

**TOWN OF ALDEN  
WORK SESSION  
January 8, 2024  
7:00 P.M.**

**A G E N D A**

- 1. Court Copier per S/CP**
- 2. School for newly elected officials per CM/RC**
- 3. Refuse contract per TA/JS**
- 4. New bank account for Senior Lunch Program per S/CP**
- 5. Employee handbook per S/CP**
- 6. Park Use form per TA/JS**
- 7. Planning & ZBA Training per TA/JS**
- 8. Bingo License per TA/JS**
- 9. Vacancies: Deputy DCO and Sewer Plant Tester per TA/JS**
- 10. New Councilmembers Code Books/Policy Books, update website per  
TA/JS**
- 11. Dogs per CM/RC**
- 12. Ledgestone Village per CEO/CS**
- 13. Cayuga Creek Water District per TE/MM**
- 14. Townline Water District per TE/MM**
- 15. Senior Center Addition per TE/MM**
- 16. Community Center Boiler per TE/MM**



# TOWN OF ALDEN

## Vendor Activity Report

Vendor Code: 0000001815  
 1099 Option: Print a 1099  
 OLSSEN, ROBERT  
 Fed ID/SS:

VOUCHERS	Vendor Code:	Invoice No.	Inv Date	Voucher No.	Check No	ID	Due/Paid	Status	Description	Amount
1	09042023	09/12/2023	20230829	41687	00001	09/19/2023	P	PICKED UP DOG ON WALDEN AVE AT ALDEN CORRECTIONAL FAC 8/14/23 - 8/31/23 - SPCA WOULD NOT TAKE UNTIL 8/31/23. COLLEN P. MADE DATE WITH SPCA . SO HAD 18 DAYS.	450.00	
1	06242023	07/24/2023	20230637	41551	00001	08/08/2023	P	PICKED UP 2 DOGS ON WENDE RD. KEPT FOR 13 DAYS AS SPCA WOULD NOT TAKE UNTIL 7/6/23. 1 DOG AT 25.00 A DAY FOR 13 DAYS. 1 DOG (NO CHARGE) WENT TO ALDEN VET TO BE PUT DOWN (NASTY) ON 14TH DAY.	325.00	
1	03142025	03/14/2023	20230250	41200	00001	03/21/2023	P	DOG KENNEL ON KEEPING DOG FOR 13 DAYS. GAS MILEAGE EACH WAY TO BE PICKED UP AND TOOK IN FOR DOG TRUCK.	347.00	
<b>Total Vouchers for Vendor:</b>									<b>3</b>	<b>1,122.00</b>

**Grand Total Voucher: 1,122.00**

Randy



Dr. David M. Chico  
Veterinarian 3  
(518) 457-3502

If you have any questions regarding this inspection, please feel free to contact Ann Marie Brade,  
Animal Health Inspector at (585) 480-0600.

Another inspection will occur in approximately (30) days after the date of inspection. It is  
anticipated that all deficiencies will be corrected by this time.

Please discuss this notice with municipal officials and take appropriate action so that DCO  
services are in compliance.

As the report indicates, DCO services were rated "Unsatisfactory" for reasons noted on the  
report.

Enclosed is the **Dog Control Officer Inspection Report** completed on 11/28/2023. This  
inspection relates to Agriculture and Markets Laws and Regulations. These laws and regulations  
may be viewed on the website below.

Dean Adamski  
Town Supervisor - Town of Alden  
3311 Wende Rd  
Alden, NY 14004

December 11, 2023





NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS  
DIVISION OF ANIMAL INDUSTRY  
108 AIRLINE DRIVE, ALBANY, NY 12235

**DOG CONTROL OFFICER INSPECTION REPORT - DL-89**

Rating: Unsatisfactory  
Purpose: Inspection

DATE/TOA: 11/28/23 10:00 am

Inspector: Ann Marie Brade  
Inspector #: 72

Bob Olsen  
11301 Kiefer Road  
Alden NY 14004

These are the findings of an inspection of your facility on the date(s) indicated above:

- 1. Equipment is available for proper capture and holding **Yes**
- 2. Dogs are held and transported safely **Yes**
- 3. Equipment maintained in clean and sanitary condition **Yes**
- 4. Veterinary care is provided when necessary **Yes**
- 5. Dogs are euthanized humanely **Yes**
- 6. Complete seizure and disposition records are maintained for all seized dogs **No**
- 7. Dogs transferred for purposes of adoption in compliance with Article 7 **No**  
*Disposition records are not complete, see remarks*
- 8. Redemption period is observed before adoption, euthanasia or transfer **No**  
*Unable to determine*
- 9. Owners of identified dogs are properly notified **Yes**  
*Unable to determine*
- 10. Redeemed dogs are licensed before release **No**  
*Dogs are redeemed without proof of a dog license*
- 11. Proper impoundment fees paid before dogs are released **Yes**

Town - City - Village Information for Inspection:

TCV CODE TCV NAME

1401 Town of Alden

Additional Information for Inspection:

**Number of Dogs Seized:**

Number of dogs seized since previous inspection: 15

**Associated Municipal Shelter(s):**

Name of Shelter(s): Newstead Animal Shelter

**Holding Facility:**

Dogs held before transport to shelter? (Yes/No): No

Location(s): N/A

**REMARKS:**

Records must be complete at the time of inspection. This is often accomplished by communication between the municipal offices, the contracted shelter and the DCO.

According to Article 7 Section 113.4 and 113.5, all records must be complete and include the complete disposition (what happened to the dog). When a dog is redeemed by the owner (returned to the owner,) according to Article 7 section 117.4, 117.5, and 117.9 the dog must be licensed before released. The dog license number, the name of the person/clerk/town who issued the license and the date the dog was redeemed is required on the disposition record. For dogs not redeemed by owner, the disposition record must include the outcome of the dog, such as adoption or transfer information.

If you have any questions, please email me at [annmarie.brade@agriculture.ny.gov](mailto:annmarie.brade@agriculture.ny.gov) or call 585-480-0600.

REPRESENTATIVE PRESENT FOR INSPECTION: Bob Olsen

REVIEWED BY: Emily Cacchione

REVIEWED DATE: 12/07/2023

TITLE: Dog Control Officers



KANDY



# NEWLY ELECTED OFFICIALS 2024 TRAINING SCHOOL



## GENERAL INFORMATION

### WHEN:

January 10 - 12, 2024  
DoubleTree by Hilton, 1111 Jefferson Road, Rochester, NY 14623

and

January 17 - 19, 2024  
Albany Marriott, 189 Wolf Road, Albany, NY 12205

### WHO:

All first- and second-term supervisors, town board members, fiscal personnel and town clerks are encouraged to attend.

### WHAT'S INCLUDED:

Registration begins at 7:30 a.m. on the first day of each session. A breakfast buffet is served between 7:30 and 8:30 a.m.

**AUTHORITY TO ATTEND:** Attendance at this training school is permitted by section 77-b of the General Municipal Law. Subdivision 3 of the section permits the town board to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced ... ." You are entitled to be reimbursed for all reasonable costs incurred while attending this program.

**REGISTRATION INFORMATION:** There is a school fee of \$200 per member / \$250 per non-member, which is payable in advance of the program. This fee covers the cost of tuition, course materials, breakfasts, lunches and coffee breaks. Please complete the registration form and return with payment to the address indicated on the next page.

**NEWLY ELECTED TOWN OFFICIAL TRAINING PACKAGE:** All attendees of either NETO school can register for our 2024 Annual Meeting & Training School for the low price of \$50!

**HOTEL RESERVATIONS:** A block of rooms has been reserved at both locations. To reserve a room at the special rates, call your designated hotel, referencing the Association of Towns' program:

- **DoubleTree by Hilton Rochester**  
\$149 Standard Room  
December 10, 2023  
Cut-off date for preferential rates:  
1-800-774-1500

- **Albany Marriott**  
\$129 Standard Room  
December 20, 2023  
Cut-off date for preferential rates:  
1-800-228-9290

**DID YOU KNOW?** As a town officer, you are not required to pay tax on the room. Tax-exempt certificates should be carried with you for check-in. We will have extras available.

**FOR FURTHER INFORMATION:** Please contact Patty Kebea, Executive Meeting Coordinator, Association of Towns, at (518) 465-7933 or via email at [pkebea@nytowns.org](mailto:pkebea@nytowns.org).

**Checks made payable to Association of Towns. Please mail completed forms, one per registrant, with full payment to: Association of Towns, Attn: Patty Kebea, Executive Meeting Coordinator, 150 State St., Albany, NY 12207**



# 2024 Newly Elected Town Officials Schools

## Agenda

January 10, 11 & 12 Doubletree by Hilton Hotel Rochester  
 1111 Jefferson Rd, Rochester, NY 14623

January 17, 18 & 19 - Albany Marriott  
 189 Wolf Road, Albany, NY 12205

Speakers

Time	Breakfast	Topic	Speakers
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8:00-9:00

7:30

Registration Opens

Day 1

8:45-9:00

Welcome, Introduction to OSC, and Material Briefing

Gerry Geisi, Executive Director, Association of Towns and School  
 Brown, Assistant Comptroller, Division of Local Government and School  
 Accountability, Office of the State Comptroller

9:00-10:00

Town Government 101: What is a Town, What Services Does a Town Provide and Who Provides Those Services

Lori Mithen-Demassi, General Counsel, Sarah Brancatella, Counsel and  
 Legislative Director, and Katie Hodgdon, Counsel, Association of Towns

10:00-10:30

Town Board Tool Kit: Motions, Resolutions, Ordinances & Local Laws

Lori Mithen-Demassi, General Counsel, Sarah Brancatella, Counsel and  
 Legislative Director, and Katie Hodgdon, Counsel, Association of Towns

10:30-10:40

10-Minute Break

10:40-11:40

Town Budget Process/Basics

Sarah Brancatella, Counsel and Legislative Director, and Katie Hodgdon,  
 Counsel, Association of Towns

11:40-12:30

50-Minute Lunch

12:30-2:00

The Legitties of Purchasing and Competitive Bidding

Mark Stevens, Supervising Attorney, Office of the State Comptroller  
 (Rochester) Mark Stevens, Supervising Attorney and Erin Fitzgerald,  
 Senior Attorney, Office of the State Comptroller (Albany)

2:00-2:10

10-Minute Break

2:10-3:10

Retirement Reporting: Elected and Appointed Officials

Marsha Miles, Retirement System Examiner 4, Office of the State  
 Comptroller (Rochester)  
 Eugene Civitello, Retirement System Examiner 3, Office of the State  
 Comptroller (Albany)

3:10-4:10

Basics of Municipal Liability

Kevin Crawford, Esq., New York Municipal Insurance Reciprocal  
 Mike Kenneally, Esq., NYS Municipal Workers' Compensation Alliance

2:10-4:10

Vital Records: Birth, Marriage and Death

Registration Unit Field Representative, Bureau of Vital Records, NYS  
 Department of Health

4:10-5:10

Reception

Sponsored by: New York Municipal Insurance Reciprocal and New York  
 State Municipal Workers' Compensation Alliance

(Over)

Town Clerk Breakout Agenda





Time	Topic	Speakers
9:00-10:00	Fiscal Oversight Responsibilities of the Town Board	Ingrid Otto, CPA, Examiner 2 (Rochester) and Sarah Driscoll, Examiner 1, Office of the State Comptroller (Albany)
10:00-11:00	Ethics	Sarah Brancatella, Counsel and Legislative Director, Association of Towns
11:00-11:10	Break	
11:10-12:10	Public Comments, Open Meetings and FOIL	Sarah Brancatella, Counsel and Legislative Director and Katie Hodgdon, Counsel, Association of Towns
12:10-1:00	Lunch	
1:00-2:30	Personnel Management for Town Boards	Jeffrey Swiatek, Partner, Hodgson Russ LLP
2:30-2:40	Break	
2:40-4:10	Town Supervisor's Accounting Responsibilities	William Naylor, Auditor 2, Office of the State Comptroller (Rochester) and Leslie Richard, CPA, Auditor 2, Office of the State Comptroller (Albany)
<b>Town Clerk Breakout Agenda</b>		
1:00-3:00	The Minutes Process	Virginia (Ginny) Ignatowski, Town Clerk and Receiver of Taxes, Town of Chili; Lori Milthen-Demassi, General Counsel, Association of Towns; and Daniel Acquiano, Division of Local Government and School Accountability, Office of the State Comptroller (Rochester); Sue Haag, Town Clerk and Tax Collector, Town of Austerlitz; Lori Milthen-Demassi, Esq., General Counsel, Association of Towns (Albany); and Daniel Acquiano, Division of Local Government and School Accountability, Office of the State Comptroller
3:00-3:10	Break	
3:10-4:10	Records Management	Maria McCashon, Records Advisory Officer, NYS Archives (Rochester) and Michael Martin, Records Advisory Officer, NYS Archives (Rochester)
<b>Day 3</b>		
9:00-10:00	Cash Management	Ingrid Otto, CPA, Auditor 2, Office of the State Comptroller (Rochester) and Sarah Driscoll, Auditor 1, Office of the State Comptroller (Albany)
10:00-10:50	Roads	Geoffrey Scott, P.E., Technical Assistance Engineer, Cornell Local Roads Program
10:50-11:00	Break	
11:00-11:45	Town Courts	Justices Gary Graber, Town of Darien; Deborah Stritzel, Town of Williamston; and Chris Fenold, Town of Dunkirk. Moderator: Justice Kenneth "Oh!" Johnson, Town of Day (Rochester) Justices Barbara Seebach, Town of Clinton; Susan Sullivan-Bisceglia, Town of Lagrange; and Justice Robert Bogle, Nassau County Court. Moderator: Justice Kenneth "Oh!" Johnson, Town of Day (Albany)
11:45-12:30	Regulating Land Use	Patricia Burke (Rochester) and Christopher Eastman (Albany), Local Government Specialists, NYS Department of State
<b>Town Clerk Breakout Agenda</b>		
10:00-11:00	Tax Collection: A Primer for Collectors and Town Officials	Laura Peschel, Receiver of Taxes, Town of Manlius (Rochester) and Ting Ward, Tax Collector, Town of Cobleskill (Albany) and Lori Milne, Tax Collector, Town of Skaneateles (Albany) and Katie Hodgdon, Esq., Counsel, Association of Towns (Both)
11:00-11:10	Break	
11:10-12:30	Fiscal Responsibilities of the Town Clerk	William Naylor, Auditor 2, Office of the State Comptroller (Rochester) and Leslie Richard, CPA, Auditor 2, Office of the State Comptroller (Albany)



CONTRACT FOR THE COLLECTION, HAULING AND DISPOSAL  
MIXED MUNICIPAL SOLID WASTES, BULKY WASTES, WHITE  
GOODS AND COLLECTION, HAULING AND PROCESSING OF  
RECYCLABLES

This Contract is made this 4<sup>th</sup> day of February, 2019 between the Town of Alden, Alden  
Town Hall, 3311 Wende Road, Alden, New York 14004 ("Alden") and Waste Management of  
New York LLC, 100 Ransier Drive, West Seneca, New York 14224, ("Waste Management").

WHEREAS, Alden is a municipal corporation under the laws of the State of New York  
and has duly advertised for bids for the collection, hauling and disposal of mixed municipal solid  
wastes, bulky wastes, white goods and the collection, hauling and processing of recyclables; and

WHEREAS, Waste Management is a limited liability company engaged in the business  
of collection, hauling and disposal of mixed municipal solid waste, bulky wastes, white goods  
and collection, hauling and processing of recyclables; and

WHEREAS, pursuant to New York State General Municipal Law, Alden duly published  
and posted Notice to Bidders for refuse collection and hauling and disposal of mixed municipal  
solid wastes, bulky wastes and white goods and for the collection, hauling and processing of  
recyclables on behalf of Alden, which specifications are annexed hereto as Exhibit A; and

WHEREAS, in response to the bid solicitation by Alden, Waste Management submitted a  
bid for collection, hauling and disposal of mixed municipal solid waste, bulky wastes, white  
goods and collection, hauling and processing of recyclables; and

WHEREAS, Alden determined that Waste Management was the lowest responsible  
bidder and by resolution adopted on January 10, 2019, Alden made the determination to award  
the Contract, Option 2, to Waste Management; and

WHEREAS, the parties desire to enter into a contract in accordance with the  
Specifications and the Bid.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein  
and other consideration to be paid by Alden to Waste Management as hereinafter set forth, Alden  
and Waste Management hereby agree as follows:

1. Waste Management is awarded the Contract - Option 2 using 95 gallon garbage carts  
supplied by the Town for the collection, hauling and disposal of mixed municipal solid  
waste, bulky wastes, white goods and collection, hauling and processing of recyclables  
on behalf of Alden for an initial five year period commencing on April 1, 2019 and  
ending on March 31, 2024.

2. The Town and Waste Management may mutually agree to extend the Contract for an  
additional three years (from April 1, 2024 through March 31, 2027). If the first extension  
is agreed upon, the parties may agree to a further one year extension (from April 1, 2027  
through March 31, 2028). If the second extension is agreed upon, the parties may agree  
to a one additional one year extension (from April 1, 2028 through March 31, 2029).





3. Waste Management will perform in accordance with the Bid and Specifications as if such provisions were fully set forth herein with the initial cost of collection as follows:  
The base price for the first five years is: \$126.60 per stop of collection, with quarterly collection of up to ten bulky items per stop (\$320,044.80 per year); \$46.00 per ton for disposal (\$116,288 per year); and \$47.51 per ton for recyclables (\$28,506 per year).  
except that the Town will pay or receive revenue for recyclables collected based upon the Material Valuation Model and the actual tonnage of recyclables and based on actual wholesale market prices for the town's recyclable processed for the previous month, in accordance with sample calculation attached hereto in Exhibit B; for a total of \$464,838.80; with an annual adjustment based upon CPI subject to a maximum increase of 2% per year commencing on April 1, 2020.

4. The parties agree that they will cooperate to implement the terms of this Contract with any disputes arising hereunder to be settled in accordance with the procedures set forth in the Specifications.

5. INDEMNIFICATION

Waste Management shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from performance work, provided and to the extent that any such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of Waste Management or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The Town shall indemnify and hold harmless Waste Management and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Town, or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose acts they may be liable.

In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, consequential, or indirect damages.

6. CONTRACTOR'S INSURANCE (Section 8)

Insurance Requirements

Before performing any work on the awarded contract, the successful respondent shall procure and maintain, during the life of said contract, insurance coverage as listed below. The successful bidder shall furnish to the Town of Alden proof of proper insurance covering workers compensation for all operations performed by bidder or his sub-contractors under a subsequent agreement. The successful bidder shall also furnish to the Town of Alden proof of proper insurance naming the Town of Alden as an additional insured covering public injury liability, property damage liability in the amount of \$1,000,000 in each occurrence or each person and \$3,000,000 in the aggregate for each occurrence. The insurance shall be maintained throughout the term of the agreement(s) and certificates acceptable to the Town of Alden must be submitted thereto prior to commencement of any activities under the subsequent agreement.



Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 and CG 20 37 (or substitute forms providing equivalent coverage naming the Town as Additional Insureds, shall not be less than \$1 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal And advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by Contractors or Subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of New York and shall be reasonably acceptable to the Town. All contractor insurance carriers must maintain A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required under this paragraph shall be of sufficient type, scope, and duration to ensure coverage for the Town for liability related to any manifestation date within the applicable states of limitation and/or repose which pertain to any work performed by or on behalf of the Town in relation to the Project.

Each certificate of Insurance shall provide that the insurer must give the Town at least 30 days' prior written notice of cancellation of the Contractor's coverage there under, except ten (10) days' notice for cancellation due to non-payment of premium. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and

Replacement endorsements shall be similarly endorsed in favor of the Town as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the Town with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the Town. Coverages shall be no less than the following:

Worker's Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation except ten (10) days for non-payment of premium, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Contractor's Pollution Legal Liability and Commercial Auto Liability Insurance.



Written in the amount as follows:

Commercial Auto Liability:

-\$5,000,000 Each Occurrence

-\$5,000,000 Aggregate

· Town of Alden NY to be scheduled as Additional Insured

Pollution Legal Liability

-\$2,000,000 Each Claim

-\$2,000,000 Aggregate

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of the Town with respect to losses arising out of or in connection with the Work.

7. DEFINITIONS under "Unacceptable Waste" (Section 14) to additionally include:  
i) Any items listed under the New York State Electronic Equipment Recycling and Reuse Act.

8. DEFINITIONS under "Uncontrollable Circumstances" (Section 14) to additionally include "strikes, labor trouble, changes in applicable laws, regulations or interpretations thereof, imposition of laws or governmental orders, and the inability to obtain equipment."

9. OBLIGATION OF CONTRACTOR (Section 15) to include the following revision "removal of acceptable waste."

10. CONTRACT SCOPE (Section 16) to include the following revision "collection of acceptable recyclables."

11. Addition under UNACCEPTABLE WASTES (Section 26) to include: "Title to, and liability for, Unacceptable Wastes shall remain with Town/Residents." Contractor shall inform the town of dangerous unacceptable wastes and of any residents who continually attempt to recycle unacceptable wastes; so that the problem can be addressed and authorities informed, as applicable.

12. Addition under BONDS AND TERMINATION (Section 27) to include "An opportunity to cure deficiency after notice from the Town of said deficiency will be provided to the Contractor."

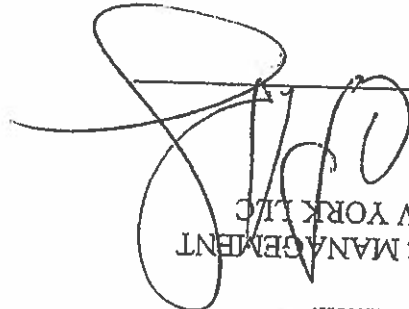
13. Item 1 PAYMENT (Section 29), to be revised "Payments to be made within 30 days of the date of any invoice and voucher. Any discrepancies between the Contractor's invoice and the Town's payment will be resolved by mutual agreement or by arbitration pursuant to the commercial rules of the American Arbitrators Association, provided that the Town will pay all amounts not in dispute in accordance with the terms of this Agreement."




Item 2 PAYMENT (Section 29), to be revised "Payments will be made within 30 days of the date of an invoice and voucher form with attached disposal weight records as requested. Any discrepancies between the Contractor's invoice and the Town's payment will be resolved by mutual agreement or by arbitration pursuant to the commercial rules of the American Arbitrators Association, provided that the Town will pay all amounts not in dispute in accordance with the terms of this Agreement."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

WASTE MANAGEMENT  
OF NEW YORK LLC

By 

TOWN OF ALDEN

By   
Richard A. Savage,  
Supervisor





Material Valuation Model

Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPW OCC #11	26.93%	\$ 70.00	\$ 18.85
Mixed Paper (All other paper)	PPW Mix #54	46.65%	\$ 5.00	\$ 2.33
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked) minus \$.08 per pound	0.12%	\$ 1,240.00	\$ 1.49
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and dropped off at RC)	1.82%	\$ 40.00	\$ 0.73
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	1.46%	\$ 330.00	\$ 4.82
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.57%	\$ 840.00	\$ 4.79
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	0.57%	\$ 400.00	\$ 2.28
Mixed Plastics	Actual Value	1.65%	\$ 92.87	\$ 1.53
Glass	Actual Value	17.23%	\$ (31.54)	\$ (5.43)
Residue	Residue Fee	3.00%	\$ (230.00)	\$ (6.90)
	Total/Blended Value	100.00%		\$ 24.49

MRF Processing Fee (Annual adjustment) \$ 72.00

50% share above Fees \$ (47.51)

\* Blended Value is Calculated Monthly.

\* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.

\* SMP means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the New York Region, first dated price each month, retroactive to the first of the month.

\* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.

\* "Composition Audit" means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component. A Composition Audit may be conducted in order to identify the overall material composition and associated Blended Value.

\* Composition Audits may be performed by Company based on material change in recycling streams. This would include, but is not limited to, changes in law or regulation. The Town will be notified in advance of any audits and the audit will be conducted under the supervision of a Town designee if so requested. In the event audit reveals a change in composition that would adversely affect the blended value, the Town will be afforded a 90 day period to conduct education and enforcement programs before any change in the composition would be enacted. A second audit will take place at the end of said 90-day period and the composition may be modified accordingly.

\* Processing fee and Residue Fee Value shall increase in accordance with specifications set forth in the contract.

\* When blended value is above the processing fee, Town gets 50% of the difference. When blended value is below the processing fee, Town pays processing fee minus the blended value.

\* Notwithstanding anything to the contrary contained herein, if Company determines prior to the 10th of the month, that the lower than the index published for such commodity that month, due to market conditions, Company may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.

\* In the event of a material change effecting the safe or marketability of the recyclable material collected that impacts revenue or cost to process herein, contractor shall notify the Town and make equitable adjustment to the rates changed herefore.

