

**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](http://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*

**AGENDA**  
**TOWN BOARD WORK SESSION**  
**Thursday, September 19, 2013 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

**6:00 pm Executive Session:**

1. Labor Counsel – Personnel

**Town Board Work Session:**

1. Review of Town Board Minutes August 21 and September 3, 2013
  2. Glenn Droese, Town Assessor – Consider Attendance to Seminar October 1-4, 2013
  3. Michael Simone, Highway Superintendent – Consider Advertise for Bids for the Purchase of Miscellaneous Highway Materials – Sand, Guide Rail, Winter Mix
  4. Michael Carnazza, Building and Codes Enforcer – Consider Amending the 2013 User Fee Schedule
  5. Councilman Jonathan Schneider and Town Comptroller, Mary Ann Maxwell – Update on Informational Technology Upgrades
  6. Ronald Gainer, PE, Town Engineer, Mary Ann Maxwell, Town Comptroller – CWD#2 Micro Filtration Plant Upgrade Cost Estimate
  7. Ronald Gainer, PE, Town Engineer – Consider Bond Return – TM# 55.11-1-42 – Hudson Valley Credit Union (\$606,840)
  8. Consider Agreement with County of Putnam for the Collection of Electronic Waste
  9. Consider Scheduling Public Hearing on a Proposed Local Law Amending Chapter 104 of the Town Code Regarding Sound Amplification Permits
  10. Consider Scheduling Public Hearing on Proposed Local Law Amending Chapter of the Town Code Regarding Portable Toilet Facilities
  11. Police Chief Michael Johnson – Discussion of 2013 Police Department Budget
- **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

Pasquerello, Anne

**From:** Droese, Glenn  
**Sent:** Tuesday, August 27, 2013 11:36 AM  
**To:** Pasquerello, Anne  
**Subject:** Request for attendance at NYS Assessor Seminar

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

☒ Work Session 9/19/13

**Categories:** Red Category

☐ Agenda \_\_\_\_\_

Anne,

Please put my request on the next available schedule for town board for approval.

I would like to attend the classes at the NYS Seminar for Assessment Administration. The seminar will be held in Lake Placid NY and is scheduled for Tuesday October 1, 2013 through Friday October 4, 2013. The State does require that I take continuing education and the Assessor seminar provides a cost effective opportunity.

The initial cost to the town is \$175.00 for tuition and \$259.00 per night for the hotel room and meals. I will use my personal car to drive there so additional cost for mileage reimbursement is expected to be \$250. Leaving the total expenses at approximately \$1202. The State is expected to reimburse the town \$600. leaving a balance of \$602 that I am asking the town to cover?

A link is provided to the seminar information.

[http://www.nyassessor.com/Portals/3/documents/annual\\_seminar2013.pdf](http://www.nyassessor.com/Portals/3/documents/annual_seminar2013.pdf)

Thank you,

Glenn A. Droese  
Assessor Town of Carmel  
845-628-1500

## 2013 NYSAA SEMINAR ON ASSESSMENT ADMINISTRATION REGISTRATION FORM

*Each attendee wishing to register must use a separate form. Please enclose the completed registration form and return with a check or completed municipal voucher. All registration fees include materials and attendance.*

Name: \_\_\_\_\_ First Name for Badge \_\_\_\_\_

Title: \_\_\_\_\_ Name of Spouse (if attending) \_\_\_\_\_

Municipality \_\_\_\_\_ Address \_\_\_\_\_

Registration Fee for attendees booked at Crowne Plaza NYSAA Member \$175 ☐ Non-Member \$225 ☐

Registration Fee for attendees NOT booked at Crowne Plaza NYSAA Member \$225 ☐ Non-Member \$275 ☐

If you are commuting, rates for meals are as follows: Breakfast \$13.50; Lunch \$19.00; Dinner Tues. & Thur. \$53.00; Wed \$37.00. Please indicate your dinner choices at the bottom of this page and return the entire page to the address below.

**Return top portion with payment to: NYSAA, 8417 Oswego Rd., #233, Baldwinsville, NY 13027**

**Phone (315) 706-3424 ~ Fax (315) 964-0116**

## HOTEL RESERVATION FORM – NYSAA SEMINAR ON ASSESSMENT ADMINISTRATION

Tuesday, October 1 to Friday, October 4, 2013 ~ Crowne Plaza

Please complete both parts of this hotel form, including the Sales Tax Exemption Certificate. Reservations accepted by credit card with no charge until arrival. Crowne Plaza information: (518) 523-2556 Ext. 1 ~ Fax (518) 523-9410 (credit card required with fax).

**Reservations must be received by the Crowne Plaza on or before TUESDAY, SEPTEMBER 3, 2013.**

Name: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Make hotel reservation checks  
payable and mail to:  
**Crowne Plaza**  
**101 Olympic Dr.**  
**Lake Placid, NY 12946**

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Credit Card (type, number) \_\_\_\_\_ Exp. \_\_\_\_\_

**All rates are based on a 3 night stay per person, per day and include meals, gratuity and administrative fee for that date. Tax is additional, unless exempt. Meal package begins with dinner on arrival date and ends with lunch on your departure date. Please mark your choice of accommodations:**

**Check in: 4:00 PM ~ Check out: 11:00 AM**

Standard Rooms

Single Official

\$259.00 ☐

Spouse\*

\$120.00 ☐

2 Officials in Room (each)

\$189.50 ☐

Specialty Rooms

\$289.00 ☐

\$120.00 ☐

\$204.50 ☐

\*Spouse rate: taxes to be added to the \$120.00 unless exempt. Stays less than 3 nights, please ADD \$10.00 per person, per night, plus tax unless exempt. Stays will be confirmed, subject to availability.

Room shared with: (PLEASE PUT NAME) \_\_\_\_\_

Accommodations desired (check one)

Single (1 person) ☐

Double (2 persons, 2 beds) ☐

**Reservations must be received by the Crowne Plaza on or before Tuesday, September 3, 2013.** Any reservations received after this date will be accepted based on availability and cannot be guaranteed at the conference rate. **NO** reservations will be accepted over the telephone.

**ROOM CANCELLATIONS – All Cancellations must be made in writing and received by the Crowne Plaza 14 days prior to arrival for a full refund of your deposits.** Cancellations received after the cancellation date will result in a one night package charge. Credit will not be given for missed meals or early departures.

### DINNER CHOICES

**Tuesday, October 1, 2013**

Pork Tenderloin \_\_\_\_\_

Berkshire Chicken \_\_\_\_\_

Sole Florentine \_\_\_\_\_

**Wednesday, October 2, 2013**

English Cut Sirloin \_\_\_\_\_

Citrus Chicken \_\_\_\_\_

Broiled Tilapia \_\_\_\_\_

**Thursday, October 3, 2013**

Sliced Tenderloin \_\_\_\_\_

Chicken Prosciutto \_\_\_\_\_

Salmon Beurre Blanc \_\_\_\_\_

**Return top portion only to:**  
**NYSAA**  
**8417 Oswego Rd., #233**  
**Baldwinsville, NY 13027**  
**Phone (315) 706-3424 Fax (315) 964-0116**

**Reservation Information** – Please be sure to bring a Tax Exempt form with you for presentation at check-in. You can download form ST-129 (Exemption Certificate) from the NYS Department of Taxation and Finance at: [http://www.tax.ny.gov/pdf/current\\_forms/st/st129\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st129_fill_in.pdf)

## **TENTATIVE SCHEDULE**

### **Tuesday, October 1, 2013**

1:00 PM - 5:00 PM	Registration and Check-in
1:00 PM - 6:00 PM	NYSAA Annual Golf Tournament / Free time
6:00 PM - 7:00 PM	Welcome Reception

### **Wednesday, October 2, 2013**

8:30 AM - 9:30 AM	NYSAA Annual Membership Meeting
9:45 AM - 11:45 PM	"Alternative Energy" Panel Discussion
12:00 PM - 1:00 PM	Legislation & STAR
2:00 PM - 3:30 PM	County Presidents' and Communication Liaisons Meeting
2:00 PM - 7:00 PM	Assorted Committee Meetings or Free Time
4:00 PM - 6:00 PM	Curling
7:00 PM - 8:30 PM	Annual Awards Banquet

### **Thursday, October 3, 2013**

9:00 AM - 12:00 Noon	Concurrent Sessions*	1:30 PM - 4:30 PM	Concurrent Sessions
9:00 AM - 4:30 PM	Full Day Session**	6:30 PM	Presidents Reception
12:00 Noon	IAO Annual Meeting	7:30 PM	Annual Installation Banquet

### **Friday, October 4, 2013**

9:00 AM – 12:00 Noon	Concurrent Sessions*	12:00 Noon	Way/Costello FUND Raffle
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#### **\* THURSDAY CONCURRENT SESSIONS**

9:00 – 12:00	Appreciating Depreciation BAR Training for Assessors Prep for Reval & Informal Hearings
1:30 – 4:30	Ag Values & Exemptions Architectural Styles Mini-Module Sessions <ul style="list-style-type: none"><li>- Sales Processing</li><li>- Deed Reading</li><li>- Assessor Resources</li></ul>

#### **\* FRIDAY CONCURRENT SESSIONS**

9:00 – 12:00	BAR Training for Assessors Ag Values & Exemptions Architectural Styles Green Energy
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#### **\*\* FULL DAY SESSION**

9:00 – 12:00	Strip Mall & Plaza
1:30 – 4:30	

#3

**Pasquerello, Anne**

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**From:** Mike Simone <msimone@bestweb.net>  
**Sent:** Wednesday, September 11, 2013 12:40 PM  
**To:** Pasquerello, Anne  
**Cc:** msimone@bestweb.net  
**Subject:** Worksession Agenda

☒ Work Session 9/19/13

☐ Agenda \_\_\_\_\_

Please place the Highway Department the next work-session agenda.

I am requesting the following items be advertised for bid:

**Sand  
Guide Rail  
Winter Mix**

**Michael Simone, Superintendent of Highways**  
Town of Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**845.628.7474**  
**FAX 845.628.1471**

Michael G. Carnazza  
Director of Code Enforcement



Ken Schmitt  
Supervisor



60 McAlpin Avenue  
Mahopac, New York 10541

## MEMORANDUM

☒ Work Session 9/19/13

☐ Agenda \_\_\_\_\_

To: Supervisor Kenneth Schmitt  
From: Michael Carnazza, Building Inspector  
Date: September 5, 2013  
Re: Fee Schedule Comparison

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The Town Board recently passed a resolution passing the Local Law for Lot Line Amendments. We need to set a fee for the Planning Board.

I recommend \$1,500 dollars.

That is the fee for a "Minor Subdivision" in the Town of Carmel.

Thank you for your consideration in this matter.

Current 2013-2014 System Upgrade Sullivan Data Support Agreement									
Annual Service & Support		Sullivan Data Annual Service And Support Agreement, Includes 24x7 Monitoring Of Mission Critical Systems		Support					
1 Sullivan Data		Sullivan Data Barcode Spam Filtering Service		\$41,500.00		\$41,500.00			
1 Sullivan Data		Sullivan Data Barcode Spam Filtering Service		\$1,350.00		\$1,350.00			
Anti-Virus (Antivirus)		Worry Free Advanced AV With Mail Scanning - 1 Year Renewal Takes Place In November Each Year		\$12,421		\$1,179.90			
95 Trend Micro		Newly Negotiated Large Volume Contract Pricing Will Save Approximately \$420.00 This Year							
Switch Replacements - 2013 Replace Last 2 10/100 DT Switches With 100/1000 - 2014 Replace Network Core Switch									
Replace 2 Remaining 10/100 Switches - 2013 Request		Replace 2 Existing 10/100 Switches In Server Rack With 100/1000 Switches							
2 Hewlett Packard		HP Networking 2530-48G Switch With 10GBase Uplink Capability		\$1,489.30		\$2,978.60			
1 Sullivan Data Mgmt		Replace 2 Desktop Switches In The Rack and recreate teamed uplink to the core switch		\$500.00		\$500.00			
Replace Core Switch - 2014 Request		Replace 1 Existing 100/1000 Core Switch In Server Rack							
1 Hewlett Packard		HP Networking 2920-48G Switch With 10GBase Uplink Capability		\$2,347.40		\$2,347.40			
1 Sullivan Data Mgmt		Replace 1 Core Switch and Recreate all teaming and redundancy between the switch, other switches and all servers.		\$500.00		\$500.00			
Add Wireless To Town Hall Meeting Room Space And Supervisor's Conference Room & Surrounding Space		Dual Radio Access Point With Controller Integrated Into A New Firewall							
Add Multi-Mode Wireless To Town Meeting Room Using Multi Mode		Fortinet 100D Firewall & VPN Unit - Government Pricing		\$1,418.22		\$1,418.22			
1 Fortinet		Fortinet 100D Firewall & VPN Unit - Government Pricing		\$652.50		\$652.50			
1 Fortinet		Fortinet 220B-A		\$363.83		\$727.65			
2 Fortinet		Fortinet GP-115 Gigabit Power over Ethernet (PoE) Injector Fortinet 1-Port - Government Pricing		\$46.48		\$92.95			
11 Sullivan Data		Fortinet GP-115 Gigabit Power over Ethernet (PoE) Injector Fortinet 1-Port - Government Pricing		\$17.88		\$35.75			
		Remove existing Firewall with new Fortinet Firewall with integrated wireless controller (can support up to 20 APs)							
		Install new Cisco cable in the Supervisor conference room from outside ceiling height							
		Install 2 access points, attaching 1 to the back wall of the meeting room and the second to the wall or ceiling 1 the supervisors office.							
		Configure both access point radios radio 1 for 802.11n operation radio 2 802.11n operation. Setup WPA2 security and encryption							
		Test completed installation and confirm coverage and update system documentation to reflect changes.							
		All Fortinet Pricing Includes Government Discounts Which Must Be Applied For On A Case By Case Basis							
Add Dual Mode Wireless To Town Meeting Room Using 2 Separate		Dual Radio Single Mode Access Points Connected To Different Internal LANs							
2 Cisco		Cisco 1142N Dual Radio Single Mode Wireless Access Points		\$525.00		\$1,050.00			
2 Cisco		Cisco Power Injector For 1142N Dual Radio Access Points		\$50.00		\$100.00			
5 Sullivan Data		Install and certify 2 new Cat6 cables from the server room patch panel to the back wall of the meeting room							
		Install 2 power injectors in the server rack to remotely power the new access points.							
		Create 2 access point, attaching them to the back wall of the meeting room space.							
		Attach 1 access point to the internal network and the second to the newly created external zone.							
		Configure the access point radios for 2.4 and 5GHz operation Setup WPA2 security and encryption							
		Test completed installation and confirm coverage zone. Update system documentation to reflect changes.							
Police PD2 Server And WebSense Server Replacement Options		Option 1 Police PD2 Server Is Eliminated - Remove PD2 Server Incorporate PD2 And PD3 Functionality Into Robust / Upgraded PD3, Move Existing 6 Year Old PD2 To WebSense							
Option 1 Police PD2 Server Is Eliminated - Remove PD2 Server Incorporate PD2 And PD3 Functionality Into Robust / Upgraded PD3, Move Existing 6 Year Old PD2 To WebSense		HP Server Hardware							
2 HP		50056-B21		\$190.77		\$381.54			
2 HP		50725-S21		227.88		\$455.76			
Server Software - Symantec Government Licensing		MLJXZD0E1G5		\$250.01		\$750.03			
3 Symantec		Backup Exec 2012 Server Government Remote Agent Upgrade							
Rack Mount UPS Unit		1300 VA Rack Mount UPS Unit ***This Can Possibly Be Eliminated***		\$678.22		\$678.22			
1 American Power		AP9631		\$395.98		\$395.98			
SDM Installation, Configuration & Startup Services		Network Interface with temperature and humidity monitoring							
1 Sullivan Data		Network Services							
Other Vendor Installation, Configuration & Startup Services		Installation And Configuration Services To Rebuild PD3 Server To Incorporate PD2 & PD3 Functionality							
1 Input Software		Installation & Configuration Services							
		Charges For Reloading The Conn Server Functionality							





<b>Conventional 14" Notebook For Finance Director</b>			
1 Hewlett Packard	D8E80UT	EliteBook 8470P 15-3340M 4GB 500GB 14" LCD LED Wm 7Pro 64BIT Windows 8 Pro	
1 Hewlett Packard	AX727UT	Slim 65w Travel Charger With USB Charging Port	\$1,019.70
0 Hewlett Packard	HSMA1AA	HP Business Slim Topload Case	\$51.74
1 Hewlett Packard	HAJ91UT	Professional Topload Notebook Travel Case	\$51.74
1 Hewlett Packard	U7869E	Warranty Extension From 3 To 5 Years	\$36.65
			\$153.58
1 Sullivan Data	Installation & Configuration	Installation / Configuration Services For 2 New Notebook PCs	\$153.58
			Included In Contract
1 Hewlett Packard	HAJ87UT	Optional Verizon Wireless 4G-LTE Internal Cellular Card - Requires Monthly Verizon Data Service	\$158.00
			\$158.00
<b>Conventional 15.6" Notebook - Assessor Option 1</b>			
1 Hewlett Packard	E1V28UT	EliteBook 8570P 15-3340M 4GB 500GB 15.6" LED / LCD Wm 7Pro 64BIT Windows 8 Pro	\$1,019.70
1 Hewlett Packard	AX727UT	Slim 65w Travel Charger With USB Charging Port	\$51.74
1 Hewlett Packard	H2P64UT	HP 4 GB PC3-12800 DDR3 1600 MHz SODIMM 4GB Memory Upgrade - 8GB Total Memory	\$39.20
0 Hewlett Packard	HSMA2UT	HP Business Slim Topload Case	\$24.70
1 Hewlett Packard	HAJ91UT	Professional Topload Notebook Travel Case	\$36.65
1 Hewlett Packard	U7869E	Warranty Extension From 3 To 5 Years	\$153.58
			\$153.58
1 Sullivan Data	Installation & Configuration	Installation / Configuration Services For 2 New Notebook PCs	\$153.58
			Included In Contract
1 Hewlett Packard	HAJ87UT	Optional Verizon Wireless 4G-LTE Internal Cellular Card - Requires Monthly Verizon Data Service	\$158.00
			\$158.00
<b>Conventional 16.6" Notebook With 17 Processor and 8GB Memory - Assessor Option 2</b>			
1 Hewlett Packard	E1V27UT	EliteBook 8570P 17-3540M 8GB 500GB 15.6" LED / LCD AMD Radeon 7570M 1GB Video Wm 7Pro 64BIT Wm 8 Pro	\$1,320.54
1 Hewlett Packard	AX727UT	Slim 65w Travel Charger With USB Charging Port	\$51.74
0 Hewlett Packard	HSMA2UT	HP Business Slim Topload Case	\$24.70
1 Hewlett Packard	HAJ91UT	Professional Topload Notebook Travel Case	\$36.65
1 Hewlett Packard	U7869E	Warranty Extension From 3 To 5 Years	\$153.58
			\$153.58
1 Sullivan Data	Installation & Configuration	Installation / Configuration Services For 2 New Notebook PCs	\$153.58
			Included In Contract
1 Hewlett Packard	HAJ87UT	Optional Verizon Wireless 4G-LTE Internal Cellular Card - Requires Monthly Verizon Data Service	\$158.00
			\$158.00

#6

Work Session 9/19/13

Agenda

Town of Camel Water 2  
WTP Expansion/Upgrade

Description	Location	Cost	Time needed
<b>New Intake Structure</b>			
3 10" HDPE intake pipes 1,500' in length each set at different depth (20' 40' 60')	plant to lake	1,350,000.00	3 - 4 months
intake screens and cement weights installed by divers to secure pipe to proper depths	Lake Glinda	45,000.00	
valve pit and manifold including 3 10" rising stem valves operated from above ground	filter plant	25,000.00	
100' of 36" contact pipe from valve pit to pumps "if need for chemical injection"	filter plant	30,000.00	
air compressor and 2" PVC manifold for air scouring of intake pipes at valve pit for maintenance of suction pipes	filter plant	35,000.00	
3 10" turbine type water meters for DSR usage recording	filter plant	15,000.00	
<b>total</b>		<b>1,700,000.00</b>	

<b>Raw Water Pump Station at Lake</b>			
2 Raw water pumps capable of 1,000 GPM at 40 psi (40 hp )	Lake Pit or filter plant	20,000.00	1-3 months
Installation of 2 raw water pumps ( 8" HDPE or PVC pipe with suction & discharge gate valves and check valves)	Lake Pit or filter plant	12,500.00	
2 VFD controls	Lake Pit or filter plant	12,500.00	
Installation for 2 VFD for raw water pumps ( new power supply and disconnect from panel and new control components)	Lake Pit or filter plant	12,000.00	
pipings renovations ( removal of old pipe and replace with either 10" HDPE or PVC)	Lake Pit	10,000.00	
removal and disposal of old raw water pumps X 2	Lake Pit	3,500.00	
<b>total</b>		<b>70,500.00</b>	

<b>New Water Treatment Plant at WTP Site</b>			
purchase of 2 PAAL AP-5 membrane filters ( capable of 1 MGD each )	filter plant	1,750,000.00	6 - 9 months
Installation of 2 PAAL AP-5 membrane filters as follows	filter plant		
concrete pads for filter skids to be placed upon	filter plant	15,000.00	
high voltage electrical installation from panels to PAAL components	filter plant	75,000.00	
control wiring from PAAL components to facilities control system	filter plant	55,000.00	
pipe installation from intake to filter and clear wells to be completed in 6" SCH 80 PVC with 6" Di gate valves and check valves	filter plant	125,000.00	
pipe installation from PAAL unit to CIP system and waste system	filter plant	40,000.00	
Removal and disposal of existing DE filters	filter plant filter room	40,000.00	
2 6" raw water flow meter for filter flow	filter plant filter room	8,000.00	
chlorine analyzer with flow pacing from 6" flow meters	filter plant control room	7,500.00	
flow paced chemical feed pumps for each filter for a total of 4 pumps "chlorine & corrosion control"	filter plant chemical room	8,000.00	
pH Meter	filter plant control room	2,000.00	
3 new high lift clear well pumps capable of 1,000 GPM @ 140 psi (50 hp)	filter plant filter room	25,000.00	
3 new VFD's for high lift pumps and controls	filter plant control room	20,000.00	

**Town of Carmel Water 2  
WTP Expansion/Upgrade**

removal and disposal of old high lift pumps X 4		
demolition and disposal of existing heating system and room		
demolition and disposal of existing sheathing on building		
installation of electric hanging heaters in filter room & chem room		
installation of electric ac/ heat pump in office, lab, bathroom		
install master control panel in control room		
interface existing controls and new into new control panel		
	filter plant	4,500.00
	filter plant	3,500.00
	filter plant	35,000.00
	filter plant	16,000.00
	filter plant	5,000.00
	filter plant control room	20,000.00
	filter plant control room	10,000.00
<b>total</b>		<b>2,268,500.00</b>

<b>Building Renovations</b>		
removal and installation of new roof and exterior siding on building ( painted metal )		
installation of insulation in walls and ceiling of building		
installation of interior walls and ceiling of building ( painted metal )		
installation of interior partition walls office, lab, bathroom, chemical room ( steel studs and sheetrock )		
Demolition and disposal of existing partition walls		
new main circuit breaker panel and lights and receptacles		
installation of wall mounted exhaust fans and louvers in filter room		
installation of wall mounted exhaust fans and louvers in chem room		
telephone communications and alarms		
every floor	filter plant	110,000.00
	filter plant	35,000.00
	filter plant	35,000.00
	filter plant	25,000.00
	filter plant	10,000.00
	filter plant	55,000.00
	filter plant	5,500.00
	filter plant	3,500.00
	filter plant	6,500.00
	filter plant	45,000.00
<b>total</b>		<b>390,500.00</b>

<b>"Temporary Install" of PALL micro unit for WTP</b>		
9 month rental of a PALL trailer unit capable of 1 MGD		
installation of temporary filter		
PVC piping from raw water intake into clear well and PVC waste pipe		
Electrical hook up from existing plant to trailer		
	parking lot of filter plant	450,000.00
		25,000.00
		20,000.00
<b>total</b>		<b>495,000.00</b>

Sub-Total Construction Costs	\$	4,974,500.00
Construction Contingencies (use 25%)	\$	1,240,000.00
<b>Grand Total Construction</b>	<b>\$</b>	<b>6,214,500.00</b>

**Town of Camel Water 2**  
**WTP Expansion/Upgrade**

**Professional Engr. Costs**

4-season sampling protocol	(say \$25,000)	\$	25,000.00
laboratory expenses	(say \$20,000)	\$	20,000.00
preliminary design services	(say 10% of construction cost)	\$	670,000.00
final design services	(say 10% of construction cost)	\$	670,000.00
regulatory submittals/approvals	(say 1% of construction cost)	\$	70,000.00
bidding services	(say 1% of construction cost)	\$	70,000.00
construction "basic" costs	(say 10% of construction cost)	\$	620,000.00
Resident Inspection	(say 40 hr x \$100/hr x 52 wks)	\$	208,000.00
<b>Sub-Total, Professional Engrg expen</b>		<b>\$</b>	<b>2,253,000.00</b>
Financing/Bond Counsel costs			
Development of Map, Plan & Report for Project Financing	(use 4% of construction cost)	\$	370,000.00
	(say \$50,000)	\$	50,000.00
<b>Total Overall Project Cost</b>		<b>\$</b>	<b>8,837,500.00</b>
<b>Financing Costs, Use</b>		<b>\$</b>	<b>8,900,000.00</b>

HAROLD GARY  
*Chairman*  
RAYMOND COTE  
*Vice-Chair*

**BOARD MEMBERS**  
EMMA KOUNINE  
CARL GREENWOOD  
JOHN MOLLOY  
JAMES MEYER  
ANTHONY GIANNICO

**TOWN OF CARMEL  
PLANNING BOARD**



60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 – Ext.190  
[www.carmelny.org](http://www.carmelny.org)

MICHAEL CARNAZZA  
*Director of Codes  
Enforcement*

RONALD J. GAINER, P.E.  
*Town Engineer*

PATRICK CLEARY,  
AICP, CEP, PP, LEED AP  
*Town Planner*

orig: Town Clerk  
cc: Legal Counsel ✓  
W/S 9/11 ✓  
8/30/BC

#7

☒ Work Session 9-11-13

☐ Agenda \_\_\_\_\_

**MEMORANDUM**

To: Town Board

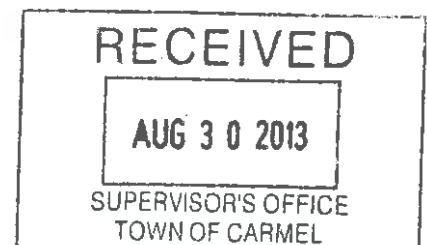
From: Rose Trombetta

Date: August 30, 2013

Subject: Bond Return – Hudson Valley Federal Credit Union –  
2 Terrace Drive - TM – 55.11-1-42 - Bond Register #779

On August 28, 2013, the Planning Board passed a motion to recommend bond return of the above captioned property.

Attached is a fully executed bond application form, Ron Gainer's memo dated July 12, 2013 and Mike Carnazza's memo dated August 29, 2013.





Planning Board / Environmental Conservation Board  
Town of Carmel - Town Hall  
Mahopac, New York 10541

Subdivision - Site Plan Bond Application

~~Wetland - Tree Cutting Application~~

Bond Amount \$606,840.00

Inspection Fee \$30,260.00 - Paid

Bond Register No 779

Tax Map # 55.11-1-42

Filing Date 7/24/2013

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ \$606,840.00. Said bond was fixed by Resolution of the Planning Board/~~Environmental Conservation Board~~ on (date) 5/9/2012 for the construction and completion of improvements described on a map on file with the Planning Board/~~Environmental Conservation Board~~.

Applicant's Name: Hudson Valley Federal Credit Union - Scott Bridie

Applicant's Address: 159 Barnegat Road, Poughkeepsie, NY 12601

Applicant's Telephone Number: 914-489-4045 Email: \_\_\_\_\_

Map Entitled: H.V. Federal Credit Union Property Address: 2 Terrace Drive, Carmel Last Revised 6/13/2012

Applicant's Signature \_\_\_\_\_

Town Engineer's Signature \_\_\_\_\_

Bonding Company Hudson Valley Federal Credit Union Bond # Check #5085620776 Bond Expires \_\_\_\_\_

The above application is in order and is approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_

Chairman, Planning Board

By \_\_\_\_\_

Chairman, Environmental Conservation Board

\*\*\*\*\*

Application for Bond Return ☒

Bond Reduction \_\_\_\_\_

The undersigned hereby applies for bond return/~~reduction~~ heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/~~reduction~~.

Date JULY 24 2013 Applicant's Signature Scott Bridie

\*\*\*\*\*

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by \_\_\_\_\_ to be reduced to \_\_\_\_\_.

Date \_\_\_\_\_ Town Engineer's Signature \_\_\_\_\_

OR

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

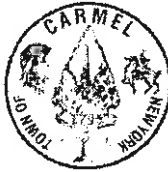
Date 7/24/13 Town Engineer's Signature [Signature]

Date 7/24/13 Planning Board Chairman [Signature]

Date \_\_\_\_\_ Environmental Conservation Board Chairman \_\_\_\_\_

Approved by the Town Board at a meeting on \_\_\_\_\_

Ronald J. Gainer, P.E.  
Town Engineer



(845) 628-1500  
(845) 628-2087  
Fax (845) 628-7085

*Office of the Town Engineer*  
60 McAlpin Avenue  
Mahopac, New York 10541

## MEMORANDUM

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TO: Carmel Planning Board                      DATE: July 12, 2013  
FROM: Ronald J. Gainer, P.E. Town Engineer      RE: Hudson Valley Federal Credit Union  
   Tax Map #55.11-1-42

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In response to a request by the above applicant, a representative of the Engineering Department recently performed a field inspection of the referenced property to evaluate the current status of the site construction, for the purpose of determining whether a bond reduction was warranted. The results of our investigation are presented below.

The original bond amount posted was \$606,840.00. The full bond amount is still being held by the Town. Based upon our inspection, all of the site improvements required pursuant to the Board's Site Plan approval have now been completed. On this basis, this Department recommends that the entire bond be released.

We trust that this is adequate for your needs. If you have any questions, please don't hesitate to contact me.



Michael G. Carnazza  
Director of Code Enforcement



Kenneth Schmitt  
Supervisor

60 McAlpin Avenue  
Mahopac, New York 10541

## **MEMORANDUM**

**TO:** Chairman Harold Gary and Members of the Town of Carmel Planning Board.

**FROM:** Michael G. Carnazza, Director of Code Enforcement

**DATE:** August 29, 2013

**RE:** Amended Site Plan for Hudson Valley Credit Union  
Tm# 55.11-1-42

- 
- Please be advised that the above mentioned property is in compliance with the Town Code.
  - I have no objection to the return of the bond.

**ALLEN BEALS, M.D., J.D.**  
*Commissioner of Health*

**ROBERT MORRIS, P.E., MPH**  
*Director of Environmental Health*



**MARYELLEN ODELL**  
*County Executive*

## DEPARTMENT OF HEALTH

1 Geneva Road, Brewster, New York 10509

Phone # (845) 808-1390 Fax # (845) 278-7921

#8

August 23, 2013

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

☒ Work Session 9/19/13

☐ Agenda \_\_\_\_\_

Re: Collection of Electronic Waste

Dear Supervisor Schmitt,

Beginning in 2008, the County arranged to place containers for the collection of electronic waste (e-waste) in each town. The County has now drafted an agreement to formalize the collaborative efforts of the County and the Towns to provide a convenient and environmentally sound method by which residents can responsibly dispose of their e-waste.

This agreement will ensure the continuing provision of this service at no cost to the municipalities. The County will continue to work directly with the Contractor to assure compliance with all state and local laws, and the Towns will continue to staff the drop-off sites so as to best meet the needs of their residents.

Please sign both copies of the enclosed agreement, have your signature notarized, and return the documents to the Health Department.

Should you have any questions, please feel free to contact me.

Thank you for your continuing assistance with this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Beals", is written over a horizontal line.

Allen Beals, MD, JD  
Commissioner of Health

cc: Mary Rice



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**

**ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC d/b/a RCR& R,  
REGIONAL COMPUTER RECYCLING & RECOVERY**

THIS AGREEMENT, made by and among the following parties (hereinafter collectively referred to as the "MUNICIPAL 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

**ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC d/b/a RCR & R, REGIONAL COMPUTER RECYCLING & RECOVERY**, with a principal place of business at 7318 Victor Mendon Road, Victor, New York 14564 (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 the MUNICIPAL PARTIES with all appropriate documents and labels for materials, including a report detailing the amount of materials collected at each Collection Site.
- f) 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 services related to certified hard drive data destruction are not part of this Agreement and require a separate Agreement with a specific schedule of services.

**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 January 1, 2013 and will terminate on December 31, 2013, 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 or 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

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: **ROCHESTER COMPUTER RECYCLING &  
RECOVERY, LLC d/b/a RCR & R, REGIONAL  
COMPUTER RECYCLING & RECOVERY**  
7318 Victor Mendon Road  
Victor, New York 14564

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.

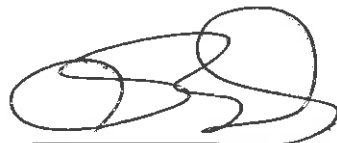
**READ & APPROVED**

**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 8/22/13  
Allen Beals, M.D., J.D.  
Commissioner of Health

\_\_\_\_\_  
Date  
William J. Carlin, Jr.  
Commissioner of Finance

\_\_\_\_\_  
Date  
**ROCHESTER COMPUTER  
RECYCLING & RECOVERY, LLC**  
d/b/a RCR & , REGIONAL COMPUTER  
RECYCLING & RECOVERY  
7318 Victor Mendon Road  
Victor, New York 14564

By:   
\_\_\_\_\_  
Please Print Name & Title  
SCOTT PASTORELL  
Client Services Operations Mgr.

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 \_\_\_\_\_, 2013 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 NEW YORK )

) ss.:

COUNTY OF Ontario )

On this 19<sup>th</sup> day of August, 2013 before me personally came SCOTT PASTORELL 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.

Mary D. Manno  
Notary Public

Mary D. Manno  
Notary Public  
State of New York Ontario Co.  
My Commission Expires Dec 2, 2014

**ACKNOWLEDGMENT OF TOWN OF CARMEL:**

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013 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 \_\_\_\_\_, 2013 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 \_\_\_\_\_, 2013 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 \_\_\_\_\_, 2013 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 \_\_\_\_\_, 2013 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 \_\_\_\_\_, 2013 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



# CERTIFICATE OF LIABILITY INSURANCE

ROCHE13

OP ID: AE

DATE (MM/DD/YYYY)

08/12/13

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 INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, 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).

<b>PRODUCER</b> Rose & Kiernan, Inc. (Pitts) Suite 220 1163 Pittsford-Victor Rd Pittsford, NY 14634	<b>585-264-0520</b> <b>585-264-0828</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Rochester Computer Recycling Recovery DBA Regional Computer Recycling & Recovery 7318 Victor Mendon Road Victor, NY 14564		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Greenwich Insurance Company <b>INSURER B:</b> Cincinnati Insurance Co. <b>633</b> <b>INSURER C:</b> Hartford Life & Accident Ins. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GEC003592701	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA0162383	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		UEC003592801	10/01/12	10/01/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Pollution Liab</b>		PEC003592901	10/01/12	10/01/13	Per Claim 1,000,000
C	<b>NYS Disability</b>		LNy636577	01/01/12		Until Cancelled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
All operations usual and incidental to the business of the named insured

**CERTIFICATE HOLDER****CANCELLATION**

COUNTY OF PUTNAM  
LAW DEPT./RISK MANAGER  
48 GLENEIDA AVENUE  
CARMEL, NY 10515

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

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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604

Phone: (585) 258-2068

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 161521178

ROCHESTER COMPUTER RECYCLING &  
RECOVERY LLC DBA RCR&R  
7318 STATE ROUTE 251  
VICTOR NY 14564

### POLICYHOLDER

ROCHESTER COMPUTER RECYCLING &  
RECOVERY LLC DBA RCR&R  
7318 STATE ROUTE 251  
VICTOR NY 14564

### CERTIFICATE HOLDER

COUNTY OF PUTNAM  
ATTN: LAW DEPT/RISK MANAGER  
48 GLENEIDA AVENUE  
CARMEL NY 10512

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
R 2064 708-7	710080	04/08/2013 TO 04/08/2014	8/12/2013

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2064 708-7 UNTIL 04/08/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/08/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

MICHAEL J WHYTE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 435359717

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Rochester Computer Recycling &amp; Recovery LLC</b>	
Business name/disregarded entity name, if different from above <b>Regional Computer Recycling &amp; Recovery LLC, RCR&amp;R</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, F=partnership) > <b>S</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) >	
Address (number, street, and apt. or suite no.) <b>7318 Victor Mendon Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Victor, NY 14564</b>	
List account number(s) here (optional)	

## Part I 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								
1	6	-	1	5	2	1	1	7 8

## Part II 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 or 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 cross 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 >

*Michael J. Vito*

Date > **1/16/13**

## 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim 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 partners' 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: Regional Computer Recycling & Recovery, LLC.

(1) ADDRESS: 7318 Victor Mandon Rd. Victor, NY 14564

(2) VENDOR # \_\_\_\_\_ (if known) (3) CONTRACT ID: \_\_\_\_\_ (if known)

(4) CONTACT: Scott Pastorell (5) TELEPHONE: 888-563-1340 ext. 103

(6) TERM OF CONTRACT OR EXTENSION: \_\_\_\_\_

(7) AMOUNT OF CONTRACT OR EXTENSION: 0

(8) BRIEF DESCRIPTION OF PROJECT OR SERVICE: Electronics Recycling

SUBCONTRACTOR: N/A

(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 134, 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

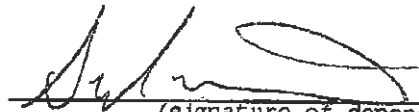
STATE OF NEW YORK COUNTY OF

ONTARIO

) ss:  
)

, being duly sworn, deposes and says: SCOTT PASTORELL  
(print name of deponent)

1. I am the owner/authorized representative of Regional Computer Recycling & Recovery  
(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 of deponent)

Subscribed and sworn to before me this 13 day of August, 2013

  
Notary Public, State of New York

Mary D. Manno  
Notary Public  
State of New York Ontario Co.  
My Commission Expires Dec 2, 2014



# Registration Form for Electronic Waste Collection Sites, Consolidation Facilities and Recycling Facilities

Please complete this registration in accordance with the New York State Electronic Equipment Recycling and Reuse Act (Environmental Conservation Law, Article 27, Title 26). Additional guidance on how to complete this form is available on page 5 of this document.

Each electronic waste collection site, consolidation facility, or recycling facility located in New York State must register with the NYS Department of Environmental Conservation (Department) by **January 1, 2011**. After January 1, 2011, any person who commences the operation of an electronic waste collection site, consolidation facility or recycling facility must register with the Department at least **thirty (30) days** prior to receiving any electronic waste.

Each electronic waste consolidation or recycling facility must complete and submit all parts of this registration form, and must also submit the Electronic Equipment Recycling and Reuse Act Registration Fee Form (REG-FEE) to the Department by **January 1, 2011**, accompanied by a registration fee of \$250.<sup>1</sup> In the case of multiple facility locations under the same owner/operator, a separate registration form and registration fee form must be submitted for *each* facility location. An electronic waste recycling facility that is also operating as an electronic waste consolidation facility, or vice versa, must comply with the requirements of the Act that are applicable to each type of facility; *however*, only one registration fee and one registration fee form must be submitted for each facility location.

Each electronic waste collection site must complete and submit all parts of this registration form, but does not need to submit the registration fee form or registration fee. Multiple retail collection sites under the same ownership may attach a list of each individual collection site's name, address, and telephone number, in addition to which types of covered electronic equipment (CEE) each site accepts (if different from those listed in **Part III** of this registration) to a single registration form.

Registrations must be updated within **thirty (30) days** of any material change to the information required by the registration. Please direct all questions regarding this form to [ewaste@gw.dec.state.ny.us](mailto:ewaste@gw.dec.state.ny.us) or call (518) 402-8706.

This registration is for an electronic waste (check all that apply): ☒ Collection Site<sup>2</sup> ☒ Consolidation Facility<sup>3</sup> ☒ Recycling Facility<sup>4</sup>

Name of Site or Facility: Regional Computer Recycling & Recovery

Location Address: 7318 Victor Mendon Road

City: Victor

NY

Postal (ZIP) Code: 14564

County: 35- Ontario

Federal Tax ID Number:<sup>5</sup> 16-1521178

When did this site/facility commence operations (or when does it intend to do so)? Jul 1, 2005

Please provide the following affirmations, if applicable, to the electronic waste collection site's, consolidation facility's, or recycling facility's operations:

1. Is electronic waste safely stored to minimize breakage and to prevent releases of hazardous materials to the environment?  
☒ Yes ☐ No ☐ N/A
2. Is the site/facility taking steps to control entry to the portion of the site/facility designated for electronic waste?  
☒ Yes ☐ No ☐ N/A
3. Are site/facility employees who handle or have responsibility for managing electronic waste informed about the proper handling and emergency procedures appropriate to the types of electronic waste handled at the site/facility?  
☒ Yes ☐ No ☐ N/A

If this registration is for an Electronic Waste Recycling Facility, please provide a detailed description of all dismantling or recycling processes utilized by the facility:

- Receiving: Equipment is initially labeled to identify the client source. We use a proprietary database tracking software called RIPSS (Receiving-Inventory-Process-Security-Services) & Batch System to track incoming CEE by location name, location address & weight
- Sorting: Equipment is sorted and consolidated by major type i.e. printers, monitors, CPU's etc. Equipment is then segregated into working/non-obsolete or non-working/obsolete.
- Working/non-obsolete product is evaluated, refurbished and or dismantled for parts as necessary and funneled through our own retail store or re-marketed through our extensive marketing network.
- Non-working/obsolete product is de-manufactured and processed into base material categories including iron/aluminum, cast aluminum, sheet aluminum, extruded aluminum, cabling/wire, circuit boards (multiple grades), copper, copper bearing scrap, brass, steel, plastics (multiple grades), whole CRT. To further consolidate material we utilize a vertical baler, horizontal baler, and shredder.
- Asset Management: Premium, Option Fee-based services include serial # tracking, electronic data destruction services, asset identification, asset re-marketing, asset destruction, asset tag removal, asset repair and redistribution (optional fee based service).

☐ Check here if additional pages are attached.

Please provide the approximate square footage of the portion of the site/facility designated for electronic waste drop-off, storage, and/or dismantling/recycling?

100,000

Square Feet

Which types of covered electronic equipment (CEE)<sup>6</sup> will be accepted for reuse or recycling at this site/facility (check all that apply):

- ☒ Computers<sup>7</sup>   ☒ Computer peripherals<sup>8</sup>   ☒ Small electronic equipment<sup>9</sup>   ☒ Small scale servers<sup>10</sup>   ☒ Televisions<sup>11</sup>

If applicable to the registering site or facility, please provide the following permit, registration or identification information:

6 NYCRR Part 360 Permit Number:  ☒ N/A

6 NYCRR Part 360 Registration Number:  ☒ N/A

6 NYCRR Part 364 Permit Number: \*Application in process  ☐ N/A

US EPA ID Number: NYR000169862  ☐ N/A

The following questions are applicable only to registering electronic waste recycling facilities:

1. Are you planning to pursue certification as a Responsible Recycler (R2/RIOS)?<sup>12</sup> ☒ Yes ☐ No ☐ Currently Certified
2. Are you planning to pursue certification under the e-Stewards program?<sup>13</sup> ☐ Yes ☒ No ☐ Currently Certified

Electronic waste is potentially a hazardous waste. Electronic waste directed for recycling is exempted from regulation under the hazardous scrap metal exemption (6 NYCRR 371.1(g)(1)(iii)(b)), or excluded from regulation under the processed scrap metal exclusion (6 NYCRR 371.1(e)(1)(xii)) provided that scrap metal will ultimately be reclaimed.

Completion of **Part V** of this registration form satisfies the requirement to submit a "c7" notification to the Department pursuant to 6 NYCRR 371.1(c)(7), which states, in part: "Parties who raise a claim that a certain material [such as CEE checked in **Part III** of this registration form] is not a solid or hazardous waste, or is exempt or conditionally exempt from regulation, based on the intent to reclaim, recycle or reuse, must notify the department, in writing, before utilizing the exemption or exclusion."

Collection sites, consolidation facilities and recycling facilities must list the facility type, name, and address of each electronic waste consolidation facility and recycling facility to which electronic waste will be sent in the table below. Recycling facilities must also list the facility type, name, and address of each scrap metal recycler and smelter to which electronic waste component materials will be sent.

Please note: registration numbers are not required on registration forms submitted prior to January 1, 2011, and it is unlikely that scrap metal recyclers or smelters will have registration numbers even after January 1, 2011. Registration numbers are not applicable for out-of-state facilities.

Facility Type	Name	Address	Registration # (if known/applicable)
Consolidation Facility	Regional Computer Recycling & Recovery	705 Corporate Park Scotia, NY 12302	
Scrap Metal Recycler	Edward Arnold Scrap Processors	2216 Angling Road Corfu, NY 14036	
Scrap Metal Recycler	MRP Co. Inc	10823 Williamson Lane Cockeysville, MD 21030	
Scrap Metal Recycler	Dlubak Glass Company	11567 County Highway 110 Upper Sandusky, OH 43351	
Scrap Metal Recycler	WM - Lamp Tracker	1823 William Penn Way Lancaster, PA 17601	

☐ Check here if additional pages are attached.

A registration will be considered incomplete unless signed by the legally responsible party (e.g. owner/operator) for the electronic waste collection site, consolidation facility, or recycling facility.

I certify that the information provided on this form is accurate and complete, and that this electronic waste collection site, consolidation facility, or recycling facility will comply with the requirements of New York State's Electronic Equipment Recycling and Reuse Act, the Environmental Conservation Law, and all other applicable laws, rules and regulations, and that all applicable fees have been submitted. I hereby affirm under penalty of law that the information provided in this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signature:		Date:	Dec 27, 2010
Type or Print First Name:	Michael	Title:	President
Type or Print Last Name:	Whyte	E-mail:	Mike@ewaste.com
Phone Number:	585-924-3840	Fax:	585-924-3841
Mailing Address:	7318 Victor Mendon Road		
City:	Victor	State:	New York
		Postal (ZIP) Code:	14564

Please identify the primary contact for the electronic waste site/facility below only if different from the individual listed in **Part VI**:

First Name:		Title:	
Last Name:		E-mail:	
Phone Number:			

Please SUBMIT this completed registration form and all supporting/additional documentation to:

New York State Department of Environmental Conservation  
Division of Materials Management  
Bureau of Waste Reduction and Recycling  
625 Broadway, 9th Floor  
Albany, NY 12233 - 7253

Please SUBMIT the separate Electronic Equipment Recycling and Reuse Act Registration Fee Form (REG-FEE) and \$250 Registration Fee (if applicable) to the above address as well.

## Additional Information for the Registration Form

- 1) For more information on the \$250 registration fee required to be paid by electronic waste consolidation facilities and electronic waste recycling facilities, please see the Electronic Equipment Recycling and Reuse Act Registration Fee Form (REG-FEE) available on the Department's website at: <http://www.dec.ny.gov/chemical/65583.html>.
- 2) "Electronic waste collection site" means a facility at a fixed or temporary site at which electronic waste is accepted from consumers and temporarily stored for more than five days in a calendar year before such waste is transported to an electronic waste consolidation facility or electronic waste recycling facility. Electronic waste collection sites include, but are not limited to, dedicated sites and facilities for the acceptance of electronic waste, and retail stores and outlets, municipal or private electronic waste collection sites and not-for-profit donation sites that have agreed to accept electronic waste. "Electronic waste" means covered electronic equipment that has been discarded or is no longer wanted by its owner, or for any other reason enters the waste collection, recovery, treatment, processing, or recycling system.
- 3) "Electronic waste consolidation facility" means a facility that receives and stores electronic waste for the purpose of organizing, categorizing or consolidating items of electronic waste before such waste is transported to an electronic waste recycling facility or other electronic waste consolidation facility. Electronic waste consolidation facilities include, but are not limited to, facilities of brokers acting as intermediaries between electronic waste buyers and sellers, and regional centers at which electronic waste is organized, categorized or consolidated after being transported to such centers from electronic waste collection sites or other electronic waste consolidation facilities.
- 4) "Electronic waste recycling facility" means a facility at which electronic waste is recycled. "Recycle" means to separate, dismantle, or process the materials, components, or commodities contained in electronic waste for the purpose of preparing the materials, components or commodities for use or reuse in new products or components thereof, but not for energy recovery or energy generation by means of combustion, gasification, pyrolysis or other means. Recycling includes manual and mechanical separation of electronic waste to recover materials, components or commodities contained therein for the purpose of reuse or recycling, and changing the physical or chemical composition of electronic waste to segregate components for purposes of recycling those components.
- 5) A Federal Tax ID Number (also known as an Employer Identification Number or EIN) is used to identify a business entity located in the United States. A site's/facility's Federal Tax ID Number can be found by calling the IRS Business & Specialty Tax Line at (800) 829-4933. The hours of operation are 7:00 a.m. - 10:00 p.m. local time, Monday through Friday. An assistant will ask you for identifying information and provide the number to you over the telephone, as long as you are a person who is authorized to receive it.
- 6) "Covered electronic equipment" includes a computer, computer peripheral; small electronic equipment; small scale server; or television.
- 7) "Computer" means an electronic, magnetic, optical, electrochemical or other high-speed data processing device performing a logical, arithmetic or storage function, including a laptop computer and desktop computer, and includes any cable, cord, or wiring permanently affixed to or incorporated into such product, and may include both a computer central processing unit and a monitor.
- 8) "Computer peripheral" means a monitor; electronic keyboard; electronic mouse or similar pointing device; facsimile machine, document scanner, or printer intended for use with a computer; and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product. "Computer peripheral" shall not include any document scanner or printer which weighs one hundred pounds or more.
- 9) "Small electronic equipment" means any portable digital music player that has memory capability and is battery-powered, video cassette recorder, a digital video disc player, digital video recorder, digital converter box, cable or satellite receiver, or electronic or video game console, and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product.
- 10) "Small scale server" means a computer that typically uses desktop components in a desktop form factor, but is designed primarily to be a storage host for other computers. To be considered a small scale server, a computer must have the following characteristics: designed in a pedestal, tower, or other form factor similar to those of desktop computers such that all data processing, storage, and network interfacing is contained within one box/product; intended to be operational twenty-four hours per day and seven days a week, and unscheduled downtime is extremely low (such as on the order of hours per year); is capable of operating in a simultaneous multi-user environment serving several users through networked client units; and designed for an industry accepted operating system for home or low-end server applications.
- 11) "Television" means a display system containing a cathode ray tube or any other type of display primarily intended to receive video programming via broadcast, cable or satellite transmission, having a viewable area greater than four inches when measured diagonally.
- 12) For more information on the R2/RIOS standards, visit: <http://www.epa.gov/waste/conserve/materials/recycling/r2practices.htm> and <http://www.certifiedelectronicsrecycler.com/>.
- 13) For more information on the e-Stewards program, visit: <http://e-stewards.org/>.

PROPOSED LOCAL LAW # \_\_\_\_ OF THE YEAR 2013

#9

**A Local Law to Amend the Code of the Town of Carmel,  
Chapter 104, thereof, entitled "NOISE"**

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam,  
State of New York as follows:

SECTION 1. Chapter 104 of the Code of the Town of Carmel is hereby  
amended to read as follows:

**§104-5 Restrictions on Permits and Permit Issuance**

A. No permit for the use or operation of any sound device, loudspeaker,  
amplifier or apparatus shall be issued:

- (1) For any location within 500 feet of a school, courthouse or place of  
worship, during the hours of such school, courthouse or place of  
worship, respectively, or within 500 feet of any hospital or similar  
institution.
- (2) For any location where the Town Board shall determine that the  
conditions of vehicular or pedestrian traffic, or both, are such that  
the use or operation of such sound device, loudspeaker, amplifier or  
apparatus will constitute a threat to the safety of pedestrians or  
vehicular operations.
- (3) For any location where the Town Board shall determine that  
physical conditions are such that the use or operation of a sound  
device, loudspeaker, amplifier or apparatus will deprive the public of  
the right to the safe, comfortable, convenient and peaceful  
enjoyment of any public street or place, or will constitute a threat to  
the safety of pedestrians or vehicle operators.
- (4) For any vehicle or other device while it is in transit.

B. Notwithstanding the issuance of any permit pursuant to this Chapter, the  
operation of any sound device, loudspeaker, amplifier or apparatus as  
defined herein, shall be prohibited during the following times:

- (1) Before 10:00 a.m. or after 8:00 p.m Sunday through Thursday;
- (2) Before 10:00 a.m. or after 11:59 p.m. on Friday and Saturday;
- (3) Before 10:00 a.m. or after 11:59 p.m. on Federal Holidays or any  
other day as designated by resolution of the Town Board.

**§104-6 Permit Fees; duration; exemptions.**

- A. The Town clerk shall collect a fee for each permit for the use and operation of sound devices, loudspeakers, amplifier(s) and/or apparatus as defined herein.
- B. Each permit issued by the Town Clerk shall be valid for a period not to exceed three (3) calendar days.
- C. Subsequent to the issuance of any permit by the Clerk pursuant to this Chapter, no additional permit shall be issued for the same parcel or property, regardless of ownership thereof, prior to thirty (30) calendar days having elapsed since the expiration of the prior permit issued for said parcel or property.
- D. No fee shall be charged to or collected from any bureau or department of the United States Government, The State of New York, The County of Putnam or the Town of Carmel.
- E. The fee referenced in subparagraph (A) hereunder shall be established annually by the Town of Carmel Town Board and shall be on file in the Office of the Town Clerk.

SECTION 2. This Local Law shall take effect immediately in accordance with the law.



TOWN OF CARMEL  
PROPOSED LOCAL LAW # \_\_\_\_\_ OF THE YEAR 2013

☒ Work Session 9/19/13  
☐ Agenda \_\_\_\_\_

Be it enacted by the Town Board of the Town of Carmel, Putnam County, State of New York as follows:

#10

Section 1: PURPOSE

The purpose of this local law is to amend the Town Code to prohibit the use and application of natural gas waste on public and private properties within the Town of Carmel.

Section 2: AMENDMENT OF THE TOWN CODE

The Town Code of the Town of Carmel is hereby amended by the addition of a new chapter entitled, "CHAPTER 112 PORTABLE BATHROOMS AND FACILITIES" which shall read as follows:

**§ -1. Purpose.**

The Town Board of the Town of Carmel has received numerous complaints in regard to portable bathrooms concerning their visual pollution. Although portable bathrooms may be an environmental asset, it is generally recognized that portable bathrooms create visual pollution and can deprive neighboring residents of the enjoyment of their property or premises. Therefore, it is the intention of the Town Board of the Town of Carmel to establish and impose restrictions upon the installation and operation of portable bathrooms for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity of the Town and its inhabitants. This chapter is intended to ensure that existing and future portable bathrooms are utilized in a manner that does not create a nuisance and is not detrimental to the health, safety and general welfare of the residents of the Town.

**§ -2. Authority.**

This chapter is adopted pursuant to the authority, of Article 2, § 10 of the New York State Municipal Home Rule Law.

**§ -3. Enforcement.**

The Town of Carmel Director of Codes Enforcement, Building Inspector and Code Enforcement Officer, or any other person who may hereafter be designated by resolution of the Town Board is hereby authorized in the name and on behalf of the Town of Carmel to undertake and prosecute any proceedings necessary or appropriate to enforce compliance with this chapter including the issuance of appearance tickets.

**§ -4. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**PORTABLE BATHROOM**

Any sanitary facility, toilet, and/or bathroom facility that is movable, portable and/or without any structural foundation.

**VIOLATOR or ANY PERSON WHO VIOLATES ANY PROVISION OF THIS CHAPTER**

Any person who owns or occupies the property at the time the portable bathrooms has been installed and/or operated without meeting all conditions of this code.

**§ -5. Existing and new portable bathrooms.**

Except as hereinafter provided, the lawful use of any portable bathroom may be continued, subject to the provisions of this section.

- A.** No portable bathrooms, shall thereafter be installed or maintained unless fully screened from view from any street within the Town of Carmel.

**§ -6. Penalties for offenses.**

- A.** Failure to comply with any of the provisions of this chapter shall be a violation and, upon conviction thereof, shall be punishable by a fine of not less than \$500 or imprisonment for a period of not more than 10 days, or both, for the first offense. Any subsequent offense shall be punishable by a fine of not less than \$1,000 or imprisonment for a period of not more than 30 days, or both. Each day that a violation occurs shall constitute a separate offense. The owners of premises upon which prohibited acts occur shall be jointly and severally liable for violations of this chapter.
- B.** Compliance with the provisions of this chapter may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction.
- C.** In the event the Town is required to take legal action to enforce the provisions of this chapter, the violator will be responsible for any and all necessary costs incurred by the Town relative thereto, including attorneys' fees, and such amount shall be determined and assessed by the court.
- D.** Any fine imposed and any costs incurred hereunder shall constitute a lien upon the real property where the portable bathroom facility is located. If such fine and/or costs assessed by the court are not paid in full within 30 days from the date determined and assessed by the Court, such fine and/or costs shall be charged to the property so affected by including such expense in the next annual Town tax levy against the property.

**§ -7. When effective.**

This chapter shall take effect immediately in accordance with the law of the State of New York.