



TOWN OF PUTNAM VALLEY

Town Board Meeting

December 14th, 2022

Town Hall

6 PM

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### AGENDA

#### Meeting called to Order

#### Pledge of Allegiance

1. Close Public Hearing on Town Codes
2. Vote on Town Codes
3. Departmental Reports
4. Supervisor's Comments
5. Legislative Reports
6. Approval of Minutes
7. Putnam Valley Volunteer Fire Department/Length of Service Awards Program
8. Parks & Recreation: December 2022 Refunds
9. Highway: Approve Material Bids Results
10. Districts:
  - a. Approve LPID Seasonal Help
  - b. Approve Wheelabrator Contract – LPID 2023-2025
  - c. Approve Mill Pond Year End Water Revenue Report
11. Approve Standard Workday Resolution
12. Public Comment
13. Audit of Monthly Bills
14. Budget Transfers and Amendments

#### Adjournment

Next Town Board Meeting: Organizational Meeting, Wednesday, January 4<sup>th</sup>, 2023, 5 PM

Work Session, Wednesday, January 11<sup>th</sup>, 5 PM

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December 07, 2022

To: Town Board

From: Sherry Howard

Subject: Approval of minutes

I respectfully request the Putnam Valley Town Board authorize the Supervisor to accept the Town Board meeting minutes November 09, November 16, November 30, and December 07, 2022.

Thank-you,

Sherry Howard

Town Clerk



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Putnam Valley Volunteer Fire Department/Length of Service Awards Program  
**DATE:** December 5, 2022

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RESOLVE, that the Town Board approve rescinding Resolution #21-225. This Resolution relates to the Putnam Valley Volunteer Fire Department's Length of Service Awards Program, which is their retirement benefit system, and pertains to the extension of the maximum number of years of service for which a member may receive a contribution from forty years to fifty years. This change would, in fact, have to be made via Referendum, which is not feasible at this time.

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To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: December refunds 2022

|                                                                       |                                                       |
|-----------------------------------------------------------------------|-------------------------------------------------------|
| Kristin Grossbach<br>46 Horton Hollow Road<br>Putnam Valley, NY 10579 | \$240.00<br>Basketball refund<br>Not able to play     |
| Cesar Mora<br>63 Mathes Street<br>Lake Peekskill, NY 10537            | \$500.00<br>LPCC<br>Deposit refund                    |
| Allison Hague<br>12 Noswall Park Road<br>Putnam Valley, NY 10579      | \$30.00<br>Drop and Shop program<br>program cancelled |
| Tiffany Tuitt<br>17 South Street<br>Putnam Valley, NY 10579           | \$500.00<br>LPCC<br>Deposit refund                    |
| Bruce Dixon<br>58 Hewitt Street<br>Lake Peekskill, NY 10537           | \$500.00<br>LPCC<br>Deposit refund                    |
| Christine Rowley<br>210 Lake Drive<br>Lake Peekskill, NY 10537        | \$30.00<br>Drop and Shop program<br>program cancelled |

Shawn Keeler  
Road  
Highway Superintendent  
Putnam Valley, NY 10579

265 Oscawana Lake

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David Conklin  
phone  
General Foreman

(845) 526-3333  
(845) 526-4729 fax

Margaret Bradley  
Senior Typist  
SKEELER@PUTNAMVALLEY.GOV

E-mail address:

Alexis Acevedo  
Part-time Clerk  
Monday - Friday

Hours of operation:  
7:00 AM - 3:30 PM

## Town of Putnam Valley Highway Department

### MEMORANDUM

TO: Jacque Annabi  
Members of the Town Board

FROM: Shawn Keeler

RE: Material Bids results

DATE: December 14, 2022

After reviewing the bid results for materials for the year 2023 please accept the following Recommendations:

(del) = delivered (FOB) = freight on board or picked up (t) = ton (y) = yard (gal) = gallon

#### Blacktop

**Laid in Place:** low bid Kect Construction \$102.00 ton with Tac coat, and \$99.00 ton Without Tac coat.  
2<sup>nd</sup> low bid Intercounty Paving . \$105.50 with Tac coat, and \$104.00 without Tac coat.

#### Millings

|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| 0-5000 square yards      | low bid Kect Construction \$4.75, 2 <sup>nd</sup> low bid Intercounty Paving \$5.00 |
| 5001-10000 square yards  | low bid Kect Construction \$4.50. 2 <sup>nd</sup> low bid Intercounty Paving \$4.75 |
| 10000-15000 square yards | low bid Kect Construction \$4.00. 2 <sup>nd</sup> low bid Intercounty Paving \$4.50 |
| 15000 plus square yards  | low bid Kect Construction \$3.75. 2 <sup>nd</sup> low bid Intercounty Paving \$4.25 |

**Blacktop continued.....**

**Type 1 base coat:** low bid Thalle \$80.00t FOB, 2<sup>nd</sup> low bid Peckham Materials \$94.50t FOB

**Type 3 binder:** low bid Thalle \$80.00t FOB, 2<sup>nd</sup> low bid Peckham Materials \$96.250t FOB

**Type 5 shim:** low bid Thalle \$99.00t FOB, 2<sup>nd</sup> low bid Peckham Materials \$121.80t FOB

**Type 6f2 Top:** low bid Thalle \$81.00t FOB 2<sup>nd</sup> bid Peckham Materials \$98.00t FOB

**Hot Mix Asphalt:** low bid Thalle \$81.00t FOB 2<sup>nd</sup> low bid Peckham Materials \$98.00 FOB

**Cold Patch** low bid Package Pavement del \$150.00 & \$131.00 FOB

**Curb Mix:** low bid Peckham Materials \$117.10 FOB, No 2<sup>nd</sup> bid

**Item 4 by the ton**

**1" minus** low bid Thalle \$23.00 t del, \$16.00t FOB  
2<sup>nd</sup> low bid Harold Lyons \$27.35t del & Putnam Materials and Wingdale \$19.85t FOB.

**2" minus** low bid Thalle \$23.00t del, \$16.00t FOB  
2<sup>nd</sup> low bid Harold Lyons \$26.95t del & Putnam Materials & Wingdale \$18.05t FOB.

**Shalle** NO BIDS

**Bank Run/Top Soil/Sand**

**Bank Run per yard** NO BIDS

**Bank Run per Ton** Red Wing \$33.80 del & \$21.00 FOB. No 2<sup>nd</sup> bid

**Top Soil per yard** low bid Harold Lyons \$36.00y del no FOB bid  
No 2<sup>nd</sup> low bid

**Top Soil per Ton** low bid Red Wing \$47.80 t del, & \$35.00 t FOB  
No 2<sup>nd</sup> low bid

**Washed Concrete Sand  
By the yard** NO BIDS.

**Washed Concrete Sand  
By the ton** Wingdale Materials \$40.80 del & \$28.00 FOB. No 2<sup>nd</sup> bid

**Beach Sand  
By the yard** NO BIDS

**Beach Sand  
By the ton**

low bid Thalle \$54.00 del. & Wingdale \$60.00 FOB  
2<sup>nd</sup> low bid Harold Lyons \$72.80 del, no FOB

**Pipe N-12 plastic by the foot**

12 inch low bid Chemung, Carmel Winwater & Expanded Supply \$10.34 del & FOB  
No 2<sup>nd</sup> low bid

15 inch low bid Chemung, Carmel Winwater & Expanded Supply \$14.22 del & FOB  
No 2<sup>nd</sup> low bid

18 inch low bid Chemung, Carmel Winwater & Expanded Supply \$19.45 del & FOB  
No 2<sup>nd</sup> low bid

24 inch low bid Chemung, Carmel Winwater & Expanded Supply \$33.54 del & FOB  
No 2<sup>nd</sup> low bid

30 inch low bid Chemung, Carmel Winwater & Expanded Supply \$44.62 del & FOB  
No 2<sup>nd</sup> low bid

36 inch low bid Chemung, Carmel Winwater & Expanded Supply \$58.71 del & FOB  
No 2<sup>nd</sup> low bid

**Round Pipe by the foot**

12" 16 guage low bid Chemung \$24.00 del & FOB. No 2<sup>nd</sup> bid

15" 16 guage low bid Chemung \$28.00 del & FOB. No 2<sup>nd</sup> bid

18" 16 guage low bid Chemung \$36.00 del & FOB. No 2<sup>nd</sup> bid

21" 16 guage low bid Chemung \$42.00 del & FOB. No 2<sup>nd</sup> bid

30" 14 guage low bid Chemung \$62.00 del & FOB. No 2<sup>nd</sup> bid

36" 14 guage low bid Chemung \$93.00 del & FOB. No 2<sup>nd</sup> bid

42" 12 guage low bid Chemung \$155.00 del & FOB. No 2<sup>nd</sup> bid

48" 12 guage low bid Chemung \$155.00 del & FOB. No 2<sup>nd</sup> bid

**Arched pipe by the foot**

9x14 16 guage low bid Chemung \$27.00 del & FOB. No 2<sup>nd</sup> bid

13 x17 16 guage low bid Chemung \$35.00 del & FOB. No 2<sup>nd</sup> bid

15x21 16 guage low bid Chemung \$43.00 del & FOB. No 2<sup>nd</sup> bid

18x24 16 guage low bid Chemung \$48.00 del & FOB. No 2<sup>nd</sup> bid

20x28 16 guage low bid Chemung \$63.00 del & FOB. No 2<sup>nd</sup> bid

23x35 14 guage low bid Chemung \$80.00del & FOB. No 2<sup>nd</sup> bid

29x42 14 guage low bid Chemung \$99.00 del & FOB. No 2<sup>nd</sup> bid

33x49 12 guage low bid Chemung \$125.00 del & FOB. No 2<sup>nd</sup> bid

38x57 12 guage low bid Chemung \$180.00 del & FOB. No 2<sup>nd</sup> bid

6" coil pipe,perforated low bid Chemung, \$2.58 del & FOB by the foot

**Crushed Trap Rock**

By the ton

Light Stone low bid Thalle \$31.50 del, & \$24.00 FOB  
Putnam Materials \$42.00 del, & Putnam Materials & Wingdale \$32.00 FOB

¼" low bid Thalle \$31.50 del, and \$24.50 FOB  
NO 2<sup>nd</sup> bid

½" low bid Thalle \$31.00 del, \$24.00 FOB  
2<sup>nd</sup> low bid Wingdale \$39.50 del, \$27.50 FOB

¾" low bid Thalle \$29.00 del, \$22.00 FOB  
2<sup>nd</sup> low bid Putnam Materials \$34.05 del, Putnam Materials &  
Wingdale \$24.05 FOB

3/8" low bid Thalle \$31.00 del & \$24.00 FOB  
2<sup>nd</sup> low bid Wingdale \$41.30 del & \$29.30 FOB

1" low bid Thalle \$29.00 del, \$22.00 FOB  
No 2<sup>nd</sup> bid

1 ¼" low bid Thalle \$30.00 del & \$23.00 FOB  
2<sup>nd</sup> low bid Putnam Materials \$34.05 del, & Putnam Matierials &  
Wingdale \$24.05 FOB

1 ½" low bid Thalle \$30.00 del & \$23.00 FOB  
2nd bid Wingdale \$36.05 del, \$24.05 FOB

1 ¾" low bid Thalle \$30.00 del & \$23.00 FOB  
no 2nd bid

2" low bid Thalle \$30.00 del & \$23.00 FOB  
no 2<sup>nd</sup> bid

2 ½" low bid Thalle \$30.00 del, & \$23.00 FOB  
2<sup>nd</sup> low bid Wingdale \$37.70 del & \$25.70 FOB.



3" – 4"

low bid Thalle \$31.50 del, \$24.50 FOB  
2<sup>nd</sup> low bid Wingdale \$44.00 del & \$32.00 FOB

**Catch Basins**

30x30x35

low bid Expanded Supply \$280.00 del & FOB  
2<sup>nd</sup> low bid Chemung \$325.00 del & FOB

30x30x36

low bid Carmel Winwater \$264.71 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$280.00 del & FOB

30x48x48

low bid Carmel Winwater \$317.65 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$373.00 del & FOB

30x48x36

low bid Carmel Winwater \$270.59 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$331.00 del & FOB

24x24x24

low bid Carmel Winwater \$211.75 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$235.00 del & FOB

24x24x36

low bid Expanded Supply \$260.00 del & FOB  
2<sup>nd</sup> low bid Carmel Winwater \$276.47 del & FOB

**Frames & Grates**

30x30

low bid Chemung \$350.00 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$395.00 del & FOB

30x48

low bid Chemung \$350.00 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$815.00 del & FOB

24x24

low bid Chemung \$275.00 del & FOB  
2<sup>nd</sup> low bid Expanded Supply \$315.00 del & FOB

**SOLID LIDS**

30x30

low bid Expanded Supply \$465.00 del & FOB  
2<sup>nd</sup> low bid Carmel Winwater \$484.29 del & FOB

30x48

NO BIDS

24x24

low bid Carmel Winwater \$342.86del & FOB  
2<sup>nd</sup> low bid Expanded supply \$395.00 del & FOB

**Guide Rail**

|                                                                               |                                           |
|-------------------------------------------------------------------------------|-------------------------------------------|
| Rustic w/beam                                                                 | low bid Chemung del and FOB \$217.60.00ea |
| Rustic flared ends                                                            | low bid Chemung del and FOB \$66.00ea     |
| Rustic wraps                                                                  | low bid Chemung del and FOB \$84.00ea     |
| Rustic curved<br>W/beam                                                       | low bid Chemung del and FOB \$237.60ea    |
| Rustic 6" I posts                                                             | low bid Chemung del and FOB \$89.40ea     |
| Rustic 3" I posts                                                             | low bid Chemung del and FOB \$91.25ea     |
| 5/8" x 1 1/4"<br>splice bolt & nut                                            | low bid Chemung del and FOB \$1.50 ea     |
| 5/8" x 2"<br>post bolt, nut                                                   | low bid Chemung del and FOB \$1.50 ea     |
| 5/16" x 1 3/4"<br>post bolt nut w                                             | low bid Chemung del and FOB \$1.50ea      |
| 1/2" x 1 1/2"<br>double nuts, b                                               | low bid Chemung del and FOB \$1.60ea      |
| concrete anchors                                                              | low bid Chemung del and FOB \$795.00ea    |
| concrete anchors<br>installed                                                 | low bid Chemung \$4200.00                 |
| complete layout<br>& installation of<br>Rustic w/beam<br>guide rail and posts | low bid Chemung \$418.00 an hour          |


NO 2<sup>ND</sup> BIDS

Sincerely,  
Shawn Keeler  
Highway Superintendent

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board

**From:** Karen Kroboth, District Clerk 

**Date:** 12/5/2022


**Re:** LPID Seasonal Help

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I formally request the Town Board to authorize the appointment of a Seasonal Lake Peekskill Laborer, Jake Jempty, at the rate of \$16.00 per hour with no benefits. The appointment will begin on December 1, 2022 and end on April 28, 2023.

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**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 12/6/2022  
**Re:** Wheelabrator contract – LPID 2023-2025

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I formally request the Town Board authorize the supervisor to sign the contract with Wheelabrator for the disposal of solid waste for the Lake Peekskill District.

The term of the contract will be for a period of 3 years, starting January 1<sup>st</sup>, 2023 and expiring December 31, 2025.

The Lake Peekskill District will pay \$99 per ton in 2023, \$107 per ton in 2024, and \$115 per ton in 2025. Lake Peekskill produces on average 850 tons of garbage per year.

The District will be covering the cost of the disposal.



## WASTE-TO-ENERGY DISPOSAL AGREEMENT

**THIS AGREEMENT** (including all Attachments hereto, this "Agreement"), is dated as of January 1, 2023 (the "Effective Date"), by and between Wheelabrator Westchester a Delaware limited partnership ("Company"), and Town of Putnam Valley ("Customer"), pursuant to which Customer may deliver Acceptable Waste (as defined below) to Company, in accordance with the following terms and conditions:

**1. Delivery of Acceptable Waste.** Customer shall only deliver Acceptable Waste to the facility operated by Company and located at One Charles Point Avenue, Peekskill, NY 10566 (the "Facility") subject to the terms and conditions herein. For purposes of this Agreement, "Acceptable Waste" means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter, collected and disposed of by or on behalf of Customer, but excluding, without limitation (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (f) all other items of waste which Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

For purposes of this Agreement, (a) "Unacceptable Waste" means any waste other than Acceptable Waste and (b) "Hazardous Waste" means (i) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (ii) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste regulatory program; (iii) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (iv) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (v) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

**2. Manner of Delivery.** Customer shall deliver Acceptable Waste in a clean, orderly, and safe manner during scheduled delivery days and hours and in such manner that the Acceptable Waste will not be spilled or blown on the Facility site, or onto any adjacent roadways. Should any waste be so spilled or blown, Customer shall promptly, at its sole cost and expense, collect and remove such spilled or blown waste and, if Customer fails to do so, Customer shall be liable to Company for all costs of such clean-up by Company. Customer agrees to adhere to Company safety rules and regulations at all times while on the Facility premises. Customer shall cause the Customer's Declaration in the form attached hereto as Attachment B to be executed by its authorized representative prior to delivering any Acceptable Waste to the Facility. Title to Acceptable Waste, including all environmental and renewable attributes thereto, shall pass to Company upon Customer's delivery of Acceptable Waste to the Facility; provided, however, that title to, control of, and responsibility and liability for Unacceptable Waste shall never pass to Company or any of its affiliates, and Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys' fees) resulting from or arising out of such Unacceptable Waste.

**3. Facility Access.** Company shall have the right to designate certain routes to be used by Customer to deliver Acceptable Waste to the Facility. Customer agrees to utilize only those designated routes that Company determines constitute reasonable direct access to the Facility. Company may take whatever action is necessary to ensure Customer compliance with the above directives, including, without limitation, barring the offending truck from the Facility or termination of this Agreement.

**4. Delivery Vehicles.** Customer shall cause all vehicles used for deliveries of Acceptable Waste to the Facility to be self-emptying, in safe and clean condition, in good repair, and in compliance with all applicable requirements of the Department of Transportation. At Company's discretion, Customer shall use only vehicles with the capability of dumping directly into the Facility's refuse pit. Company may at its discretion install transponders in Customer's vehicles for the purpose of identifying vehicles entering the Facility. Following installation, Customer shall not remove or tamper with a transponder.

**5. Weighing Procedures.** Company may utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility. Waste vehicles delivering Acceptable Waste to the Facility shall have the name of Customer and truck number permanently indicated and conspicuously displayed in a location approved by Company. Each incoming waste vehicle shall be weighed, indicating gross weight, time, and Customer and truck identification number on a weight record. Each vehicle will also be weighed after unloading or a tare weight will be used at the sole discretion of Company. The weight record for all Acceptable Waste delivered to the Facility shall be determined solely from the Facility's scale operations.

**6. Refusal of Delivery; Removal of Waste.** Company shall have the right, in its sole discretion, to refuse deliveries of:

- (a) Waste other than Acceptable Waste;
- (b) Any waste delivered at other than the then established receiving hours as posted by Company; or
- (c) Any other Acceptable Waste which Company is unable or unwilling to accept or process for any reason including without limitation, the existence of any past due balances owed by Customer to Company.

Company may inspect the contents of any vehicle delivering waste to the Facility and may require Customer, if it delivers Unacceptable Waste to the Facility, to separate all such Unacceptable Waste from Acceptable Waste. If such separation is impractical, Company may refuse the entire load, whether before or after Company has taken physical custody or otherwise accepted such Unacceptable Waste. Customer shall immediately and without delay remove from the Facility at its sole cost and expense and in compliance with all applicable laws any waste refused by Company in accordance with the terms of this Agreement. Customer shall, in the event Company is required to separate such refused waste, remove it from the Facility, dispose of such waste and pay Company immediately upon demand for any costs and expenses incurred by Company related to such separation, removal, and disposal.

**7. Tip Fee and Volume Commitment.**

Customer shall deliver, and Company shall accept, in each year during the Term (as defined below), 600 tons of Acceptable Waste (the "Annual Tons"). From January 1, 2023 to December 31, 2023, Customer agrees to pay Company \$99.00 per ton ("short ton" of 2000 pounds) of Acceptable Waste delivered to the Facility (the "Tip Fee"). A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton. From January 1, 2024 to December 31, 2024, Customer agrees to pay Company \$107.00 per ton ("short ton" of 2000 pounds). From January 1, 2025 to December 31, 2025, Customer agrees to pay Company \$115.00 per ton ("short ton" of 2000 pounds). Company shall be entitled to additional payment from Customer to account for (i) applicable taxes, (ii) any governmental action or change in law or regulation that increases any costs of Company and (iii) any environmental or other regulatory compliance costs, but in the case of (iii), not to exceed \$4.00 per ton. Company may reduce the amount of volume of Acceptable Waste accepted in the event of a scheduled or unscheduled plant outage.

Company will invoice Customer on a weekly basis. Payments shall be made using ACH through Company's electronic payment portal at [www.win-waste.com/my-account](http://www.win-waste.com/my-account). All payments shall be due and payable within ten (10) days after the date set forth on the invoice. All invoices shall be delivered to Customer electronically at the email address below. Customer shall provide immediate notice to Company updating the email address for invoicing as necessary.

Customer accounts payable email address for invoicing:  
kkroboth@putnamvalley.gov

Company may assess a monthly late fee of 1.5% (18% annually) of any unpaid amount of an invoice accruing from the due date of the invoice, with a minimum monthly charge of \$5.00, or the maximum late fee allowable under applicable law or regulation. Customer must provide written notice to Company within ten (10) days following the date set forth on an invoice in order to validly dispute any amounts set forth therein. All invoiced amounts that are not identified as disputed in such



notice are deemed accepted by Customer and shall be due and payable and incur any applicable late fees in accordance with the terms of this Agreement. Following receipt of notice of disputed terms, Company and Customer shall work in good faith for a period of thirty (30) days to agree upon such disputed amounts. At the end of such thirty (30) day period all disputed amounts shall be immediately due and payable as determined by Company in its sole discretion. Company may at its discretion assess a fee for correcting invoicing or ticketing errors determined by Company to result from Customer error.

Company may suspend service under this Agreement, choose to accept Acceptable Waste from Customer on a "cash-on-delivery" basis only or refuse any Acceptable Waste if any amounts owed by Customer are not received by Company as of the payment due date. Customer shall pay Company's reasonable investigation costs and attorney's fees associated with collection of amounts owed by Customer.

**8. Term.** Unless earlier terminated in accordance with terms of this Agreement, the term of this Agreement shall begin on the Effective Date and continue through December 31, 2025 (the "Term").

**9. Termination.** Company may terminate this Agreement (a) upon 10 days' notice to Customer; or (b) immediately upon notice to Customer for failure by Customer to pay any amounts set forth in Section 7 or failure by Customer to comply with any of its other obligations hereunder. Customer's obligation to pay any sum of money due on or prior to the termination or expiration date of this Agreement, and the continuing accrual of any applicable late fees, shall survive the termination or expiration of this Agreement.

**10. Indemnity.** Customer hereby agrees, to the maximum extent allowable by law, to indemnify, hold harmless and defend Company, its affiliates, and their respective members, directors, employees, officers and agents, from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys' fees) which may be imposed upon or incurred by Company as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Customer or Company, arising out of, resulting from or in any way connected with Customer's use of the Facility or entrance upon the Facility premises, including those arising out of any negligent or willful act or omissions of Customer or its employees, agents or contractors; provided, however, the obligations of this Section 10 shall not extend to any such matters arising from the sole negligence of Company; (b) breach or violation by Customer of any of its obligations, covenants, or undertakings under this Agreement; (c) breach or violation by Customer of any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of Customer under this Agreement that may result in any liability for Company under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations in this Section 10 shall survive the termination or expiration of this Agreement.

**11. Damages.** Unless otherwise provided in this Agreement, COMPANY SHALL NOT HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY BREACH OF THIS AGREEMENT, EACH OF WHICH IS EXPRESSLY WAIVED.

**12. Insurance.** Customer shall at all times during this Agreement maintain in full force and effect the insurance coverages set forth in Attachment A which is attached and made a part hereof, and all other insurance as may be required by applicable law. Customer agrees to comply with all terms and conditions set forth on Attachment A.

**13. Surety Bond.** If requested, Customer shall provide a corporate surety bond from a surety company acceptable to Company or establish an escrow fund with a financial institution acceptable to Company as security for the performance of services under this Agreement in an amount determined by Company.

**14. Confidentiality.** In its performance under this Agreement or otherwise, Customer may come into contact with or become aware of information, data or communications of a proprietary nature to the Company or a Facility ("Confidential Information"). Customer shall hold secret and protect the Confidential Information, not make copies of the written versions thereof and not discuss with, or disclose to, any third party the Confidential Information, without the prior written consent of the applicable Facility. Customer shall make its employees aware of Customer's obligations hereunder and secure their agreement to the terms hereof. Upon termination of this Agreement, Customer shall return to Company all Confidential Information within Customer's possession. These obligations of confidentiality shall survive the termination of this Agreement. Notwithstanding the foregoing, the obligations in this Section 14 shall not apply to information that is:

- (a) already in the public domain;
- (b) disclosed to Customer by a third party (i) with the right to disclose it in good faith and (ii) who is not known by Customer to be prohibited from disclosing such information; or
- (c) specifically exempted in writing from the applicability of this Agreement.

**15. Publicity/Marketing.** Notwithstanding anything to the contrary herein, Customer shall not disclose any of the terms and conditions contained in this Agreement, including the existence of this Agreement itself and the relationship of the parties, without the prior written consent of Company. For the avoidance of doubt, Customer shall not use Company's name or refer, in any form, to the environmental, renewable or sustainable attributes of the Facility in any advertisement, press release, marketing materials or other publicity issued by Customer.

**16. Applicable Law.** The laws of the State of New Hampshire shall govern the validity, interpretation, construction, and performance of the terms and conditions of this Agreement without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New Hampshire.

**17. Compliance with Laws.** Customer shall comply with all federal, state and local laws, regulations and administrative positions. Customer has, and will renew, all permits, licenses or permissions of governmental authorities necessary in connection with the performance of its obligations hereunder.

**18. Assignment and Subcontractors.** Customer shall not assign this Agreement or any rights hereunder, nor shall Customer broker or subcontract any of its rights or obligations hereunder, without the prior written consent of Company. Any purported assignment by Customer contrary to this provision shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of Customer, partnerships, spouses, heirs, and personal and legal representatives. Any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Customer, shall be required by written agreement in form and substance satisfactory to Company, to expressly assume and agree to perform this Agreement (including the payment of any and all liabilities accrued hereunder) in the same manner and to the same extent that Customer would be required to perform if no such succession had taken place.

**19. Counterparts.** This Agreement may be executed in one or more counterparts (including counterparts delivered by means of electronic mail or facsimile), each of which when so executed shall be deemed to be an original and all of which shall together constitute one and the same agreement.

**20. Course of Dealing.** No course of dealing between Customer and Company and no delay or omission by any party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise of any other right or remedy.

**21. Relationship of the Parties.** This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Customer and Company or any of either party's affiliates. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement.

**22. Entire Agreement.** This Agreement supersedes all earlier agreements, letters, conversations, purchase orders, proposals, memorandums, and other written and oral communications as of the date hereof, and it contains all the terms agreed to by the parties, with respect to the subject matter hereof and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by Customer and Company.

**23. Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.

**24. Amendment.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

**25. Notices.** All notices hereunder shall be in writing with notice deemed to be given upon receipt, addressed as follows:

If to Customer:       Town of Putnam Valley  
                                  265 Oscawana Lake Road



If to Company: WIN Waste Innovations  
90 Arboretum Drive  
Suite 300  
Portsmouth, NH 03801  
Attn: General Counsel

With a copy to: WIN Waste Innovations  
90 Arboretum Drive  
Suite 300  
Portsmouth, NH 03801  
Attn: Vice President, Waste Disposal Services

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party. Notice given otherwise than by mailing shall be effective when received.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WHEELABRATOR WESTCHESTER L.P., a WIN Waste Innovations company

By: \_\_\_\_\_  
Bruce Stanas  
Vice President, Waste Disposal Services

TOWN OF PUTNAM VALLEY

By: \_\_\_\_\_  
Name  
Title

## ATTACHMENT A INSURANCE

During the Term, Customer shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

| <u>Coverages</u>                                                                                   | <u>Limits of Liability</u>            |             |
|----------------------------------------------------------------------------------------------------|---------------------------------------|-------------|
| Comprehensive General Liability Insurance, including contractual and products/completed operations | Per Occurrence                        | \$1,000,000 |
|                                                                                                    | General Aggregate                     | \$5,000,000 |
| Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage       | For bodily injury and property damage |             |
|                                                                                                    | Per Occurrence                        | \$1,000,000 |
| Comprehensive Excess Umbrella                                                                      | Per Occurrence                        | \$4,000,000 |
|                                                                                                    | General Aggregate                     | \$4,000,000 |
| Workers' Compensation Insurance<br>Employers' Liability Insurance                                  | Statutory Limit                       | \$1,000,000 |

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Customer in this Agreement.

Prior to disposing of any Acceptable Waste, Customer shall furnish Company certificates of insurance on standard ACORD forms or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Customer shall furnish Company certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the Term and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Westchester L.P. and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator Westchester L.P. and its affiliates as their interest may appear with respect to all policies described herein."

For the avoidance of doubt, Company shall be listed as the certificate holder (at its address listed in Section 25 of this Agreement or such other address as specified by Company to Customer).

**ATTACHMENT B  
CUSTOMER'S DECLARATION**

As the duly authorized and designated representative of Town of Putnam Valley, I hereby certify for myself and for and on behalf of Customer that:

1. Customer has been advised and instructed concerning working conditions, including potential hazards and specified rules as described in.

FM-OPS-COR-410-1 Tipping Floor Rules and Procedures for Haulers and Drivers.

2. Customer acknowledges that it has read the above mentioned policy and has communicated this policy to all employees that will deliver to WIN Waste Innovations facilities.
3. List a contact person and phone number for the representative of Customer to whom additional safety and health information can be provided, if needed.


Name:  
Telephone Number:

---

Customer Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

10c

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 12/7/2022  
**Re:** Mill Pond 2022 Year End Water Revenue Report

I formally request the Town Board accept the following Mill Pond 2022 Year End Water Revenue Report:

Water Bills 10/1/2021-12/31/2021: \$11,503.44  
Collected: \$ 9,405.63  
Outstanding: \$ 2,097.81  
Interest and penalties: \$ 41.95

**Total 2021 amount to be added to the 2023 tax roll: \$2,139.76**

Water Bills 1/1/2022-9/30/2022: \$44,012.71  
Collected: \$36,133.09  
Outstanding: \$ 7,879.62  
Interest and penalties: \$ 259.06

**Total 2022 amount to be added to the 2023 tax roll: \$8,138.68**

**TOTAL RELEVY SENT TO PUTNAM COUNTY: \$10,278.44**

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December 7, 2022

To: Town Board

From: Sherry Howard

Subject: Standard Workday Resolution

RESOLVED that the Town Board amend Resolution #R22-219 removing past appointed, adding newly appointed, currently appointed and elected personnel. The Town Board will establish the following standard workdays for elected and appointed officials and will report the following days worked to the New York State and Local Employees Retirement System based on the report of activities maintained and submitted by these officials to the Clerk of this body. This amendment to the Resolution is to add Councilman Christian Russo to the NYSLRS Retirement System. Thank-you,

Sherry Howard

Town Clerk



**Standard Work Day and Reporting Resolution for Elected and Appointed Officials**

Received Date

Employer Location Code  
 30095

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev. 09/18)

BE IT RESOLVED, that the Town of Putnam Valley hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

| Title:               | Standard Work Day: (Hrs/day) Min. 6 hrs Max. 8 hrs | Name: (First and Last) | Social Security Number: (Last 4 digits) | NYSLRS ID: | Tier 1 (Check only if member if Tier 1) | Current Term Begin & End Dates: (mm/dd/yy-mm/dd/yy) | Record of Activities Result:* | Not Submitted: (Check only if official did not submit their Record of Activities) |
|----------------------|----------------------------------------------------|------------------------|-----------------------------------------|------------|-----------------------------------------|-----------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------|
| Councilman           |                                                    | Russe, Christie        | [REDACTED]                              |            | <input type="checkbox"/>                | 11/22-12/31/26                                      | 6.5                           | <input type="checkbox"/>                                                          |
| Appointed Officials: |                                                    |                        |                                         |            |                                         |                                                     |                               |                                                                                   |
|                      |                                                    |                        |                                         |            | <input type="checkbox"/>                |                                                     |                               | <input type="checkbox"/>                                                          |
|                      |                                                    |                        |                                         |            | <input type="checkbox"/>                |                                                     |                               | <input type="checkbox"/>                                                          |
|                      |                                                    |                        |                                         |            | <input type="checkbox"/>                |                                                     |                               | <input type="checkbox"/>                                                          |

Shermy Howard secretary/clerk of the governing board of the Town of Putnam Valley of the State of New York,  
 (Name of Secretary or Clerk) (Circle one) (Name of Employer)

I do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 14<sup>th</sup> day of Dec. 2022 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Putnam Valley on this 15<sup>th</sup> day of Dec 2022  
 (Name of Employer)

Affidavit of Posting: I, Shermy Howard being duly sworn, deposes and says that the posting of the Resolution began on 12/15/2022 and continued for at least 30 days. That the Resolution was available to the public on the: \_\_\_\_\_  
 (Signature of Secretary or Clerk) (Name of Secretary or Clerk) (Date)

Employer's website at: Town of Putnam Valley Inc  
 Official sign board at: Town Hall - 265 Occawana Lakes, Putnam  
 Main entrance Secretary or Clerk's office at: Town Hall  
 Page \_\_\_\_\_ of \_\_\_\_\_ (for additional rows, attach a RS 2417-B form.)

(seal)