

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

KATHLEEN KRAUS
Receiver of Taxes

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

Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

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

AGENDA
TOWN BOARD WORK SESSION
Tuesday, November 26, 2013 7:00pm

Pledge of Allegiance – Moment of Silence

6:00pm Executive Session:

1. Personnel

Town Board Work Session:

1. Review of Town Board Minutes – November 6, 2013
2. Consider Submission of Statement of Delinquent Town of Carmel Water District and Sewer District Charges for Re-levying on the 2014 County & Town Tax Bill
3. Consider Dedication of Ryan Court as a Town Road
4. Police Chief Michael Johnson – Consider Agreement for Leadsonline
5. Michael Simone, Highway Superintendent – Consider Purchase of Capital Equipment – John Deere Loader & Henderson Snow Plow Equipment
6. Consider Appointments to the Lake Casse Park District Advisory Board
7. Consider Approval of Lake Casse Park District Newsletter
8. Consider Granting Easement – Jolie Holding Corp aka Hudson Valley EMS TM 75.6-1-67

- **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**



1795 - 1995 Bicentennial

TOWN OF CARMEL Police Department

To: Carmel Town Board
From: Chief Johnson

Re: Leadsonline



11/14/13

Articles usually stolen from residences in burglaries are jewelry and electronic game players. Since a large amount of burglaries are committed by persons that commit multiple burglaries and who need money to purchase drugs for an addiction, these items are easily pawn able and are usually the main items stolen in burglaries.

The present system of obtaining records from gold buying pawn shops and jewelry stores necessitates a detective physically responding to the stores once a month and compiling a list from the three major police agencies in Putnam County. Usually this took quite a while considering the time and effort in obtaining the information and then entering it physically in a data base. A majority of times the jewelry was already melted down and prosecution of a suspect was greatly hindered. As a result the jewelry would not be recovered and returned to the victim in the original state.

Putnam County has passed a law for all pawn dealers that purchase jewelry to take a photo ID of the seller with name and home address, as well as a photo of the jewelry pawned. They are required to upload the information immediately to Leadsonline. I am told that New York City and Rockland County are presently utilizing this service, and that Westchester County will also be online. This will enable the detectives to search all these data bases for jewelry purchases at pawn shops in the metropolitan area from their desktop. Leadsonline is also online with EBay and Game Stops (which buys electronic games and players from people), which will allow the detective to search their data bases for stolen articles. It will also save work hours by not requiring a detective to visit all the pawn shops and jewelry stores to obtain this information.

The database can be searched by the type of jewelry and also by the name of the person pawning the merchandise. As a result burglaries can be solved at higher rate, property returned to the owner in the original state, and faster apprehension of suspects before they commit additional burglaries.

The county has proposed to pay for fiscal year 2014 and wants to charge our department \$2,238 for 2015 and 2016. This cost can be paid with seized assets. I spoke to Putnam County DA Investigator Henry Lopez advised me in of his intention to speak to the county legislature in the middle of 2014. The purpose of this conversation was to give examples of the success of the program and request that the county pay 100 percent for this service in 2015. The Putnam County DA is paying for the full 2014 cost from seized assets. Leadsonline wants a minimum of a three year contract for this service. The present proposal for 2015 and 2016 is for the Sheriff's Office to pay over \$5,000; Carmel to pay \$2,238 and Kent to pay approximately \$1750 of the total annual cost for this service.

I would recommend that the Town of Carmel enter into this contract.

A handwritten signature in black ink, appearing to read "Michael Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chief Michael Johnson

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, **January 1, 2014**, is made between **Carmel Police Department** ("Town") and **LeadsOnline LLC** ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

Town desires to utilize the electronic system to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

I.

DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of Town.
- 1.2 **"Data"** includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images) collected by Dealer during course of a transaction.
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 **"Secondhand Dealer"** means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 **"Scrap Metal Dealer"** means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.6 **"Scrap Metal"** includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.

- 1.7 **"Dealer"** means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

II.

APPOINTMENT

- 2.1 Subject to the terms of this Agreement, Town hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of Town's initial user.

III.

AGREEMENTS AND RESPONSIBILITIES OF TOWN

- 3.1 Town agrees that Town's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.
- 3.2 Town agrees to not divulge Data or information obtained through Town's access to Leads' web site to anyone other than Authorized Officials and persons with Town's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.
- 3.3 Town agrees to not access information from Leads' web site for purposes of gathering information from outside of Town's jurisdiction for any third party, including private parties and other law enforcement agencies.
- 3.4 Town agrees that passwords provided by Leads to Town enabling Town to utilize Leads' web site will be made known only to Authorized Officials of Town and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. Town will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.
- 3.5 Town agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. Town agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to Town in carrying out Town's official duties.
- 3.6 Town agrees to act in accordance with local laws and procedures when confiscating an item found in a business outside of Town's jurisdiction.
- 3.7 Town agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and Town case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.

- 3.8 Town agrees to change its password(s) every 90 days.
- 3.9 Town is responsible for ensuring that Town's hardware can connect to Leads' website via the Internet.
- 3.10 Town is responsible for ensuring compliance among businesses in Town's jurisdiction. Town agrees to not discourage Dealers from furnishing Data to Leads.

IV.

AGREEMENTS AND RESPONSIBILITIES OF LEADS

- 4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.
- 4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement which by this reference is incorporated herein.
- 4.3 Leads agrees to implement commercially reasonable efforts to perform, as well as developments and modifications to Leads' web site and on Leads' infrastructure in a manner that is not disruptive to Town.
- 4.4 Leads agrees to facilitate Town's access to the Data by passwords and user names selected by Town within reasonable parameters established by Leads.
- 4.5 Leads agrees to provide Town with secure access to a report detailing the usage of Leads' web site by Authorized Officials.
- 4.6 Leads' client support and training is available to Town at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. Town may request Leads to travel to Town's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

V.

CONDITIONS FOR TOWN'S ACCESS AND USE OF LEADS' WEB SITE

- 5.1 By entering into this Agreement, Town represents it is a Law Enforcement Agency as that term is defined in Section I. Town's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of Town, as is contemplated by the GLBA.
- 5.2 Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to Town.
- 5.3 All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads

cannot and does not represent or endorse the completeness, accuracy or reliability of the Data displayed through Leads' web site, nor the functionality of Dealer's operational software. Town acknowledges that any reliance by Town or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at Town's sole risk.

- 5.4** Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

VI. **TERM**

- 6.1** This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years or until termination by Leads or Town as described below. Town will pay subscription fees according to the schedule set forth in Attachment B which by this reference is incorporated herein.
- 6.2** This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, Town agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3** Town may immediately and without notice, terminate this Agreement, at Town's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to Town on a pro-rated basis that portion of the annual subscription fee paid by Town from the date Leads commits any breach described above until the end of the applicable service period.
- 6.4** Town may terminate this Agreement by providing 60 days notice to Leads prior to the next applicable service period if funding to make the next scheduled payment is not appropriated to the Town for this Agreement.
- 6.5** Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if Town: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of Town under this Agreement; (c) violates any laws, rules or regulations.
- 6.6** Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing Town with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to Town on a pro-rated basis that portion of the annual subscription fee paid by Town from the date of termination until the end of the applicable service period.

VII.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY TOWN, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.**

VIII.

INDEMNIFICATION

- 8.1** Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Town's employees arising out of or related to Town's use of Leads' web site.

Town shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and Town are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and Town under this Agreement, Leads and Town shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

Leads shall indemnify, hold harmless, protect and defend Town and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Town, Leads' liability under this paragraph 8.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Town.

IX.

COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1** Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the creator of the content. Town will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2** Town agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any materials it obtains from Leads or Leads' system.
- 9.3** Data is not considered by the parties to fall into the category of public record unless otherwise specified by law in Town's jurisdiction. If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding Town personnel or Data from Town's jurisdiction, Leads will refer the request to Town. If any third party requests Town to provide information involving Leads' materials or Data, Town will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. Town will obtain, to the extent possible, confidential treatment for information by any authority requiring delivery of information.

X.

MISCELLANEOUS

- 10.1** Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to Town. Town may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Town.
- 10.3** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are TOWN and Leads.
- 10.5** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of New York.

- 10.6** This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.
- 10.7** In the event Town submits any work order, purchase order, performance or delivery request or the like (the "Initiation Document"), any term or provisions contained therein which purports to modify or enlarge the obligations or liabilities of Leads shall not be effective without the express written consent thereto by Leads. The mere acceptance by Leads of an Initiation Document and/or Leads' performance or delivery of goods and services thereunder shall not constitute or imply its consent to the modification or enlargement of its obligations and liabilities under this Agreement.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Federal Tax I.D. # 42-1720332

TOWN

Carmel Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 60 McAlpin Ave

Mahopac, NY 10541

AGENCY AGREEMENT – Attachment 'A'

TOTALTRACK SERVICE PACKAGE INCLUDES:

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints and signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials and Secondhand Dealer personnel
- Store monitor compliance tools
- 3 years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Nationwide search access to transaction Data from Secondhand Dealers
- Hit alerts to mobile phones
- BOLO (continuous, saved) searches (50)
- eBay First Responder Service
- POI Inter-agency communication system (1,000 entries)
- Case Search System

AGENCY AGREEMENT – Attachment 'B'

SUBSCRIPTION FEE SCHEDULE

Initial service period through December 31, 2014

*Each of the next two full twelve (12) month
service periods:*

TOTALTRACK SERVICE PACKAGE

Paid for by the District Attorney's
Office Asset Forfeiture Program

\$2,238

OTHER TERMS

There will be no increase in the annual Subscription fee during the first three full twelve month periods.

Payments are due upon execution of this Agreement and on the first day of each of the service periods during the term.

Pasquerello, Anne

From: Mike Simone [REDACTED]
Sent: Thursday, November 21, 2013 11:11 AM
To: Pasquerello, Anne; [REDACTED]
Cc: [REDACTED]
Subject: Resolution for Purchase of Equipment
Attachments: JD Loader 544K & SnowPlowBodyEquipment Contract Price Quotes.pdf

☒ Work Session 11/26/13
☐ Agenda _____

Please place the Highway Department on the agenda at the next Town Board Meeting for the Purchase of Equipment as follows:

\$131,683.18 – John Deere 544K Wheel Loader, with options per NYS OGS Group #40603/Award Number #22063

\$104,950.00 – Henderson Snow Plow Equipment per Shared Municipal Oneida Contract RFP #1606
(For use with the 2014 Mack 10-Wheeler Chassis)

Attached are the contract price quotes

Staci Norton for

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

845.628.7474
FAX 845.628.1471

Five Star Equipment, Inc.
315-452-4560

113

Customer: Town of Carmel
Address:
Salesman: Auchmoody

Date: 08/05/13 - 9/3/13 Valid 30 Days
Contact:
Phone:
Fax:

Standard Machine

544K Base Codes ~ OGS ~ Price List 3-8-13 Contract #22063 - 40603 Wheel Loader Statewide

Code	Description	List Price	Options	John Deere Options	List Price
7640T	Base Machine	\$181,509.00	1910	Grease Steering Cylinder Joints	\$0.00
0810	Standard Gathering	\$0.00	2510	Ride Control	\$4,015.00
0914	EPA IT4 - requires code 1700	\$14,289.00	9525	SMV	\$155.00
1010	Standard 624K	\$0.00	9140	Fire Extinguisher	\$138.00
1110	Transmission W/O Axle Disc.	\$0.00	8555	Coupler	\$5,051.00
1210	100 Amp. alternator	\$460.00	8815	2.5CYD Cplr Bucket	\$6,452.00
1310	Muffler w/ Black Exhaust	\$0.00	2030	Powerlft Lift	\$4,683.00
1410	Air Int. W/O Precleaner	\$0.00	2432	3rd Fnc Valve	\$2,900.00
1510	Standard Fan	\$0.00		Beacon	\$350.00
1610	Std. Fuel Filter & Water Sep.	\$0.00			
1700	JD Link Ultimate 3 yr. Svc.	\$0.00			
2010	Standard ZBAR Boom	\$0.00			
2120	Conventional Steering	\$0.00			
2220	Cloth Seat w/ Air Suspension	\$0.00			
2424	2 Function Valve / Joystick	\$0.00			
2605	English Labels	\$0.00			
3046	Axle, Std. Rear & Hydraulic Front	\$0.00			
3120	Axle Manual Diff. Lock	\$0.00			
4323	20.5-25 L2 16PR TT 3 pc rim bias	\$12,437.00			
5550	Full Coverage Ft & Rear Fenders	\$3,420.00			
7110	Std. Marker / Turn lights	\$0.00			
8220	Rear cast bumper / ctrwt. Hitch w	\$688.00			
8310	Std. Outside Mirrors	\$0.00			
8422	Cab with Air	\$12,100.00			
8450	Cab w/ A/C Charge	\$0.00			
9015	Engine Block Heater	\$241.00			
9125	Beacon Bracket	\$187.00			
9520	License Plate Bracket	\$175.00			

Total Options \$23,744.00
16.00% Discount / Cust. Cost \$3,800.00

Total Options \$0.00
15.00% Discount / Customer Cost \$0.00

Total 5.00% Discount/ Customer \$0.00

Total: \$225,506.00
0.4955 Discount Factor / Customer Cost \$111,683.18

Options John Deere Option Cost \$19,944.96
JRB Option Cost \$0.00
Secure \$0.00
Total Charge: \$19,944.96
Less Trade-In: \$0.00
Total Less Trade-In: \$131,683.18



Henderson Truck Equipment-New York
22686 Fisher Road
Watertown, NY 13601

Jeffrey Weisbrot
Phone: 914-980-3510
Fax: 573-927-7005

SHARED MUNICIPAL ONEIDA CONTRACT RFB# 1606

Quotation

ONEIDA COUNTY DEPT OF PUBLIC WORKS ENGINEERING DIVISION

Date: 10/18/13

To: MICHAEL SIMONE; SUPT CARMEL HIGHWAY

By: JEFFREY WEISBROT (914) 980-3510 CELL

Re: HENDERSON 14' AR/SS MULTI-TASK WING PLOW TRUCK W/ PRE-WET, FRONT/REAR SPINNER

Henderson Truck Equip-NY is pleased to provide an Oneida County quote for the following equipment:
Includes all standard*(see below) Oneida Plow Equipment plus Options/upgrades listed below
Henderson RSP 11' x 42 poly.Plow Moldboard wear shoes (2), plow site markers; mushroom shoes adj
Full Width Plow Deflector Guard w/stainless hardware. 12" hd rubber
Force TXV-92 Load Sense Pump, Chelsea PTO transmission mount w/low oil shutdown, Force Hydraulic Valves
Dickey-john Control Point Spreader Controller:Granular with Liquid Pre-wet.
Del Air Controls For Dump, Plow and Wing mounted on Del Pedestal. Tarp/FLR on lower section. Lit controls
Reversing Conveyor, reversing Spinner and Reversing Pre-wet
Four spare air-lines in pedestal for emergency repairs; labeled and color coded
Chassis Mounted SS VT35 Hydraulic Tank & Valve enclosure
Henderson Power Tilt Front plow Hitch w/ Western Style Halogen Plow Lamps
Body Section - Including all standard Oneida Body and Equipment plus Options/upgrades listed below:
Henderson MUNI2 14' 42"sides, AR/Stainless Body, front center chute and rear spinner assembly with baffles
Rear L.E.D: Amber flashing lights, LED White reverse lights, LED Red S/T/T lights. 3 lamps each cornerpost
High Capacity Whelen Warning Lamp upgrade (6) Whelen #50A03ZAR TIR6 (4 cabshield 2 rear cornerposts)
Cab shield L.E.D: Amber front flashing lights Integrated into cab shield, two (2) front facing, one (1) each side
Whelen LT Responder Warning Lamp with Stainless front cabshield mount w/separate in-cab switch
Liquid Calcium System; twin 105 gallon poly gal tanks w/fittings, flowmeter, hydraulic pump and poly enclosure.
Electric Tarp system asphalt rated, with 30 degree aluminum offset tarp arms
Stainless Steel Folding Ladder w/grip strut; drivers side- front with full length grab handles each side
Front Spinner assembly with Front Center Dischhage. Poly spinner, pre-wet
Rear Spinner assembly w/baffles, feedgate, Stainless chute and liquid spray system, poly spinner.
Force Pre-wet auto reversing pre-wet spray system linked to conveyor direction
Henderson PATROL WING System 11/12' Steel. Full Moldboard trip, Carbide cutting edge
LED Work lights on rear of body (2) facing outward, (1) facing spinner
LED Work lights (1) facing Front Spinner (1) facing valve area
LED Work/Courtesy Lights; front driver side and front passenger side steps
LED Spot/warning Lamps Patrol Wing
30 Ton Pintle Hitch, Dee Rings, 7 pin trailer plug
Double cross bars on spreader chain
Top mounted std duty full length removable Screens
Stainless Steel full Cabshield. 40"x90" w/integral tarp cover and 4 LED Whelen Warning lamps
Stainless spring loaded shovel holder on side of body
Hard Wood Side Boards painted 12" full length bolted
Muni2 Body Floor summer cover plate; 3/16" AR 400
Stainless Steel Underbody Pans
Ziebart Undercoating; chassis frame complete; engine area rails, pintle and hitch
Central Grease station; passenger bulkhead w/external fittings on cornerposts
3M Safety 2" Tape top/bot horiz tailgate, bottom rub rail body/sides
Aluminum Toolbox 18"x36" Diamond-plate
SS hyd. Tubing to plow hitch and rear motor/pintle area. With Stainless qd's
Poly full coverage Mud flaps with rear std flap and two center anti splash flaps rear
Powder coat complete body fenders cabshield. Leave rear feedgate unpainted Stainless Steel.

Price per Unit:	\$104,950.00	Adjusted Contract Price
Number of Units	1	
Extended Price	\$104,950.00	
Tax		
Total Quote Price	\$104,950.00	Final Oneida Contract Price

QUICK OVERVIEW SPECS NOTE: PROVIDE COMPLETED TRUCK WEIGHT
122 CT APPROX MACK GRANITE TANDEM
TANDEM AXLE 14' MUNI2 AR/400 STEEL/SSCOMBO-
REAR SPINNER/Front CENTER SPINNER
210 GALLON LIQUID
REVERSING CONVEYOR
ZIEBART UNDERCOATING
REVERSING LIQUID

LAKE CASSE NEWSLETTER

DECEMBER 2013



Happy Holidays to the residents of Lake Casse!!!

What a great turnout at the November meeting! We have new blood ready to roll up their sleeves and get to work! Thank you to everyone who attended! Thank you to Kim Kugler for creating a new and exciting Activities Committee and to Robin Furgiuele who joined her. If you are interested in participating in the planning, and implementation of events, please contact Kim at the email address below!

The kids will have a great time!

Thank you to all of the people who want to take part in meetings, planning and executing our ideas for the Casse Community! If you are interested in participating, please contact Jon Aquina at 845-628-1805.

Activities Committee:

- Kim Kugler (845) 628-0624 email address: KimKugler@me.com
- Robin Furgiuele (845) 621- 4060

We are all in agreement that we want to move forward in renovating the clubhouse and getting our list started. We would like to invite the Lake Casse Park District's Liaisons, Councilwoman Suzi McDonough and/or Councilman John Lupinacci to the next Lake Casse Advisory Board meeting to create an agenda to be presented at a future Town Board Work Session meeting.

WE ARE NOW ON FB....Check us out at Lake Casse...you will see pictures!!

Next Lake Casse meeting: December 19, 2013 @ 7:30 sharp.

**RESOLUTION AUTHORIZING SUBMISSION OF STATEMENT OF DELINQUENT TOWN
OF CARMEL WATER DISTRICT & SEWER DISTRICT CHARGES FOR LEVYING
ON THE 2014 COUNTY & TOWN TAX**

RESOLVED, that the Town Board of the Town of Carmel, pursuant to Section 198 of the Town Law, hereby authorized submission of the statements of delinquent water and sewer charges for the Town's Water and Sewer Districts prepared by the Town Comptroller's Office and attached hereto and made a part hereof, to the Putnam County Legislature for the levying of such charges on the 2014 County and Town Tax Bill.

<u>RPS Code</u>	<u>Fund</u>	<u>District</u>	<u>Description</u>	<u>Amount</u>
WD033	601	CWD #1	Delinquent Water Rents	\$ 1,685.24
WD001	602	CWD #2	Delinquent Water Rents	59,856.75
WD002	603	CWD #3	Delinquent Water Rents	22,434.41
WD003	604	CWD #4	Delinquent Water Rents	12,521.53
WD012	605	CWD #5	Delinquent Water Rents	2,070.51
WD013	606	CWD #6	Delinquent Water Rents	5,348.92
WD023	607	CWD #7	Delinquent Water Rents	6,650.13
WD020	608	CWD #8	Delinquent Water Rents	27,984.53
WD022	609	CWD #9	Delinquent Water Rents	8,292.55
WD025	610	CWD #10	Delinquent Water Rents	14,282.19
WD024	612	CWD #12	Delinquent Water Rents	11,572.60
WD029	613	CWD #13	Delinquent Water Rents	65.34
WD030	614	CWD #14	Delinquent Water Rents	7,618.23
WD028	622	CWD #22	Delinquent Water Rents	15.75
			Total Delinquent Water Rents	\$180,398.68
<u>Out of District Charges:</u>				
WD003	604	CWD #4	Capital Charges Unpaid	\$ 1,341.00
WD020	608	CWD #8	Capital Charges Unpaid	826.00
WD028	622	CWD #2 ext	Capital Charges Unpaid	1,980.00
SW021	878	CSD #8	Capital Charges Unpaid	27,802.50
			Total Out of District Charges	\$31,949.50

GRAND TOTAL WATER & SEWER DISTRICTS LEVY \$212,348.18

Resolution

Offered by: _____

Seconded by: _____

☒ Work Session 11/26/13

☐ Agenda _____

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

December 4, 2013



November 7, 2013

Ken Schmitt, Supervisor & Members of the Town Board
Town of Carmel
60 Mcalpin Avenue
Mahopac, New York 10541

Re: Jolie Holding Corporation aka Hudson Valley EMS
559 Route 6N
Mahopac, New York 10541
T.M. 75.6-1-67

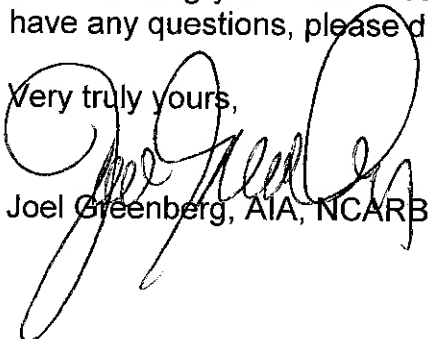
Dear Supervisor Schmitt & Members of the Town Board,

Dr. Gil Stanzione of Hudson Valley EMS purchased the above mentioned property last spring. We had a survey prepared and discovered that a triangular piece of the driveway going from the front of the property to the rear is part of the Yorke Road right-of-way. See attached site plan. To the best of my knowledge, this driveway has been in use for over fifty years. I spoke with Michael Simone, the Highway Superintendent, and he indicated that, at the present time, there are no plans to use this triangular piece of property. See attached letter.

On behalf of my client, I respectfully request the Town Board to grant us an easement for continued use of this triangular portion of the driveway. Obviously, if in the future, the Town requires the use of this property, we would adjust our site plan at that time.

Thanking you in advance for your interest and cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Joel Greenberg, AIA, NCARB



Two Muscote Road North
Mahopac, New York 10541
P: (845) 628-6613 F: (845) 628-2807
Email: joel.greenberg@arch-visions.com



TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

July 25, 2013

Joel Greenberg

RE: 559 NYS Route 6N

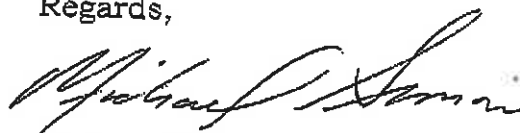
Dear Mr. Greenberg:

This letter is written concerning the above property and the business's unauthorized occupancy of a portion of the Town's R.O.W. along Yorke Road. Be advised that at this time the Town of Carmel Highway Department has no objections to the site improvements currently in place that are beyond the traveled portion of our roadway.

However, be advised that this grants no right of permanent occupancy by either easement or license, nor any right of continued use of the Town's R.O.W. for the property owner's benefit. Further, should it ever become necessary for the Town of Carmel to perform any maintenance or construct any improvements within this portion of the R.O.W., which requires us to remove the improvements that are currently in place, the Town shall have no obligation to replace such facilities or otherwise provide any compensation to the property owner.

I trust that this is adequate for your needs. Should you have any questions, please contact my office.

Regards,



Michael Simone
Superintendent of Highways

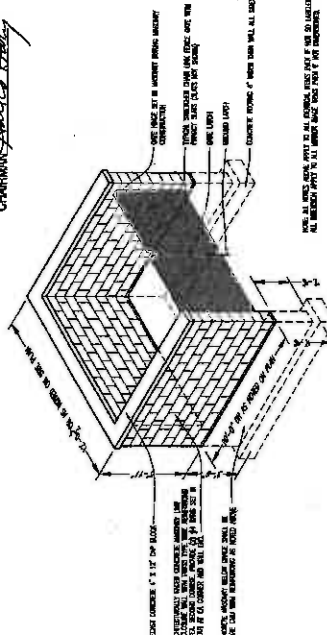
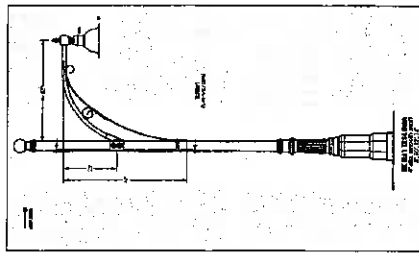
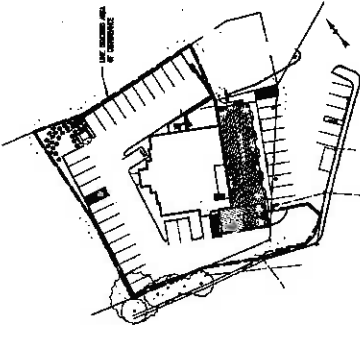
cc Ron Gainer - Town Engineer

RECEIVED

NOV 08 2013

SUPERVISOR'S OFFICE
TOWN OF CARMEL

ABUTTING NEIGHBORS

[illegible]

DENIED
BY TOWN OF CARMEL
PLANNING BOARD ON
DATE 2/1/13
CHAIRMAN David Henry

THE INFORMATION ON THIS SITE PLAN
IS BASED ON THE SURVEY BY LINK
AND SURVEYORS, DATED JULY 6, 2013

ARCHITECTURAL
Visions

**PROJECT: HUDSON VALLEY
VETERINARY EMS**

PROJECT ADDRESS:
OLD FIDELLIA CORP., 1001 ST. 40
MADISON, NY 12521

CALLING ROOMS
IN BONDAGE
NOT DOING ANYTHING

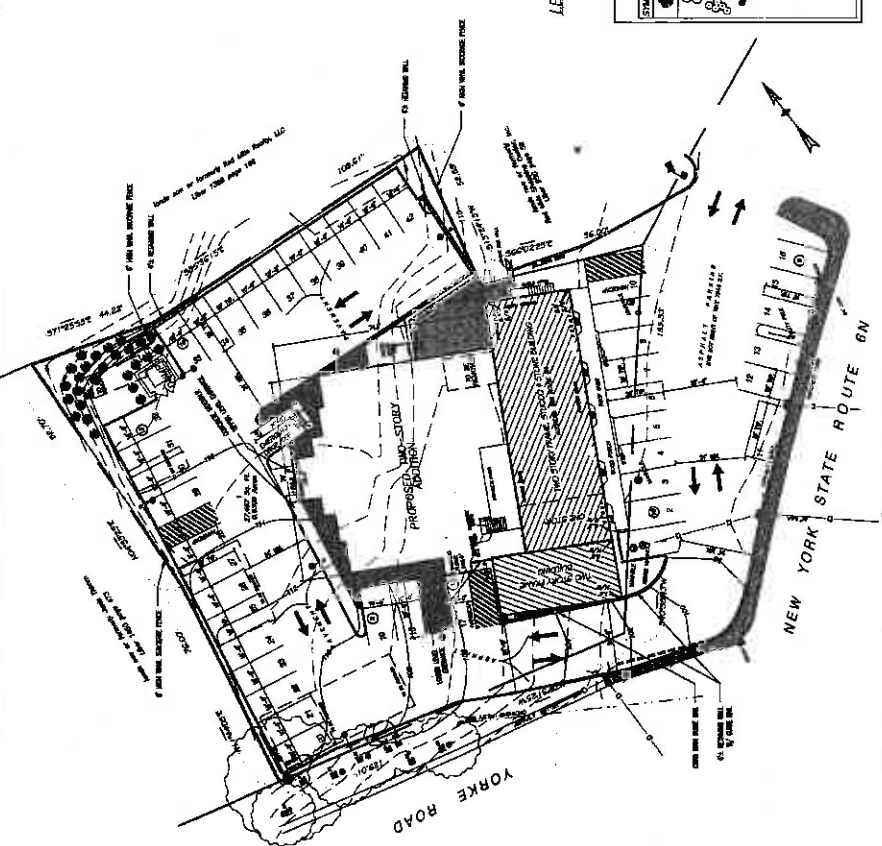
SITE PLAN

REGISTERED
ACADEMIC
COUNCIL
OF
THE
NORTH
AMERICAN
NATIVE
PEOPLES
CONFERENCE

AS-100

DECISION OF THE ZBA [DATED 4/25/13]

VETERINARY EMERGENCY FACILITY: THE VETERINARY EMERGENCY FACILITY IS ONE WITH THE PRIMARY FUNCTION OF RECEIVING, TREATING AND MONITORING OF EMERGENCY PATIENTS DURING ITS SPECIFIED HOURS OF OPERATION; GENERALLY DURING THE HOURS WHEN TYPICAL VETERINARY OFFICES ARE NOT OPEN FOR OPERATION. A VETERINARIAN IS IN ATTENDANCE AT ALL HOURS OF OPERATION AND INSTRUMENTATION, MEDICATIONS AND SUPPLIES MUST BE SUFFICIENT TO PROVIDE AN APPROPRIATE LEVEL OF EMERGENCY CARE.



<p>UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION WASHINGTON, D. C. 20535</p> <p>MEMORANDUM FOR THE DIRECTOR, FBI FROM: SAC, NEW YORK (100-100000) SUBJECT: [REDACTED]</p> <p>RE: [REDACTED]</p> <p>1. [REDACTED]</p> <p>2. [REDACTED]</p> <p>3. [REDACTED]</p> <p>4. [REDACTED]</p> <p>5. [REDACTED]</p> <p>6. [REDACTED]</p> <p>7. [REDACTED]</p> <p>8. [REDACTED]</p> <p>9. [REDACTED]</p> <p>10. [REDACTED]</p> <p>11. [REDACTED]</p> <p>12. [REDACTED]</p> <p>13. [REDACTED]</p> <p>14. [REDACTED]</p> <p>15. [REDACTED]</p> <p>16. [REDACTED]</p> <p>17. [REDACTED]</p> <p>18. [REDACTED]</p> <p>19. [REDACTED]</p> <p>20. [REDACTED]</p> <p>21. [REDACTED]</p> <p>22. [REDACTED]</p> <p>23. [REDACTED]</p> <p>24. [REDACTED]</p> <p>25. [REDACTED]</p> <p>26. [REDACTED]</p> <p>27. [REDACTED]</p> <p>28. [REDACTED]</p> <p>29. [REDACTED]</p> <p>30. [REDACTED]</p> <p>31. [REDACTED]</p> <p>32. [REDACTED]</p> <p>33. [REDACTED]</p> <p>34. [REDACTED]</p> <p>35. [REDACTED]</p> <p>36. [REDACTED]</p> <p>37. [REDACTED]</p> <p>38. [REDACTED]</p> <p>39. [REDACTED]</p> <p>40. [REDACTED]</p> <p>41. [REDACTED]</p> <p>42. [REDACTED]</p> <p>43. [REDACTED]</p> <p>44. [REDACTED]</p> <p>45. [REDACTED]</p> <p>46. [REDACTED]</p> <p>47. [REDACTED]</p> <p>48. [REDACTED]</p> <p>49. [REDACTED]</p> <p>50. [REDACTED]</p> <p>51. [REDACTED]</p> <p>52. [REDACTED]</p> <p>53. [REDACTED]</p> <p>54. [REDACTED]</p> <p>55. [REDACTED]</p> <p>56. [REDACTED]</p> <p>57. [REDACTED]</p> <p>58. [REDACTED]</p> <p>59. [REDACTED]</p> <p>60. [REDACTED]</p> <p>61. [REDACTED]</p> <p>62. [REDACTED]</p> <p>63. [REDACTED]</p> <p>64. [REDACTED]</p> <p>65. [REDACTED]</p> <p>66. [REDACTED]</p> <p>67. [REDACTED]</p> <p>68. [REDACTED]</p> <p>69. [REDACTED]</p> <p>70. [REDACTED]</p> <p>71. [REDACTED]</p> <p>72. [REDACTED]</p> <p>73. [REDACTED]</p> <p>74. [REDACTED]</p> <p>75. [REDACTED]</p> <p>76. [REDACTED]</p> <p>77. [REDACTED]</p> <p>78. [REDACTED]</p> <p>79. [REDACTED]</p> <p>80. [REDACTED]</p> <p>81. [REDACTED]</p> <p>82. [REDACTED]</p> <p>83. [REDACTED]</p> <p>84. [REDACTED]</p> <p>85. [REDACTED]</p> <p>86. [REDACTED]</p> <p>87. [REDACTED]</p> <p>88. [REDACTED]</p> <p>89. [REDACTED]</p> <p>90. [REDACTED]</p> <p>91. [REDACTED]</p> <p>92. [REDACTED]</p> <p>93. [REDACTED]</p> <p>94. [REDACTED]</p> <p>95. [REDACTED]</p> <p>96. [REDACTED]</p> <p>97. [REDACTED]</p> <p>98. [REDACTED]</p> <p>99. [REDACTED]</p> <p>100. [REDACTED]</p>	<p>101. [REDACTED]</p> <p>102. [REDACTED]</p> <p>103. [REDACTED]</p> <p>104. [REDACTED]</p> <p>105. [REDACTED]</p> <p>106. [REDACTED]</p> <p>107. [REDACTED]</p> <p>108. [REDACTED]</p> <p>109. [REDACTED]</p> <p>110. [REDACTED]</p> <p>111. [REDACTED]</p> <p>112. [REDACTED]</p> <p>113. [REDACTED]</p> <p>114. [REDACTED]</p> <p>115. [REDACTED]</p> <p>116. [REDACTED]</p> <p>117. [REDACTED]</p> <p>118. [REDACTED]</p> <p>119. [REDACTED]</p> <p>120. [REDACTED]</p> <p>121. [REDACTED]</p> <p>122. [REDACTED]</p> <p>123. [REDACTED]</p> <p>124. [REDACTED]</p> <p>125. [REDACTED]</p> <p>126. [REDACTED]</p> <p>127. [REDACTED]</p> <p>128. [REDACTED]</p> <p>129. [REDACTED]</p> <p>130. [REDACTED]</p> <p>131. [REDACTED]</p> <p>132. [REDACTED]</p> <p>133. [REDACTED]</p> <p>134. [REDACTED]</p> <p>135. [REDACTED]</p> <p>136. [REDACTED]</p> <p>137. [REDACTED]</p> <p>138. [REDACTED]</p> <p>139. [REDACTED]</p> <p>140. [REDACTED]</p> <p>141. [REDACTED]</p> <p>142. [REDACTED]</p> <p>143. [REDACTED]</p> <p>144. [REDACTED]</p> <p>145. [REDACTED]</p> <p>146. [REDACTED]</p> <p>147. [REDACTED]</p> <p>148. [REDACTED]</p> <p>149. [REDACTED]</p> <p>150. [REDACTED]</p> <p>151. [REDACTED]</p> <p>152. [REDACTED]</p> <p>153. [REDACTED]</p> <p>154. [REDACTED]</p> <p>155. [REDACTED]</p> <p>156. [REDACTED]</p> <p>157. [REDACTED]</p> <p>158. [REDACTED]</p> <p>159. [REDACTED]</p> <p>160. [REDACTED]</p> <p>161. [REDACTED]</p> <p>162. [REDACTED]</p> <p>163. [REDACTED]</p> <p>164. [REDACTED]</p> <p>165. [REDACTED]</p> <p>166. [REDACTED]</p> <p>167. [REDACTED]</p> <p>168. [REDACTED]</p> <p>169. [REDACTED]</p> <p>170. [REDACTED]</p> <p>171. [REDACTED]</p> <p>172. [REDACTED]</p> <p>173. [REDACTED]</p> <p>174. [REDACTED]</p> <p>175. [REDACTED]</p> <p>176. [REDACTED]</p> <p>177. [REDACTED]</p> <p>178. [REDACTED]</p> <p>179. [REDACTED]</p> <p>180. [REDACTED]</p> <p>181. [REDACTED]</p> <p>182. [REDACTED]</p> <p>183. [REDACTED]</p> <p>184. [REDACTED]</p> <p>185. [REDACTED]</p> <p>186. [REDACTED]</p> <p>187. [REDACTED]</p> <p>188. [REDACTED]</p> <p>189. [REDACTED]</p> <p>190. [REDACTED]</p> <p>191. [REDACTED]</p> <p>192. [REDACTED]</p> <p>193. [REDACTED]</p> <p>194. [REDACTED]</p> <p>195. [REDACTED]</p> <p>196. [REDACTED]</p> <p>197. [REDACTED]</p> <p>198. [REDACTED]</p> <p>199. [REDACTED]</p> <p>200. [REDACTED]</p>
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