

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD VOTING MEETING
Wednesday, June 4, 2014 7:00pm

Pledge of Allegiance – Moment of Silence

1. Accept Town Board Minutes April 23 and May 7, 2014
 2. Res: Making Appointment to the Town of Carmel Architectural Review Board
 3. Resolution Recognizing National Garden Week June 1 to June 7, 2014
 4. Res: Authorizing Acceptance of Proposal for Courtroom and Court Office Improvements – Justice Court Assistance Program
 5. Res: Authorizing Acceptance of Proposal for Courtroom and Court Office Improvements – Justice Court Assistance Program
 6. Res: Authorizing Acceptance of Proposal for Engineering Services MS4 Dry Weather Outfall Inspections
 7. Res: Authorizing Signing of Services Agreement Between the County of Putnam and Certain Municipalities in the County of Putnam for Electronic Waste Recycling
 8. Res: Authorize Acceptance of Proposal for Appraisal Services
 9. Res: Authorizing Town Supervisor to Sign on Behalf of the Town of Carmel
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
 - **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

#2

RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL BOARD OF ARCHITECTURAL REVIEW

RESOLVED that the Town Board of the Town of Carmel hereby appoints Daniel Pearsall to the Town of Carmel Board of Architectural Review for a term commencing immediately and expiring August 16, 2016.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#3

RESOLUTION RECOGNIZING THE WEEK OF JUNE 1ST THROUGH JUNE 7TH AS NATIONAL GARDEN WEEK AND DECLARING GARDEN WEEK IN THE TOWN OF CARMEL

WHEREAS, gardeners have a passion for nurturing the beauty of resources of earth through the care of all plants and riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor and nutrition to our lives through the growing of herbs, foliage, vegetables and flowers; and

WHEREAS, gardening furnishes a challenging and productive activity for many citizens, from those just learning to those having years of experience; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress and teaches that diligent effort can be rewarded; and

WHEREAS, gardening enables members of Garden Clubs across the nation and world to serve others in the communities where they reside and work;

NOW THEREFORE BE IT RESOLVED that in an effort to acknowledge the importance of gardening and the numerous contributions of gardeners, the Town Board of the Town of Carmel hereby recognizes the week of June 1, 2014 through June 7, 2014 as National Garden Week and hereby declares same to also be Garden Week within the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#4

RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR COURTROOM AND COURT OFFICE IMPROVEMENTS JUSTICE COURT ASSISTANCE PROGRAM

WHEREAS the Town Board of the Town of Carmel has previously authorized the solicitation of proposals for flooring improvements to be constructed in the Town of Carmel Courtroom and Town of Carmel Justice Court Offices with grant funding received pursuant to the Justice Court Assistance Program (JCAP) administered by the Office of Court Administration; and

WHEREAS such proposals were received and Patricia Genna, Clerk to Town Court, has recommended the awarding of the proposals to Carpet Giant, Ossining, NY ;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby accepts and awards the proposal and contract for the aforementioned improvements to Carpet Giant, Ossining, NY in accordance with the proposal dated August 19, 2013, at an aggregate price not to exceed \$18,248.14; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary to fund the improvements authorized herein; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates as required by the proposal and approved by the Town Counsel, the Supervisor is authorized to sign all necessary documents to accept said proposal.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#5

RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR COURTROOM IMPROVEMENTS – JUSTICE COURT ASSISTANCE PROGRAM

WHEREAS the Town Board of the Town of Carmel has previously authorized the solicitation of proposals for installation of new security cameras and equipment in the Town of Carmel Courtroom with grant funding received pursuant to the Justice Court Assistance Program (JCAP) administered by the Office of Court Administration; and

WHEREAS such proposals were received and Patricia Genna, Clerk To Town Court, has recommended the awarding of the proposals to Commercial Instruments and Alarm Systems, Inc. Fishkill, NY;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby accepts and awards the proposal and contract for the aforementioned improvements to Commercial Instruments and Alarm Systems, Inc., in accordance with proposals dated March 6, 2014 and March 12, 2014 at an aggregate price not to exceed \$3,060.00; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary to fund the improvements authorized herein including any additional monthly lease/rental charges incurred as a result of this authorization; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates as required by the proposal and approved by the Town Counsel, the Supervisor is authorized to sign all necessary documents to accept said proposal.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#6

RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR ENGINEERING SERVICES MS4 DRY WEATHER OUTFALL INSPECTIONS

WHEREAS the Town Board of the Town of Carmel has been advised of its obligations to perform dry weather outfall inspections of its existing drainage systems, structures and facilities pursuant to the terms of DEC General Permit 0-10-002 ("MS4 Permit");

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster, NY dated May 22, 2014 to perform such inspections at a cost not to exceed \$8,500; and

BE IT FURTHER RESOLVED, that Town Comptroller Maryann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary to fund the services authorized herein; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates as required by the proposal and approved by the Town Counsel, the Supervisor is authorized to sign all necessary documents to accept said proposal.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#7

**RESOLUTION AUTHORIZING SIGNING OF SERVICES
AGREEMENT BETWEEN THE COUNTY OF PUTNAM AND CERTAIN
MUNICIPALITIES IN THE COUNTY OF PUTNAM
FOR ELECTRONIC WASTE RECYCLING**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to execute on behalf of the Town of Carmel, a Services Agreement between the County of Putnam, the Town of Carmel and the five remaining Towns located within the County of Putnam with Vintage Tech, LLC, Romeoville, Illinois, for the provision of an electronic waste recovery program and related electronic waste services, said agreement being in form as attached hereto and made a part hereof, for an initial term commencing January 1, 2014 and concluding December 31, 2014, and

BE IT FURTHER RESOLVED that a copy of said Services Agreement be filed with the Town Clerk after signature by the Town Supervisor.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Contract # _____

Services Agreement

Between

**THE COUNTY OF PUTNAM, TOWN OF CARMEL, TOWN OF KENT, TOWN
OF PATTERSON, TOWN OF PHILIPSTOWN, TOWN OF PUTNAM VALLEY, TOWN
OF SOUTHEAST**

and

VINTAGE TECH, LLC

THIS AGREEMENT, made by and among the following parties:

THE COUNTY OF PUTNAM, a municipal corporation of the State of New York,
having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting
by and through its Department of Health (hereinafter referred to individually as the
"COUNTY");

THE TOWN OF CARMEL, a municipal corporation of the State of New York, having
an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541;

THE TOWN OF KENT, a municipal corporation of the State of New York, having an
office and place of business at 25 Sybil's Crossing, Kent Lakes, New York 10512;

THE TOWN OF PATTERSON, a municipal corporation of the State of New York,
having an office and place of business at 1142 Route 311, Patterson, New York 12563;

THE TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York,
having an office and place of business at 238 Main Street, P.O. Box 155, Cold Spring, New York
10516;

THE TOWN OF PUTNAM VALLEY, a municipal corporation of the State of New York, having an office and place of business at 265 Oscawana Lake Road, Putnam Valley, New York 10579;

THE TOWN OF SOUTHEAST, a municipal corporation of the State of New York, having an office and place of business at 1360 Route 22, Brewster, New York 10509; and

VINTAGE TECH, LLC, with a principal place of business at 1105 Windham Parkway, Romeoville, Illinois 60446 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY, the TOWN OF CARMEL, the TOWN OF KENT, the TOWN OF PATTERSON, the TOWN OF PHILIPSTOWN, the TOWN OF PUTNAM VALLEY, and the TOWN OF SOUTHEAST (the six aforementioned towns are hereinafter referred to collectively as the "TOWNS") desire to contract with CONTRACTOR to provide an Electronic Waste Recycling Program and related electronic waste services for the COUNTY and the TOWNS (the COUNTY and the TOWNS are hereinafter referred to collectively as the MUNICIPAL PARTIES), as more fully described in this Agreement; and

WHEREAS, CONTRACTOR has the personnel with the necessary qualifications, experience and education, and the resources and/or facilities to provide the services desired by the MUNICIPAL PARTIES, as more fully described in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: CONTRACTOR agrees to provide an Electronic Waste Recycling Program and will furnish all related electronic waste services for the MUNICIPAL PARTIES, as more fully described below:

- a) CONTRACTOR shall provide environmentally responsible collection, environmental disposal and/or recycling of electronic equipment.
- b) CONTRACTOR shall provide each MUNICIPAL PARTY with storage containers to hold all materials collected.
- c) Upon request, CONTRACTOR shall collect materials from each MUNICIPAL PARTY, subject to the CONTRACTOR'S reasonable scheduling needs.
- d) CONTRACTOR shall provide transportation assistance, if requested.
- e) CONTRACTOR shall provide all necessary packaging supplies (pallets, Gaylord boxes, wrap, etc.).
- f) CONTRACTOR shall provide e-Stewards and R2 certified recycling and processing on all electronic items.
- g) CONTRACTOR shall provide the MUNICIPAL PARTIES with all appropriate documents and labels for materials, including, but not limited to, a report detailing the amount of materials collected at each Collection Site.
- h) CONTRACTOR shall provide government compliance notification if requested.

The Parties hereto agree that CONTRACTOR has the exclusive right to collect and dispose of all the MUNICIPAL PARTIES' accumulated idle, obsolete or non-working electronic equipment designated for recycling or disposal. The Parties further agree that CONTRACTOR shall provide NIST 800-88 compliant data erasure and hard drive destruction.

SECOND: The MUNICIPAL PARTIES shall establish regular electronics collection sites (hereinafter referred to as a "Collection Site") for the drop-off of Materials. Each MUNICIPAL PARTY shall be responsible for staffing and operating its respective Collection Site, and shall be responsible for ensuring that items collected at their respective Collection Site consist exclusively of materials suitable for electronics recycling, and that such materials are generally free from all non-electronic items of waste, including without limitation putrescible materials, municipal solid waste, medical waste, yard waste, construction debris, pressurized tanks, and radioactive or hazardous substances that are not inherent to materials (such items being "Non-Conforming Matter"). Each MUNICIPAL PARTY shall be responsible for collecting, segregating and packaging materials into the storage containers, which storage containers shall be provided by the CONTRACTOR, for removal by CONTRACTOR from the Collection Site. The Collection Sites for the MUNICIPAL PARTIES are located at the following addresses:

TOWN OF CARMEL: 454 Route 6N, Mahopac, New York 10541. This Collection Site shall serve as a joint Collection Site for the COUNTY and the TOWN OF CARMEL, which is located on property owned by the COUNTY, and shall be exclusively staffed and exclusively operated by the TOWN OF CARMEL.

TOWN OF KENT: 16 Ray Singer Court, Carmel, New York 10512.

TOWN OF PATTERSON: 271 Cornwall Hill Road, Patterson, New York 12563.

TOWN OF PHILIPSTOWN: 59 Lane Gate Road, Cold Spring, New York 10516.

TOWN OF PUTNAM VALLEY: 265 Oscawana Lake Road, Putnam Valley, New York 10579.

TOWN OF SOUTHEAST: 10 Palmer Road, Brewster, New York 10509.

CONTRACTOR, its agents, employees and representatives shall have reasonable access to the Collections Sites to perform the services contemplated in this Agreement. Each Collection Site shall have sufficient parking, loading and collection areas as may be required to permit the orderly drop-off of materials by the public, and the collection of materials by CONTRACTOR.

THIRD: Once materials have been tendered to CONTRACTOR, CONTRACTOR shall take all appropriate measures to secure collected electronic waste from theft, or from theft of the data stored on such electronic waste.

FOURTH: The Parties agree that title to and liability for materials shall pass from the MUNICIPAL PARTIES to CONTRACTOR upon the completion of loading of the materials at the Collection Site onto the designated vehicles provided by the CONTRACTOR.

FIFTH: CONTRACTOR agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the MUNICIPAL PARTIES.

SIXTH: The term of this Agreement will commence on December 30, 2013 and will terminate on December 31, 2014, unless otherwise terminated in accordance with paragraph "ELEVENTH" hereof. Each MUNICIPAL PARTY reserves the right to renew this Agreement for two (2) additional one (1) year terms.

SEVENTH: For the services described in this Agreement, no fees shall be paid from the MUNICIPAL PARTIES to the CONTRACTOR.

EIGHTH: CONTRACTOR agrees not to hold itself out as an agency, department or office of a MUNICIPAL PARTY, nor shall any of CONTRACTOR'S officers, employees or agents make any claim against a MUNICIPAL PARTY as an officer or employee thereof for such benefit as workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of a MUNICIPAL PARTY.

NINTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to CONTRACTOR by the duly authorized representative of each of the respective MUNICIPAL PARTIES, and shall be conducted in the best interest of the MUNICIPAL PARTIES.

TENTH: It is understood and agreed by and between the parties hereto that the services to be rendered by CONTRACTOR in performance of this Agreement are a material element of this Agreement. Any failure to provide such services will be deemed a material breach and this Agreement will terminate in accordance with the provisions in paragraph "ELEVENTH" hereof. No substitution of the services of CONTRACTOR by another will be permitted during the term of this Agreement without the express written consent of the MUNICIPAL PARTY respective to its Collection Site.

ELEVENTH: A MUNICIPAL PARTY, upon ten (10) days' notice to CONTRACTOR, may terminate this Agreement in whole or in part when the respective MUNICIPAL PARTY deems it to be in its best interest.

CONTRACTOR, upon thirty (30) days' notice to the COUNTY may terminate this Agreement in whole or in part when CONTRACTOR deems it to be in its best interest.

TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the MUNICIPAL PARTIES is void. CONTRACTOR will not subdivide any part of the work without the written consent of the MUNICIPAL PARTIES.

THIRTEENTH: CONTRACTOR will comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to CONTRACTOR as an employer of labor or otherwise. CONTRACTOR will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

CONTRACTOR expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

Nothing contained herein to the contrary, the conduct and control of the performance of the services contemplated hereunder lie solely with the CONTRACTOR.

FOURTEENTH: No discrimination by CONTRACTOR will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation, or beliefs.

FIFTEENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

It is further agreed that MUNICIPAL PARTIES are acting as a Collection Site for electronic waste and CONTRACTOR shall hold MUNICIPAL PARTIES harmless from any liability for violation of any law, rule or regulation relating to the disposal of electronic waste for any materials accepted by the CONTRACTOR and removed from each MUNICIPAL PARTIES' Collection Site.

SIXTEENTH: The failure of a MUNICIPAL PARTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the MUNICIPAL PARTY of any provision hereof shall be implied.

SEVENTEENTH: CONTRACTOR and its employees shall not at any time or in any manner either directly or indirectly use for the personal benefit of CONTRACTOR or divulge, disclose or communicate in any manner any information that is proprietary to the MUNICIPAL PARTIES. CONTRACTOR and its employees shall protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Agreement.

EIGHTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

PUTNAM COUNTY DEPARTMENT OF HEALTH
1 Geneva Road
Brewster, New York 10509

To the TOWNS:

TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

TOWN OF PATTERSON
1142 Route 311
Patterson, New York 12563

TOWN OF PHILIPSTOWN
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

TOWN OF PUTNAM VALLEY
265 Oscawana Lake Road
Putnam Valley, New York 10579

TOWN OF SOUTHEAST
1360 Route 22
Brewster, New York 10509

To the CONTRACTOR: **VINTAGE TECH, LLC**
1105 Windham Parkway
Romeoville, Illinois 60446

All notices shall be effective on the date of mailing.

NINETEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

TWENTIETH: Use of the singular term MUNICIPAL PARTY in any clause or term of this Agreement shall confer the same benefits, rights, responsibilities, and obligations on all MUNICIPAL PARTIES, as if the plural term MUNICIPAL PARTIES were used.

TWENTY-FIRST: In the event that any clause or term of this Agreement conflicts with any clause or term contained in an attachment or subsequent writing, the clause or term of this Agreement shall govern.

TWENTY-SECOND: In case any provision of this agreement should be held to be invalid, such invalidity shall not affect, in any way, any of the other provisions herein, all of which shall continue in full force and effect, in any country, state or jurisdiction in which such provisions are legal and valid.

TWENTY-THIRD: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

TWENTY-FOURTH: This Agreement is executed in eight (8) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-FIFTH: CONTRACTOR is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed:

1. "Request for Taxpayer Identification Number and Certification" form (IRS Form W-9).
2. "Notice of Application to Certify Compliance with Federal Law" and "Affidavit of Compliance," in accordance with the provisions of 8 U.S.C. §1324a and Chapter 134 of the Putnam County Code. In the event that CONTRACTOR subcontracts any part of the work under this Agreement in accordance with Paragraph "TWELFTH" of this Agreement, CONTRACTOR shall provide the COUNTY with a completed "Notice of Application to Certify Compliance with Federal Law" and an "Affidavit of Compliance" for each and every subcontractor hired to perform work under this Agreement.
3. Appropriate Certificate of Insurance, in accordance with Paragraph "FIFTEENTH" of this Agreement and the requirements contained in Schedule "A."
4. New York State Department of Environmental Conservation Registration.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED

THE COUNTY OF PUTNAM

Date
Adrienne Spadaccini
Senior Deputy County Attorney for
Risk and Compliance

Date
MaryEllen Odell
County Executive

Date
Jennifer S. Bumgarner
County Attorney

Date
Allen Beals, M.D., J.D.
Commissioner of Health

Date
William J. Carlin, Jr.
Commissioner of Finance

Date May 6, 2014
VINTAGE TECH, LLC
1105 Windham Parkway
Romeoville, Illinois 60446

By: Karrie Gibson CEO
Please Print Name & Title

Date

TOWN OF CARMEL

60 McAlpin Avenue

Mahopac, New York 10541

By: _____

Please Print Name & Title

Date

TOWN OF KENT

25 Sybil's Crossing

Kent Lakes, New York 10512

By: _____

Please Print Name & Title

Date

TOWN OF PATTERSON

1142 Route 311

Patterson, New York 12563

By: _____

Please Print Name & Title

Date

TOWN OF PHILIPSTOWN

238 Main Street

P.O. Box 155

Cold Spring, New York 10516

By: _____

Please Print Name & Title

Date

TOWN OF PUTNAM VALLEY

265 Oscawana Lake Road

Putnam Valley, New York 10579

By: _____

Please Print Name & Title

Date

TOWN OF SOUTHEAST

1360 Route 22

Brewster, New York 10509

By: _____

Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)
) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came MARYELLEN ODELL to me known, who being by me duly sworn, did depose and say that she resides in Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR:

STATE OF IL)
) ss.:

COUNTY OF Will)

On this 6th day of May, 2014 before me personally came Kartie Gibson to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



Lori Welch
Notary Public

ACKNOWLEDGMENT OF TOWN OF CARMEL:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF KENT:

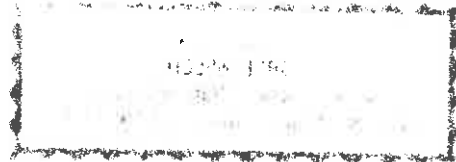
STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public



ACKNOWLEDGMENT OF TOWN OF PATTERSON:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF SOUTHEAST:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this _____ day of _____, 2014 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

SCHEDULE A

PUTNAM COUNTY INSURANCE REQUIREMENTS

- I. It is the requirement of the County of Putnam that for work performed under contract and/or permit authorized by the County and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.
 - Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
 - All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.
 - All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
 - When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.
- II. The Contractor shall provide and maintain at its own expense the following minimum insurance coverage:
 - A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, CE-200 form or U-26.3 - all of these forms are available through your carrier.
 - B. Commercial General Liability Insurance - Each policy must cover all operations and all locations involved in the contract and include the following:
 - \$1,000,000 for each occurrence
 - \$50,000 for the Fire Damage Legal Liability Limit
 - \$5,000 for the Medical Expense Limit
 - \$1,000,000 for the Personal & Advertising Injury Limit
 - \$2,000,000 for the General Aggregate Limit
 - \$2,000,000 for the Products/Completed Operations Aggregate Limit
 - C. Commercial Automobile Liability Insurance - Each policy must cover all operations and locations involved in the contract and including the following:
 - (1) Owned Automobiles
 - (2) Hired Automobiles
 - (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide Combined Single Limits of not less than \$1,000,000 for Bodily Injury and Property Damage.

D. Professional Liability Insurance (if applicable) - Each policy must cover errors and omissions. The policy limit shall be no less than \$1,000,000 per claim.

E. Excess Liability Insurance or an Umbrella Policy (if applicable) - A policy is required if the amount paid under the contract is above \$100,000. The limits required on the policy depend on the total contract amount.

- \$100,000 - \$250,000 - 1 million
- \$250,001 - \$500,000 - 5 million
- \$500,000+ - 10 million

F. Bid, Performance/Payment, Labor & Material Bonds - A policy is required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing.

III. Specific information MUST appear on each and every Insurance Certificate provided to the County.

A. The following must appear under the section entitled, "Certificate Holder"

COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER

B. The following language must appear in the section entitled, "Description of Operations/Locations, etc.":

"Putnam County is included as an additional insured except for Professional Liability and Workers' Compensation."

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If this certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If ENDORSEMENT IS REQUIRED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd 1780 E Golf Road Suite 1100 Schaumburg IL 60173	INSURED VINTTEC-01 Vintage Tech Recyclers, LLC 1105 Windham Place Romeoville IL 60448	AGENT Carl Simon Tel: (847) 463-7114 Fax: (847) 463-9123 Email: CSimon@AssuranceAgency.com	INSURANCE AFFORDING COVERAGE INSURER A (Towerson)
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 45310188 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY TYPE	TYPE OF INSURANCE	ACORD NUMBER (Date / State)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		H8301D229405TCT13	12/1/2013	12/31/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EXCLUDED) MED EXP (per one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOR AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		H8301D229405TCT13	12/1/2013	12/31/14	TOWNSHIP BODILY INJURY \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ X OCCUR X CLAIMS-MADE		HSACUP1D229405TCT13	12/1/2013	12/31/14	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 Prod. Cont. Exp. \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY WORKER OR PART-TIME EXECUTIVE EMPLOYMENT EXCLUDED? (Indicate by N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	HNUS1086101013	12/1/2013	12/31/14	EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - SA EMPLOYER \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 106, Additional Description Schedule, if more space is required)

Re: All Work Performed by the Named Insured on Behalf of the Certificate Holder

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability and Automobile Liability on a Primary & Non-Contributory basis with respect to operations performed by the Named Insured in connection with this project:

1) County of Putnam
See Attached...

CERTIFICATE HOLDER

CANCELLATION

County Of Putnam
Attn: Law Dept./Risk Manager
48 Glenade Avenue
Carmel NY 10512

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel R. Gerson

AGENCY CUSTOMER ID: VNTTEC-01

LOG #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd		INSURED DESCRIBED Vintage Tech Recyclers, LLC 1105 Wincham Place Romeoville IL 60446	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the above entities applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Umbrella Follows Form to Primary.

**STATE OF NEW YORK
WORKERS' COMPENSATION BOARD**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) VINTAGE TECH RECYCLERS, LLC 1105 WINDHAM PKWY ROMEOVILLE, IL 60446	1b. Business Telephone Number of Insured (830) 305-0822 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1d. Federal Employer Identification Number of Insured or Social Security Number 20-3535847
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF PUTNAM 48 GLENEIDA AVENUE CARMEL, NEW YORK 10512 ATTN: LAW DEPT./RISK MANAGER	3a. Name of Insurance Carrier Travelers Property Casualty Company of America 3b. Policy Number of entity listed in box "1a" HHUB-1D98181-6-13 3c. Policy effective period 04-21-2013 to 04-21-2014 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier will also notify the above certificate holder within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debra Browning
(Print name of authorized representative or licensed agent of insurance carrier)
 Approved by: *Debra Browning* 12-10-2013
(Signature) (Date)
 Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-670-8678

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) VINTAGE TECH RECYCLERS, LLC 1105 WINDHAM PKWY ROMEVILLE, IL 60448	1b. Business Telephone Number of Insured (830) 305-0822
1c. NYB Unemployment Insurance Employer Registration Number of Insured	1d. Federal Employer Identification Number of Insured or Social Security Number 20-3535847
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF PUTNAM 48 GLENEIDA AVENUE CARMEL, NEW YORK 10812 ATTN: LAW DEPT./RISK MANAGER	3a. Name of Insurance Carrier Travelers Property Casualty Company of America 3b. Policy Number of entity listed in box "1a" HHUB-1D88181-5-13 3c. Policy effective period 04-21-2013 to 04-21-2014 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier will also notify the above certificate holder within 10 days if a policy is canceled due to nonpayment of premiums or within 30 days if there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debra Browning
(Print name of authorized representative or licensed agent of insurance carrier)
Approved by: *Debra Browning* 12-10-2013
(Signature) (Date)
Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-8578

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Return Stamp Dated
Confirmation In Attached Envelope
Or Fax to (877) 255-4907
Thank You

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
VINTAGE TECH, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > **P** ☐ Exempt payee
☐ Other (see instructions) >

Address (number, street, and apt. or suite no.)
1105 LINDHART PARKWAY
City, state, and ZIP code
ROSEMOUNT, IL 60068
(List account number(s) here (optional))

Requester's name and address (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

4	8	-	8	0	1	1	0	9	1
---	---	---	---	---	---	---	---	---	---

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person > *[Signature]* Date > **1/17/13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Check exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Contract # _____

PUTNAM COUNTY PURCHASING DEPARTMENT
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
To be completed by Applicant/Covered Employer/Owner

EMPLOYER/BUSINESS/COMPANY NAME: Vintage Tech LLC

(1) ADDRESS: 1105 Windham Parkway, Ramothville, IL 60446

(2) VENDOR # _____ (if known) (3) CONTRACT ID: _____ (if known)

(4) CONTACT: Seth Smith (5) TELEPHONE: 815-931-8318

(6) TERM OF CONTRACT OR EXTENSION: _____

(7) AMOUNT OF CONTRACT OR EXTENSION: _____

(8) BRIEF DESCRIPTION OF PROJECT OR SERVICE: E-Waste Recycling Service

SUBCONTRACTOR:

(1) ADDRESS: _____

(2) VENDOR # _____ (3) TELEPHONE: _____

(4) CONTACT: _____

(5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

(6) **EVIDENCE OF COMPLIANCE: COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN PUTNAM COUNTY CODE, CHAPTER 114, SECTION 5:**

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and (2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

Illinois
STATE OF ~~NEW YORK~~ COUNTY OF Will

) ss:
)

Seth Smith
Vintage Tech LLC, being duly sworn, deposes and says:
(print name of deponent)

1. I am the owner/authorized representative of Vintage Tech LLC
(circle one) (name of corp., business, company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Putnam County Code Chapter

[Signature]
(signature of deponent)

Subscribed and sworn to before me this 10 day of December

Notary Public, State of ~~New York~~

Illinois



#8
**RESOLUTION AUTHORIZING ACCEPTANCE OF
PROPOSAL FOR APPRAISAL SERVICES**

WHEREAS the Town Board of the Town of Carmel has been advised by Town Assessor Glenn Droese that professional appraisal services will be required in the defense of two tax certiorari proceedings currently pending in Supreme Court, Putnam County, specifically the matters of OL Mahopac, LLC v. Town of Carmel and MNQ Realty, LLC v. Town of Carmel; and

WHEREAS the Town Assessor has procured proposals from various professional real property appraisal services and has recommended acceptance of the proposals submitted by Lane Appraisals, Inc. Larchmont, NY dated May 21, 2014;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel in accordance with the recommendation of the Town Assessor hereby accepts the referenced proposals of Lane Appraisals, Inc. to prepare appraisals for each certiorari matter referenced herein at cost not to exceed \$5,000 for each appraisal; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary to fund the services authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#9

RESOLUTION AUTHORIZING TOWN SUPERVISOR TO SIGN ON BEHALF OF THE TOWN OF CARMEL

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to sign and submit the Claim Form from the Office of the New York State Comptroller the for the release of unclaimed funds on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

THOMAS P. DiNAPOLI
COMPTROLLER

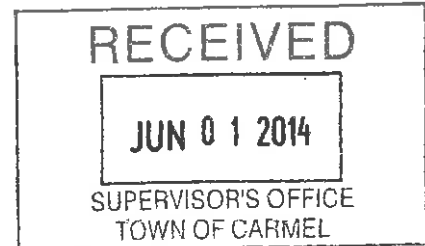


110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Office of Unclaimed Funds

May 29, 2014

Town Supervisor Kenneth Schmitt
Town of Carmel
60 McAlpin Ave
Mahopac, NY 10541



Dear Town Supervisor Schmitt,

On behalf of New York State Comptroller Thomas P. DiNapoli, I am writing to notify you that the Office of Unclaimed Funds (OUF) is holding funds that you may be entitled to claim.

Comptroller DiNapoli is committed to returning unclaimed funds to their rightful owners and to expanding this office's efforts to identify and contact potential claimants. As a result of those efforts, your municipality has been identified as having unclaimed funds in its name.

To establish your claim, please complete the attached claim form and return it to:

**New York State Comptroller
Office of Unclaimed Funds
110 State Street
Albany, NY 12236**

We will research your claim and contact you if additional information is required.

If you need assistance, contact us via email at NYSOUF@osc.state.ny.us or call our Communication Center at 1-800-221-9311, Monday to Friday 8:00 a.m. to 4:30 p.m.

Sincerely,

A handwritten signature in black ink, reading "Lawrence M. Schantz". The signature is written in a cursive, flowing style.

Lawrence M. Schantz
Director
Office of Unclaimed Funds