

# **BIC Pilot Program for Community Composting Organizations**

Qualifying community composting organizations who wish to collect and transport organic waste from commercial establishments can enter into individual agreements with BIC without needing to pay a fee. The term of each agreement is one year, with the option to renew for an additional year.

Please fill out the below and submit to BIC via mail at the following address:

NYC Business Integrity Commission  
100 Church Street, 20th Floor  
New York, NY 10007  
Attention: Salvador Arrona

## Community Composting Pilot Program F.A.Q.

### *Eligibility Questions:*

1. **If my community composting organization only collects residential organic waste, do we need to execute an Agreement with BIC?**

No. The Agreement BIC is making available to community composting organizations only applies to those organizations that wish to collect and transport organic waste from commercial establishments, rather than residential.

2. **Would any for-profit business (e.g. even one that has a documented agreement with a city agency) be eligible to participate in the community composting pilot program and enter into an Agreement?**

No. If you are not a non-profit organization with *501(c)(3) status*, and you are likewise not an *unincorporated* entity with a documented agreement with a NYC agency to utilize property owned by the City for the purposes of composting, you do not qualify to enter into an Agreement with BIC under the pilot program.

### *Transportation Questions:*

1. **Can I utilize my personal vehicle to transport organic material collected from a commercial establishment?**

Yes. Please provide the mandatory information requested in the Registration Form, Schedule A and Schedule B. Additionally, please upload proof of insurance and a copy of the vehicle's registration with the Registration Form.

2. **Will my organization be allowed to utilize a rental vehicle (either a Zipcar or a car from a rental company) to collect and transport organic material from a commercial establishment?**

No. For the purposes of this pilot program, BIC will not allow the use of rental vehicles for the collection and hauling of commercial organic waste.

3. **Our organization would like to utilize bicycles and/or electric bicycles to collect and transport organic waste from a commercial establishment. Will I be required to provide any insurance or registration information for this mode of transportation?**

No. At this time, BIC is only requesting insurance and registration information for motorized vehicles. In the Registration Form, however, you will be required to inform us which methods of transportation you will use to transport organic waste, including bicycles.

*Operational Questions:*

1. **Will my organization be allowed to charge a fee to collect organic waste from a commercial establishment?**

Yes, but a customer cannot be charged above the maximum rates set by BIC. Please visit the following link for a list of the current rates:

<https://www1.nyc.gov/site/bic/industries/maximum-rates.page>

2. **Will BIC impose a monthly maximum amount on the commercial organic waste composting organization can collect from commercial establishments?**

At this time, BIC will not be imposing a cap on the amount of organic waste collected from commercial establishments. However, BIC will monitor its regulation of organic composting transport as it grows and reserves the right to impose a threshold at a later point.

3. **Under the pilot program, will BIC impose a maximum capacity that a community composting site cannot exceed?**

BIC does not regulate the community composting sites. While we are not imposing a minimum or maximum capacity threshold for each community composting site, organizations should abide by all local and state rules governing such sites.

4. **How often will an organization be required to track and report their quantitative data?**

As part of the initial registration process, your organization will be required to submit certain quantitative information. Your organization will be required to submit quarterly reports. Please track the type and amount of commercial organic waste your organization is collecting. BIC will be providing you with a sample report you must complete.

5. **Can an organization who has entered into an agreement with BIC, sell the finished compost product?**

Yes. A community composting organization may use the profits it generates from the finished compost to cover any expenses associated with operation their organization.

6. **As part of the terms and conditions of the Agreement, it is my understanding that I need to notify BIC within 10 business days of any changes to the information that I provided in the online Registration Form. What constitutes as “notice”?**

Please contact BIC by either e-mail or mail if there any changes to the Registration Form.

7. **If my organization executes an Agreement with BIC, will I receive some form of documentation from BIC, which will allow me to demonstrate that I am allowed to transport commercial organic waste?**

Yes. Once your organization has met the eligibility requirements for the program and has completed the Registration Form for Community Composters, your organization will receive a fully executed Agreement by email, which will serve as your official notice to participate in the pilot program.

*Registration Form Questions:*

1. **Will my organization be required to provide a specific list of all the businesses that we are collecting organic waste from, and will we be required to update BIC each time we collect from a new one?**

In the Registration Form for Community Composters, please indicate which businesses you are planning to collect organic waste by providing the neighborhood and zip code. Please maintain a detailed list of the customers you plan to serve as you will be required to submit this information on a quarterly basis.



**The City of New York**  
**BUSINESS INTEGRITY COMMISSION**  
100 Church Street · 20th Floor  
New York · New York 10007  
Tel. (212) 437-0500 · Fax (646) 500-7096  
[www.nyc.gov/bic](http://www.nyc.gov/bic)

Noah D. Genel  
*Commissioner and Chair*

**Agreement**  
**Between**  
**The New York City**  
**Business Integrity Commission**  
**And**

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This Agreement (the “Agreement”) sets forth the terms and understanding between the New York City Business Integrity Commission (the “Commission” or “BIC”) and \_\_\_\_\_ (“Community Composter” or the “Organization”) (together with BIC, the “Parties”), located at \_\_\_\_\_.

**WHEREAS**, BIC regulates the collection, transport and disposal of trade waste;

**WHEREAS**, “Trade Waste” is defined in Title 16-A, Section 16-501(f) of the Administrative Code as “all putrescible and non-putrescible materials or substances, except as described in paragraph (2) of this subdivision, that are discarded or rejected by a commercial establishment required to provide for the removal of its waste pursuant to Section 16-116 of [the New York City Administrative Code] as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, street sweepings, rubbish, tires, ashes, contained gaseous material, incinerator residue, construction and demolition debris, medical waste, offal and any other offensive or noxious material. Such term shall also include recyclable materials as defined in subdivision i of section 16-303 of [the New York City Administrative Code] that are generated by such commercial establishments”;

**WHEREAS**, Trade Waste includes certain organic material (“Organic Waste”) discarded or rejected by a commercial establishment that the Parties seek to divert from landfills for the purpose of recycling or composting;

**WHEREAS**, the Commission recognizes the positive impact of community-led composting on New York City and seeks to encourage the continued operation and growth of community composters. To that end, the Commission must balance the need to support these

organizations while ensuring that they comply with Local Law 42 of 1996 and the rules promulgated thereunder;

**WHEREAS**, this Agreement outlines the manner in which certain community composting organizations may operate without undergoing the Commission’s licensing application process, and represents a binding agreement between the Parties for a term of one (1) year, with the opportunity to renew for a second period of one (1) year; and

**WHEREAS**, all terms used herein, unless otherwise indicated, shall have the definitions ascribed to them in the New York City Administrative Code (the “Administrative Code”) and the Rules of the City of New York.

**NOW THEREFORE**, the Parties hereby agree as follows:

1. The Community Composter affirms that it (*select either (i) or (ii)*):
  - a. (i) Is organized and operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual or to the benefit of any private interest; OR  
  
(ii) Is an unincorporated entity with a documented agreement with a New York City agency, such as the New York City Department of Parks and Recreation (“DPR”), to utilize property owned by New York City for the purposes of composting; and
  - b. Desires to collect and transport Organic Waste.
2. The Community Composter affirms that it intends to recycle the commercial Organic Waste at a Community Composting Site that is one (or more) of the following types of Community Composting Sites (*select all that apply*), and will not utilize any other type of facility:
  - \_\_\_ A New York State Department of Environmental Conservation (“DEC”) Permitted or Registered Facility
  - \_\_\_ A DEC Exempt Facility
  - \_\_\_ Affiliated with the NYC Compost Project or with New York City’s Department of Sanitation (“DSNY”) Community Compost Site Network
  - \_\_\_ A licensee or partner of the DPR

And is located at \_\_\_\_\_ .  
(street address of Community Composting Site(s))

3. The signatory for the Community Composter is an authorized agent of the Community Composter with the authority to execute this Agreement.

4. The Community Composter intends to collect Organic Waste from commercial establishments in the following geographic locations (please list by zip code and neighborhood for each business you plan to serve):

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5. The Community Composter intends to transport the Organic Waste by:  
(select all that apply)

- Foot  
 Motorized vehicle driven on a public roadway which is propelled by any power other than muscular power<sup>1</sup>  
 Bicycle, tricycle, or cart propelled by muscular power

6. The Community Composter agrees to complete and submit to BIC a Community Composter Registration Form, in the form annexed hereto as Exhibit 1 (“Registration Form”).
7. The Community Composter agrees to provide BIC with the information related to all vehicles and drivers used to collect Organic Waste requested on the Registration Form.
8. The Community Composter agrees to contact and inform the Commission in writing of any changes to the information provided by the Community Composter in this Agreement and on the Registration Form within ten (10) business days of the change.
9. The Community Composter understands that this Agreement may be terminated at any time by Order or Directive issued by the Commissioner of BIC. Such an Order or Directive may be in the form of a letter to the Community Composter from a member of the Commission’s staff.
10. The Community Composter understands that if at any time it violates any of the terms of this Agreement, or if the Commission terminates this Agreement, it must immediately cease the collection and transport of Organic Waste until it obtains a license pursuant to Administrative Code Title 16-A, Section 16-505(a).
11. If the Community Composter abides by all of the terms of this Agreement, the Commission will not take any adverse action or issue a violation against the Community Composter for failure of the Community Composter to obtain a license pursuant to Administrative Code Title 16-A, Section 16-505(a). Nothing in this Agreement limits in any other way, or shall be construed to limit in any other way, the authority of the Commission to exercise its powers under Local Law 42 of 1996 or the rules promulgated thereunder.

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<sup>1</sup> If the Community Composter is using a motorized vehicle, proof of insurance and the vehicle’s registration shall be provided to the Commission along with this Agreement and the Registration Form.

*This Agreement reflects the Commission's agreement with the Community Composter as it relates to the Community Composter's currently planned operation. If there are any substantive changes to the manner in which the Community Composter or its agents collect, compost or recycle Organic Waste, the Community Composter must advise the Commission promptly. This Agreement is subject to revocation at any time by the Commission. The Community Composter may revoke or terminate this Agreement by providing written notice to the Commission.*

Dated: \_\_\_\_\_, 2019

The New York City  
Business Integrity Commission

By: \_\_\_\_\_  
Noah D. Genel  
Commissioner and Chair

The Community Composter swears to the truth of the statements made above under penalty of perjury, consents to the conditions set forth above, and agrees to fill out the Registration Form in the form annexed hereto.

Agreed and Accepted By:

\_\_\_\_\_  
COMMUNITY COMPOSTER

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

ITS: \_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

# **Registration Form for Community Composters**

## **PART 1 - Community Composter Identifying Information**

**1. Name of applicant organization:**

\_\_\_\_\_

**2. EIN:** \_\_\_\_\_

**3. Contact person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**4. Mailing address:**  
\_\_\_\_\_

**5. Organization telephone number:**  
\_\_\_\_\_

**6. Contact Person telephone number:**  
\_\_\_\_\_

**7. Electronic addresses:**  
Website: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**8. Type of facility you will use for composting Organic Waste (*select all that apply*):**

A New York State Department of Environmental Conservation (“DEC”) Permitted or Registered Facility

A DEC Exempt Facility

Facility Affiliated with the NYC Compost Project or with New York City’s Department of Sanitation (“DSNY”) Community Compost Site Network

A licensee or partner of the New York City Department of Parks and Recreation (“DPR”)

## **PART 2 - Operational Information**

**As of the date this registration form is executed:**

**9. What is the management structure of your organization? (Include positions and compensation)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Does your organization have a Board of Directors? Y \_\_\_ N \_\_\_**

**If yes, provide positions and compensation (if applicable) of all Board members:**

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**11. How many paid employees do you have? (Including stipends and reimbursements)**

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**12. Approximately how many volunteers per week do you have?**

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**13. What method of transportation will you use to transport Organic Waste?** (please refer to Agreement for definition) – select all that apply:

- Use of a motorized vehicle (please complete attached Schedule A and Schedule B)
- Bicycle or tricycle
- By Foot

**14. How many motorized vehicles will you use to transport Organic Waste?**

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**15. Does your organization sell the finished compost? Y \_\_\_ N \_\_\_**

**16. Does your organization charge a fee for collection of Organic Waste? Y \_\_\_ N \_\_\_**

**17. Does your organization accept monetary donations? Y \_\_\_ N \_\_\_**

**18. What amount of Organic Waste do you process or transport for processing on a monthly basis (by volume or by weight)?**

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**19. What is the maximum capacity your composting facility can handle (by volume or by weight)?** \_\_\_\_\_



**Schedule B – Operators of Vehicles**

<b>Name (Last, First, Middle)</b>	<b>State Issuing License</b>	<b>Driver's License Number</b>	<b>Class</b>	<b>Expiration Date</b>