic, ferrous metal, aluminum or other material as determined by the Town of Southampton capable of being processed and recovered at a Transfer Facility and/or Materials Recovery Facility to be recycled.

- B. Facility Delivery Hours – shall mean the hours of either Landfill Complex or Transfer Station which shall have a minimum operating time of 6:30am – 4:00 pm, Monday through Friday, and 6:30 am – 12:00pm Saturday, except holidays.
- C. Hazardous Waste –Meaning as set forth in 6 NYCRR 371 (or any subsequent amendment thereto).
- D. Mixed Paper – Is an assortment of paper types, fiber sources, fiber lengths.
- E. The term Municipal Solid Waste (MSW) shall have the meaning set forth in 6 NYCRR 360-1.2(b)(106) (or any subsequent amendment thereto). The waste is MSW generated by Town residents, offices and parks, including bulk waste items. It does not include source separated, recyclable materials, such as paper, corrugated cardboard, food and beverage containers, yard waste, clothing, tires, bulk metal, waste oil, propane tanks, construction and demolition debris, nor household hazardous waste.

The MSW should not contain any regulated medical, special or Hazardous Waste. The Town will not guarantee that the aforementioned waste items will not be present in the waste stream. However if these materials are found in the MSW in unlawful quantities, the Town will either remove the material or, upon notification and mutual agreement, reimburse the Contractor the direct costs for the removal of the material by a licensed hauler.

The Town experiences a large influx of seasonal residents and visitors during the summer months. Solid waste volumes delivered will therefore reflect the seasonal variations in population.

- F. Off-Specification Waste – any and all waste, other than Hazardous Waste, which does not conform to the material requirements for any Town of Southampton Facility.
- G. Old Corrugated Cardboard – Clean sorted printed or unprinted corrugated cardboard cartons, boxes, or sheet. May contain staples, poly tape.
- H. Scrap Metal (Bulk) – Including, but not limited to, all ferrous and non-ferrous scrap recyclable items such as refrigerators, stoves, freezers, washers, dryers, bed springs, vehicle parts, lawn mowers, snow blowers, bicycles, file

cabinets, air conditioners, hot water heaters, water tanks, furnaces, metal furniture, opened oil storage tanks, propane tanks without valves, and webbed furniture.

- I. Single Stream Recyclables – means a format in which Recyclables are collected at a the Town of Southampton Transfer Stations, in which all Recyclable Materials, including paper, cardboard, plastic, metal, and glass containers etc, are collected together in the same collection container. Single stream format generally consists of unprocessed Recyclable Materials that shall contain at least fifty-five (55%) percent fiber (Cardboard and Mixed Paper) by weight and shall not contain more than ten (10%) percent Unacceptable Material.
- J. Thin Film Plastic HDPE: Unbaled Thin Film Plastic.
- K. Town: Town of Southampton, County of Suffolk, Long Island, New York.
- L. Self Haulers: Residents who transport their own solid waste and recyclables to Town transfer stations rather than contracting with a carting firm.
- M. Unprocessed Construction and Demolition Debris (“Unprocessed C&D”) – shall be defined by 6 NYCRR 360-1.2(b)(38) (or any subsequent amendment thereto) and shall consist of C&D that is not crushed, shredded, altered or otherwise processed.
- N. Vendor: The company or corporation which is awarded a contract by the Town Board under this bid.

3. ESTIMATED QUANTITIES OF MATERIALS:

- a. The Town estimates the yearly quantity of comingled containers to be 1,300 tons.
- b. The Town estimates the yearly quantity of Mixed Paper to be 1,050 tons.
- c. The Town estimates the yearly quantity of Old Corrugated Cardboard to be 880 tons.
- d. The Town estimates the yearly quantity of Single Stream Recyclables to be 3,200 tons.

- e. The Town estimates the yearly quantity of Bulk Scrap Metals to be approximately 400 tons.
- f. The Town estimates the yearly quantity of unprocessed C&D waste to be approximately 1,250 tons.
- g. The Town estimates the yearly quantity of MSW to be approximately 7,000 tons with up to 12,000 tons during Town declared Emergencies.
- h. The Town estimates the yearly quantity of unbaled thin film plastic to be 40 tons from all four (4) transfer stations.

4. REPRESENTATIONS:

No representations or warranties are made other than specifically contained herein and no employees of the Town are authorized to express any condition or make any statement relative to the items for sale herein. All material is sold in an "as is" and "as found" condition.

5. INSPECTION OF MATERIAL:

Interested Vendors are strongly encouraged to visit the following locations prior to bidding, to view transfer station operations during the posted during the normal operating hours. Proposed bidders should call Edward Thompson Jr., Waste Management Division Head at (631) 283-5210 to make arrangements for a site visit:

- a. Comingled Containers, Mixed Paper, Old Corrugated Cardboard, Thin Film Plastic (HDPE), Scrap Metal, Municipal Solid Waste and Unprocessed C&D – North Sea Recycling Facility at 1370 Major's Path, Southampton, NY
- b. The Contractor shall either have the Town place the thin film plastic with comingled containers for delivery to vendor or vendor shall provide pick up service. Vendor shall indicate in the proposal form their method of pick up.

6. DELIVERY:

- a. The comingled containers, mixed paper, old corrugated cardboard, single stream recyclables, MSW and unprocessed C&D shall be collected and transported separately, by the Town, in 70 cubic yard (CY) capacity push out trailers or 30 to 40 CY roll-off containers to the Vendor's facility. The

Vendor shall guarantee a turn-around time of no longer than forty five (45) minutes for the Town trucks to enter and leave the Vendor's facility. Note that the Vendor's drop off facility shall be located in Suffolk County and proximity to the Town will be a factor in determining the successful bidder for this item. See 12.0 Basis of Award.

7. VENDOR FACILITY:

- a. Comingled Containers, Mixed Paper, Old Corrugated Cardboard, Single Stream Recyclables, MSW, Scrap Metal and Unprocessed Construction and Demolition Debris – The Vendor's receiving facility must be located in Suffolk County, New York and shall be accessible for tractor trailer trucks. The Vendor's facility must be open to the Town a minimum of five and one half (5.5) days per week and shall be able to receive Town materials multiple days per week.

The Town proposes to transfer the materials to the Receiving Facility (Facility) with its own equipment under the terms of the Contract. The Town's trailers may have a capacity of up to 70 cubic yards. The approximate dimensions of the largest trailers are: Height -12'-9"; length – 45' and width – 96". The facility shall be capable of accommodating the Town's trucks and trailers without necessitating unsafe or excess maneuvering. The minimum turning radius of the site shall be 46.4 feet as per AASHTO Standards for a Interstate Semitrailer (WB-19[WB-62]) Design Vehicle.

The Facility shall be located in Suffolk County. The Town transfer trucks shall be accepted at the Facility for the off loading of waste from Monday through Friday between the hours of 6:30 AM and 4:00 PM, and Saturday between the hours of 6:30 AM to 12:00 Noon. The Town and Vendor may, subject to applicable permit conditions, mutually agree to extend, reduce or modify the foregoing from time to time. The Facility shall not take more than 45 minutes from time of Town arrival to enter Town into queue, allow for truck scale weigh in, deposition of materials, and truck scale weigh out and departure.

The Vendor shall submit the location of the facility(s) and copies of any appropriate permit(s) along with its response to this solicitation.

8. PERMITS:

- a. Unprocessed C&D - The Vendor's facility shall be in compliance with the rules and regulations of the New York State Department of Environmental Conservation (6NYCRR Part 360). The Vendor shall also possess all necessary operating approvals and permits as required by the local jurisdiction wherein the Vendor's facility is located. Copies of all such permits shall be delivered to the Town with a prospective Vendor's bid.
- b. Comingled Containers, Mixed Paper, Old Corrugated Cardboard, and Single Stream Recyclables.: The Vendor's facility shall be in compliance with the rules and regulations of the New York State Department of Environmental Conservation. The Vendor shall also possess all necessary operating approvals and permits as required by the local jurisdiction where in the Vendor facility is is located. Copies of all such permits shall be delivered to the Town with a prospective Vendor's Bid.
- c. Municipal Solid Waste (MSW) – The waste disposal site must have valid construction and operating permits in accordance with all laws applicable in the jurisdiction in which it is located. The waste disposal site's operating permit(s) shall permit disposal of the quantities and types of waste from the Town that are provided for in this bid specification, without resulting in any violations of such permits. The disposal site shall meet the design, construction and operating requirements of all applicable laws I the jurisdiction where the disposal site is operating.
- d. Bulk Scrap Metal - The Contractor's facility shall be in compliance with the rules and regulations of the New York State Department of Environmental Conservation. The Contractor shall also possess all necessary operating approvals and permits as required by the local jurisdiction wherein the Contractor's facility is located. **Copies of all such permits and below listed documents to substantiate experience shall be delivered to the Town with a prospective Contractor's bid:**
 - i. **Local Scrap Processing Permit**
 - ii. **New York State Scrap Processor Certificate**
 - iii. **Copy of Weighmaster License**
 - iv. **Copy of 2010-2011 New York State Department of Environmental Conservation Annual Report Form – Waste Fluid Disposal – Scrap Metal Processors**

- v. **Copy of Refrigerant Recovery Certificate for a current employee of the Bidding Firm performing fridgerant recovery. Certificate shall be "Type I" applicable to residential appliances.**
 - vi. **Company Certification that EPA approved Refrigerant evacuation equipment is compliant with EPA Guidelines.**
9. Bulk Scrap Metal Containing Refrigerant - Refrigerant shall be removed by the Contractor in accordance with all applicable federal, state and local laws in accordance with all provisions of the Federal Clean Air Act. Price bid for Bid Item 2, BULK SCRAP METAL CONTAINING REFRIGERANT shall reflect all costs for the removal and disposal of refrigerants. The Bidder shall provide all information regarding refrigerant removal including but not limited to:
- a. Name of Company removing refrigerant, copy of the refrigerant, recovery certificate for the employee of the firm performing recovery. Certificate shall be "Type I" applicable to Residential Appliances.
 - b. Company certification that EPA Approved refrigerant evaluation equipment is compliant with EPA guidelines.
 - c. Copy of the 2013-2014 New York State (NYS) DEC Annual Report Form – Waste Disposal – Scrap Metal Processors (if applicable).
 - d. Copy of 2013-2014 NYS DEC Mandatory Annual Report including Self Certification for Vehicle Dismantling Facilities (if applicable).
 - e. Copy of 2013-2014 NYS DEC Mandatory Annual Report Waste Fluid Disposal Scrap Metal Processors (if applicable.)

10. TRUCK WEIGHING:

- a. Comingled Containers, Mixed Paper, Old Corrugated Cardboard, Single Stream Recyclables, MSW, Bulk Scrap Metal and Un-Processed C&D – The majority of Town trucks will be weighted incoming and outgoing on the Town's scale. A machine printed receipt, showing the name of the Town, the truck identification numbers (tractor and trailer), license plate number, box number, gross vehicle weight, truck box tare weight, net weight and ticket number will be generated. The Vendor must have a separate independent scale calibrated on an annual basis at the disposal/transfer facility for each commodity. A copy of the weigh scale

ticket will be given to the Town driver to give to the Vendor when emptying his truck. The Vendor may use its own truck scale to check weights. The scale operated by the Vendor, if used to dispute the Town's weights, shall be certified by the County of Suffolk Division of Weights and Measures or other County or State Department of Weights and measures.

11. OPERATIONAL PLAN:

- a. The Contractor is required, prior to the commencement of performance, to provide the Town with an Operational Plan pertaining to the management of Town Recyclables and/or MSW, for review and acceptance by the Town. All revisions, modifications and updates shall be forwarded promptly to the Town throughout the Contract Term in triplicate. At a minimum, the Operational Plan shall include the following items:
- Contractor's personnel and structure, showing the chain of command, with employee names, telephone numbers, e-mail addresses, and facsimile phone numbers;
 - Transfer Station operating days and hours;
 - Any changes in Transfer Station operating procedures necessary for the Contractor to comply with the terms of the Contract;
 - Disposal site(s), including alternates, intended to be utilized by the Contractor for disposal of the Town's Municipal MSW; and
 - Copies of all applicable permits and local approvals issued to the Contractor for operation of the Transfer Station.

12. ANNUAL MSW RATE ADJUSTMENT

In the second and subsequent years of the Contract Term, the base per-ton rate shall be determined in accordance with the following formula (in no event, however, shall the increase in any one year exceed 4%):

$$R = Z + \left[Z \times \frac{(\text{CPI-U for Dec. Year Y} - \text{CPI-U for Dec. 2010})}{\text{CPI-U for Dec. 2010}} \right]$$

Where:

CPI-U = Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for the New York-Northern N.J.-Long Island local area as published by the United States Department of Labor, Bureau of Labor Statistics.

R = Adjusted Annual Per-Ton Rate for Contract Year Y (capped at 4% per year)

Y = Renewal Contract Year

Z = Base Bid Per Ton Rate

13. CONTRACT PAYMENTS:

- a. Comingled Containers – Payment / Fee shall be based on 2,000 pounds per ton and determination of payment prorated to the nearest 20 pounds increment as determined by scale net weight. The Vendor shall prepare a monthly invoice for the Town. The invoice shall list all sale tickets by number, applicable pricing, income to the Town based on a computation of the final amount due or owed to the Town. IF monies are owed to the Town, a certified check payable or other form of payment acceptable to the Town for the full amount owed shall be included with the weekly invoice. If monies are due the Vendor, the Town will make such payment within a reasonable period from the date of invoice receipt by the Town.
- b. Mixed Paper and Old Corrugated Cardboard – Payment to the Town shall be based on 2,000 pounds per ton and determination of payment prorated to the nearest 20 pounds increment as determined by scale net weight. The payment shall be tied to the monthly market prices as published by PPI Pulp and Paper Week. At no point in time shall the Town be paid less than forty three (\$43) dollars a ton for Mixed Paper, and less than eighty eight (\$88) dollars a ton for Old Corrugated Cardboard as a guaranteed floor should the market prices drop below the floor.
- c. Single Stream Recyclables – Payment to the Town shall be based on 2,000 pounds per ton and determination of payment prorated to the nearest 20 pounds increments as determined by scale net weight. The payment shall be a lump sum payment made to the Town. At no point in time shall the Town be paid less than fifteen (\$15) dollars a ton.
- d. Unprocessed C&D - Payment / Fee shall be based on 2,000 pounds per ton and determination of payment prorated to the nearest 20 pounds increment as determined by scale net weight. The Vendor shall prepare a monthly invoice for the Town. The invoice shall list all sale tickets by number, applicable pricing, income to the Town based on a computation

of the final amount due or owed to the Town. IF monies are owed to the Town, a certified check payable or other form of payment acceptable to the Town for the full amount owed shall be included with the weekly invoice. If monies are due the Vendor, the Town will make such payment within a reasonable period from the date of invoice receipt by the Town.

- e. Thin Film Plastic-Payment / Fee shall be based upon L.S. pick up or Town delivery with comingled, unless vendor chooses to have Town place consolidated bagged thin film plastic in comingled trailer that the Town transports to vendor.
- f. Bulk Scrap Metal – Payment to the Town shall be based on 2,000 pounds per ton and determination of payment prorated to the nearest 20 pounds increment as determined by scale net weight. The Contractor shall prepare a monthly invoice for the Town. The invoice shall list all sale tickets by number, applicable pricing, income to the Town based on a computation of the final amount due or owed to the Town. IF monies are owed to the Town, a certified check payable or other form of payment acceptable to the Town for the full amount owed shall be included with the weekly invoice. IF monies are due to the Contractor, the Town will make such payment within a reasonable period from the date of invoice receipt by the Town.
- g. Municipal Solid Waste (MSW) – The Town will compensate the Contractor for MSW satisfactorily received, processed and disposed of on a net tonnage (2,000 pounds) basis. The per ton bid rate shall include all specified services. The Contractor shall receive monthly payments for services performed during the prior calendar month calculated by multiplying the annual per ton rate times the tons satisfactorily received at the Transfer Station during the calendar month. The Contractor shall submit a monthly invoice and Town approved voucher form, which shall include a daily summary of tonnage received from the Town, including applicable weight slips, truck identification number and time of day. The Town shall be entitled to deduct from any payment owing to the Contractor any sums expended by the Town to cure any default or other contract non compliance by the Contractor or to protect the Town from loss on account of claims filed or reasonably anticipated to be filed in connection with Contractor's performance or failure to perform.

14. BASIS OF AWARD:

- a. Comingled Containers, Mixed Paper, Old Corrugated Cardboard, Single Stream Recyclables, Bulk Scrap Metal and Municipal Solid Waste (MSW)
- The Town bears the cost for transporting material to the Vendor and therefore will consider the proximity of the Vendor's facility to the North Sea Recycling Facility located at 1370 Major's Path, Southampton, NY. Therefore for purposes of comparing bids only, the Town will deduct from the per ton bid price for each bid item \$5.50 for each 10 road miles the Vendor's Facility is from the Town's North Sea Recycling Facility. Mileage shall be based on commercial trucking routes to facility. This calculation s for the sole purpose of comparing bids and does NOT affect the bid price, which will be the actual price paid to the Town.

- b. Unprocessed C&D - The Town bears the cost for transporting material to the Vendor and therefore will consider the proximity of the Vendor's facility to the North Sea Recycling Facility located at 1370 Major's Path, Southampton, NY. Therefore for purposes of comparing bids only, the Town will deduct from the per ton bid price for each bid item \$5.50 for each 10 road miles the Vendor's Facility is from the Town's North Sea Recycling Facility. Mileage shall be based on commercial trucking routes to facility. This calculation s for the sole purpose of comparing bids and does NOT affect the bid price, which will be the actual price paid to the Town.

- c. Thin Film Plastic- The vendor shall bear the cost of transport MTL to vendor.

15. BOND REQUIREMENT:

The successful bidder for Bid Item No. 1 and No. 2 (Comingled Containers and Unprocessed C&D) shall be required to execute a Surety Bond in the amount of \$50,000 such bonds to be executed by a surety company acceptable to the Town, or an unconditional and irrevocable letter of credit in the amount of \$50,000 from a bank or corresponding bank authorized to do business in the State of New York and maintaining an office for the transaction of business in the Town of Southampton, approved by the Town. The bond or unconditional and irrevocable letter of credit shall be written so as to remain in full force and effect during the term of the Contract. The successful bidder, upon failure to execute and deliver the bond or letter of credit within ten (10) days after the date of notice of award, shall forfeit to the Town as liquidated damages for such failure or refusal, the security deposited with his bid. The Town has the right to demand, and Vendor shall supply within 10 days of said demand, a new bond if during the term of the Contract the bond or letter of credit no longer is satisfactory assurance that the Contract will be performed.

Bidder/Proposers Information:

The following information must be filled out in its entirety.

Name: Vincent A. Maggio Jr. (include title Mr. Mrs., Miss)

Business Name: Paumanok Environmental LLC
(Please list the title of your entity ex: LLC, Inc., Corp., etc.)

Address: 88 OLD Dock R.D
Yaphank, New York
(Specify if business of residential)

Phone: 631-775-5900 Fax: 631-775-5955

Cell # 516-779-7278

Email Address: VMaggio@MesLINy.com

Presidents Name: Stanley Lomangino

Tax Id# 47-4106906

Vendor Form - this page requires vendor's information

RETURN ADDRESS:

Paumanok Environmental Services

88 Old Dock Rd.

Yaphank, NY 11980

**TOWN OF SOUTHAMPTON
CONTRACT**

ADDENDUM # 1

The following corrections, additions, and deletions are added to the Bid package. Please review these materials and adjust your bid accordingly.

Please complete the Acknowledgement form below and email to the Central Purchasing and Contracts Compliance at amancuso@southamptontownny.gov No cover sheet is necessary

ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge that I received Addendum # 1 to the bid package,

"Private or Municipal Markets for Disposal and Recycling-Comingled Containers, Paper, Cardboard, Scrap Metal, Single Stream, HDPE".

Name: Vincent Maggio J.R.

Name of Company: Paumanok Environmental LLC

Date: 4-2-16

PROPOSAL FORM

**TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK**

CONTRACT FOR PRIVATE OR MUNICIPAL MARKETS FOR THE DISPOSAL AND RECYCLING OF SERVICES FOR COMINGLED CONTAINERS, MIXED PAPER, OLD CORRUGATED CARDBOARD, SINGLE STREAM RECYCLABLES, THIN FILM PLASTICS, BULK SCRAP METAL, MUNICIPAL SOLID WASTE AND UNPROCESSED CONSTRUCTION AND DEMOLITION DEBRIS

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED THE ATTACHED CONTRACT DOCUMENTS AND WILL SUPPLY AND DELIVER ALL SPECIFIED ITEMS FOR THE TOWN OF SOUTHAMPTON IN ACCORDANCE WITH THE FOLLOWING PRICES:

Vendor Form – this page requires vendor's information

**TOWN OF SOUTHAMPTON
PROPOSAL FORM**

**CONTRACT FOR PRIVATE OR MUNICIPAL MARKETS FOR THE DISPOSAL AND
RECYCLING OF SERVICES FOR COMINGLED CONTAINERS, MIXED PAPER, OLD
CORRUGATED CARDBOARD, SINGLE STREAM RECYCLABLES, THIN FILM
PLASTICS, BULK SCRAP METAL, MUNICIPAL SOLID WASTE AND
UNPROCESSED CONSTRUCTION AND DEMOLITION DEBRIS**

PROPOSAL FORM: PLEASE OFFER PRICES PER TON

Name	Payment to Town Payment to Contractor	Amount in Words per ton	Amount in Numbers per ton
1. Comingled Containers	<input type="checkbox"/> PAY TOWN <input checked="" type="checkbox"/> PAY CONTR.	<u>Twenty Five Dollars</u> FOB Islip NY	<u>\$25⁰⁰ per Ton</u> FOB Islip NY
2. Unprocessed C & D	<input type="checkbox"/> PAY TOWN <input checked="" type="checkbox"/> PAY CONTR.	<u>Seventy Dollars</u> Per Ton	<u>\$70⁰⁰ per Ton</u>
3. Mixed Paper	<input checked="" type="checkbox"/> PAY TOWN <input type="checkbox"/> PAY CONTR.	<u>Thirty Two Dollars</u> per Ton	<u>\$32⁰⁰ per Ton</u>
4. Old Corrugated Cardboard	<input checked="" type="checkbox"/> PAY TOWN <input type="checkbox"/> PAY CONTR.	<u>Sixty Five Dollars</u> Per Ton	<u>\$65⁰⁰ per Ton</u>
5. Thin Film Plastic Mark and X on Preferred Method Town Deliver <input checked="" type="checkbox"/> Vendor Pick Up	<input type="checkbox"/> PAY TOWN <input type="checkbox"/> PAY CONTR.	<u>No Charge</u> <u>Place in mixed Paper Trailers</u>	<u>No Charge</u> <u>Place in mixed Paper trailers</u>
6. BULK SCRAP METAL	<input type="checkbox"/> PAY TOWN <u>N/A</u> <input type="checkbox"/> PAY CONTR.	<u>No Bid</u>	<u>No Bid</u>

Vendor Form - this page requires vendor's information

6A. BULK SCRAP METAL CONTAINING REFRIDGERANT	___ PAY TOWN ___ PAY CONTR. N/A	No Bid	No Bid
7. Municipal Solid Waste	X PAY CONTRACTOR	Seventy Three Dollars	\$ 73 ⁰⁰ per ton
8. Unprocessed Construction and Demolition Debris	X PAY CONTRACTOR	seventy Dollars	\$ 70 ⁰⁰ per ton
9. And/Or Single Stream Recyclables	N/A ___ PAY TOWN ___ PAY CONTR.	No Bid	No Bid

In the event of a discrepancy between the numbers and words, the amounts listed in words shall prevail.

The Town does not guarantee any amount of business under this contract. The Town reserves the right to waive any informalities in the bids received or to reject bids as not being in the best interest of the Town.

RESERVATION OF RIGHTS

The Town Board of the Town of Southampton reserves certain rights with respect to this Request for Bids, including but not limited to the following:

The Town Board reserves the right to award this Contract to the lowest qualified bidder, to waive any informalities in bids received, and to reject and declare invalid any or all bids deemed not in the best interest of the Town. The Town Board also reserves the right to award this Contract after approval is received from the regulatory agencies having jurisdiction thereof. In awarding this Contract the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternative total bid. Such total bid or alternative total bid are for the purpose of guidance in awarding the Contract only. Fee payment to the Town shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written Contract with the Town and to furnish insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required.

Bidder's Business Name: Pawmanok Environmental LLC.
Signature: Vincent Maggio
Print Name: Vincent Maggio JR.
Title: Partner
Date: 4-2-16

NOTE: By signing and submitting this bid for consideration by the Town of Southampton the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

Vendor Form – this page requires vendor's information

GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State 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,

- a) 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 contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,
- b) 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.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name: Paumanok Environmental LLC
Signed by: Vincent Maggioni
Title: Partner
Date: 4-2-16

Vendor Form - this page requires vendor's information

GENERAL MUNICIPAL LAW - 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: *Vincent Maysie*
Title: Partner
Date: 4-2-16

Affix corporate seal if contractor is a corporation.

Vendor Form – this page requires vendor's information

Insurance Certification

Your insurance representative and your company's representative must complete the form below in order to be considered for the award of this bid. Please note that a certificate of insurance must be present when entering into a contract.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid package and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Are you an agent for the companies providing the coverage? Yes No

Date: 4/4/16

Insurance Company/Brokerage: TCE INSURANCE SERVICES, INC.

Mailing Address: 490 WHEELER Rd., Suite 251, HAUPPAUGE N.Y. 11788

Phone: 631-352-5700 Fax No.: 631-461-6487

Email: MGINO@TCEINS.COM

Agent Name: MARIO GINO Sign: 

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, Town of Southampton may reject my bid and award to the next lowest bidder.

Firm Name: Paumanok Environmental LLC

Address: 88 OLD DOCK RD
Yaphank N.Y. 11980

Date: 4-2-16
Vincent Maggi
Bidder's Signature

Vendor Form - this page requires vendor's information

BIDDER'S QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Bidder: Maggio Environmental
2. Main Office Address: 88 Old Dock Rd, Yaphank, NY 11980
3. When Organized: July 1, 2015
4. If a Corporation, Indicate State Incorporated In: _____

5. NAME OF PARTNERS

HOME ADDRESS OF PARTNERS

(If Bidder is a FIRM, state here the name and home address of each member thereof)

- see attached -

If Bidder is a CORPORATION, complete the information below:

Name and Address of President: _____

Name and Address of Vice President: _____

Name and Address of Secretary: _____

6. Does any other contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Bidder in an amount of 5% or more? Yes/No NO

If yes, please provide:

Name: _____

Address: _____

Vendor Form - this page requires vendor's information

Stanley Lomangino
6 Cedar Crest Dr
Dix Hills, NY 11746

Vincent Maggio, Jr.
88 Old Dock Road
Yaphank, NY 11980

John Maggio
300 North Country Road
Miller Place, NY 11764

Section B.

Provide information below regarding similar contracts held:

Organization Name:

Contact Person (Name and Phone Number):

Town of Riverhead
Inc. Village of Lake Grove
Village of Patchogue

Gina Hubbard 631-727-3200
Carmella Constant 631-585-
Joc Dean 631-655-7566

Amount of Contract:

Date Completed:

\$350,000 YR
\$140,000 YR
\$240,000 YR

On going
on going
on going

Section C.

1. Have you ever failed to complete any contract awarded to you? Yes/No NO
2. Have you ever defaulted on a contract? Yes/No NO If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? Yes/No NO

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a contract in his/her own name? Yes/No NO If yes, state name and reason:

5. In what other lines of business are you financially interested?

6. Who will personally supervise this contract?

Name and Phone Number

Domine Testa 631-774-8852 Title General Manager

Email Address: dtesta@paumanokenvironmental.com

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No Yes

8. Provide names and phone numbers of local (Long Island) government references:

Brookhaven Town Kevin Johnston 631-451-6115

Town of Islip James Heil 631-252-4447

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: 631-775-5900

Night: 516-779-7278

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

Currently our transfer facility owns all equipment necessary to perform this bid

11. Successful Bidder shall provide the Town, at the signing of the contract, the following information:

- a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

Vendor Form - this page requires vendor's information

b. Proof of financial capability and a detailed financial statement.

Section D.

(*Delete phrases that are not applicable)

I, Vincent Maggio Jr the *(applicant herein),
(an officer or agent of the corporate applicant) namely its POAUMNOT ENVIRONMENTAL (list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
Stanley Comarino	6 Cedar Crest Dr Dix Hills NY 11746	11/13/82
Vincent Maggio Jr.	88 Old Dock Rd, Yaphank, NY 11980	4/12/67
John Maggio	300 North Country Rd, Miller Place, NY 11764	9/29/71

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Vincent A. Maggio Jr.
Legal Name of Person/Firm/Corporation

By: Vincent Maggio

Tax Id# 47-4106906

Vendor Form - this page requires vendor's information

GENERAL CONTRACT PROVISIONS
(this is a sample only, do not fill in or sign)

THIS AGREEMENT, made this 2nd day of September, 2016, by and between the Town of Southampton, a municipal corporation having its principal office and place of business at 116 Hampton Road, Southampton, New York 11968 ("Town") and Maggio Environmental with its offices at 88 Old Dock Rd Yaphank
NY 11980 ("Vendor").

1. The Town will not make any advance payments to Vendor for the goods to be provided under the Contract.
2. Contractor agrees to procure and maintain, until final acceptance by the Town of the services covered by this Contract, insurance of the kinds and in the amounts hereafter provided, by insurance companies acceptable to the Town and authorized to do business in the State of New York, covering all operations performed by it. Upon signing this Contract, Contractor shall furnish to the Town Clerk of the Town of Southampton a certificate or certificates, showing that it has complied with this article. This Contract will not be approved by the Town if a certificate is not present. It is further stipulated that the Town Clerk of the Town of Southampton shall be given at least THIRTY (30) days Notice of Cancellation of said coverage which shall be remitted to the Town Clerk at 116 Hampton Road, Southampton, New York, 11968. If, during the term of this Contract, coverage, as evidenced in a certificate should expire, it is the obligation of Contractor to provide to the Town a valid certificate reflecting the new policy dates. If, during the term of the Contract, coverage, as evidenced in a certificate should expire, payments may be withheld by the Town until Contractor submits a new certificate reflecting the new policy dates. No remedies available to the Town in this provision are in lieu of any other remedies the Town may elect to exercise under other terms of this Contract.
3. Town may suspend or terminate this Contract unless Contractor maintains in full force and effect, the types and amounts of insurance listed below:
 - A) Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
 - B) Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
 - C) General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The endorsement page should also be provided which shall evidence the "additional insured".

The Town will be named as an additional insured on the Liability policy.

This contract will not be signed by the Town's Supervisor until all required insurances are received.

4. The Contractor accepts full responsibility for the payment of premiums of all insurance, as well as for any other taxes or payroll deductions required by law for Contractor or Contractor's employees who are performing services pursuant to this Contract.
5. The Contractor shall give prompt written notice of an accident or claim to the Town as well as to its insurer. Such notice must be given within ten (10) days of the accident or claim.
6. Vendor, its employees, agents, and those of any subcontractors are not deemed to be employees of the Town in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the Town. Vendor further agrees that it will not make any claim, demand or application to the Town for any right or privilege applicable to an officer or employee of the Town, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
7. It is understood that the Vendor is an independent contractor in respect to its performance under this Contract, and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Vendor or its material. Vendor agrees to indemnify, defend, and hold harmless the Town, its agents and employees for or on account of any damages or losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including negligence, willful misconduct, gross negligence, violations of law or breach of this Contract, brought or recovered against it by reason of any omission or act of Vendor, its agents, employees, subcontractors, or any other Person acting on Vendor's behalf or under its direction and/or supervision, in the performance of this Contract or through the use of the material provided pursuant to this Contract, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of Vendor in fulfilling the terms of this Contract. The Town may retain such monies from the amount due Vendor as may be necessary to satisfy any claims for damages, costs and the like, which is asserted against the Town.
8. In the event that Vendor determines it shall be necessary to subcontract any portion of this Contract not already disclosed to the Town, the name(s) and qualifications of any subcontractor(s) shall be submitted in advance for approval by the Town.

9. Vendor agrees that it shall accept full responsibility for the performance of any subcontractors. All provisions of this Contract apply equally to any subcontractors. The Vendor agrees to indemnify the Town as to the subcontractors in this Contract and will assure that the Town is protected from any liability that may occur as a result of the subcontractor's performance under this Contract.
10. This Contract shall be deemed personal and non-assignable by either party. Furthermore, this Contract is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue or claim any right under this Contract.
11. Vendor agrees that this Contract shall not be pledged, hypothecated or used as security for a loan.
12. If any term, provision, or portion of any provision of this Contract shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Contract shall be deemed to remain valid and shall be enforced to the fullest extent permitted by Law.
13. All services required under this Contract shall be performed in accordance with standard practices for the industry and in compliance with all applicable Federal, State, and local laws, regulations, and legal policies, as well as any other standard practices that the Town may from time to time direct Vendor to follow. The Town reserves the right to monitor performance and work, and to issue directives to ensure that all requirements referred above are met.
14. Any waiver by the Town of any term, condition, covenant and/or provision of this Contract shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Contract. Moreover, a failure by the Town to assert any right or privilege, shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.
15. This Contract shall be construed pursuant to the laws of the State of New York.
16. The venue of any action at law or in equity commenced by the Vendor against the Town arising out of the contract, shall be in Suffolk County, or in the Federal District Court having geographic jurisdiction over the area where the Town is located.

17. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Vendor consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon actual receipt of process or upon Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Vendor must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. The Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. The Vendor agrees to waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if the provisions of paragraphs 16 and 17 in this Contract are complied with.
19. The Vendor agrees that this Contract may be presented in court as conclusive evidence of the foregoing.
20. Unless otherwise provided, this Contract may be amended or modified only by a written agreement signed by both the Vendor and the Town and approved by the Office of Contracts Administration.
21. Failure by the Vendor to provide the Town with any documents, data or other materials required by this Contract, shall be cause for, termination of this Contract, and for withholding all further payments due under this Contract.
22. The Vendor shall maintain all books, documents, papers, and other evidence (hereafter called "Records") directly pertinent to the performance of work under this Contract in accordance with generally acceptable accounting principles and practices consistently applied. The Town, the State Comptroller, the State Attorney General, and the State Department of Labor, or any of their authorized representatives shall have access to all such Records for the purpose of inspection, audit and copying for a period of six years following final payment or the termination of this Contract whichever is later, and any extensions thereto. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Town or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Vendor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Vendor shall timely inform an appropriate Town official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein

shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation. If an audit conducted pursuant to this paragraph shall reveal that Town has been overcharged, Town shall have the right to recover any such overpayments made to Vendor upon at least thirty (30) days' notice to Vendor which notice shall include an analysis of the overpayments and the documentation upon which it is based. However, the right to recover overpayments shall not be construed as liquidated damages or as a limitation on any other rights or remedies that Town may have under this Agreement.

23. This Contract may be cancelled or terminated by the Town, and all monies due, or to become due hereunder may be forfeited, if the Vendor shall knowingly employ either directly or indirectly, in any capacity, any person who at the time of such employment is also an employee of the Town.
24. If the Town finds after notice and hearing that the Vendor or any of Vendor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Town in an attempt to secure a contract or favorable treatment in awarding or making any determinations related to the performance of this Contract, such action shall be deemed a breach of Contract. In the case of such a breach, the Town may, by written notice to Vendor, terminate this Contract and may also pursue other rights and remedies that the law or this Contract provides.
25. Vendor warrants that it has not employed or retained any company or Person, other than a bona fide employee working for the Vendor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or Person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability, or, at its discretion, to deduct from payments and this Contract or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. Vendor agrees that any and all data, analyses, materials or other information oral or written, made available to Vendor with respect to this Contract, and any and all data, analyses, materials, reports or other information, oral or written, prepared by Vendor with respect to this Contract shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by Vendor at any time for any purpose whatsoever other than to Persons or agencies as shall be designated by the Town.
27. The Town shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.

28. Vendor warrants under penalty of perjury that its bid was arrived at independently and without collusion aimed at restricting competition.
29. To the best of Vendor's knowledge and belief, Vendor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that Vendor has disclosed all such relevant information to the Town. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to Vendor or impair or appear to impair the Vendor's objectivity in performing the work for the Town.
30. Vendor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, Vendor will immediately make a full disclosure in writing to the Town. This disclosure shall include a description of actions which Vendor has taken or proposes to take, after consultation with the Town, to avoid, mitigate, or minimize the actual or potential conflict.
31. The Town may terminate this Contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure or information. If Vendor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Town, the Town may terminate the Contract, or pursue such other remedies as may be permitted by the applicable provisions of this Contract regarding termination.
32. In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to employee personnel performing under this Contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract. Vendor agrees to notify the Town immediately of any actual, apparent or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information regarding this Contract, as soon as Vendor becomes aware of such conflict. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Town will notify Vendor of the appropriate action to be taken.
33. To the extent that the work under this Contract requires access to proprietary or confidential business or financial data of other companies, and as such data remains proprietary or confidential, Vendor shall protect such data from

unauthorized use and disclosure and agrees not to use it to compete with such companies.

34. To the extent that State or Federal funds are provided to Vendor or used in paying Vendor under this Contract, Vendor agrees that it will comply with all applicable State and federal laws and regulations, including but not limited to those laws and regulations under which the State or Federal funds were authorized. Vendor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph.
35. Vendor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State, and/or local laws, ordinances, rules, regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Vendor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity; Vendor shall remain primarily responsible for compliance hereunder.
36. Vendor expressly agrees to comply with the Americans with Disabilities (ADA) Act of 1990.
37. Prior to the commencement of any work under this Contract, Vendor is required to meet all legal requirements necessary in the performance of the Contract. It is Vendor's responsibility to obtain any necessary permits, or other authorizations. The Vendor shall also be required to comply with all applicable federal, state and local laws and regulations relating to or delegated in connection with the same, as well as any and all federal, state and local environmental, health, transportation, safety and other laws, ordinances and regulations, which are in effect during the performance of any service by Vendor. Vendor also warrants that all subcontractors or other entities or facilities used by the Vendor in performing the Contract shall comply with all applicable laws, ordinances and regulations. The Town signs this Contract in reliance upon this representation. During the term of this Contract, and any extensions thereof, Vendor, its subcontractors, agents, as well as any other Person acting on Vendor's behalf or under its direction or supervision must remain in compliance with said laws. A failure to notify the Town of noncompliance of which Vendor was or should have been aware, may be considered a material breach of this Contract.
38. Town shall not be responsible for any damages in connection with the cancellation of this Contract.
39. In the event of the failure of Vendor to promptly and fully perform its obligations or if at any time, the Town reasonably believes that Vendor will be unable to perform promptly and fully, at that time or in the future, and Vendor is unable to

furnish the Town upon demand adequate evidence of Vendor's ability to perform promptly and fully, the Town may purchase the items that are the subject of this Contract from another entity. In such a case, the Town shall give Vendor prompt notice that it has selected to act under this paragraph. If the Town's act of cover is caused by Vendor's failure to perform or furnish adequate evidence of ability to perform, the Town shall be entitled to recover as damages the difference between the cost of covering materials and the contract price as well as incidental and consequential damages, less any savings saved as a result of Vendor's breach.

40. This Contract, along with the entire bid package (composed of the Title Page, Table of Contents, Notice to Bidders, Information & Instructions to Bidders, Specifications, Proposal Forms, General Municipal Law, Bidder's Qualifications, and General Contract Provisions) embodies the entire Contract between the parties with respect to the subject matter stipulated herein. Unless otherwise provided, it shall not be changed or modified, except in writing, and executed by both parties.
41. Contract Modification, Amendment, and Termination:
 - (a) Any variation, modifications, or waiver of any provision of the Contract shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Contract.
 - (b) Vendor shall not be held responsible for delay or failure to perform hereunder when such a delay or failure is due to a Force Majeure event.
 - (c) The Town reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Contract.
 - (d) The Town may terminate this Contract upon thirty (30) days written notice to Vendor by sending written notice to Vendor's mailing address.
42. Immigration Reform and Control Act of 1986: Vendor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform Control Act of 1986 and any record acquisition and retention requirement under the Act.
43. Town shall not be charged for any repair or maintenance expenses or bear any responsibility for the maintenance or repair of any Vendor facility or vehicle.
44. The Vendor makes the following representations, warranties, and covenants as of the Contract Date:

(a) The Vendor is a Corporation, duly organized and existing in good standing under the laws of Law of New York and has the power and authority to enter into and perform its obligations under this Contract.

(b) The Vendor has the power, authority and legal right to enter into and perform this Contract, and each other agreement or instrument entered into or to be entered into by the Vendor pursuant to this Contract, and the execution, delivery and performance thereof (i) have been duly authorized, (ii) have the requisite government approval of all government authorities (except those government approvals of governmental authorities which are not legally required as of the Contract Date), (iii) to the best knowledge of the Vendor, will not violate any judgment, order, law or regulation applicable to the Vendor or applicable to any provision of the Vendor's organizational documents, (iv) do not constitute a default under, or result in the creation of any lien, charge, encumbrance, or security, or security interest upon any of Vendor's assets under any material agreement or instrument to which the Vendor is a party or by which the Vendor or its assets may be bound or affected and (v) will not violate any provisions of the Vendor's organizational documents.

(c) This Contract has been duly entered into by the Vendor and, when duly entered into by all the parties hereto, will constitute a legal, valid, and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

(d) There are no pending or, to the Vendor's best knowledge, threatened actions or proceedings before any court or administrative agency against the Vendor or Vendor's affiliates which would adversely affect the financial condition of Vendor or any affiliate of Vendor or Vendor's ability to perform its obligations under this Contract.

(e) Neither the Vendor nor any of its affiliates is subject to any pending or final civil or criminal proceeding which would affect Vendor's fitness to perform the terms of the Contract or otherwise would adversely affect Vendor's ability to obtain any governmental authorizations required in connection with the performance of this Contract.

(f) The Vendor is capable of performing and is willing and intends to perform its obligations in accordance with this Contract, and the Vendor's representations herein do not contain any misstatement of a material fact or omit to state any material fact necessary to make the representations of the Vendor in this Contract not misleading.

(g) The Vendor is financially solvent and the Vendor can furnish the goods required pursuant to this Contract.

(h) The Vendor is familiar with all existing Federal, State and local laws, ordinances and regulations, including but not limited to any special acts, which might materially affect the Vendor's performance under this Contract.

45. The Town shall have the right to claim and recover damages or equitable relief for the Vendor's breach of any term or condition set forth in this Contract or any default hereunder, without being required to terminate this Agreement.
46. The performance of Vendor's obligations under this Contract is essential to the Town and the health and well-being of the inhabitants of the Town, and any delay in or failure of performance may result in substantial damage and injury to the Town that would not be remedied by the payment of monetary damages. If the Vendor fails to perform its obligations hereunder, the Town shall, at its option, be entitled to specific performance by the Vendor of its obligations hereunder.
47. Vendor shall be responsible to provide any training and/or personal protective equipment necessary for its employees, agents, subcontractors, or any Person acting on its behalf or under its supervision and/or control during the performance of this Contract.
48. Any disclaimer of warranties or provisions of this Contract that Vendor supplied with its bid so have no effect. Vendor warrants that any disclaimers are not part of this Contract.
49. The term of this Contract shall be from one year from the date of execution of the contract by the Town Supervisor or his/her designee and may be extended for 4 additional one year periods at the option of the Town.

**AGREEMENT
Successor and Assigns**

This Agreement shall bind the successor, assigns and representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

TOWN OF SOUTHAMPTON

BY: Francis Zappone
Supervisor

BY: Vincent Maggic
Vendor

Tax Id # 47-4106906

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the 2nd day of September 2016, Francis Zappone to me known who, being by me duly sworn, did depose and say that he resides at Southampton, that he is the Dep. Supv of the Town of Southampton, the corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.

NOTARY PUBLIC

Allison Mancuso
Notary Public, State of New York
No. 01MA6110871 Suffolk County
Commission Expires June 1, 20

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the 5th day of April in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent Maggini, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Danielle Harris
DANIELLE HARRIS
Notary Public, State of New York
No. 01HA6208645
Qualified in Suffolk County
Commission Expires 7/6/17

APPENDIX F

REGULATORY AND PUBLIC COMMENTS

1. Summary of Public and Regulatory Comments and Responses.
2. New York State Department of Environmental Conservation (NYSDEC)
 - a. August 19, 2010 – NYSDEC Letter to Town of Southampton (TOS) regarding Local Solid Waste Management Plan Status
 - b. August 1, 2014 – NYSDEC Letter to TOS regarding TOS Draft Local Solid Waste Management Plan
 - c. August 4, 2017 – NYSDEC Memo to TOS with Draft Comments to Plan.
 - d. November 3, 2017 NYSDEC Letter to TOS regarding the TOS Draft Solid Waste Management Plan.
 - e. March 23, 2018 NYSDEC Letter to TOS regarding TOS Draft Solid Waste Management Plan
3. Public Comments
 - a. January 9, 2012 – Jeffrey L. Seeman comments on original draft via letter.
 - b. February 21, 2018 – Stephanie McNamara comments via. Email.
 - c. March 28, 2018 – Ron Klausner comments via email.
4. Notice of Public Comment
 - a. September 2018 – Certified Notice of Public Comment Period. Southampton Press Western Edition.
 - b. September 2018 – Certified Notice of Public Comment Period. Southampton Press Eastern Edition
 - c. September 2018 – Notarized Notice of Public Comment Period being posted at the Town of Southampton Town Clerk’s Sign Board

1.0 PUBLIC COMMENTS AND RESPONSES

The Town began the concerted effort to update and Local Solid Waste Management Plan in 2010. The Town held public hearings on the proposed plan update, and submitted to the NYSDEC for review in December 2011. Due to a number of events that effected the Regional Waste Management community including Hurricane Sandy as well as other administration items, we received the first set of regulatory comments in 2014. The Town began working address the comments, and had interactive communications with the DEC regarding improvements to the document. The following review includes comments that the Town received during the 2011 Public Hearing and comment period and concurrent to the December 2011 Town submission to the DEC, as well as 2017/2018 public comments. Following the 2014, and the 2017, and 2018 DEC comments, the document was revised significantly and was no longer considered a Plan update, but a New Plan. Regulatory comments are referenced by R#, comments received by the public are referenced by P#. Please note that comments R1-R59; and P1-P24 are from the 2011 document, comments R60-R76 and P25-pertain to the most recent document. There were few public comments received from the posting of the New Plan.

1.1 Original SWMP References

Comments R2, R10, R11, P1, P2, P4, P5, P6, P7, P8, P23, P24:

These comments make the request to include the evaluation of progress made from last adopted LSWMP and any obstacles, update of the Executive Summary to reflect the actual dates of the former LSWMP, and enhanced description of the planning units. These comments also reflect public hearing, the reference to draft legislation that would change Waste Management requirements, as well as proposed bans on single use bags.

Response:

The Town reviewed the comments and made the appropriate revisions to discuss changes, progress, obstacles from the last adopted LSWMP. The Town updated the Executive Summary as requested and provided an accurate and enhanced description of the planning units. The current plan reflects the adopted legislation pertaining to permitting and tracking of private carters to gain a better base of knowledge on waste streams other than residential. The revised plan also includes all of the progressive and sustainable plans the Town has implemented.

1.2 LSWMP Planning Period

Comments R1, R60:

These comments pertain to the planning period of the LSWMP of ten years and then further adjusted to be a reflection of the past 20 years. The DEC requested that the document reflect that this is an entirely new plan.

Response:

This has been included in the current plan, and the new implementation plan reflects the goals of the Town's new plan.

1.2 Town Population

Comments R12, R68

These comments pertain to the seasonality of the Town Population and how to determine the annual equivalent full time population as well as projections of the population growth till 2028. This will help shape our future infrastructure needs, and our education and outreach planning. These have been included in the current document.

Response:

The Town fully recognizes the population growth in the seasonal months between May and September. The Town requires a unique and flexible program to handle such a seasonal influx to the full time year residents. The Town has utilized the DEC provided software platform to determine annual population rate growth, although this is based on the full time population, in subsequent years, the full time equivalent will be generated to improve the quality of resultant data. The Town will continue to use these projections to consider future infrastructure needs and operational education and outreach messaging.

1.3 Waste Projections & Composition

Comments R3, R6, R14, R15, R16, R17, R19, R23, R24, R28, R31, R36, R39, R40, R41, R43, R46, R54, R62, R64, P11, P13, P21

These comments pertain to the original SWMP and the Town Transfer Station tracking of only a fraction of the current residential population. The new Town plan fully incorporates increasing the actual data pertaining to industrial, institutional, commercial, residential and biosolid waste streams. The Town has implemented the permit and track program, and as part of its implementation plan will work towards getting information on the generation and disposal aspects of waste. A list of the larger institutions including schools, colleges, hospitals, assisted health care facilities and rehabilitation centers has been included in the plan.

Response:

The Town operates four residential transfer stations. It is estimated that only 15-18% of residential population utilizes the transfer stations, making projections of the entire Planning Unit waste streams near impossible. The Town also had not previously tracked private carters operating within its Planning Unit. In an effort to comply with the NYSDEC on better understanding waste flow through the Town, a permit and tracking of private carter's program was initiated in 2019 whereby, Carters must register with the Town and provide an annual report of waste and recyclable by type, and from what area of land use (Residential, Commercial, Industrial, Institutional, etc.). In addition, the Town has expanded its Implementation Schedule to reflect an outreach program to Commercial, Industrial, Institutional facilities, to better understand their Waste Management Operations and Goals, so that the Town could potentially assist in facilitating change to reduce waste and increase recycling.

1.4 PAYT Program

Comments R13, R18, R47, R56. R65

These comments pertain the PAYT program as a financial incentive to recycling and a potential pricing structure to encourage the use of smaller bags. These comments also go towards a possible expansion of the PAYT program to encourage more residents to take part in this structure. The pricing per bag, covers the cost of the tipping fees, as well as the recycling fees associated with comingled containers. The Town has reviewed the pricing on the PAYT program, and feels comfortable with the structure as it is generally the same price per unit volume. The vendors carrying the bags do not make a profit on the bags, and in some instances, do not consistently carry the bags due to credit holds.

1.5 Programs & Facilities

Comments R34, P10, P22,

These comments pertain to the Town's recycling programs within its own offices and facilities, as well as locations throughout the Town that provide waste management services.

Response:

The Town owns and operates recreational and office buildings to provide Town Services to its constituents. The Town office buildings partake in recycling, and paper reduction efforts, of office paper, cardboard, container recycling and Ewaste. Many of the Town Park Facilities have solar compactors that also provide reduction and recycling. The Town beaches are difficult to manage in regards to recycling, as many of the containers get filled quickly, and are contaminated with MSW. Improving this situation has been included as part of the Town implementation schedule. The Town has also provided information on other waste management facilities located within the Town.

1.6 Planning, Administrative, Legislative, and Financial Structure

Comments R5, R6, R8, R20, R29, R33, R42, R49, R50, R58, R59, R61, R66, R67, R73, R74. R75, R76, P12, P14, P15, P16, P17, P18, P20

These comments pertain to the long term planning, the administration and financial structure of the Town waste activities, and the legislative actions the Town has progressed. They also speak to the alternatives that the Town has considered moving towards the future in waste management, as populations projections increase.

Response:

These comments have been addressed in the new document. The Town has historically operated the four residential self hauler transfer stations that provide waste management disposal services to a small fraction of our community. These four transfer stations are managed and staffed with Town employees. The financial structure is such that the revenue from the PAYT, the tipping fees for certain materials, and interdepartmental chargebacks for Town waste disposal covers the costs of waste disposals, salaries, and vehicle maintenance. The Town had adopted Code Chapter 205 in 2015, and has since

initiated a private hauler permit and track program to gather greater information on waste stream managed by private carters operating within the Town. The result of this permit and track will be a better understanding of waste disposal quantity and composition from the private side. The Town has also enacted legislation to ban the use of single use plastic bags, ban polystyrene cups and food containers, as well as plastic straws and stirrers to reduce single use waste. The Town has also established Green Zones, through a Quiet Communities program, that requires the use of electric yard maintaining equipment. This legislation has reduced harmful emissions, and potential fuel spills, leaks, and has reduced the amount of waste disposed.

1.7 Implementation Schedule

Comments R9, R10, R32, R35, R44, R45, R48, R51, R55, R57, R63, R69, R70, R71, R72

These comments pertain to the Town's requirement to progressively improve this plan and document by taking required steps, to ascertain quantity and composition of the different waste streams, improve education and outreach on waste reduction and recycling programs, and increase access to Town waste management programs.

Response:

The Town has reviewed all comments and revised, and improved the Implementation schedule accordingly.

1.8 Format and Grammatical Corrections

Comments: R27, R52, P25, P26, P28, P29, P30, P31

These Comments provide suggested grammatical revisions to the document content. The majority of the comments were acknowledged and amended in the final submitted plan.

Response:

These comments have been reviewed and addressed with the final report.

1.9 Carter Surveys

Comment R21

This comment refers to a Waste Carter survey. When the Town was developing the code revisions to Chapter 205, a focus group met with several carters and had a survey completed.

Response:

This has been added to the document

1.10 Solid Waste Management Facilities within the Planning Unit

Comment R22

This comment requested information on facilities located within the Planning Unit

Response:

This has been added to the document

1.11 Yardwaste

Comments R25, R26

This comment pertained to grass in the Town Yardwaste Program.

Response:

This has been addressed in the document

1.12 Education, Outreach

Comments R30

This comment requested a full description of the Town's reduction, reuse, and recycling outreach, education and enforcement program.

Response:

This has been addressed in the document.

1.13 Emergency Management and Debris Management & Adjacent Municipalities

Comments R37, R38, R53

These comments related to Emergency Storm Debris and the affects of waste management trends on neighboring jurisdictions.

Response:

This had been addressed in the document. The Town is part of the Suffolk County Multi-Jurisdictional Debris Management Plan which has the goal of facilitating debris management in an emergency in a consistent manner, and relying on adjacent municipalities as needed through use agreements. The DEC has more recently established a Long Island Regional Waste Management Council, that has been discussing challenges amongst waste management and the differences amongst the different municipal programs on Long Island.

New York State Department of Environmental Conservation

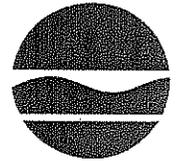
Division of Solid & Hazardous Materials, Region One

Stony Brook University

50 Circle Road, Stony Brook, New York 11790 - 3409

Phone: (631) 444-0375 • FAX: (631) 444-0231

Website: www.dec.ny.gov



Alexander B. Grannis
Commissioner

August 19, 2010

Mr. James Gladysz
Department of Waste Management
Town of Southampton
116 Hampton Road
Southampton, NY 11968

Re: Local Solid Waste Management Plan Status

Dear Mr. Gladysz:

The Department of Environmental Conservation (Department) is sending letters to provide notice to Solid Waste Planning Units whose Local Solid Waste Management Plans (LSWMP) will be expiring on December 31, 2010.

The Department is concerned that some Planning Units might find themselves with an expired LSWMP, which would no longer be considered in effect. The consequences of not having a LSWMP in effect include, but are not limited to, the following:

1. 6NYCRR Part 360-1.7(g) requires that all permit applications, including renewal applications, made by or on behalf of a municipality cannot be determined to be complete until a LSWMP is approved by the Department and in effect. If you have a permit application or renewal due in the near future, the Department is required to review the consistency between the facility and the LSWMP prior to making a completeness determination on an application. In order to avoid unnecessary delays in permitting, we strongly recommend that LSWMP issues be resolved prior to permit applications or renewals being submitted.

2. 6NYCRR Part 360-1.11(h) requires that no waste be accepted by authorized solid waste management facilities when a comprehensive recycling analysis (CRA) is not in effect. A comprehensive recycling analysis is a crucial and required component of a LSWMP. This could impact waste to energy facilities, transfer stations, and landfills, and other permitted solid waste management facilities.

3. It also should be noted that the Department has awarded State grant funding to almost every Planning Unit in New York through Municipal Waste Reduction & Recycling and Household Hazardous Waste (HHW) State Assistance Programs. HHW events, recycling coordinator salary, and MRF and associated processing equipment have all received funding through these grant programs. The Department's ability to release payment may be adversely affected without a LSWMP in effect.

The Department maintains that it is critical that Planning Units continually evaluate and improve their solid waste management strategies since they serve as guardians of public health, safety and the environment. An estimated 37 million tons of municipal solid waste are managed each year in New York State. As it decomposes in a landfill or is combusted in a waste to energy facility, MSW generates approximately 5.74 MMT CO₂e annually, or 2.17 percent of total GHG emissions statewide. Recycling and solid waste management best practices are essential to reducing GHG emissions and combating climate change.

We urge you to work expeditiously to ensure compliance with the planning requirements in 6NYCRR Part 360. The Department is concerned about Planning Units' progress on development of new LSMPs. Accordingly, we request to meet with you regarding progress of LSWMP development. We look forward to working with you in this important endeavor.

If you have any questions, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Syed H. Rahman". The signature is fluid and cursive, written over a white background.

Syed H. Rahman, P.E.
Regional Solid Materials Engineer

cc: D. Vitale
J. Kolodziejski

New York State Department of Environmental Conservation
Division of Materials Management
Bureau of Permitting and Planning, 9th Floor
625 Broadway, Albany, New York 12233-7260
Phone: (518) 402-8678 • Fax: (518) 402-9024
Website: www.dec.ny.gov



AUG 01 2014

Ms. Christine Fetten, P.E.
Director of Municipal Works
Town of Southampton
116 Hampton Road
Southampton, NY, 11968

Dear Ms. Fetten:

Re: Town of Southampton Draft Local Solid Waste Management Plan

Staff from the New York State Department of Environmental Conservation (Department) Central Office in Albany and the Region 1 Office have reviewed the Town of Southampton's (Town) Draft Local Solid Waste Management Plan (LSWMP), dated December 2011, and provide the enclosed comments.

It is recognized that this Draft LSWMP was submitted to the Department in December 2011, and due to a number of internal Department programmatic reasons, final review was not able to be completed until now. We appreciate your patience throughout this process. We recommend meeting to more fully discuss these comments as well as the objectives and content requirements of a LSWMP to assist the Town in completing the development of an approvable LSWMP.

After you have had the opportunity to review these comments, please contact Syed Rahman in the Region 1 Office at your earliest convenience, at (631) 444-0375, to schedule a meeting.

Sincerely,



David Vitale
Director
Bureau of Permitting and Planning

cc: Mr. Christopher Koehler, P.E., CDM Smith

Comments on the Town of Southampton's Draft Local Solid Waste Management Plan (Dated December 2011)

A review was conducted based on the requirements of 6 NYCRR Section 360-15.9 for Local Solid Waste Management Plan (LSWMP) contents and policy guidance issued by the Department. The following comments pertain to those parts of the submitted draft LSWMP that the Department has determined require enhancement. These comments are divided into two sections:

- The first section is a general comments section intended to discuss some of the broader comments on the LSWMP.
- The second section is a specific comments section, presented in the order identified in the LSWMP for ease of identification and evaluation, intended to identify more specific issues related to the text and LSWMP.

Any errors of a typographical nature noted during review will be provided independently as part of future review meetings or conversations for consideration in final editing. Separate response to these comments will not be required and can instead be provided as part of the text of the revised draft LSWMP.

General Comments

1. The planning period for this new LSWMP should be ten years. It is suggested that the planning period selected be 2015 – 2024 to allow adequate time for the Town of Southampton (Town) to complete revisions to the draft LSWMP and receive approval by the Department.
2. The LSWMP should include an evaluation of the progress made toward the goals and projections of the initial LSWMP along with an identification of any challenges or obstacle that were encountered over the previous planning period in achieving those goals.
3. The LSWMP needs to include a more complete estimate of the current composition and quantities of all materials in the waste stream. This includes all waste generated within the Town, regardless of who is responsible for management of the waste. Separate estimates are needed for:
 - municipal solid waste (MSW) (i.e., residential, commercial and institutional waste);
 - construction and demolition (C&D) debris;
 - industrial waste; and
 - biosolids.

The estimate of the waste stream quantity and composition may be based upon applicable published data, data generated by the Town, and/or other reliable information. The goal is for the LSWMP to contain comprehensive waste composition estimates that can be used as a starting point for planning purposes. To aid planning units with estimating waste quantities and composition, the Department has developed a waste calculator that can be used to estimate current and projected MSW generation and recyclable recovery quantities.

This calculator can be found on the Department's website at:
<http://www.dec.ny.gov/chemical/65541.html>.

4. The draft LSWMP provides general and incomplete information on the programs and facilities in the Town. The LSWMP needs to include an enhanced assessment of the current system for managing all solid waste, including details regarding the operation, capacity, contractual agreements, and expected life of the current facilities and programs used for all wastes generated within the Town.
5. The LSWMP needs to include a detailed discussion of the administrative, financial, and legislative structure of the Town with respect to waste management.
6. The LSWMP needs to include an evaluation of the alternatives for the management of all solid waste and recyclables generated in the Town. The draft LSWMP is focused only on the MSW generated by the 15 percent of the population that uses the Town's transfer stations. The information presented in the draft LSWMP needs to be enhanced to more completely evaluate alternatives for management of the various waste streams. Separate evaluations for MSW, C&D debris, industrial waste, and biosolids need to be provided.
7. After evaluation of the alternatives, the options selected for implementation need to be completely described, including the rationale for their selection and their projected effect on reducing waste disposal and increasing recyclables recovery.
8. The LSWMP needs to include a detailed implementation schedule for all processes or programs that will be implemented or further evaluated throughout the 10-year planning period. The schedule should include detailed tasks and subtasks.
9. The implementation schedule will be linked with and form the basis for projecting waste generation, disposal, and recyclable recovery quantities for each year of the 10-year planning period. These projections should be established assuming the alternatives and tasks outlined in the implementation schedule will be successfully implemented.

Specific Comments

Executive Summary

10. The description of the original LSWMP in the Executive Summary and Section 1 is not accurate and should be updated in the revised draft LSWMP. The original LSWMP was approved by the Department on February 26, 1993 with a planning period that ended December 31, 2010.

Section 1: Planning Unit Description

11. The description on page 2 of Section 1 related to the characterization of local solid waste management planning units in New York and their requirements is not accurate and needs to be enhanced if included in the revised draft LSWMP.

12. The population of 60,567 year-round residents identified in the draft LSWMP is not consistent with the 2010 census information which identifies the population for the Town as 56,790. In Sections 1.3 and 2.1.1, it is noted that the population of the Town increases to more than 180,000 during the summer months. That would provide for a year-round population equivalent of at least 123,210 residents. Seasonal population fluctuation and the resulting effect on both waste generation and diversion rates is an important factor that needs to be more completely evaluated in the LSWMP. An estimate for the number of seasonal visitors and the projected impact on waste generation and diversion should also be included in the revised draft LSWMP. This will have impacts on infrastructure needs as well as outreach, education and enforcement needs and programs.
13. The Town's PAYT program, implemented at the four municipal transfer stations, which requires residents to purchase "Green Bags" to dispose of MSW while recycling is free, is identified in Section 1.3 and conceptually provides a strong incentive for participants to recycle. The description identifies two sizes of bags (33 gallon and 13 gallon) that residents may purchase. Currently, the pricing structure allows the larger bags to have a lesser cost per gallon than the smaller bags, thereby encouraging choosing the larger bags over the smaller ones. A strong PAYT program generally creates an incentive to dispose of less waste by both providing free recycling and encouraging the use of the smaller bag through a financial incentive. It may benefit the Town to review the pricing of the bags.
14. A list of any institutions including school districts, colleges, hospitals, nursing homes, adult care and rehabilitation centers, prisons etc within the Town should be identified in this section.

Section 2: Solid Waste Quantities and Types

15. As noted in comments 3 and 6, the LSWMP needs to address, MSW (i.e., residential, commercial and institutional waste), C&D debris, industrial waste, and biosolids generated in the Town. The LSWMP should also include a quantification and characterization of each of these waste streams including identifying large commercial, institutional and industrial generators along with their impacts on the solid waste system.
16. The LSWMP needs to include an estimate of the waste stream quantity and composition. As noted in comment 3, the estimate of the waste stream quantity and composition may be based upon applicable published data, data generated by the Town, and/or other reliable information. To aid planning units with estimating waste quantities and composition, the Department has developed a waste calculator that can be used to estimate current and projected MSW generation and recyclable recovery quantities. This calculator can be found on the Department's website at: <http://www.dec.ny.gov/chemical/65541.html>.
17. The figures presented in this Section and discussed on page 4 of Section 2 reflect waste and recycling estimates from only 15 percent of the population of the Town. Data gathered from the transfer stations under the Town's PAYT program is not an accurate representation of the entire Town's solid waste generation and diversion rates. Therefore, though the diversion rate through the transfer stations appears strong, these figures need to

be viewed in context both within the Town's overall program as well as when compared to statewide data. The LSWMP, and its implementation schedule, should include an aggressive effort to document all waste generated in the Town, including solid waste which is not managed at Town facilities.

Section 3: Current Solid Waste Program

18. The information provided in response to comment 13 related to the Town's PAYT program, should be included in the discussion related to the PAYT program in Section 3.2.1. Additionally, this description of the current program should provide additional details related to the number, location and requirements of retailers that sell the bags and whether or not there is any financial compensation provided to the Town from the retailers as part of the program.
19. Section 3.2.1 in the draft LSWMP states that the recycling rate at the transfer stations is 41%, where earlier in Section 1.3 it was stated as 51%. This discrepancy should be rectified in the revised draft LSWMP as a component of the more complete evaluation of the waste stream generation and diversion rates.
20. With respect to the collection and processing of private haulers in the Town it is stated in Section 3.2.2 on page 2 of Section 3 that "Recyclables and MSW are separated from one another at the receiving facility for proper management of waste." Through General Municipal Law, source separation of recyclables is required in each municipality in the State. The collection and processing practices with respect to recyclables collection and processing by private haulers needs to be clarified in the revised draft LSWMP to ensure consistency with both State and Town law.
21. Section 3.2.2 references a survey completed by the Town of several private haulers related to their collection practices. The results of this survey should be either directly incorporated into the LSWMP or included as an Appendix.
22. While the draft LSWMP describes the Town-operated transfer stations, it does not identify any of the other solid waste management facilities within the Planning Unit. All solid waste management facilities, whether municipally or privately operated, need to be identified in the final LSWMP. There are many active facilities, including recyclables handling and recovery facilities and C&D debris processing facilities, which should be described.
23. The first paragraph of Section 3.4.1 defines MSW of the draft LSWMP as only the material accepted at the transfer stations. Since this is only a small subset of the full MSW, this will need to be revised in the revised draft LSWMP. Additionally, it is stated in that same paragraph that food scraps cannot be recycled. This organic material can be recycled through composting or anaerobic digestion, but is just not currently managed by the Town in that manner.

24. On page 10 of Section 3 in Section 3.4.2.3, as part of the commingled containers discussion it is indicated that all of the plastic containers #1 - #7 are collected yet then states that "however only PET and HDPE are recycled from the commingled plastics". It should be explained in the revised draft LSWMP the reason for this practice and what happens to the other plastic containers that are collected. It is noted in Section 3.4.2.4 that film plastics from boat shrink wrap and greenhouses as well as fish net/line materials are recycled so it seems inconsistent that #3-7 plastic containers are collected and then discarded.
25. Section 3.4.3 of the LSWMP describes the yard waste program and indicates that grass is not accepted at any Town-operated facility. The details of the implementation and enforcement of that program should be detailed in the revised draft LSWMP.
26. Based on the information presented in Table 3-2 in Section 3.4.3, it appears that the Town is accepting commercially generated yard waste or yard waste from landscaping businesses. The practices related to acceptance of yard waste from commercial generators should be clarified in the revised draft LSWMP including whether or not the prohibition of acceptance of grass applies to these generators in addition to residents.
27. Figure 3.7 in Section 3.4 of the draft LSWMP is misplaced or mislabeled. The y-axis may be incorrectly labeled.
28. Section 3.4.4.1 of the draft LSWMP indicates that the Town delivers C&D debris to the transfer stations as well as residents. The amounts of material received by the residents and the amount generated by the Town and included in the tonnages specified should be identified in the revised draft LSWMP.
29. A more discussion of the results of the 2011 bid for the management of mixed paper should be provided in the revised draft LSWMP. Although it was noted in Section 6.2.3 of the draft LSWMP, details were not provided. This discussion should more appropriately be included in Section 3 of the revised draft LSWMP.
30. A full description of the Town's waste reduction, reuse, and recycling outreach, education, and enforcement program should be described in this Section of the LSWMP.
31. As noted in comments 3, 6 and 15, the LSWMP needs to address MSW (i.e., residential, commercial and institutional waste), C&D debris, industrial waste, and biosolids generated in the Town. Accordingly, Section 3 in the revised draft LSWMP should be enhanced to include full descriptions of the current programs for all of these waste streams and generators including a comprehensive description of currently collected recyclables from all residential, commercial and institutional generators.
32. A description of the waste management programs at these of any institutions in the Town including school districts, colleges, hospitals, nursing homes, adult care and rehabilitation centers, prisons etc. should be provided. If additional information is not available, a task for obtaining and evaluating this information should be incorporated into the implementation schedule.

33. The LSWMP should also include an expanded discussion of the existing local source separation law and its implementation and enforcement. Any necessary changes or updates to this or any other waste management related laws should be evaluated in Section 8 and included in the implementation schedule.
34. A description of the Town's municipal offices/facilities recycling programs should be described in this Section of the LSWMP. There should also be discussion of any public space recycling activities undertaken by the Town or private entities within the Town.
35. A discussion related to disposal or recycling practices of industrial waste from the industries within the Town should be provided. If information is not currently available, a task for obtaining and evaluating this information should be incorporated into the implementation schedule.
36. A discussion related to management practices of biosolids generated from the Town should be provided.
37. The LSWMP should include a discussion of any weather and storm events that caused a significant amount of debris to be generated and managed by the Town. The LSWMP should address any emergency framework or policies that have been developed by the Town for the management of this material in the future.
38. A description of the impacts of the current solid waste management system on neighboring jurisdiction needs to be added to the revised draft LSWMP.

Section 4: Future Local Planning Unit Projections and Solid Waste Changes

39. C&D debris that is sent to the Town of Brookhaven landfill or any landfill, even when used as daily cover, is considered disposal in New York State and should not be included in recycling rate calculations.
40. Table 4-1, MSW and Recyclables by Waste Stream 5-year Trend in Tons, is not a proper representation of the complete MSW stream or even the entire residential portion of MSW, as it only represents the 15% of residents that use the transfer stations and participate in the PAYT program.
41. As noted in comments 3 and 16, the LSWMP needs to project waste composition and quantity information, including an assessment of all waste anticipated to be generated within the Town and the amount to be recovered as recyclables during the 10-year planning period. Separate projections should be included for MSW, C&D debris, industrial waste, and biosolids. These projections should account for any anticipated changes to the various waste streams.

The projected reductions in waste generation and disposal, and the projected increase in waste recovery that will occur over the 10-year planning period of the LSWMP should be established assuming the alternatives and tasks outlined in the implementation schedule will all be implemented successfully. The sources of data and assumptions, used to make these projections should be identified. Any anticipated changes to the planning unit and/or to the waste stream, and how they affect the projections should also be identified.

The Department's waste calculator is a tool that can be used to estimate current and projected recyclables, waste generation, and recovery quantities. This calculator can aid in deriving estimates for potential diversion for MSW and C&D debris.

42. This Section should also include a description of anticipated changes to the Town that may affect waste generation such as:
 - a. expected residential development;
 - b. proposed or planned commercial development;
 - c. proposed or planned industrial development; and
 - d. special conditions that may affect any of these characteristics.
43. This Section should also include a description of anticipated changes to the waste stream in the Town during the planning period.
44. On page 10 of Section 4, the draft LSWMP references that the Town intends to wait until one full year of data is collected from the private haulers before developing goals for the LSWMP. As noted in comments 8, 9 and 39, the LSWMP needs to include a detailed implementation schedule for the entire 10-year planning period which is integrally linked with goals and projections of reduction in disposal of waste and increases in recovery. Biennial LSWMP Compliance Reports, which are required to be submitted to the Department, will serve to discuss any changes in the program and to the implementation schedule based on implementation of the LSWMP including the gathering of additional data and information.

Section 5: Alternatives Analysis

45. As discussed in comments 6 and 7, the draft LSWMP fails to adequately evaluate technologies and programs that may be able to be implemented during the 10-year planning period. While the broader alternatives related to the current operations of the Town facilities are presented, an evaluation and summary of alternatives considered for the management of all waste and recyclable streams needs to be provided. The rationale for the selected alternatives also needs to be provided. Separate evaluations for MSW, C&D debris, biosolids, and industrial waste should be provided along with discussion related to any continual or future alternative evaluations necessary. These should be incorporated into the implementation schedule as applicable.
46. A comprehensive description, discussion, and evaluation of food scraps. The Department's data indicates organics, including food scraps management alternatives and plans should be included in the LSWMP. Organics are a significant component of the waste stream. Using the Department's waste calculator, it is estimated that in the Town, food scraps comprise approximately 15% of the waste stream, yard trimmings comprise approximately 9%, and compostable paper (e.g., soiled paper not accepted as a recyclable paper) comprises approximately 6% for a total of approximately 30% of the MSW stream. A wide variety of options exists for management of these materials and should be evaluated as part of the LSWMP.

It is important to remember that the evaluation of alternatives for food scraps as well as all other materials should not be limited to infrastructure development. Examples of several activities related to organics which do not require additional infrastructure but instead would require education and coordination by the Town include, but are not limited to:

- a. the reduction of institutional food scraps generation by better tracking of material by the institutions; and
- b. working with large generators of food scraps such as grocery stores, restaurants, colleges and schools to foster recovery and processing programs both on-site and potentially in conjunction with sewage treatment plants or farms that use anaerobic digesters.

47. Chapter 5 of the LSWMP should include a description of the alternative recyclables recovery program strategies that were considered and the reasons why the strategies were selected or rejected. Examples for evaluation include the following:

- a. implement new source separation and collection strategies;
- b. incentives, including volume based pricing structures (PAYT/SMART Program);
- c. expand education and outreach strategies;
- d. implement enforcement strategies;
- e. recover additional materials;
- f. implement public space and event recycling; and
- g. develop C&D debris collection and processing (municipal/private/combination).

48. Chapter 5 of the LSWMP should include a description of the alternative organics recovery program strategies that were considered and the reasons why the strategies were selected or rejected. Examples for evaluation include the following:

- a. recover additional materials, (e.g., food scraps and non-recyclable MSW paper);
- b. maximize composting of yard trimmings from all generators;
- c. implement yard trimmings and food scraps co-composting;
- d. promote backyard composting in combination with the leave-it-on-the-lawn program;
- e. implement biosolids composting or anaerobic digestion;
- f. support on-site composting options by large generators of food scraps;
- g. promote food donation to local food banks;
- h. promote composting of mortality waste;
- i. support or implement anaerobic digestion of various organic materials;
- j. support or implement land application of various organic materials; and
- k. develop organics collection alternatives (municipal/private/combination).

49. Chapter 5 of the LSWMP should include a description of the alternative waste reduction program strategies that were considered and the reasons why the strategies were selected or rejected. Examples for evaluation include the following:

- a. public education efforts that communicate the benefits of waste prevention;

- b. implement volume based pricing programs for waste (PAYT/SMART Program);
 - c. support product stewardship initiatives or extended producer responsibility;
 - d. promote junk mail and phone book reduction/opt out lists; and
 - e. support and implement toxics reduction measures, such as the Mercury Added Consumer Products Act.
50. Chapter 5 of the LSWMP should include a description of the alternative reuse program strategies that were considered and the reasons why the strategies were selected or rejected. Examples for evaluation include the following:
- a. support existing reuse centers and material exchanges;
 - b. encourage use of the Food Bank Network;
 - c. support of food and clothing donation programs: food banks and charitable organizations;
 - d. encourage and incentivize building deconstruction and building material reuse; and
 - e. incorporate reuse into government procurement and asset management.

Section 6: Integrated System Selection

51. In this Section, the LSWMP needs to include a detailed implementation plan for all processes or programs that will be established, modified, or further evaluated as a result of the planning process. The descriptions in the implementation items in Section 6 should include more detail than is currently provided (e.g., required resources, milestones, and projected start and completion dates) as they form the basis for the implementation schedule and waste stream projections of the LSWMP. Additional program elements that will be included in the LSWMP as a result of further evaluation and discussion in response to these comments and any public comments received should be incorporated into the Section in the revised draft LSWMP. This is a critical section of the LSWMP and should provide details of all the programs planned and integrally linked to the implementation schedule in Section 7.
52. Much of the information presented in this Section is more of a discussion of current practices which is more appropriately presented in Section 3. Any implementation that builds on existing practices can be described in that manner in this Section in the revised draft LSWMP.
53. A description of the impacts on neighboring jurisdiction including a list of any significant issues, conditions, or characteristics which could complement or adversely affect implementation of the LSWMP and achievement of its goals should be included in this Section.
54. Current C&D debris management of material received at the North Sea Transfer Station is noted in Section 6.2.5. As noted in comment 38, C&D debris that is sent to the Town of Brookhaven landfill or any landfill, even when used as daily cover, is considered disposal in New York State and should not be included in recycling rate calculations.

55. As noted in comment 45, the plans and evaluations for management of food scraps in Section 6.3.2 needs to be enhanced to include more detail and a time frame for research and development of a program.
56. The discussion of the PAYT program in Section 6.4.1 at the transfer stations is limited to only the 15 percent of the residents that use these facilities. A broader discussion and plans for potential implementation of PAYT on a broader scale should be incorporated into the discussion and implementation schedule in the revised draft LSWMP.

Section 7: Implementation Schedule

57. As discussed in comments 8 and 9, the implementation schedule needs to be significantly enhanced to incorporate all the implementation steps from all the various programs identified into a comprehensive schedule. This schedule will be linked with and form the basis of the disposal and recyclables recovery projections for the entire 10-year planning period and form the basis for calculating the projected waste generation and disposal reductions and material recovery increases. The disposal and recovery projections will be initially established in the LSWMP assuming the alternatives and tasks outlined in the implementation schedule will be successfully implemented. That will form a set of optimal rate projections. It should be understood that these optimal rate projections are intended for use as a planning tool only and as such will not be considered a commitment to achievement by the Town. As programs progress and new information becomes available, these projections are expected to evolve and require revision over time. Accordingly, to remain a valuable planning tool, it is expected these optimal rate projections will be updated or revised in each biennial compliance report along with the implementation schedule, as necessary.

Section 8: Laws and Regulations

58. The discussion in this Section should be enhanced to identify the specific components of the Town's laws that will be targeted for revision. Time frames for the proposed revisions should be identified and incorporated into the implementation schedule in Section 7.

Appendices

(New) Appendix E - Resolution Adopting the LSWMP

59. An additional Appendix should be added to the final LSWMP which includes a copy of the Resolution enacted by the planning unit adopting the LSWMP. This Resolution must state that the planning unit will:
 - a. adopt the final LSWMP; and
 - b. implement the programs, projects and plans as identified in the final LSWMP.

From: [Munar Moreno, Paola A \(DEC\)](#)
To: [Christine Fetten](#)
Subject: Draft LSWMP - County
Date: Friday, August 4, 2017 2:00:41 PM
Attachments: [Implementation Schedule.pdf](#)

Ms. Fetten,

Please find below a draft version of the comments on the draft LSWMP of Town of Southampton. We will send an official letter in the upcoming weeks, but since the plan is in pretty good shape I thought we could work on it in the meantime.

Also, I have attached some samples of implementation schedules for your reference.

Feel free to give me a call if you have any questions or comments, otherwise I'll touch base with you again next week.

Many Thanks,

Paola Munar-Moreno
Environmental Engineer 1, Division of Materials Management

New York State Department of Environmental Conservation
625 Broadway, 9th Floor, Albany, NY 12233
P: 518-402-8678 | paola.munarmoreno@dec.ny.gov
Fx: 518-402-9024

www.dec.ny.gov |  | 

Comments on the Town of Southampton Draft Solid Waste Management Plan

A review of the Town of Southampton (Town) Draft Solid Waste Management Plan (SWMP) was conducted based on the requirements of 6 NYCRR Section 360-15.9 for LSWMP contents, and policy guidance issued by the Department. In accordance with 360-15.10(a), the Department has determined that the draft LSWMP requires enhancement in order to substantively address all the requirements identified in 360-15.9 and the policy guidance.

The following comments pertain to those parts of the submitted draft SWMP that the Department has determined require improvement and are presented in the order identified in the draft LSWMP for ease of identification and evaluation.

Any errors of a typographical nature noted during review will be provided independently for consideration

in the final editing. Separate response to these comments will not be required and can instead be provided as part of the text of the revised draft LSWMP.

Executive Summary

1. It is indicated on pages ES-1 and 1-1 that the draft LSWMP is an update of the 20 year LSWMP under which the Town has been operating. Please revise the document to reflect that this is a brand new plan and not an updated version of the old plan.

Section 1

2. On the second paragraph of page 1-1 it is stated that according to "Beyond Waste," the State intends to prevent waste accumulation. However, the State's goal is to reduce waste generation and increase recycling. Please correct this information on the document.
3. The list of Top 20 industrial and commercial entities should be included in the next iteration of the document.

Section 2

4. Page 2-4 indicates that Southampton will require private haulers operating within the Town to submit recycling data for inclusion in annual reports. A task to put this program into action should be incorporated into the implementation schedule.
5. The LSWMP needs to include a complete estimate of the current composition and quantities of all materials in the waste stream. This includes all waste generated within the Town, regardless of who is responsible for management of the waste. The Draft LSWMP is focused on the MSW and C&D streams, but failed to include the biosolids and industrial waste streams. If generation of these types of wastes is minimal or unknown a narrative explaining this circumstances should be included, and a task for obtaining and evaluating this information should be incorporated into the implementation schedule.
6. It is mentioned on page 2-1 that expanding and improving access to recycling facilities and services is a key feature of this SWMP, however, it wasn't described how this is going to be accomplished. Please include all tasks and subtasks dedicated to his effort into the implementation schedule.

Section 3

7. It is stated on page 3-2 that MSW and recyclables are collected comingled from individual homes in hauler- provided containers. Please elaborate further on the services provided by the hauler and clarify whether or not the private carters are offering source separation for recyclables.
8. Please revise Section 3.5 existing disposal and recyclables markets to reflect more up-to-date information.

Section 4

9. It is suggested to calculate the population and solid waste projections until 2028. The tree year extension will maintain a total of 10-year as a planning period for the Town. Moreover, bear in mind that all solid waste projections should be established assuming the alternatives selected and all the activities and tasks outlined in the implementation schedule will be successfully implemented.

Section 5

10. The specific alternative analysis was comprehensive, however, it was mostly focused on the management of MSW and source separated recyclables. The SWMP should include an evaluation of alternatives for all waste streams including C&D and industrial waste.
11. It is mention on Section 5.6.4 that The Town will evaluate the option of processing food waste with their lawn and yard waste in the future. Please include this activity as a task o subtask into the implementation schedule.

Section 6

12. The integrated system selection of the draft SWMP includes a very general discussion about outreach and education, however, this is one of the most important programs of a SWMP. Please enhanced the discussion to thoroughly describe all the activities that will be undertaken by the Town during the planning period in regards of education and outreach and include all corresponding tasks and subtasks into the implementation schedule. Moreover, Town of Southampton should consider including education and outreach activities focused to reduce and reuse the C&D stream in residential and commercial properties. Topics such as building deconstruction and building material reuse should be considered for the education programs.

Section 7

13. The implementation schedule of the draft LSWMP is incomplete and lack of detail. It needs to be significantly enhanced and include a list of all activities or programs that will be established, modified, or further evaluated throughout the 10-year planning period. Each program or activity should include a list of tasks, subtasks, timeframes, and the person responsible to complete the tasks. Additionally, existing gaps in data or program information need to be identified as a task or subtask and be incorporated into the implementation schedule.

The implementation schedule will become the LSWMP backbone for future implementation and review, as such it needs to be as detailed as possible, integrally linking all program elements for the entire LSWMP, and for all waste generating sectors and waste streams.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Materials Management, Bureau of Permitting and Planning
625 Broadway, 9th Floor, Albany, New York 12233-7260
P: (518) 402-8678 | F: (518) 402-9024
www.dec.ny.gov

NOV 03 2017

Ms. Christine Fetten
Director of Municipal Works
Town of Southampton
Department of Municipal Works
116 Hampton Road
Southampton, NY 11968

Dear Ms. Fetten:

Re: Town of Southampton Draft Solid Waste Management Plan

The New York State Department of Environmental Conservation (Department) has completed review of the Town of Southampton's (Town) Draft Solid Waste Management Plan (SWMP) received as a final draft on October 26, 2017.

Based on this review, the Department has determined the Town's SWMP provide substantive consideration of the elements set forth in New York State Environmental Conservation Law (Section 27-0107) and the State's Solid Waste Management Facilities regulations (6 NYCRR Part 360-15.9) and constitutes an approvable plan.

In order for the Department to grant final approval of the Town's SWMP, the following items must be submitted:

1. A complete stand-alone final Town of Southampton SWMP which contains all revisions to the draft SWMP made as a result of public comment as well as the clarifications discussed with you.
2. A copy of the required State Environmental Quality Review (SEQR) determination for the SWMP prepared in accordance with the applicable requirements for a type 1 action of 6 NYCRR Section 617;
3. A summary of the public comments received on the draft SWMP; and
4. Certified resolutions from the Town of Southampton stating: 1) that the SWMP is adopted by the Town and 2) that the Town will implement the solid waste management programs, projects, and plans as identified in the final SWMP. These certified resolutions should be included in Section 9.4 of the final SWMP.

A print copy and an electronic copy of the above items should be sent to the Department to each of the following:

Mr. Richard Clarkson, Director
Bureau of Permitting and Planning
Division of Materials Management
New York State Department of Environmental Conservation
625 Broadway, 9th Floor
Albany, NY 12233-7260

and

Mr. Syed Rahman, Regional Materials Management Engineer
Region 1 Office
New York State Department of Environmental Conservation
Stony Brook University - 50 Circle Road
Stony Brook, NY 11790

The Department will continue to work with the Town through this finalization process. Please contact Paola Munar Moreno in Central Office at (518) 402-8678 or paola.munarmoreno@dec.ny.gov if you have any questions concerning this matter.

Sincerely,



Richard Clarkson, P.E.
Director
Bureau of Permitting and Planning

bcc: R. Clarkson/P. Munar Moreno

PM:ks

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Comments on the Town of Southampton Draft Solid Waste Management Plan

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The following comments pertain to those parts of the submitted draft SWMP that the Department has determined require improvement and are presented in the order identified in the draft LSWMP for ease of identification and evaluation.

Any errors of a typographical nature noted during review will be provided independently for consideration in the final editing. Separate response to these comments will not be required and can instead be provided as part of the text of the revised draft LSWMP.

Executive Summary

1. It is indicated on pages ES-1 and 1-1 that the draft LSWMP is an update of the 20 year LSWMP under which the Town has been operating. Please revise the document to reflect that this is a brand new plan and not an updated version of the old plan.

Section 1

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3. The list of Top 20 industrial and commercial entities should be included in the next iteration of the document.

Section 2

4. Page 2-4 indicates that Southampton will require private haulers operating within the Town to submit recycling data for inclusion in annual reports. A task to put this program into action should be incorporated into the implementation schedule.
5. The LSWMP needs to include a complete estimate of the current composition and quantities of all materials in the waste stream. This includes all waste generated within the Town, regardless of who is responsible for management of the waste. The Draft LSWMP is focused on the MSW and C&D streams, but failed to include the biosolids and industrial waste streams. If generation of these types of wastes is minimal or unknown a narrative explaining this circumstances should be included, and a task for obtaining and evaluating this information should be incorporated into the implementation schedule.
6. It is mentioned on page 2-1 that expanding and improving access to recycling facilities and services is a key feature of this SWMP, however, it wasn't described how this is going to be accomplished. Please include all tasks and subtasks dedicated to his effort into the implementation schedule.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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MAR 23 2018

Ms. Christine Fetten
Director of Municipal Works
Town of Southampton
Department of Municipal Works
116 Hampton Road
Southampton, NY 11968

Dear Ms. Fetten:

Re: Town of Southampton Draft Solid Waste Management Plan

The New York State Department of Environmental Conservation (Department) completed the review of the above referenced Draft LSWMP dated May 2015, and offered the enclosed comments to you via email on August 21, 2017. This letter serves to confirm that the Department determined on August 21 that the draft plan was complete and continued the review and approval process of the LSWMP.

The Department thanks you for your continued efforts to further develop the Town's solid waste management program. If you have any questions or require additional guidance, please contact me via phone at (518) 402-8678 or by email at paola.munarmoreno@dec.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Munar-Moreno".

Paola Munar-Moreno
Assistant Engineer
Bureau of Solid Waste Management

Enclosure



Department of
Environmental
Conservation

RECEIVED

2012 JAN -9 PM 1:46

Jeffrey L. Seeman
42 Lewis Road
East Quogue, NY 11942
jlscoast@optonline.net

TOWN OF SOUTHAMPTON
TOWN CLERK'S OFFICE

January 6, 2012

Town Clerk
Town of Southampton
116 Hampton Road
Southampton, NY 11968

NYSDEC, Ajay Shah, Regional Solid and Hazardous Materials Engineer, Region 1
Building 40 Circle Road
SUNY Campus
Stony Brook, NY 11790-3409

RE: Comments to:
Southampton Town Final Draft Solid Waste Management Plan Update: 2011-2025, December 8, 2011

Dear Sirs:

The following are comments to the "on-line" version of the Town of Southampton (TOS) Final Draft Solid Waste Management Plan Update 2011-2025, December 8, 2011 (FDSWMP) as accessed via the Town of Southampton's official website:

General Summary:

The FDSWMP is an incomplete document and does not meet the minimum requirements of a "Draft" Plan. The document does not include key 6NYCRR Part 360 components of a SWMP:

- Does not include a Comprehensive Recycling Analysis for the Planning Unit's waste stream.
- Fails to provide a complete history of the Town's solid waste management since the last Update, and specifically what happened to the Local Law for Mandatory Source Separation.
- Fails to provide adequate discussion of proposed Local Laws and Regulations pertaining to solid waste management including permitting. The Plan recommends the TOS draft local regulations in 2012, but the document provides no draft language for the proposed legislation, its enforcement, penalties or management. One result is that the economic impacts of the selected waste management plan are considered incomplete.
- Fails to provide the public with an appropriate time for the Public Hearing. The Town's decision to set and post the FDSWMP Public Hearing date for January 10, 2012 at 1:00 PM suggests that many of the seasonal residents (nearly 120,000 people of the impacted residential population) and many local residents are unable to attend. In a PU with a large quantity of seasonal residents and businesses this is potentially exclusionary; is contradictory to the language of the ninth "whereas" pursuant to Town Board Resolution 1294 and does not allow for a balanced, transparent discussion. On such an important topic as long term solid waste planning, a Public Hearing date nearer the time of peak population should have been selected.
- The Town Board has approved "Alternative 1" before the NYSDEC and public comment period has closed. The decision is premature.
- The FDSWMP focuses on the Town's PAYT program and Town operated Transfer Stations, which reflect less than 15% of the PU's waste generation. The document depends upon USEPA national waste generation estimates for more than 85% of the residential waste and 100% of the

commercial, institutional and industrial waste. In the PU are large seasonal population swings. The use of the national data to estimate existing waste generation and then project future estimates on these tonnages, with seasonal population ranging from 60,000 to 180,000 appears beyond a reasonable degree of accuracy. The USEPA does not recommend the national per capita estimate for waste generation be used for significant decision making. The document needs to provide accurate waste generation tonnages and waste characterizations for the different types of waste streams. The Draft preparers have not adequately demonstrated the USEPA estimates are within a scientifically acceptable statistical limit of accuracy. Basically, the majority of the existing and the future waste generation analysis is simply a guess.

- The NYSDEC granted the TOS multiple deadline extensions for completion of the Updated SWMP. The Town and its consultants have not presented a Plan that displays substantive information. It is at best a summary of the existing PAYT program with some speculation of what might form a future plan. This brings into question the Plan's implementation, economic impact analysis and its enforcement. With adequate time and resources to prepare the Plan; why have its preparers and the TOS reviewers, submitted a document with so many significant omissions? How can the Plan include the timeframe from 2011-2025, when the Final Draft document is dated December 8, 2011? This suggests only the last days of 2011 are included.
- During the Plan's preparation the TOS made significant changes to its waste management administrative structure, recycling coordination, and long range waste disposal contracts (without an updated Plan in place). The TOS is currently considering legislation on plastic bag use and has a curbside collection program for yard waste which is best described as in a "state of flux." The FDSWMP provides little discussion on these current trends or direction to solving the immediate solid waste problems, bringing forward the question of its overall implementation and practicality.

Therefore it is recommended that the NYSDEC not accept the Draft SWMP as "adequate" and require the Town of Southampton to complete an acceptable Draft, which can then be re-circulated for *substantive* public comment.

Specific Questions and Comments:

1. The document fails to provide an adequate CRA in accordance with 6NYCRR Part 360 1.9 requirements.
2. The document fails to provide a list, location and description of *all* (private-commercial and municipal) existing and proposed solid waste facilities within the PU.
3. The document provides very limited information on actual waste characteristics and generation. The information is primarily based on the Town operated Transfer Stations. This information does not reflect an accurate inventory of waste within the PU generated by non-residential entities or residential single stream waste collected by the carters at curbside.
4. In the Executive Summary and in Section 6, the document stated the Town Council, Solid Waste Management Committee (SWMC) and Municipal Works Department unanimously voted for Alternative 1. The document further stated the Town Council "approved" to proceed with Alternative 1. What was the mechanism for the vote and approval? Was there a resolution passed; and if so, what is the resolution number? Explain how the Alternative selection decision was reached and on what criteria was used to determine the selection. Was there a public hearing, public informational meeting, or other Town Board request for public comment or

NYSDEC comment prior to the selection of Alternative 1? Was the Highway Department (which is charged with the curbside collection of residential yard waste) included in the alternatives selection process? Where is the selection process approval record supporting Alternative 1?

5. The TOS has less than 15% of the public utilizing the PAYT program and more than 85% of the public using private curbside collection. The document uses USEPA national estimates for per capita waste generation. The USEPA Methodology document clearly stated the use of the national average for waste generation is for "ball park" comparative use, and should not be used for a Planning Unit's (PU) major decision making process. The fact that the PU's population increases seasonally from approximately 60,000 full time residents to approximately 180,000 people creates a substantial risk in waste projections using the USEPA estimates. Furthermore the USEPA national estimates are inclusive of wastes generated by institutions, commercial entities, hotels, restaurants, etc. Since these estimates are being applied to more than 85% of the PU's waste generation and applied to future waste generation estimates (based on anticipated population growth) there is potential for significant error on a compounding scale. The FDSWMP must include actual waste generation quantities and waste characteristics within the PU and not the USEPA national average. The USEPA data is not an accurate method for calculating existing waste generation and then projecting on this figure, future waste estimates.
6. Section 8 Laws and Regulations is incomplete. At the minimum, the Section must provide a draft of any proposed local regulations that impact the management of solid waste. The draft legislation is the cornerstone of the Plan and without its inclusion, there is nothing to comment upon. The earlier updates to the TOS SWMP prepared in the 1990s provided local laws pertaining to curbside source separation and solid waste vehicle permitting. These regulations were applicable regardless of whether or not the carters or collection entities utilized the Town's solid waste facilities. Neither Sections 3 nor Section 8 provides information regarding what happened to these local laws, if the regulations were modified, rescinded or not enforced. The FDSWMP simply states that the TOS has had no ability to collect solid waste data from the curbside collection service providers. This is not an accurate description of local laws or waste controls.
7. Alternative 1 does not provide substantive details on how the permitting program will be implemented, only that it will require at least a year to draft legislation. The implementation of Alternative 1 must include a detailed discussion on how the selected alternative will be administered, how and who will be responsible for enforcement, and what will be the penalties for violations (monetary, incarceration, warnings). Other municipalities in New York State have adopted similar programs. Samples of their regulations could easily have been provided with a discussion on the permit program positive and negative aspects. Explain why for Alternative 1, draft regulations, a description of the enforcement practices, details on economic impacts and overall administration would require additional input from the carting industry before placement in the FDSWMP. Does the TOS have the authority to propose draft legislations for solid waste collection and disposal practices within the PU or does it not?
8. Failing to provide details of proposed private curbside permitting and/or private collection mandatory source separation legislation in the Plan, further delays the review and implementation of the Plan update. The Draft states that the TOS and private carters currently operating in the TOS will develop the framework for a permitting program, "that works for both groups." One goal of a SWMP is to provide proposed waste regulations that allow the public to offer substantive comments. To recommend the TOS and carting industry will work out the permitting and recycling legislation reduces the public's input or at best delays public comment until the actual legislation is offered at a public hearing. Why should carters operating in the TOS be the

sole resource for the waste industry's local legislation, exclusive of others? The draft legislation must be included in the FDSWMP whereby the public and the private carters can offer comments and recommendations now, as part of the comments to the FDSWMP. This approach would develop the program with greater expediency and provide adequate public input before the legislative hearings required prior to enactment.

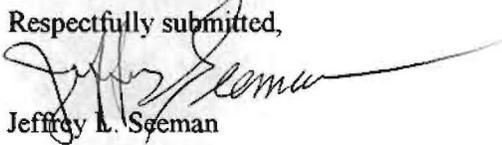
9. The TOS was clearly aware the Update to the SWMP required qualitative and quantitative solid waste data collection within the PU, even from private carters. With multiple extensions granted to prepare the FDSWMP what was the difficulty in obtaining this information under Chapter 205 and why is it only marginally addressed in the FDSWMP?
10. Why has mandatory curbside source separation of all waste generated within the PU, regardless of collection method or generator not been part of a detailed discussion in the FDSWMP? Alternative 1 describes only a possible inclusion of source separation but no confirmation of its implementation. If mandatory curbside source separation is included in the TOS permitting legislation and private carter permitting program, how will curbside source separation impact the cost projections outlined for Alternative 1? The FDSWMP states in Section 6.1 that the TOS currently mandates recycling; but describes private carter collection methods as single waste stream. Please explain how the mandate for recycling is enforced with respect to the single waste stream private collection system.
11. Why should private carters continue using single waste stream collection methods? How does this collection method affect the TOS mandated recycling requirements and the quality of recyclables? How does single stream waste collection help the PU meet the State's waste stream reduction as referenced in the FDSWMP (Beyond Waste Goals) while increasing recyclable markets? Where does the reported separation of recyclables from the single stream waste take place? Are records maintained?
12. The earlier SWMP Compliance Updates including the 2008 update did not explain when or how the TOS local source separation laws were deleted. The laws were initially required to be passed by local municipalities by September 1, 1992 by NYS Source Separation/Recycling Law (GML 120-aa). The FDSWMP provides no statements regarding the status of the local law, when or how it was modified or why it was not considered in preparing the Update. Furthermore the local law was a major method to increase recovery of recyclable as described in the referenced GEIS for the 1995 Modifications to the TOS SWMP. The FDSWMP must explain the historic, current and future application of the TOS local law for source separation. The document simply suggested that mandatory source separation could be a component of the private carter permit system. These types of statements are inconclusive and should not be included in a municipal Plan that is required to span 15 years.
13. The FDSWMP is focused almost exclusively on the TOS Transfer Station operations and historical waste data. The data reflects a very myopic description of the PU's true solid waste picture, since more than 85% of the residential waste generation is collected by private carters and presumably 100% of the commercial, institutional, agricultural and industrial wastes. The FDSWMP provides no discernable description of the non-residential waste generation or discussions on the non-residential waste reduction or recycling management methods proposed by the PU.
14. It is recommended the TOS provide recycling containers at all Town beaches and parks and require source separated waste collection at these locations. This is a common waste

management practice that is not uniformly implemented in the TOS. Why has this not been included in the integrated waste management section?

15. Appendix C: The appendix is missing, with a suggestion it can be added later. This is not acceptable; the appendix must be included in the FDSWM for adequate review and public comment. Please include the appendix.

16. Appendix D: The contract in Appendix D between the TOS and the Town of Brookhaven is out of date, having expired on June 30, 2011. All current solid waste contract(s) must be provided.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey L. Seeman", with a long horizontal flourish extending to the right.

Jeffrey L. Seeman

From: [stephanie.mcnamara](#)
To: [Christine Fetten](#)
Subject: SWMP comments
Date: Wednesday, February 21, 2018 7:07:09 PM

Section 3.6. Typos in section 3.6.1. Fourth sentence beginning with "Both..." should read "...to promote an education and outreach campaign..."

3.6.5 Third paragraph, last sentence should read...." ...future code amendments to require (or requiring) additional material tracking."

4.1 according to Table 2-1 C&D increased from 866 tons on 2011 to 1925 tons in 2016, whereas MSW overall decreased. This wasn't mentioned here (due to increase in building and population?) Also there's a typo in 4-1 table for C&D in 2015 and 2016, should be 1,291 and 1,925 (not 1.291 and 1.925)

5.1.2 paragraph 2, sentence 3 should read "The by-law also requires all private carters...." (not requirement)

5.1.3 costs to residents quoted here doesn't match chart in beginning of Section 5

5.2.3 second paragraph, last sentence above table 5-2 should read "stand-alone" not stand along

5.3 Alternative 3 shouldn't be an option due to increased commercial traffic in residential neighborhood! Delete this !! Or add a disclaimer that this will NOT be considered. I guess section 5.5 covers this ??

That's all from me! See you tomorrow.

Stephanie

From: rollobear@aol.com
To: [Christine Fetten](#)
Subject: Solid Waste Management Plan
Date: Wednesday, March 28, 2018 10:15:34 AM

Hi Christine,

I am attaching some comments on the Solid Waste Management Plan. I will also bring them to the meeting tonight. I hope you can read my handwriting as I was never good in penmanship. I'd be happy to explain further in person tonight if needed.

Best.

Ron Klausner

- Annual Childrens Beach Clean Up Events
- Quarterly Stop Throwing Out Pollutants (S.T.O.P) Program
 - One at Each of the Four (4) Transfer Stations
 - Accepting Household Hazardous Wastes

7
 Southampton is located on the south fork of Long Island's east end and occupies 295.6 square miles (mi²) of total area. According to the New York State Municipal Solid Waste Composition Calculator, the Town had a projected annual full-time population of 58,318 in 2016. However, the population increases in the summer months to more than 180,000 residents. This Solid Waste Management Plan utilizes this full time resident number for the basis future analysis, however, the Town anticipates that data gathering will indicate larger generation rates based on the full time resident number as compared to a full time equivalent number that accounts for the large seasonal fluctuation that may need to be corrected in the future.

Southampton currently runs a successful solid waste and recycling program. The overall 2016 recycling rate at the transfer stations is approximately 42 percent (excluding C&D and compost), as compared to the New York State average recycle rate of 20 percent and the national average rate of 33 percent.

However, it is estimated that 85 percent of Southampton residents and 100 percent of commercial entities contract with private curbside collection carters for their solid waste collection and disposal needs. Because private carters are not required to share solid waste and recycling data with the Town, limited information is available on the recycling habits of this percentage of the population.

Southampton continues to progress toward the most cost effective solid waste management solutions. As of October 2016, the Town is in the process of developing new methodologies for waste reduction, preventing certain types of waste, recycling promotion, source separation, and collection including:

- 1) Adopting the Code Amendments to Town Code Chapter 205 Waste Management to allow the Permitting and Tracking of Curbside Collection Carters and Requiring Carters to Provide Waste and Recycling Data
- 2) Evaluating the potential for Single Stream Recycling
- 3) Considering options and shared services that could assist in providing plans to develop a regional transfer station for MSW and recyclables to encourage increased recycling due to efficiencies.
- 4) ^{ING} Enacted the Bag-Bill that bans Southampton businesses from Single Using Plastic Bags (SUPB) of <2 mil in thickness
- 5) ^{ING} Developed and distributed ^{ING} "A Guide for Waste Disposal, Reuse & Recycling"
- 6) ^{ING} Developed and implemented ^{ING} a Multi-Age, Multi-Cultural Educational Campaign to help Increase Recycling
- 7) ^{ING} Adopted the Sustainability 400+ Plan as an amendment to the Town's Comprehensive Plan

- 8) ^{12/6} Adopted Code Amendments that reduce pollution due to stormwater from Construction Sites, and ensure ongoing maintenance of existing private drainage systems.
- 9) ^{12/6} Adopted Code Amendments that prohibit illicit discharges into drainage infrastructure such as sanitary waste, volatile organic compounds, and /or trash.
- 10) ^{12/6} Adopted Code Amendments to required innovative and alternative waste water systems in certain areas that have the potential to adversely affect the waterways.
- 11) ^{12/6} Adopted Code Amendments to prohibit the use of Hydraulic Fracturing Waste within Southampton.
- 12) Promoting Town residents to take advantage of financial incentives and become more sustainable by having home energy audits performed on their homes, and solar energy evaluations at no cost thereby reducing wastes associated with power, heat generation and distribution, and potentially reducing air pollution.
- 13) Promoting a consolidated education of a set of sustainability principles described in the 400+ Sustainability Plan to bring to the targeted audiences of residents, yard care specialists, building professionals including increased zeroscaping, composting, energy efficiency using LED bulbs which have longer life (less waste), etc.,

This Solid Waste Management Plan was prepared in general accordance with 6 NYCRR Part 360 which identifies the regulations and procedures that must be followed in developing an approvable solid waste management plan and comprehensive recycling analysis. By evaluating the Town's integrated waste management experiences and efforts in the context of the State goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Southampton is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible.

Section 5 – Southampton Specific Alternatives Analysis

Section 6 – Integrated System Selection

Section 7 – Implementation Schedule

Section 8 – Laws and Regulations

Section 9 – Conclusion

1.2 Planning Unit Description

is land

1.2.1 Physical Size

Located on the south fork of the easternmost portion of Long Island in Suffolk County. The Town is comprised of a 295.6 square miles (mi²), of which 138.9 mi² ~~island~~ and 156.7 mi² is water.

1.2.2 Villages and Hamlets

The Town of Southampton includes the following villages and hamlets:

- Sag Harbor
- North Haven
- Quogue
- Westhampton Beach
- Westhampton Dunes
- Southampton
- Sagaponack
- Bridgehampton
- Eastport
- East Quogue
- Hampton Bays
- Flanders
- Northampton
- North Sea
- Noyack
- Riverside
- Speonk
- Shinnecock Hills
- Tuckahoe
- Water Mill

Westhampton ?
Quogue ?
Penningsburg ?
Speonk ?
others ?

Figure 1.1 is a County map showing the Town’s bordering communities, villages, and water bodies.

Figure 1.2 shows the boundaries of census-designated places within the Town.

1.2.3 Impact To and From Neighboring Jurisdictions

The Town is bordered by Riverhead to the northwest, Southold to the northeast, East Hampton to the east, and Brookhaven to the west. The Atlantic Ocean forms the southern boundary.

Section 2

Solid Waste Quantity and Types

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 final waste refuse which is disposed of at a landfill or mass burn facility. Expanding and improving access to recycling facilities and Town services while placing a greater emphasis of public education and outreach and capturing the information on remaining waste streams not currently recorded are a key feature of this SWMP. The Town goal of making the Transfer Stations more aesthetically pleasing, easier to use and advertising facilities more regularly is a large part of improving participation in the Town Transfer Station program.

2.1 Solid Waste Quantity

Municipal solid waste can typically be subdivided into three major categories; residential, commercial, and industrial. Residential, commercial, and institutional account for the majority of the waste stream. Commercial entities in Southampton are primarily retail properties and restaurants and hire private carters to collect, recycle and dispose of their wastes. Institutional entities in Southampton include Schools, Hospitals, County Facilities, Jails, and Rehabilitation Centers, generally hire private carters to collect, recycle and dispose of their wastes. The Town has a low percentage of Industrial Land uses, ~~those land uses are~~ primarily associated with Sand Mines and light manufacturing. ~~These locations hire~~ private carters to collect, recycle and dispose of their wastes. There are multitude of factors that affect solid waste generation. While assessing each factor individually is not necessary at the Town planning level, this section will highlight some of the major factors that affect solid waste generation in Southampton including:

Population: Size and density

Seasonality: Seasonal residents' considerations

Solid Waste Services: Accessibility of solid waste services and cost

Other secondary factors that affect solid waste production which will not be assessed in this section include: lifestyle, presence of infant children, pet ownership, and other lifestyle choices. In addition, macro-scale factors such as economic conditions and mean living standards are not addressed herein.

As part of Southampton Implementation Plan, the Town will be generating information pertaining to different land use and seeking voluntary information from those different classifications of land use and type of business to gather data regarding solid waste generation and reduction, reuse, recycling and disposal practices on a voluntary basis.

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**Table 2-2
Actual 2016 Tonnage Collected by Transfer Stations compared to NYSDEC 2016 Estimates**

Waste Stream	Units	Actual 2016	2016 NYSDEC	2016 NYSDEC
		Southampton Transfer Station Tonnages*	Estimate 100% Total Rural & Suburban	Estimate 15% - Total
MSW	Tons	5,720		
Commingled Recyclables ⁽¹⁾	Tons	1,298	2,251	112.55
Mixed Paper ⁽²⁾	Tons	1,215	4,600	690
Cardboard	Tons	932	2,500	375
Metal ⁽³⁾	Tons	481	3300	495
E-Waste	Tons	55	170	25.5
Tires	Tons	27	170	25.5
MSW & RECYCLABLES TOTAL	Tons	9,728	54,604	8,191

- (1) Commingled Recyclables includes Total Plastics plus Ferrous/Aluminum Containers
- (2) Mixed Paper includes Total Paper minus Corrugated Cardboard
- (3) Metal included Total Metals minus Ferrous/Aluminum Containers

? NOT A WORD

The Table compares the Town's waste collection practices in the column named Actual 2016, it has been empirically derived, that the Town believes that approximately 15% of the full time population equivalent based on seasonality uses the Transfer Stations based on the bell curve type fashion that the stations receive waste throughout the year. The second column in Table 2-2 represents the State Population and Municipal Solid Waste Composition Calculator (MSWCC) for 100% of un-correct full time population. The third column in Table 2-2 represents 15% of the 2016 MSWCC Value for comparison purposes. From the table it is noted that although the total MSW and Recyclables collected appears to match closely between the Town and State estimates, it would appear that with the exception of recycled Metal, the Town Transfer Stations experience a higher debris of recycling and separation than the State model predicts. This of course would need to be corrected, population equivalents, commercial, industrial, and institutional waste quantities, but the Town will continue to gather data on waste trends from the land managers, collect information from private carters and work to improve transfer station operations to improve waste management and recycling.

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The full NYSDEC Municipal Solid Waste (MSW) Combined Composition Analysis and Projection (CCAP) is presented in Appendix A.

2.5 Waste Trends

In 2006, transfer stations in the Town, collected 6,630 tons of MSW and 5,433 tons of recyclables. Since 2006, the volume of MSW and recyclables has decreased. In 2010, MSW collection at the transfer station hit a low of 5,348 of MSW and 4,198 tons of recyclables. MSW and recyclables tonnage have mildly fluctuated from 2010 through 2016.

Current Solid Waste Management Program

The intent of a solid waste management program is to maximize waste reduction and recovery/reuse for all components of the waste stream to the extent economically and technically feasible. The following is a summary and analysis of current solid waste practices within the Town of Southampton.

3.1 Solid Waste Management Practices

At the time of the original SWMP in 1990, the North Sea Landfill (NSL) was the principal method of solid waste disposal. The NSL received waste collected at three (3) Town transfer stations, from commercial vehicles, and ~~also~~ from self-haul vehicles. Commercial vehicles and transfer trailers were weighed at the scale house prior to entering the NSL. Fees were assessed for vehicle access (one permit per vehicle and a lesser charge for each additional commercial vehicle), volume, and waste tonnage. Self-haulers were assessed a minimum charge per visit for up to 20 visits, and the remainder of trips were free.

In 1990, waste collection was managed through three (3) transfer stations located in Westhampton, Hampton Bays, and at the North Sea Landfill. By 1992, construction was underway to complete a new Sag Harbor Transfer station. The Sag Harbor Transfer Station opened in 1995. Since 1995, the four (4) transfer stations are used for residential drop off.

Today, MSW is managed by two methods: self-hauling and private carting. Residents can self-haul MSW to one of the four (4) transfer stations and participate in the Town's self-sorted waste and recyclables PAYT program. If a resident prefers curbside or backyard collection service, they may choose to contract waste removal with a private carter, negotiating their details including frequency of pick-up. The Town believes there are approximately 50 private firms that perform curbside collection and/or rolloff service for both MSW, Recyclables, and Construction and Demolition Debris. It is estimated that 15% of residents participate in the self-haul PAYT program and 85% of residents' contract for curbside collection. Both methods are outlined below.

In addition to the Town operated transfer stations, residential, commercial & institutional waste is accepted, for a fee, at the following local private facilities:

- Suburban Sanitation Inc. (Fiber, Glass, Metal, and Plastic); Sag Harbor
- S&P Sanitation (C&D and Fiber Processor); Water Mill
- Emil Norsic & Son, Inc. (C&D) North Sea

3.1.1 PAYT Program

To dispose of MSW at a transfer station, waste must be contained within "Green Bags" purchased from the Town, which are available at various retailers throughout Southampton. Green Bags come

delete
"also"

- Innovative and Alternative Treatment System Service Provider.

This licensing process ensures that those in this industry are certified to do so by other leaders in the fields. It requires a one time application fee, a 2 year license fee, and a fee for each endorsement as listed above. The process also requires that the vendor submit a Certificate of Liability and Property Damage Insurance in the minimum of \$1,000,000 and Worker's Compensation Insurance.

3.4.4.5 Industrial Wastes

Industrial waste includes those wastes generated by manufacturing or industrial processes. The Town does not own a lot of industrial zoned land. The land that is zoned/classified as industrial, are generally sand mines which are regulated by New York State Department of Conservation in their operational permits. There are a few auto vehicle salvage yards that are in industrial zoned areas, but very few developed parcels that are zoned industrial use, and classified as manufacturing and processing, that would produce substantial amounts of industrial waste. The Town does not currently manage and/or track the movement of industrial waste within the Town.

3.4.4.6 Pharmaceutical Waste

Pharmaceutical Waste includes solid waste that is discarded, unwanted, or expired drugs (as defined in Article 137, section 6802 of the New York Education Law). This includes veterinary drugs, a prescription drug (as defined in Article 2-A section 270, of the New York Public Health Law) or over-the-counter remedy, toxic drug, medicine, or biological drug formula or mixture used or administered as an immunization, or an aide in the diagnosis, treatment or prevention of disease and the maintenance of health, or used in research or production and testing of biologicals. The Town of Southampton recycling centers do not accept medical waste. Located within the Town are several receptacles for medical waste disposal including Southampton Town Police Department, the Southampton Village Police Department as well as Southrifty Drug (54 Jagger Lane, Southampton). Other local areas that take medical waste include Martin Drug in Riverhead and Park Place Chemists in East Hampton.

3.5 Existing Disposal and Recyclables Markets

Following collection at transfer stations, trailers containing separated materials are hauled by Town employees to their respective receiving facilities.

Currently the Town manages MSW and recyclables as follows:

Non-Recyclable MSW

Paumanok Environmental LLC is currently under contract from January 1, 2017 thru December 31, 2019 with the ability to extend for 4 additional one year terms, if it is in the Town's best interest.

The Contract is for acceptance of up to 12,000 tons of MSW/Year with a base price of \$73.00/ton until 2018; contract price is updated yearly in conjunction with CPI increases.

Commingled Containers and C&D

The Town has had a number of Inter Municipal Agreements (IMAs) with the Town of Brookhaven to deliver commingled containers and unprocessed C&D. The current IMA will expire at the end of 2015 and the Town is in the process of renegotiating a new IMA. The current costs of disposal are \$20/ton for Commingled, and \$55/ton for C&D.

Paper and Cardboard

Gershow Recycling Corp was under contract to accept Town paper and cardboard under a contract that expired December 31, 2013. Due to the falling market, in 2014 the Town decided to utilize the open market for selling fiber products. The Town will continue to utilize the open market until the paper fiber market recovers.

Metal

Gershow Recycling Corp is currently under contract with the Town since January 1, 2017, expiring December 31, 2019, with the ability to extend for 4 additional one year terms if it is in the Town's best interest. The Town receives \$100.83/ton for bulk scrap metal; \$66.49/ton for bulk scrap metal containing refrigerant.

E-Waste

In 2015, the Town began working with Ecotech Management and has a variable schedule of payment based on the quantity of CRTs accepted.

Waste Oil

Long Island Waste Oil accepts the Town's waste oil. The Town historically received payments for waste oil recycled at the transfer stations, however with declining oil prices, the Town now pays a small fee to be able to recycle waste oil.

Clothing

The Town allows donation boxes from several not-for-profit entities at all four Transfer Stations. The Town receives no payment for this commodity.

Thin Film Plastics and Boat Wrap

The Town offers recycling of thin film plastics at all four transfer stations. Boat Wrap is accepted only at the North Sea Transfer Station. The Town recycles this material at a no cost option with the vendor that generally takes our paper and cardboard. It is taken in the Town trailer to the vendor's transfer facility, where it is baled and marketed.

Leaf and Yard Waste

Unlike other waste streams, leaf and yard waste is processed on-site to make compost. Residents may receive compost for free; commercial entities pay a small fee. Delivery of large volumes of compost can also be arranged for an additional fee.

IPS long
PLST
2015
27.

3.6 Public Education and Outreach

Currently the Town maintains a public outreach program which focuses on early education for local schools and informative pamphlets and fliers for the community. In addition, the following is a summary of current, continued, and future activities for public education and outreach:

- Educational tables at community-sponsored events (typically more than 4 per year);
- Public Service Announcements (PSAs) through radio announcements regarding recycling and community activities
- The Town of Southampton prepared with assistance from the Sustainability Committee "A Guide for Waste Disposal, Reuse & Recycling" which is distributed at local supermarkets and libraries
- Direct mailings to residents. Since 2012 (mailers) are included in each tax mailing that provide information on waste management, stormwater management, and home energy audits;
- Table top presentations on Solid Waste Recycling, Stormwater Abatement and Home energy assessments and solar evaluations.
- Comprehensive recycling public education programs for schools and local Community Advisory Committees (CACs) which includes presentations consistent with NYS *Beyond Waste* recommendations, and
- ~~Conduct~~ presentations at schools and community group meetings (typically more than 4 per year).

Delete

Current outreach materials and educational opportunities generally focus on overall reduction of waste, reuse of materials, and recycling. In the future, this program will be expanded in accordance with the guidance presented in the NYSDEC *Beyond Waste* report to promote overall waste reduction by informing residents of best practices and continued support of consumer recycling. Specific outreach topics may include: proper disposal of household hazardous waste such as paint, motor oil, e-waste, and pharmaceuticals along with disposal services that the Town offers, and information on S.T.O.P. days.

In addition to current and planned activities, Southampton will also consider ^{the} feasibility of the following initiatives to expand upon the already extensive education and outreach programs.

- Offering bilingual educational materials.
- Providing non-staffed educational areas.
- Expanding information currently available on the website to include additional education and outreach materials, information for businesses, condos, group living facilities, and schools on recycling services and options

3.6.1 2016 Community Advisory Committees

The Town of Southampton has a number of Community Advisory Committees (CACs) formed from residents and business owners that come together to advise the Town Board on initiatives that they would like the Town Board to consider, progress, and/or execute. The Town has two specific committees that work on Solid Waste Management and Sustainable initiatives. These committees, which are the Solid Waste and Recycling Advisory Committee (SWRAC) and the Sustainability Committee meet once a month, and twice a month respectively. Both committees recommended and were successful in encouraging the Town Board to promote and education an outreach campaign on single use plastic bags and their reduction by using re-usable bags, which inevitably resulted in a ban of all single use plastic bags in the Town of Southampton. *ultimately*

*To implement
recommended*

The Town Sustainability Committee was a major stakeholder in the Town of Southampton adopting a Sustainability Plan (400+ Plan) as an element to the Town Comprehensive Plan in 2014. This plan included ten (10) areas that the Town would focus on becoming more sustainable. Waste is included in this guidance document, ~~for which~~ *and* the Town is now developing the implementation plan on recommendations. This document is included as an appendix to this plan. *a*

*a pamphlet
entitled*

The Town also developed the, "What Do I Do With It Now – A Guide for Waste Disposal, Reuse & Recycling" to assist residents in their waste management options. The Town is ~~currently~~ *also* working on a Climate Action Plan as part of its participation in the Climate Smart Community Program that will also offer different goals and objectives to reduce our carbon footprint and improve resiliency. Some of these goals pertain to solid waste within the Town of Southampton. The 400+ Plan and Recycling Guide are included as Appendix B.

3.6.2 Recent Public Involvement Events

Public Education and Participation Events

- 2016 Great East End Clean Up – 631 Volunteers ~~that~~ collected 631 tons of litter throughout the Town.
- Kids Annual Beachcomber Clean Up Contest – 8/26/2016 – Ponquogue Beach, Hampton Bays. ~~There were~~ *A* approximately 20 participants and their family members ~~that~~ collected 20 bags of debris on the beach.

Yardwaste Program

- Two residential amnesty periods for brush; leaves free all year

The Town is committed to continuing these programs throughout the planning period.

3.6.3 Town Staff Training

The Town as part of its Stormwater Management Program *who may* includes staff training for municipal operations to maintain order to municipal sites. The Town is working towards a goal of consolidating required training to those staff members ~~that~~ *are* have a direct impact in these areas. There are a number of different training videos that include, but not limited to

- Stormwater and what we should know.
- Good Housekeeping
- Spill Control
- Vehicle Fueling
- Vehicle Maintenance
- Materials Management
- Waste Management
- Municipal Facility Management
- Parking Lot Sweeping
- Storm Drain Maintenance
- Land Grounds Maintenance
- Over Water Maintenance

In 2016, we incorporated these videos into our annual Safety Training curriculum in which ~~these~~ staff members in ~~appropriate~~ Departments/Divisions such as Waste Management, Highway, Parks Maintenance, Water District, Community Preservation Fund, ~~and~~ the Town Trustees, are required to watch the appropriate Videos according to their task descriptions.

3.6.4 Beyond Waste Extensions to Comprehensive Programs

According to the *Beyond Waste* report, in order to achieve greater participation in PAYT, the public must be reminded of the importance and benefits of recycling, including:

- Reducing the financial and environmental costs of waste disposal
- Combating climate change
- Reducing pollution resulting from extraction and manufacturing of virgin materials
- Complying with local ordinances and state law.

To reinforce these principles, the State suggests employing local recycling coordinators, which Southampton did in 2011. Through the recycling coordinator, the Town can support recycling through special incentive recycling events, recycling report cards, educational materials, increased access to recycling in public facilities and institutions, and enforcement. Unfortunately, this position was vacated in 2015 and not replaced. We have been performing the education and outreach program through various Community Advisory Committees including but not limited to our Solid Waste and Recycling Advisory Committee and the Sustainability Committee.

outreach and education 42

offer

The Town will continue to explore new programs to ~~promote to the~~ residents, business owners, and staff within the Town of Southampton ~~to develop a comprehensive approach for education and outreach through 2028.~~

The Town also worked with Suffolk County Fire Rescue Emergency Service on a Suffolk County Multi-Jurisdictional Debris Management Plan to help develop a plan to react to major disasters such as hurricanes and tornados. This document was executed in 2016 with the assistance of Suffolk County, New York State Department of Environmental Conservation, FEMA, and the 10 east end Towns.

3.6.5 NYSDEC Education and Outreach Recommendations

NYSDEC offers a variety of web based and printed information for public education and outreach in New York. Typical waste prevention strategies, according to the *Beyond Waste* Report, include:

- Purchasing items with reduced packaging, such as bulk items or items without a plastic outer casing
- Leaving grass clippings on lawn, rather than disposing of them (this has been adopted in Southampton and will be included in the outreach program)
- Reducing paper waste by printing less, using online resources more, and printing on both sides of paper
- Reducing junk mail through opt-out programs and refusing catalogues and unwanted circulars
- Transferring saleable unwanted goods such as clothing, house goods, and media by donating to accepting nonprofit organizations.

The Town will continue to review and improve ^{its} ~~their~~ public education, practice with an eye toward improving reduction, reuse, and recycling, ~~in the long term.~~ As noted above, several recommendations are currently under development or consideration in Southampton, while others have been adopted. *Beyond Waste* recommendations, NYSDEC online resources, and locally developed resources will be used in the continued outreach opportunities that Southampton stewards for its residents annually.

The Town adopted the Code Chapter 205 Waste Management updates in 2015 and has been working on ~~the~~ implementing code amendments, and tracking of private haulers. ~~As the code amendment may not be all inclusive of data that would be beneficial to the Town,~~ ^A as implementation continues, the Town may consider future code amendments require additional material tracking.

these updates do not include all data the town needs

In the Seeking

~~Moving into the future, the Town will be reaching out to businesses, and commercial carters, to look for potentially voluntary participation in additional campaigns to reduce the amount of Styrofoam, re-use old timbers from demolition projects, and entering into potential shared services with adjacent municipalities. During conversations with the private carting industry representatives, there are several frustrations regarding lack of local MSW and recyclables transfer stations available to carters. Carters generally have to travel to Yaphank /Medford to dispose of their materials. In the summer months this can be an extremely long trip to make with local traffic congestion on the~~

AVAILABLE do to

Private carters have expressed frustration

South Fork. The Town will continue to look for either Regional and/or Shared Services solutions to help reduce this issue and to also continue improvements in the area of Waste Management.

address and other issues do improve



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 12/13/11 01:00 PM
Department: Town Attorney
Category: Public Hearings
Prepared By: Kathleen Murray
Initiator: Tiffany Scarlato
Sponsors: Councilwoman Fleming, Councilman Nuzzi
DOC ID: 14047

ADOPTED

TOWN BOARD RESOLUTION 2011-1294

Notice of Public Hearing to Consider the Draft Solid Waste Management Plan (SWMP) Update

WHEREAS, in accordance with Environmental Conservation Law (ECL) Article 27-0107(1)(a), local planning units, such as the Town, which operate municipal solid waste ("MSW") disposal facilities must update, at least every 10 years, a local Solid Waste Management Plan ("SWMP"), outlining the management, handling, and disposal of refuse; and

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") is tasked to ensure compliance with Article 27; and

WHEREAS, as such, the Town of Southampton is in the process of updating its SWMP; and

WHEREAS, NYSDEC Regulations, Subpart 360-15.9(p), require the Town 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"; and

WHEREAS, in order to meet this requirement, the Town is making the Draft SWMP Update available to the public; and

WHEREAS, copies of the Draft SWMP Update will be available for review at Southampton Town Hall, 116 Hampton Road, Southampton, New York, Monday through Friday, from 8:30 a.m. to 4:00 p.m. beginning on December 13, 2011; and

WHEREAS, in addition, the Draft SWMP Update will be available for review on the Town's website at www.southamptontownny.gov <<http://www.southamptontownny.gov>>; and

WHEREAS, the Town will accept comments on the Draft SWMP Update for 30 days from the publication of this Notice; comments should be mailed to the Town Clerk's Office, 116 Hampton Road, Southampton, New York, 11968, or emailed to townclerk@southamptontownny.gov on or before January 31, 2012; for further information the Southampton Town Solid Waste Department may be contacted at (631) 283-5210; and

WHEREAS, in order to allow the most inclusive process, the Town Board of the Town of Southampton hereby adopts this resolution in support of a public information hearing on the Draft Solid Waste Management Plan (SWMP) Update; and be it further

RESOLVED, that the Town Board of the Town of Southampton shall hold a public hearing on January 10, 2012, at 1:00 p.m., at Southampton Town Hall, 116 Hampton Road, Southampton, New York, to receive and consider comments as it relates to the Solid Waste Management Plan (SWMP) Update; and be it further

RESOLVED, that the Town Clerk is hereby directed to publish the following Notice of Public Hearing:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of Southampton shall hold a public hearing on Tuesday, January 10, 2012, at 1:00 p.m., at Southampton Town Hall, 116 Hampton Road, Southampton, New York, to receive and consider comments as it relates to the Draft Town of Southampton Solid Waste Management Plan (SWMP) Update.

Copies of the SWMP Update are available for public review and inspection at the Office of the Town Clerk, Monday through Friday, from 8:30 a.m. to 4:00 p.m., and are also available for review on the Town's website at www.southamptontownny.gov <<http://www.southamptontownny.gov>>; questions should be referred to Christine Fetten, Town Director of Facilities Management.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bridget Fleming, Councilwoman
SECONDER:	Anna Throne-Holst, Chris Nuzzi
AYES:	Throne-Holst, Malone, Graboski, Fleming, Nuzzi

Kimberly Ottati

From: Christine Fetten
Sent: Wednesday, September 05, 2018 8:36 AM
To: Kimberly Ottati; Sundy Schermeyer
Cc: John Bouvier; Karen Suskevich
Subject: Solid Waste Management Plan Update Notice of Public Comment
Attachments: 2018 09 05 Notice of Public Comment .docx

Good morning Kim,

As per our discussion a while back, we need to publish a notice of public comment in our designated paper. Can you please post the attached notice using the following GL to pay for the advertisement.

1490/6412

Thank you very much.

I will need a certified copy.

Chris

Christine Fetten, P.E.
Director of Municipal Works
Town of Southampton
116 Hampton Road
Southampton, New York 11968
Telephone: 631-702-1750
cfetten@southamptontownny.gov

CONFIDENTIALITY NOTICE: This email transmission, and any documents, files, or previous email messages attached to it may contain confidential or privileged information. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by reply email and destroy the original transmission and its attachments without saving them in any manner. Thank you

PLEASE PUBLISH IN THE SOUTHAMPTON PRESS

EASTERN AND WESTERN EDITIONS

ON THURSDAY, SEPTEMBER 13, 2018

PLEASE SEND AN E-MAIL PROOF TO:

KOTTATI@SOUTHAMPTONTOWNNY.GOV &

LMARZANO@SOUTHAMPTONTOWNNY.GOV

PUBLIC NOTICE

NOTICE OF PUBLIC COMMENT PERIOD

PLEASE TAKE NOTICE that the Town Board of the Town of Southampton (the "Town Board") will accept written comments until 4:00 p.m. on October 12, 2018, on the Town of Southampton's (the "Town") draft local solid waste management plan, entitled the Town of Southampton, New York Solid Waste Management Plan (2016-2026) latest update 10/2017 (SWMP), which covers the Town of Southampton Planning Unit. The Town prepared its SWMP in accordance with the requirements of the New York State Environmental Conservation Law and its implementing regulations. The SWMP Addresses solid waste generated within the Planning Units jurisdiction and proposes methods for waste reduction, reuse, recycling, and composting. The SWMP evaluates current and future solid waste management practices within the covered area, discusses alternatives that are available, and sets forth steps to implement the SWMP over a ten-year period. The SWMP was prepared following the New York State solid waste management policy. A copy of the draft SWMP is available for public review during normal business hours at the Town of Southampton Town Hall Municipal Works Office located at 116 Hampton Road, Southampton NY. A copy of the draft SWMP is also available for public review on the Town's website (<http://www.southamptontownny.gov/DocumentCenter/View/15627/2017-10-25-Town-of-Southampton-SWMP>). All comments must be received by October 12, 2018 and addressed as follows:

Christine Fetten, P.E.
Town of Southampton Municipal Works
116 Hampton Road
Southampton, New York 11968

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

PUBLIC NOTICE
NOTICE OF PUBLIC COMMENT PERIOD

PLEASE TAKE NOTICE that the Town Board of the Town of Southampton (the "Town Board") will accept written comments until 4:00 p.m. on October 12, 2018, on the Town of Southampton's (the "Town") draft local solid waste management plan, entitled the Town of Southampton, New York Solid Waste Management Plan (2016-2026) latest update 10/2017 (SWMP), which covers the Town of Southampton Planning Unit. The Town prepared its SWMP in accordance with the requirements of the New York State Environmental Conservation Law and its implementing regulations. The SWMP Addresses solid waste generated within the Planning Units jurisdiction and proposes methods for waste reduction, reuse, recycling, and composting. The SWMP evaluates current and future solid waste management practices within the covered area, discusses alternatives that are available, and sets forth steps to implement the SWMP over a ten-year period. The SWMP was prepared following the New York State solid waste management policy. A copy of the draft SWMP is available for public review during normal business hours at the Town of Southampton Town Hall Municipal Works Office located at 116 Hampton Road, Southampton NY. A copy of the draft SWMP is also available for public review on the Town's website (<http://www.southamptontownny.gov/DocumentCenter/View/15627/2017-10-25-Town.of.Southampton-SWMP>). All comments must be received by October 12, 2018 and addressed as follows:

Christine Fetten, P.E.
Town of Southampton Municipal Works
116 Hampton Road
Southampton, New York 11968

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

STATE OF NEW YORK)

(COUNTY OF SUFFOLK)

Kimberly A. O'Leary, being duly sworn, deposes and says:

That she is the Deputy Town Clerk of this Town of Southampton, Suffolk County, New York.

That on the 13 day of Sept., '18 she posted, or caused to be posted, a copy of the NOTICE annexed hereto on the Sign Board maintained by the Town Clerk near the main entrance to her office in Town Hall as required by Subdivision 6 of Section 30 of the Town Law.

Sworn to before me this
13th day of Sept., 2018

Kimberly A. O'Leary

Michele Orestis
Notary Public

Michele Orestis
Notary Public, State of New York
Suffolk County No. 01OR6183297
Commission Expires March 10, 2020

STATE OF NEW YORK
COUNTY OF SUTTER

_____ being duly sworn, deposes and says:
That he is the Deputy Town Clerk of the Town of _____,
Sutter County, New York.
That on the _____ day of _____, 19____,
a copy of the NOTICE and was posted at the
Town Office in Town Hall as required by Subdivision 8 of
Section 26 of the Town Law.

Sworn to before me this _____

day of _____, 19____.

Notary Public

Notary Public
Sutter County, New York
Commission Expires March 10, 19____

State of New York
County of Suffolk

PUBLIC NOTICE
NOTICE OF
PUBLIC COMMENT PERIOD
PLEASE TAKE NOTICE that the Town Board of the Town of Southampton (the "Town Board") will accept written comments until 4:00 p.m. on October 12, 2018, on the Town of Southampton's (the "Town") draft local solid waste management plan, entitled the Town of Southampton, New York Solid Waste Management Plan (2016-2026) latest update 10/2017 (SWMP), which covers the Town of Southampton Planning Unit. The Town prepared its SWMP in accordance with the requirements of the New York State Environmental Conservation Law and its implementing regulations. The SWMP Addresses solid waste generated within the Planning Units jurisdiction and proposes methods for waste reduction, reuse, recycling, and composting. The SWMP evaluates current and future solid waste management practices within the covered area, discusses alternatives that are available, and sets forth steps to implement the SWMP over a ten-year period. The SWMP was prepared following the New York State solid waste management policy. A copy of the draft SWMP is available for public review during normal business hours at the Town of Southampton Town Hall Municipal Works Office located at 116 Hampton Road, Southampton NY. A copy of the draft SWMP is also available for public review on the Town's website ([http://www.southamptonny.gov](#))

Shannon Steimel

being duly sworn, says s/he is the

ADMINISTRATIVE ASSISTANT
of the SOUTHAMPTON PRESS, WESTERN EDITION, a newspaper published weekly in the Village of Westhampton Beach, Town of Southampton, county and state aforesaid, and that a notice, of which the annexed printed slip is a copy, was published in said newspaper once a week

for 1 consecutive week(s),

commencing on the 13th day of

September 2018



Sworn to before me this 13th day of

State of New York)
County of Suffolk)
Office of the Clerk of the) ss.:
Town of Southampton, NY)

This is to certify that I, Sundy A. Schermeyer, Clerk of the Town of Southampton, in the said County of Suffolk, State of New York, have compared the foregoing copy to be a true and correct photocopy of the original record as filed in the Town of Southampton, County of Suffolk, State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 20th day of September, 2018.


Sundy A. Schermeyer, Clerk of the Town Board
Town of Southampton, Suffolk County, NY

931671

**PUBLIC NOTICE
NOTICE OF
PUBLIC COMMENT PERIOD**
PLEASE TAKE NOTICE that the Town Board of the Town of Southampton (the "Town Board") will accept written comments until 4:00 p.m. on October 12, 2018, on the Town of Southampton's (the "Town") draft local solid waste management plan, entitled the Town of Southampton, New York Solid Waste Management Plan (2016-2026) latest update 10/2017 (SWMP), which covers the Town of Southampton Planning Unit. The Town prepared its SWMP in accordance with the requirements of the New York State Environmental Conservation Law and its implementing regulations. The SWMP Addresses solid waste generated within the Planning Units jurisdiction and proposes methods for waste reduction, reuse, recycling, and composting. The SWMP evaluates current and future solid waste management practices within the covered area, discusses alternatives that are available, and sets forth steps to implement the SWMP over a ten-year period. The SWMP was prepared following the New York State solid waste management policy. A copy of the draft SWMP is available for public review during normal business hours at the Town of Southampton Town Hall Municipal Works Office located at 116 Hampton

State of New York
County of Suffolk

Shannon Steimel
being duly sworn, says s/he is the

ADMINISTRATIVE ASSISTANT
of the SOUTHAMPTON PRESS, EASTERN EDITION, a newspaper published weekly in the Village of Southampton, Town of Southampton, county and state aforesaid, and that a notice, of which the annexed printed slip is a copy, was published in said newspaper once a week

for 1 consecutive week(s),
commencing on the 13th day of
September 2018



State of New York)
County of Suffolk)
Office of the Clerk of the) ss.:
Town of Southampton, NY)

This is to certify that I, Sundy A. Schermeyer, Clerk of the Town of Southampton, in the said County of Suffolk, State of New York, have compared the foregoing copy to be a true and correct photocopy of the original record as filed in the Town of Southampton, County of Suffolk, State of New York.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 20th day of September, 2018.



Sundy A. Schermeyer, Clerk of the Town Board
Town of Southampton, Suffolk County, NY

EW-9316/10913

W1931671

APPENDIX G

SEQRA DOCUMENTATION

1. 2011 TBR 809 – Solid Waste Management Plan Update – Preferred Alternative
2. 2011 TBR 1293 – Public Notice as it Relates to the Draft Solid Waste Management Plan (SWMP) Update.
3. 2011 TBR 1294 – Notice of Public Hearing to Consider the Draft Solid Waste Management Plan (SWMP) Update
4. 2018 TBR 1022 – Coordinate Lead Agency for the Purpose of SEQRA For the Adoption of the TOS Solid Waste Management Plan Update
 - a. 10/30/18 Suffolk County Department of Economic Development and Planning Letter to the Town of Southampton re 2018 TBR 1022.
5. 2018 TBR 1119 – Assume Lead Agency for the Purpose of SEQRA For the Adoption of the Town of Southampton’s Solid Waste Management Plan Update.
6. December 14, 2018 ENB SEQR Notice Publication Form and electronic posting.
7. 2018 TBR 1165 – Resolution Adopting Negative Declaration for Purposes of SEQRA In Connection with Adopting the Town’s Solid Waste Management Plan update



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 08/09/11 01:00 PM
Department: Town Attorney
Category: Miscellaneous
Prepared By: Tiffany Scarlato
Initiator: Tiffany Scarlato

Sponsors: Councilman Nuzzi, Councilwoman Fleming

DOC ID: 13509

ADOPTED

TOWN BOARD RESOLUTION 2011-809

Solid Waste Management Plan Update – Preferred Alternative

WHEREAS, the Town of Southampton is pursuing a progressive philosophy for Town Solid Waste Management in which the Town aims to reduce dependency on land burial by adopting a hierarchy of objectives including waste reduction, waste recycling, composting and lastly landfill disposal; and

WHEREAS, the Town of Southampton is required to update the Town's Solid Waste Management Plan in accordance with the New York State Solid Waste Management Act of 1988 and the New York State Department of Environmental Conservation (NYSDEC) regulations Chapter IV, Subpart 360-15: Comprehensive Solid Waste Management Planning; and

WHEREAS, The Town of Southampton's mission is to provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling. The Town, through its Consultant, Camp, Dresser and McKee (CDM) has investigated and evaluated four alternatives, the end result being that one or a combination of the alternatives will become the basis for an update to the Solid Waste Management Plan. The four alternatives evaluated were:

1. To continue solid waste operations and incorporate a permit and track program whereby the Town would obtain waste stream information including recycling from private carters operating within the Town;
2. To cease all current solid waste operations and move toward a town waste management district method of waste management whereby the Town would bid all residential waste services that would be funded by a new taxing district;
3. To maintain transfer stations for municipal use only. Residents would be required to negotiate individual contracts with private waste haulers. The Town would incorporate a permit and track program whereby the Town would obtain waste stream information from private carters operating within the Town; and
4. The same as Alternative 1 with the option to fast-track several optimizations including but not limited to assessing current hours of operation together with usage data to determine reducing satellite hours, potential garbage bag vending machines and other options that would result in a more efficient use of the four transfer stations. This alternative may require capital investments; and

WHEREAS, a group of Town representatives, including two council persons, seven Solid Waste Advisory Committee Members, and four Town of Southampton Municipal Works employees evaluated individual elements of each proposed alternative and utilized a ranking system to integrate those elements into the proposed alternatives; and

WHEREAS, the results determined an overall ranking in order of most preferred to least preferred as: Alternative 1, Alternative 4, Alternative 2 and Alternative 3; and

WHEREAS, CDM and Municipal Works presented the results of the process to the Town

Board at the July 22, 2011 work session. The Town Board consensus was that Alternative #1 was the preferred option, but that the Solid Waste Management Plan should also include additional enhancements to be considered and implemented in the future. Any future enhancements that are considered by Waste Management would be discussed and approved by Town Board resolution to indicate support of such enhancements; now therefore be it

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes and directs its consultant, CDM, to develop an update to the Solid Waste Management Plan utilizing Alternative #1 as described above, and to include such potential future enhancements for solid waste management that will provide increased efficiency in recycling, reduction of waste, and re-use of waste; and be it further

RESOLVED, that the source of funding for this contract shall be Capital Project Solid Waste Management Plan -Consultants G/L # C1-99-C123-80-6490-0000 in amount not to exceed \$83,124.00.

Financial Impact

The source of funding shall be Capital Project Solid Waste Management Plan -Consultants G/L # C1-99-C123-80-6490-0000 in amount not to exceed \$83,124.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Nuzzi, Councilman
SECONDER:	Bridget Fleming, Councilwoman
AYES:	Throne-Holst, Malone, Graboski, Fleming, Nuzzi



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 12/13/11 01:00 PM
Department: Town Attorney
Category: Miscellaneous
Prepared By: Kathleen Murray
Initiator: Tiffany Scarlato

ADOPTED

Sponsors: Councilwoman Fleming, Councilman Nuzzi

TOWN BOARD RESOLUTION 2011-1293

DOC ID: 14050

Public Notice as it Relates to the Draft Solid Waste Management Plan (SWMP) Update

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes and directs the Town Clerk to post and publish the following:

Notice of Public Comment Period

Town of Southampton

Draft Solid Waste Management Plan (SWMP) Update

In accordance with Environmental Conservation Law ("ECL") §27-0107, local planning units, such as the Town, which operate municipal solid waste ("MSW") disposal facilities must update, at least every 10 years, a local Solid Waste Management Plan ("SWMP"), outlining the management, handling, and disposal of refuse. The New York State Department of Environmental Conservation ("NYSDEC") is tasked to ensure compliance with Article 27 and, as such, the Town of Southampton is in the process of updating its SWMP.

NYSDEC Regulations, Subpart 360-15.9(p), require the Town 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 Town is making the Draft SWMP Update available to the public.

Thus, copies of the Draft SWMP Update will be available for review at the Town Clerk's Office, Southampton Town Hall, 116 Hampton Road, Southampton, New York, Monday through Friday, from 8:30 a.m. to 4:00 p.m., beginning December 13, 2011, and may also be viewed on the Town's website at www.southamptontownny.gov.

The Town will accept comments on the Draft SWMP Update for 30 days from the publication of this Notice. Comments should be mailed to the Town Clerk's Office, 116 Hampton Road, Southampton, New York, 11968, or emailed to townclerk@southamptontownny.gov, on or before January 31, 2012; for further information contact the Southampton Town Waste Management Department at (631) 283-5210.

Financial Impact

None.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bridget Fleming, Councilwoman
SECONDER:	Chris Nuzzi, Councilman
AYES:	Throne-Holst, Malone, Graboski, Fleming, Nuzzi



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 12/13/11 01:00 PM
Department: Town Attorney
Category: Public Hearings
Prepared By: Kathleen Murray
Initiator: Tiffany Scarlato
Sponsors: Councilwoman Fleming, Councilman Nuzzi
DOC ID: 14047

ADOPTED

TOWN BOARD RESOLUTION 2011-1294

Notice of Public Hearing to Consider the Draft Solid Waste Management Plan (SWMP) Update

WHEREAS, in accordance with Environmental Conservation Law (ECL) Article 27-0107(1)(a), local planning units, such as the Town, which operate municipal solid waste ("MSW") disposal facilities must update, at least every 10 years, a local Solid Waste Management Plan ("SWMP"), outlining the management, handling, and disposal of refuse; and

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") is tasked to ensure compliance with Article 27; and

WHEREAS, as such, the Town of Southampton is in the process of updating its SWMP; and

WHEREAS, NYSDEC Regulations, Subpart 360-15.9(p), require the Town 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"; and

WHEREAS, in order to meet this requirement, the Town is making the Draft SWMP Update available to the public; and

WHEREAS, copies of the Draft SWMP Update will be available for review at Southampton Town Hall, 116 Hampton Road, Southampton, New York, Monday through Friday, from 8:30 a.m. to 4:00 p.m. beginning on December 13, 2011; and

WHEREAS, in addition, the Draft SWMP Update will be available for review on the Town's website at www.southamptontownny.gov <<http://www.southamptontownny.gov>>; and

WHEREAS, the Town will accept comments on the Draft SWMP Update for 30 days from the publication of this Notice; comments should be mailed to the Town Clerk's Office, 116 Hampton Road, Southampton, New York, 11968, or emailed to townclerk@southamptontownny.gov on or before January 31, 2012; for further information the Southampton Town Solid Waste Department may be contacted at (631) 283-5210; and

WHEREAS, in order to allow the most inclusive process, the Town Board of the Town of Southampton hereby adopts this resolution in support of a public information hearing on the Draft Solid Waste Management Plan (SWMP) Update; and be it further

RESOLVED, that the Town Board of the Town of Southampton shall hold a public hearing on January 10, 2012, at 1:00 p.m., at Southampton Town Hall, 116 Hampton Road, Southampton, New York, to receive and consider comments as it relates to the Solid Waste Management Plan (SWMP) Update; and be it further

RESOLVED, that the Town Clerk is hereby directed to publish the following Notice of Public Hearing:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of Southampton shall hold a public hearing on Tuesday, January 10, 2012, at 1:00 p.m., at Southampton Town Hall, 116 Hampton Road, Southampton, New York, to receive and consider comments as it relates to the Draft Town of Southampton Solid Waste Management Plan (SWMP) Update.

Copies of the SWMP Update are available for public review and inspection at the Office of the Town Clerk, Monday through Friday, from 8:30 a.m. to 4:00 p.m., and are also available for review on the Town's website at www.southamptontownny.gov <<http://www.southamptontownny.gov>>; questions should be referred to Christine Fetten, Town Director of Facilities Management.

BY ORDER OF THE TOWN BOARD
TOWN OF SOUTHAMPTON, NEW YORK
SUNDY A. SCHERMEYER, TOWN CLERK

Financial Impact

None.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bridget Fleming, Councilwoman
SECONDER:	Anna Throne-Holst, Chris Nuzzi
AYES:	Throne-Holst, Malone, Graboski, Fleming, Nuzzi



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

ADOPTED

TOWN BOARD RESOLUTION 2018-1022

Meeting: 10/23/18 06:00 PM

Department: Long Range Planning

Category: SEQRA

Prepared By: Janice Scherer

Initiator: Kyle Collins

Sponsors: Councilman John Bouvier

DOC ID: 30326

Coordinate Lead Agency for the Purpose of SEQRA for the Adoption of The Town of Southampton's Solid Waste Management Plan Update

WHEREAS, in 1990 The Town of Southampton adopted its first Solid Waste Action Management Plan-as required by the State under the Solid Waste Management Act of 1988 to develop a long term master plan to address solid waste management including planning, facilities development and operations; and

WHEREAS, this plan provided the eventual elimination of landfill operations, recycling plans, composting of Southampton's entire waste stream after maximum feasible waste reduction and recycling and evaluation, selection of waste disposal technologies, identifications of site and locations suitable for waste processing and an implementation schedule; and

WHEREAS, the Town revised and updated the plan in 1995 to consolidate data, acknowledge that full scale MSW composting was not feasible and developed a plan for intensive source separation of recyclable materials and composting of yard waste; and

WHEREAS, the 1995 update: acknowledged the communities concerns regarding the North Sea Landfill and the continued use of the facility; called for private carters to transport materials directly to market and not use the North Sea Facility; sited a new Sag Harbor Transfer Facility to provide more opportunities to residential self-haulers and eliminated access to commercial haulers; and

WHEREAS, the Town has submitted bi-annual reports and status updates to the DEC on the plan, and was required in 2011 to provide the DEC a new update to the Solid Waste Management Plan (SWMP); and

WHEREAS, the Town contracted with CDM Smith for preparation of the latest plan; and

WHEREAS, the Town presented the latest plan for public hearing that substantially met DEC requirements of the ECL Part 360 regulations and subsequently submitted the plan to the DEC in 2011; and

WHEREAS, the Town has since been involved in an iterative process with the DEC as co-reviewer and received an updated set of comments in August of 2017 that had to be addressed prior to the DEC adoption of Part 360 updates; and

WHEREAS, the Solid Waste Management Plan (SWMP) Update is classified as a Type I Action pursuant to NYCRR Part 617 (SEQRA); now, therefore

BE IT RESOLVED, for the purpose of adopting the most recent Solid Waste Management Plan for the Town of Southampton, that the Town Board hereby coordinates Lead Agency with the New York State Department of Environmental Conservation; and

BE IT FURTHER RESOLVED, the Town Clerk is directed to send this notice of SEQRA coordination and Environmental Assessment Form (EAF) to: Roger Evans, Regional Permit

Administrator, NYSDEC 50 Circle Rd SUNY @ Stony Brook Stony Brook, NY 11790-3409;
and be it further

RESOLVED, the Town Clerk is hereby directed to send this notice to the Suffolk County
Planning Commission (c/o Andy Freleng), who is identified as an Interested Agency
pursuant to SEQRA.

Financial Impact

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Julie Lofstad, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

Kimberly Ottati

From: Kimberly Ottati
Sent: Friday, November 02, 2018 1:48 PM
To: Town Board DG; James Burke; Kyle Collins; Christine Fetten
Cc: Sundy Schermeyer; Linda Marzano; Janice Wilson; Jamie Bowden; Jacqueline O'Neill; Paula Godfrey; Janice Scherer; Karen Suskevich
Subject: Suffolk County Planning - Letter of Local Determination for Solid Waste Mgmt. Plan Update
Attachments: Untitled.PDF - Adobe Acrobat.pdf

Attached please find from the Suffolk County Planning Commission a *Letter of Local Determination* regarding the following referral:

- SEQRA Lead Agency for the Town of Southampton's Solid Waste Management Plan Update

Thank you,
Kim

Kimberly Ottati, Deputy Town Clerk
on behalf of
Sundy A. Schermeyer, Town Clerk
631-287-5740

COUNTY OF SUFFOLK

Solid Waste Mgmt
Plan - Lead
Agency.



Steven Bellone
SUFFOLK COUNTY EXECUTIVE
Department of
Economic Development and Planning

Theresa Ward
Deputy County Executive and Commissioner

Division of Planning
and Environment

October 30, 2018

Town of Southampton
116 Hampton Road
Southampton, NY 11968
Attn: Sundy A. Schermeyer, Town Clerk

Applicant: Southampton Town Board
Zoning Action: Adopted Resolution
Res-2018-1022
S.C.P.D. File No.: SH-18-LD

Dear Ms. Schermeyer:

Pursuant to the requirements of Sections A 14-14 to A 14-25 of the Suffolk County Administrative Code, the above referenced application which has been submitted to the Suffolk County Planning Commission is considered to be a matter for local determination as there is no apparent significant county-wide or inter-community impact(s). A decision of local determination should not be construed as either an approval or disapproval.

Very truly yours,

Sarah Lansdale
Director of Planning

Andrew P. Freleng
Chief Planner

APF/cd

2018 NOV -2 PM 12: 22
TOWN CLERK'S OFFICE
TOWN OF SOUTHAMPTON

RECEIVED



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 10/23/18 06:00 PM
Department: Long Range Planning
Category: SEQRA
Prepared By: Janice Scherer
Initiator: Kyle Collins
Sponsors: Councilman John Bouvier
DOC ID: 30326

ADOPTED

TOWN BOARD RESOLUTION 2018-1022

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Administrator, NYSDEC 50 Circle Rd SUNY @ Stony Brook Stony Brook, NY 11790-3409;
and be it further

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Planning Commission (c/o Andy Freleng), who is identified as an Interested Agency
pursuant to SEQRA.

Financial Impact

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Julie Lofstad, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

9171 9690 0935 0191 7787 16

9171 9690 0935 0191 7787 23

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Adoption of Local Solid Waste Management Plan Update		
Project Location (describe, and attach a general location map): Town of Southampton		
Brief Description of Proposed Action (include purpose or need): The Town of Southampton's (Town or Southampton) solid waste management mission is to "provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling." For almost 20 years, the Town has been successfully operating under the March 1995 Local Solid Waste Management Plan (SWMP). The adoption of an Updated Solid Waste Management Plan is the subject of this SEQRA Action. It was prepared in general accordance with 6 NYCRR Part 360 which identifies the regulations and procedures that must be followed in developing an approvable solid waste management plan and comprehensive recycling analysis. By evaluating the Town's integrated waste management experiences and efforts in the context of the State goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Southampton is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible		
Name of Applicant/Sponsor: Town Board of the Town of Southampton	Telephone: (631)702-1868	E-Mail:
Address: 116 Hampton Road		
City/PO: Southampton	State: NY	Zip Code: 11968
Project Contact (if not same as sponsor; give name and title/role): Christine Fetten, Town Engineer & Director of Facilities Management	Telephone: 631-702-1758	E-Mail: cfetten@southamptontownny.gov
Address: same		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board	Already underway since 2011
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 Existing Transfer Stations are in OSC (Open Space/Conservation) Districts. The objective of this new SWMP is to document the Town's current solid waste management and recycling programs and identify possible cost-effective improvements to enhance solid waste.

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Hampton Bays Transfer Station is HB School District; North Sea Transfer Station is Tuckahoe School District

b. What police or other public protection forces serve the project site?
 Town of Southampton Police

c. Which fire protection and emergency medical services serve the project site?
 North Sea Fire District/Ambulance, Hampton Bays Fire District/Ambulance;

d. What parks serve the project site?
 N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres
 b. Total acreage to be physically disturbed? _____ acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- ii. Describe types of new point sources. _____
- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- ii. In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration: _____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No

Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town Board / Town of Southampton Date 10/23/18

Signature Jenice Scherer Title Assistant Planning Director



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 11/27/18 06:00 PM
Department: Long Range Planning
Category: SEQRA
Prepared By: Janice Scherer
Initiator: Kyle Collins
Sponsors: Councilman John Bouvier
DOC ID: 30547

ADOPTED

TOWN BOARD RESOLUTION 2018-1119

Assume Lead Agency for the Purpose of SEQRA for the Adoption of The Town of Southampton's Solid Waste Management Plan Update

WHEREAS, in 1990 The Town of Southampton adopted its first Solid Waste Action Management Plan-as required by the State under the Solid Waste Management Act of 1988 to develop a long term master plan to address solid waste management including planning, facilities development and operations; and

WHEREAS, this plan provided the eventual elimination of landfill operations, recycling plans, composting of Southampton's entire waste stream after maximum feasible waste reduction and recycling and evaluation, selection of waste disposal technologies, identifications of site and locations suitable for waste processing and an implementation schedule; and

WHEREAS, the Town revised and updated the plan in 1995 to consolidate data, acknowledge that full scale MSW composting was not feasible and developed a plan for intensive source separation of recyclable materials and composting of yard waste; and

WHEREAS, the 1995 update: acknowledged the communities concerns regarding the North Sea Landfill and the continued use of the facility; called for private carters to transport materials directly to market and not use the North Sea Facility; sited a new Sag Harbor Transfer Facility to provide more opportunities to residential self-haulers and eliminated access to commercial haulers; and

WHEREAS, the Town has submitted bi-annual reports and status updates to the DEC on the plan, and was required in 2011 to provide the DEC a new update to the Solid Waste Management Plan (SWMP); and

WHEREAS, the Town contracted with CDM Smith for preparation of the latest plan; and

WHEREAS, the Town presented the latest plan for public hearing that substantially met DEC requirements of the ECL Part 360 regulations and subsequently submitted the plan to the DEC in 2011; and

WHEREAS, the Town has since been involved in an iterative process with the DEC as co-reviewer and received an updated set of comments in August of 2017 that had to be addressed prior to the DEC adoption of Part 360 updates; and

WHEREAS, the Solid Waste Management Plan (SWMP) Update is classified as a Type I Action pursuant to NYCRR Part 617 (SEQRA); and

WHEREAS, for the purpose of adopting the most recent Solid Waste Management Plan for the Town of Southampton, that the Town Board by Resolution No. 2018-1022 coordinated Lead Agency with the New York State Department of Environmental Conservation, who did not request Lead Agency status; now, therefore

BE IT RESOLVED, the Town Board hereby assumes Lead Agency for the purposes of

conducting the requisite SEQRA assessment and determination of significance for the Solid Waste Management Plan Update.

Financial Impact

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Julie Lofstad, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

The ENB SEQRA Notice Publication Form - Please check all that apply

Reset Form

Deadline: Notices must be received by 6 p.m. Wednesday to appear in the following Wednesday's ENB

- Negative Declaration - Type I
- Conditioned Negative Declaration
- Draft Negative Declaration
- Positive Declaration
- with Public Scoping Session
- Draft EIS
- with Public Hearing
- Generic
- Supplemental
- Final EIS
- Generic
- Supplemental



DEC Region # 1 County: Suffolk Lead Agency: Town Board Town of Southampton

Project Title: Adopt Updated Solid Waste Management Plan

Brief Project Description: The action involves . . .

The Town of Southampton's solid waste management mission is to "provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling." For almost 20 years, the Town has been successfully operating under the March 1995 Local Solid Waste Management Plan (SWMP).

The adoption of an Updated Solid Waste Management Plan is the subject of this SEQRA Action. It was prepared in general accordance with 6 NYCRR Part 360 which identifies the regulations and procedures that must be followed in developing an approvable solid waste management plan and comprehensive recycling analysis. By evaluating the Town's integrated waste management experiences and efforts in the context of the State goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Southampton is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible.

Project Location (include street address/municipality): Town of Southampton

Contact Person: Christine Fetten, P.E., Director of Municipal Works (cfetten@southamptontownny.gov)

Address: 116 Hampton Road City: Southampton State: NY Zip: 11968

Phone: (631) 702-1750 Fax: _____ E-mail: _____

For Draft Negative Declaration / Draft EIS: Public Comment Period ends: ____ / ____ / ____

For Public Hearing or Scoping Session: Date: ____ / ____ / ____ Time: ____ : ____ am/pm

Location: _____

A hard copy of the DEIS/FEIS is available at the following locations:

_____ The online version of the DEIS/FEIS is available at the following publically accessible web site:

_____ For Conditioned Negative Declaration: In summary, conditions include:

Kimberly Ottati

From: Kimberly Ottati
Sent: Monday, December 17, 2018 10:38 AM
To: 'enb@gw.dec.state.ny.us'; 'dec.sm.ENB'
Cc: Sundy Schermeyer; Linda Marzano; Janice Scherer; Christine Fetten
Subject: Region #1 ENB SEQRA Notice Publication Form - Adopt Updated Solid Waste Management Plan
Attachments: 12-2018 ENB form- Solid Waste mgmt plan 2018.pdf

12-17-18

Dear Lindy Sue:

Attached for filing please find an ENB SEQRA Notice Publication Form concerning ***“Adopt Updated Solid Waste Management Plan”*** for Publication in the December 26, 2018 Bulletin.

Should you require anything further, please do not hesitate to contact this office.

Thank you,
Kim

*Kimberly Ottati, Deputy Town Clerk
on behalf of
Sundy A. Schermeyer, Town Clerk
116 Hampton Road
Southampton, NY 11968
631-287-5740*



Please consider the environment before printing my email

Kimberly Ottati

From: dec.sm.ENB <ENB@dec.ny.gov>
Sent: Monday, December 17, 2018 10:38 AM
To: Kimberly Ottati
Subject: Automatic reply: Region #1 ENB SEQRA Notice Publication Form - Adopt Updated Solid Waste Management Plan

The ENB has received your e-mail.

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The Town of Southampton's solid waste management mission is to "provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling." For almost 20 years, the Town has been successfully operating under the March 1995 Local Solid Waste Management Plan (SWMP).

The adoption of an Updated Solid Waste Management Plan is the subject of this SEQRA Action. It was prepared in general accordance with 6 NYCRR Part 360 which identifies the regulations and procedures that must be followed in developing an approvable solid waste management plan and comprehensive recycling analysis. By evaluating the Town's integrated waste management experiences and efforts in the context of the State goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Southampton is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible.

The Updated plan considers various alternatives and concludes with the preferred option of Alternative 1 that continues the current solid waste operations at the four (4) existing transfer stations and three (3) compost facilities as they currently exist within the Town and create a system to permit and track the private carters that operate in the Township. The Town also adopted a single use plastic bag ban in 2014, is creating a comprehensive recycling program for all municipal buildings as well as increasing recycling opportunities at local beaches and parks, and continues to educate the residents and visitors about S.T.O.P program days and approved locations for disposing pharmaceuticals in order to enhance and protect the drinking and surface waters of the Town. Section 7 of the Plan identifies the improvements and changes to date and moving forward to continue with public education and outreach.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town Board of the Town of Southampton as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Adopt Updated Solid Waste Management Plan (2016-2026)

Name of Lead Agency: Town Board of the Town of Southampton

Name of Responsible Officer in Lead Agency: Jay Schneiderman

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)



Date:

12/10/18

For Further Information:

Contact Person: Christine Fetten, P.E., Director of Municipal Works

Address: 116 Hampton Road, Southampton NY 11968

Telephone Number: (631) 702-1750

E-mail: cfetten@southamptontownny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

(6)



Department of
Environmental
Conservation

ENB - Region 1 Notices 12/26/2018

Negative Declaration

Suffolk County - **The Town of Southampton Town Board**, as lead agency, has determined that the proposed Adoption of an Updated Solid Waste Management Plan will not have a significant adverse environmental impact. The Town of Southampton's solid waste management mission is to "provide waste management services to Town residents that are cost-effective, convenient, and promote waste reduction and recycling." For almost 20 years, the Town has been successfully operating under the March 1995 Local Solid Waste Management Plan (SWMP).

The adoption of an Updated Solid Waste Management Plan was prepared in general accordance with 6 NYCRR Part 360 which identifies the regulations and procedures that must be followed in developing an approvable solid waste management plan and comprehensive recycling analysis. By evaluating the Town's integrated waste management experiences and efforts in the context of the State goals for waste minimization, a comprehensive strategy for enhancing reduction, reuse and recycling in Southampton is provided herein. The ultimate goal of the plan is to achieve the most cost-effective and efficient solid waste operation feasible. The project is located throughout the Town of Southampton, New York.

Contact: Christine Fetten, Town of Southampton, 116 Hampton Road, Southampton, NY 11968, Phone: (631) 702-1750, E-mail: cfetten@southamptontownny.gov.

Positive Declaration

Nassau County - The Village of Great Neck Board of Trustees, as lead agency, has determined that the proposed Middle Neck Road and East Shore Road Corridor Study and Zoning Amendments may have a significant adverse impact on the environment and a Draft Environmental Impact Statement must be prepared. The action involves the Adoption of the Corridor Study and associated zoning amendments, including:

- Re-naming the Middle Neck Road Multifamily Incentive Overlay District to the Corridor Incentive Overlay (CIO) District and slightly expanding the boundaries of the CIO District along Middle Neck Road and including portions of the ESR Corridor in the CIO District;
- Rezoning of certain properties in the CIO;
- Allowing within the CIO District commercial, affordable workforce housing, or assisted living uses when identified by the Board of Trustees (the Board) as a community benefit/amenity in a particular circumstance;
- Defining as amenities which are presumptively beneficial, including affordable workforce housing, assisted living with a permitted density of 75 assisted living units per acre, and ground-floor commercial use;
- Removing from the Zoning Code the restriction against the Board authorizing a prohibited use within the underlying district as an incentive;
- Adding assisted living as a permitted use in Mixed-Use Districts;

- Limiting the maximum building height granted as an incentive for affordable workforce housing or assisted living to five stories or 52.5 feet;
- Providing for relaxation of parking requirements on a case-by-case basis and favored by the Board in conjunction with a community amenity along Middle Neck Road, and only with a showing a substantial hardship and minimal adverse impact along East Shore Road;
- Requiring all applications for incentive zoning bonuses to be subject to a noticed public hearing.

The project is located along the Middle Neck Road and East Shore Road Corridors in the Village of Great Neck, New York.

Contact: Peter A. Bee, Bee Ready Fishbein Hatter & Donovan, Mineola, NY 11501, Phone: (516) 746-5599, E-mail: pbee@beereadylaw.com.

Suffolk County - The Incorporated Village of Huntington Bay Board of Trustees, as lead agency, has determined that the proposed Crown Castle NG East LLC Special Permit Application may have a significant adverse impact on the environment and a Draft Environmental Impact Statement must be prepared. The action involves a proposal by the Applicant, Crown Castle NG East LLC, for a special permit from the Incorporated Village of Huntington Bay Board of Trustees pursuant to Chapter 90 of the Village Code, to Install Distributed Antenna System (DAS) equipment at sixteen (16) locations within the Village's public rights -of-way. The proposed equipment will be installed on a combination of existing and proposed poles. The project is located throughout the Incorporated Village of Huntington Bay, New York.

Contact: Gail Devol, Incorporated Village of Huntington Bay, 244 Vineyard Road, Huntington Bay, NY 11743, Phone: (631) 427-2843, E-mail: gdevol@huntingtonbay.org.

Notice of Acceptance of Final EIS

Suffolk County - The Town of Smithtown Town Board, as lead agency, has accepted a Final Environmental Impact Statement on the proposed KPE II, LLC, Change of Zone. The Final EIS is available from Russell K. Barnett, Smithtown Department of Environment And Waterways, 124 West Main Street, Smithtown, NY 11787, Phone: (631) 360-7514; Smithtown Library: Commack, Kings Park, Nesconset, & Smithtown Branches and on line at: www.smithtownny.gov.

The action involves a petition for a Change of Zone from LI to R-21 for the purpose of future residential construction yet to be determined, to be located on an industrially developed 25.8 acre parcel of land. The project is located on the northeast and northwest corners of Old Northport Road and Kings Park Road in Kings Park, Town of Smithtown, New York.

Contact: Russell K. Barnett, Town of Smithtown, 124 West Main Street, Smithtown, NY 11787, Phone: (631) 360-7514.



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

Meeting: 12/11/18 01:00 PM
Department: Long Range Planning
Category: SEQRA
Prepared By: Janice Scherer
Initiator: Janice Scherer
Sponsors: Councilman John Bouvier
DOC ID: 30632

ADOPTED

TOWN BOARD RESOLUTION 2018-1165

Resolution Adopting Negative Declaration (Determination of Non-Significance) for Purposes of SEQRA in Connection with Adopting the Town's Solid Waste Management Plan Update

WHEREAS, in 1990 The Town of Southampton adopted its first Solid Waste Action Management Plan-as required by the State under the Solid Waste Management Act of 1988 to develop a long term master plan to address solid waste management including planning, facilities development and operations; and

WHEREAS, this plan provided the eventual elimination of landfill operations, recycling plans, composting of Southampton's entire waste stream after maximum feasible waste reduction and recycling and evaluation, selection of waste disposal technologies, identifications of site and locations suitable for waste processing and an implementation schedule; and

WHEREAS, the Town revised and updated the plan in 1995 to consolidate data, acknowledge that full scale MSW composting was not feasible and developed a plan for intensive source separation of recyclable materials and composting of yard waste; and

WHEREAS, the 1995 update: acknowledged the communities concerns regarding the North Sea Landfill and the continued use of the facility; called for private carters to transport materials directly to market and not use the North Sea Facility; sited a new Sag Harbor Transfer Facility to provide more opportunities to residential self-haulers and eliminated access to commercial haulers; and

WHEREAS, the Town has submitted bi-annual reports and status updates to the DEC on the plan, and was required in 2011 to provide the DEC a new update to the Solid Waste Management Plan (SWMP); and

WHEREAS, the Town contracted with CDM Smith for preparation of the latest plan; and

WHEREAS, the Town presented the latest plan for public hearing that substantially met DEC requirements of the ECL Part 360 regulations and subsequently submitted the plan to the DEC in 2011; and

WHEREAS, the Town has since been involved in an iterative process with the DEC as co-reviewer and received an updated set of comments in August of 2017 that had to be addressed prior to the DEC adoption of Part 360 updates; and

WHEREAS, the Solid Waste Management Plan (SWMP) Update is classified as a Type I Action pursuant to NYCRR Part 617 (SEQRA); and

WHEREAS, by Resolution No. 2018-1022 the Town Board coordinated Lead Agency with the New York State Department of Environmental Conservation (NYSDEC), who did not request Lead Agency status; and

WHEREAS, by Resolution 2018-1119, the Town Board assumed Lead Agency for the purpose of making a determination of significance; and

WHEREAS, the Town Board has conducted a review of the information contained in the Environmental Assessment Form Parts I & II and Negative Declaration Form prepared by the Department of Land Management; and

WHEREAS, the magnitude and importance of potential impacts have been considered by the Town Board; and

WHEREAS, adoption of the Solid Waste Management Plan (SWMP) Update is not expected to result in any large and important impacts, and therefore will not have a significant adverse impacts on the environment; now, therefore

BE IT RESOLVED, that the Town Board hereby adopts a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; and be it further

RESOLVED, that the Town Clerk is hereby directed to send a copy of the determination of significance (negative declaration) to: Roger Evans, Regional Permit Administrator, NYSDEC 50 Circle Rd SUNY @ Stony Brook Stony Brook, NY 11790-3409 and publish it in the next available Environmental Notice Bulletin.

Financial Impact

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Jay Schneiderman, Supervisor
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

ADOPTED

TOWN BOARD RESOLUTION 2019-204

Meeting: 02/12/19 01:00 PM
Department: Municipal Works
Category: Miscellaneous
Prepared By: Richard Hodgson
Initiator: Christine Fetten
Sponsors: Councilman John Bouvier
DOC ID: 31038

2018 Solid Waste Management Plan Draft Notice of Adoption

WHEREAS, in 1990 The Town of Southampton adopted its first Solid Waste Action Management Plan-as required by the State under the Solid Waste Management Act of 1988 to develop a long term master plan to address solid waste management including planning, facilities development and operations; and

WHEREAS, this plan provided the eventual elimination of landfill operations, recycling plans, composting of Southampton's entire waste stream after maximum feasible waste reduction and recycling and evaluation, selection of waste disposal technologies, identifications of site and locations suitable for waste processing and an implementation schedule; and

WHEREAS, the Town revised and updated the plan in 1995 to consolidate data, acknowledge that full scale MSW composting was not feasible and developed a plan for intensive source separation of recyclable materials and composting of yard waste; and

WHEREAS, the 1995 update: acknowledged the communities concerns regarding the North Sea Landfill and the continued use of the facility; called for private carters to transport materials directly to market and not use the North Sea Facility; sited a new Sag Harbor Transfer Facility to provide more opportunities to residential self-haulers and eliminated access to commercial haulers; and

WHEREAS, the Town has submitted bi-annual reports and status updates to the DEC on the plan, and was required in 2011 to provide the DEC a New Solid Waste Management Plan (SWMP); and

WHEREAS, the Town contracted with CDM Smith for initial preparation of the latest plan; and

WHEREAS, the Town presented the latest plan for public hearing that substantially met DEC requirements of the ECL Part 360 regulations and subsequently submitted the plan to the DEC in 2011; and

WHEREAS, the Town has since been involved in an iterative process with DEC as co-reviewer and received an updated set of comments in August of 2017 that had to be addressed prior to the DEC adoption of Part 360 updates; and

WHEREAS, the Town has made all the necessary revisions as required by the DEC so that the plan is complete and ready for adoption; and

WHEREAS, the Solid Waste Management Plan is classified as a Type I Action pursuant to NYCRR Part 617 (SEQRA); and

WHEREAS, by Resolution 2018-1165, the Town Board as Lead Agency adopted a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; now, therefore

BE IT RESOLVED, that the Town Board of the Town of Southampton hereby adopts the 2016-2026 Solid Waste Management Plan (Final Updated December 2018) consistent with the Comprehensive Plan.

Financial Impact

No Financial Impact

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Julie Lofstad, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 02/26/19 06:00 PM

Department: Central Purchasing and Contracts Compliance

Category: Agreements, Contracts, Leases

Prepared By: Allison Mancuso

Initiator: Allison Mancuso

Sponsors: Councilman John Bouvier

DOC ID: 31206

ADOPTED

TOWN BOARD RESOLUTION 2019-259

Recall and Amend 2019-204 to Correct 2018 Notice of Adoption of Final Local Solid Waste Management Plan

WHEREAS, on February 12, 2019, the Town Board of the Town of Southampton adopted Resolution 2019-204 for a Final Local Solid Waste Management Plan; and

WHEREAS, some corrections are necessary, the following corrections shall be made to Town Board Resolution 2019-204; and

WHEREAS, in 1990 The Town of Southampton adopted its first Solid Waste Action Management Plan as required by the State under the Solid Waste Management Act of 1988 to develop a long term master plan to address solid waste management including planning, facilities development and operations; and

WHEREAS, this plan provided the eventual elimination of landfill operations, recycling plans, composting of Southampton's entire waste stream after maximum feasible waste reduction and recycling and evaluation, selection of waste disposal technologies, identifications of site and locations suitable for waste processing and an implementation schedule; and

WHEREAS, the Town revised and updated the plan in 1995 to consolidate data, acknowledge that full scale MSW composting was not feasible and developed a plan for intensive source separation of recyclable materials and composting of yard waste; and

WHEREAS, the 1995 update: acknowledged the community's concerns regarding the North Sea Landfill and the continued use of the facility; called for private carters to transport materials directly to market and not use the North Sea Facility; sited a new Sag Harbor Transfer Facility to provide more opportunities to residential self-haulers and eliminated access to commercial haulers; and

WHEREAS, the Town has submitted bi-annual reports and status updates to the DEC on the plan, and was required in 2011 to provide the DEC a New Solid Waste Management Plan (SWMP); and

WHEREAS, the Town contracted with CDM Smith for initial preparation of the latest plan; and

WHEREAS, the Town presented the latest plan for public hearing that substantially met DEC requirements of the ECL Part 360 regulations and subsequently submitted the plan to the DEC in 2011; and

WHEREAS, the Town has since been involved in an iterative process with DEC as co-reviewer and received an updated set of comments in August of 2017 that had to be addressed prior to the DEC adoption of Part 360 updates; and

WHEREAS, the Town has made the necessary revisions as required by the DEC so that the plan is complete and ready for adoption; and

WHEREAS, in accordance with the State Regulations 360-15.10(d)(2), the Town will adopt the Local Solid Waste Management Plan, effective upon New York State Department of Environmental Conservation approval of the Local Solid Waste Management Plan, implement and maintain the Solid Waste Management System described in the Local Solid Waste Management Plan and submit annual planning unit reports and biennial updates; and

WHEREAS, the Solid Waste Management Plan is classified as a Type I Action pursuant to NYCRR Part 617 (SEQRA); and

WHEREAS, by Resolution 2018-1165, the Town Board as Lead Agency adopted a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton hereby recalls and amends Town Board Resolution 2019-204 to finalize and adopt the 2016-2026 Final Local Solid Waste Management Plan (December 2018) consistent with the Comprehensive Plan; be it

FURTHER RESOLVED, that all other content of Town Board Resolution 2019-204 shall remain the same.

Financial Impact

NONE

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni