

**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*

**TOWN BOARD WORK SESSION**  
**Wednesday, May 28, 2014 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

**Town Board Work Session:**

1. Review of Town Board Minutes, April 23 and May 7, 2014
  2. Pat Genna, Justice Court – Consider Proposals for Purchase and Installation of Security Cameras and Flooring in Town Hall Meeting Rooms and Justice Court (Justice Court Assistance Program Grant Funding)
  3. John Folchetti, PE, Engineering Consultant - Consider Proposal for Engineering Services MS4 Dry Weather Outfall Inspections
  4. Consider Agreement with Putnam County for the Collection of Electronic Waste
- **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**

**Executive Session:**

1. Glenn Droese, Assessor –Proposals Tax Certiorari Appraisals
2. Board Vacancies
3. Police- Personnel Discussion/Definition Minimum Manning
4. PBA Negotiation Update



**Joseph J. Spofford, Jr.**  
Town Justice

**JUSTICE COURT**  
Town Of Carmel  
Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. 845-628-1500 Fax: 845-628-4550

**Thomas J. Jacobellis**  
Town Justice

#2

To: Kenneth Scmitt, Town Supervisor  
Frank Lombardi  
John Lupinacci  
Suzanne McDonough  
Jonathan Schneider

☒ Work Session 5/28/14  
☐ Agenda \_\_\_\_\_

From: Pat Genna

Re: 2013-2014 Justice Court Assistance Program (JCAP)

Date: May 21, 2014

I am pleased to advise you that the Carmel Justice Court recently has been awarded a grant through the Justice Court Assistance Program in the amount of \$14,580.00 to purchase reinforced vinyl plank flooring for the court room, the court offices and security cameras. The funds are to be used with 180 days of receipt.

I have attached a break down of the award and costs of the project. Also attached, are copies of three proposals for the flooring and a proposal for the cameras.

Thank you.

*Pat Genna*



**Joseph J. Spofford, Jr.**  
Town Justice

**JUSTICE COURT**  
Town Of Carmel  
Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. 845-628-1500 Fax: 845-628-4550

**Thomas J. Jacobellis**  
Town Justice

To: Supervisor Schmitt  
From: Pat Genna  
Re: JCAP  
Date: March 13, 2014

In response to your email please be advised that the JCAP award for the Court is \$14,580.00.

The following is a break down of the award and costs of the projects:

Flooring in the courtroom:	\$13,817.71
Flooring in the court office:	4,430.43

Total:	\$18,248.14
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2013 Award	\$12,000.00
Carried forward from JCAP	3,453.00
DWI	660.00

Total	\$16,113.00
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Difference needed to complete flooring project:	\$2,135.14
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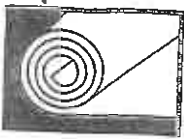
Security (front of courtroom)	\$ 2,160.00
Security (back of courtroom)	900.00

Total:	3,060.00
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2013 Award	2,580.00
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Difference needed to complete security project:	480.00
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Total amount to needed to complete both projects:	\$2,615.14
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**CARPET GIANT**  
 139 Croton Avenue  
 Ossining, New York 10562  
 Tel: 914-762-5068  
 Fax: 914-762-5104

INVOICE #

TO: TOWN OF CARMEL 2833

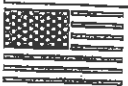
JUSTICE COURT, TOWN H

MAHOPAC NY 10541

PHONE: 845-628-1500 ATT PA

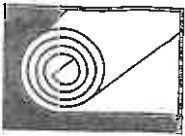
(60 MCALPIN AVE) FAX # 845-628-7085

SALESPERSON	DATE ORDERED	DATE SHIPPED	TERMS	
Joe	08/19/13			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
117 CARTONS	Tarket - MAIN COURTROOM			
2,243.95 S/F	LUXURY 20 MILS, TRITONITE REINFORCED VINYL PLANK, MAINTENANCE-FREE FLOOR.	@ 5.75 S/F	13,017.71	
300 L/F	4" COVE BASE	@ 2.00 L/F	600.00	
	COST-WILL REMOVE CHAIRS AND ANY COMPUTERS BEFORE INSTALL.			
	SOME AREAS NEED SMOOTH COAT.			
51 L/F	VINYL TRANSITION.	@ 3.92	200.00	N/C
* CUSTOMER IS RESPONSIBLE TO MOVE FURNITURE. * CUSTOMER AGREES TO PAY PER SQUARE FOOT TO MOVE FURNITURE. * ALL SPECIAL ORDERS THAT ARE CANCELLED WILL BE SUBJECT TO A 20% RESTOCKING CHARGE. * A MINIMUM DEPOSIT OF 50% IS REQUIRED AT THE TIME OF ORDERING. * PAYMENT OF BALANCE IS EXPECTED UPON COMPLETION OF SERVICE.				
DELIVERY INSTRUCTIONS:		SUBTOTAL	13,817.71	
		SALES TAX		
		TOTAL		
		DEPOSIT		
		AMT DUE		
CUSTOMER SIGNATURE _____				



*Thank You*

OFFICE COPY



**CARPET GIANT**  
 139 Croton Avenue  
 Ossining, New York 10562  
 Tel: 914-762-5068  
 Fax: 914-762-5104

INVOICE #

TO: TOWN OF CARMEL 2835

JUSTICE COURT, TOWN HALL

MAHOPAC NY 10541

PHONE: 845-628-7585 ATT PAI

FAX # 845-628-7085

SALESPERSON	DATE ORDERED	DATE SHIPPED	TERMS	
Joe	08/19/13			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
35 CARTONS	TARKETT - PAT'S OFFICE			
677.25 S/F	LUXURY 20 MIL, TRITONITE REINFORCED VINYL PLANK.	e 5.75 S/F	3894.18	
	MAINTENANCE - FREE FLOOR			
120 L/F	4" COVE BASE	e 2.00 L/F	240.00	
75 YD'S	RIP UP & TAKE AWAY OLD CARPET.	e 3.95	296.25	
	FURNITURE & COMPUTER, PHONE'S WILL BE MOVED BEFORE INSTALL.			
* CUSTOMER IS RESPONSIBLE TO MOVE FURNITURE. * CUSTOMER AGREES TO PAY PER SQUARE FOOT TO MOVE FURNITURE. * ALL SPECIAL ORDERS THAT ARE CANCELLED WILL BE SUBJECT TO A 20% RESTOCKING CHARGE. * A MINIMUM DEPOSIT OF 50% IS REQUIRED AT THE TIME OF ORDERING. * PAYMENT OF BALANCE IS EXPECTED UPON COMPLETION OF SERVICE.				
DELIVERY INSTRUCTIONS:		SUBTOTAL	4430	43
		SALES TAX		
		TOTAL		
		DEPOSIT		
		AMT DUE		
CUSTOMER SIGNATURE _____				



*Thank You*

OFFICE COPY

AUG 23, 2013  
TOWN OF CARMEL  
MAHOPAC, 10541  
845-628-1500-PAT

## Fishkill Flooring

### Pure Clean Carpet Cleaning

47 Circle Dr  
Hopewell Jct NY  
Phone: 914-475-6397  
Fax: 845-896-1451  
Email: Fishkillfloors@optonline.net

DESCRIPTION	unit price	AMOUNT
1) MAIN COURTROOM - TARKETT COMMERCIAL		
2400S.F VINYL WOOD PLANKING	6.48	15,552.00
350 FT VINYL BASE	2.75	962.50
50 FT TRANSITIONS	4.00	200.00
2) RECEPTION AREA/HALLS - SAME TARKETT		
750 S.F. PLANKING	6.48	4,860.00
200 FT. VINYL BASE	2.75	550.00
REMOVE EXISTING CARPET		450.00
25 FT TRANSITIONS	4.00	100.00
3) CLERK'S OFFICE - SAME TARKETT		
700 S.F. PLANKING	6.48	4536.00
120 FT BASE	2.75	330.00
REMOVE CARPET		475.00

CUSTOMER UNDERSTANDS THERE WILL BE A CHARGE FOR  
ANY FURNITURE THAT IS NOT REMOVED FROM AREAS.

Make all checks payable to Fishkill Flooring. If you have any  
questions concerning this invoice, contact Rick @ 914-475-6397, or email  
Fishkillfloors@optonline.net

THANK YOU FOR YOUR BUSINESS!

TOTAL \$ 28,015.50

**Fax: 914-723-1200**

TO: Town of Carmel  
Justice Court, Town of  
Mahopac NY 10541  
PHONE: 845-628-1500/Pat  
fax 845-628-7085

SALESPERSON	DATE ORDERED	DATE SHIPPED	TERMS	
K	8/22/2013			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
700 S/F	60 McAlpin Ave - Pat's office Mannington Nature's Path - vinyl plank - glued down	6.35	4375 -	
120 ft	cone base	2.15	258 -	
	Rip up existing carpet & dispose Room will be empty		450 -	
* CUSTOMER IS RESPONSIBLE TO MOVE ANY AND ALL FURNITURE UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH THE STORE.				
* ALL INSTALLATIONS WILL BE LEFT VACUUM READY.				
* NOT RESPONSIBLE FOR DISCONNECTING OR RECONNECTING ELECTRICAL EQUIPMENT.				
* ADDITIONAL CHARGE FOR CARTING ANY CARPETING.				
* ALL SPECIAL ORDERS THAT ARE CANCELLED ARE SUBJECT TO A 30% RESTOCKING CHARGE.				
* PLEASE REVIEW REVERSE SIDE FOR IMPORTANT INFORMATION.				
* A MINIMUM DEPOSIT OF 30% IS REQUIRED AT THE TIME OF ORDERING.				
* PAYMENT OF BALANCE IS EXPECTED UPON COMPLETION OF SERVICE.				
		SUBTOTAL	5083 -	
		SALES TAX		
		TOTAL		
		DEPOSIT		
		AMT DUE		

# RESTOCKER CARPET DESIGNS, INC.

"Quality You Can Stand On"

785 White Plains Road  
Scarsdale, New York 10563

Tel: 914-723-2070

Fax: 914-723-1209

TO: Town of Carmel  
Justice Court Town Hall  
Mahopac, N.Y. 10541  
PHONE: 845-628-1508 / PAT  
FAX 845-628-7085

SALESPERSON	DATE ORDERED	DATE SHIPPED	TERMS	
<i>K</i>	<i>8/22/2013</i>			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
<i>2380 SF</i>	<i>60 McAllen Ave - Main Court Room</i> <i>Mannington Nature's Path</i> <i>vinyl plank - glued down</i>	<i>6.25</i>	<i>14,875</i>	<i>-</i>
<i>360 SF</i>	<i>Cove base installed</i>	<i>2.15</i>	<i>774</i>	<i>-</i>
<i>55 ft</i>	<i>Patch existing floor as needed</i> <i>Vinyl mouldings as needed</i>	<i>8.15</i>	<i>450</i>	<i>-</i>
	<i>* Room will be empty *</i>		<i>228</i>	<i>25</i>
<p>* CUSTOMER IS RESPONSIBLE TO MOVE ANY AND ALL FURNITURE UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH THE STORE.</p> <p>* ALL INSTALLATIONS WILL BE LEFT VACUUM READY.</p> <p>* NOT RESPONSIBLE FOR DISCONNECTING OR RECONNECTING ELECTRICAL EQUIPMENT.</p> <p>* ADDITIONAL CHARGE FOR CARTING AWAY CARPETING.</p> <p>* ALL SPECIAL ORDERS THAT ARE CANCELLED ARE SUBJECT TO A 35% RESTOCKING CHARGE.</p> <p>* PLEASE REVIEW REVERSE SIDE FOR IMPORTANT INFORMATION.</p> <p>* A MINIMUM DEPOSIT OF 50% IS REQUIRED AT THE TIME OF ORDERING.</p> <p>* PAYMENT OF BALANCE IS EXPECTED UPON COMPLETION OF SERVICE.</p>				
		SUBTOTAL	<i>16,327.25</i>	
		SALES TAX		
		TOTAL		
		DEPOSIT		
		AMT DUE		





**Commercial Instruments & Alarm Systems, Inc.**  
2 Summit Court, Suite 306 • Fishkill • New York • 12524

## "Tomorrow's Security Today"

### FRONT COURTROOM CAMERA REPLACEMENT

**PROPOSAL SUBMITTED TO:**

Town of Carmel

**MAILING ADDRESS:**

60 McAlpin Avenue  
Mahopac, NY 10541

**EMAIL:**

**PHONE:**

845-628-1500

**JOB NAME:**

Front Courtroom

**ATTN:**

Kenneth Schmitt, Supervisor

**DATE:**

March 12, 2014

**CONSULTANT:**

John Lombardi

**OGS CONTRACT:**

PT65434

*Thank you for the opportunity to submit our proposal for the replacement of one camera in the Courtroom.*

**SCOPE OF WORK:**

*CIA will replace one (1) camera located at the front of the courtroom. Please note that replacement of this camera will involve running new wire to the video recorder located in the Chief's office.*

**DAY/NIGHT DOME IP CAMERA:**

We will replace the current mini-dome camera with a day/night 1080p micro-sized dome IP camera. This camera offers superior image quality, excellent low light capabilities, fast frame rates and a more discreet housing. Features include:

- Dual Encoder H.264/MJPEG
- 1920 x 1080 Resolution
- 1024 Zones of motion detection
- Forensic zooming.
- 1/2.8" progressive scan
- Built-in 4 mm fixed lens

**Note:**

1. All programming is included.

**RECEIVED**

**MAR 12 2014**

**SUPERVISOR'S OFFICE  
TOWN OF CARMEL**

### INVESTMENT DATA

*~ Pricing guaranteed for 60 days and is subject to the \*note below ~*

**REPLACEMENT FEE:** The existing system is rented to the Town. The above equipment will be installed for a fee of Two Thousand One Hundred Sixty dollars (\$2,160.00) and included in the current rental program that covers maintenance, service and inspection.

\*The price provided above is based on the installation of both the front and rear courtroom cameras at the same time (rear camera proposal dated 3/6/14). If the projects are to be done separately, then the installation cost will increase to \$2,710.00 for the front courtroom camera.

**ACCEPTED BY:**

**AUTHORIZED SIGNATURE**

PLEASE TYPE OR PRINT NAME

*This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.*

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.

**U.L. LISTED INSTALLATIONS • ACCESS CONTROL SYSTEMS • CCTV • CENTRAL STATION MONITORING**  
Licenses: NY - 12000016988; CT - 105734

**ADMINISTRATION**  
845-896-9500

**FAX**  
845-896-8887

**MONITORING RESPONSE CENTER**  
845-897-1200

**SERVICE DEPARTMENT**  
845-897-5550



# Commercial Instruments & Alarm Systems, Inc.

2 Summit Court, Suite 306 • Fishkill • New York • 12524

orig: P. Genna  
cc: Supervisor ✓  
Just. Court Corres.  
CIA ✓  
3/12/14

## "Tomorrow's Security Today"

### ADDITIONAL COURTROOM CAMERA

**PROPOSAL SUBMITTED TO:**

Town of Carmel

**MAILING ADDRESS:**

60 McAlpin Avenue

Mahopac, NY 10541

**EMAIL:**

**PHONE:**

845-628-1500

**JOB NAME:**

Rear Courtroom

**ATTN:**

Kenneth Schmitt, Supervisor

**DATE:**

March 6, 2014

**CONSULTANT:**

John Lombardi

**OCS CONTRACT:**

PT65434

Thank you for the opportunity to submit our proposal for the installation of an additional camera to the existing video surveillance system at the Carmel Police Department Headquarters.

**SCOPE OF WORK:**

CIA will furnish and install one (1) camera located at approximately 10' above rear interior hall door on north side facing exterior door viewing anyone entering or exiting the exterior rear courtroom door.

**DAY/NIGHT DOME IP CAMERA:**

We will furnish and install one (1) day/night 1080p micro-sized dome IP camera. This camera offers superior image quality, excellent low light capabilities, fast frame rates and a more discreet housing. Features include:

- Dual Encoder H.264/MJPEG
- 1920 x 1080 Resolution
- 1024 Zones of motion detection
- Forensic zooming.
- 1/2.8" progressive scan
- Built-in 4 mm fixed lens

**CAMERA LICENSE:**

CIA will furnish one camera license for the proposed camera.

**Note:**

1. All programming is included.

RECEIVED

MAR 07 2014

SUPERVISOR'S OFFICE  
TOWN OF CARMEL

### INVESTMENT DATA

**\*\*Pricing guaranteed for 60 days\*\***

**RENTAL FEE:** The existing system is rented to the Town. The above additional equipment can be rented, which provides for all service, annual inspection, and repairs for an installation fee of \$900.00 and an additional monthly fee of \$45.00.

Please note that multiple proposals are being offered. Please add any new monthly rental fees to your current monthly fee of \$632.35.

**ACCEPTED BY:**

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.

**U.L. LISTED INSTALLATIONS • ACCESS CONTROL SYSTEMS • CCTV • CENTRAL STATION MONITORING**  
Licenses: NY - 12000016988; CT - 105734

**ADMINISTRATION**  
845-896-9500

**FAX**  
845-896-8887

**MONITORING RESPONSE CENTER**  
845-897-1200

**SERVICE DEPARTMENT**  
845-897-5550

#3

May 22, 2014

Hon. Kenneth Schmitt, Supervisor  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

☒ Work Session 5/28/14

☐ Agenda \_\_\_\_\_

**RE: PROPOSAL FOR ENGINEERING SERVICES  
MS 4 DRY WEATHER OUTFALL INSPECTIONS**

Dear Supervisor Schmitt:

We are pleased to submit our proposal for professional engineering services required for the conduct of dry weather inspections of the Town's various outfalls in conformance with NYSDEC GP 0-10-002 (MS 4 Permit). As we reported in our most recent annual report, non conduct of dry weather inspections has been a weak spot for the Town during the NYSDEC compliance inspections. The most recent inspection report, dated 5 June 2012, cited the Town for not having conducted dry weather inspections in accordance with the preceeding inspection report of 23 November 2009. The 2012 report established a deadline of May 2013 to have completed such inspections of all outfalls. These have not been completed, largely due to the heavy workload borne by the Town Engineering Department.

For your convenience, we have divided the proposal into five sections as follows:

**SECTION 1 - PROPOSED SCOPE OF WORK**

**SECTION 2 - WORK BY OTHERS**

**SECTION 3 - ESTIMATED COSTS AND PROJECT SCHEDULE**

**SECTION 4 - PAYMENT SCHEDULE**

**SECTION 5 - ADDITIONAL SERVICES**

G 247 ROUTE 100  
Pinewood Business Center  
SOMERS, NY 10589  
914-232-2500  
Fax 914-232-6827

G 156 ORANGE AVENUE  
WALDEN, NY 12586  
845-778-4020  
Fax 845-778-4165

G 26 HAMILTON AVENUE  
MONTICELLO, NY 12701  
845-794-5808  
Fax 845-794-5805

## **SECTION 1 - PROPOSED SCOPE OF WORK**

The general engineering tasks necessary to complete this project, in general order of occurrence, are as follows:

1. Conduct dry weather inspections of Town stormwater outfalls.
  - 1.1 Approximately 500 outfalls identified from existing Town GIS mapping.

Level of Effort:

35 Days (Engineer/Inspector)

## **SECTION 2 - WORK BY OTHERS**

JRFA's scope of work, as specified in this proposal, is limited to the Work outlined in Section 1 above with additional work to be performed upon request. JRFA can provide assistance to the Owner/Client in the procurement and coordination of additional services, as required. Where JRFA retains sub-consultants on behalf of the OWNER they will be billed at cost plus a 5% handling fee.

## **SECTION 3 - ESTIMATED COSTS AND SCHEDULE**

JRFA can commence work immediately on this project. It is estimated that the project can be completed within 90 days of Notice to Proceed. The Engineering Level of Effort and Estimated Costs for this project are as follows:

Task 1	280 MH	\$8,500.00
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Any costs for additional services as outlined below will be billed under our Hourly Rate Schedule (see attached). These costs will not be exceeded without prior authorization of the Owner.

## **SECTION 4 - PAYMENT SCHEDULE**

We will bill you monthly as the work progresses; payment is expected within 30-days of receipt of our invoices. We reserve the right to discontinue or suspend work if outstanding invoices exceed 45 days.

The following costs will constitute a separate item for reimbursement:

- Project connected traveling expenses;
- Printing, reproduction, legal, laboratory, shipping and other costs not attributable to general overhead;
- All agency fees to be paid by Owner.

## **SECTION 5 - ADDITIONAL SERVICES**

Any work not identified herein is specifically excluded. JRFA will provide the Owner with an estimated cost for completing each of the additional services tasks prior to executing the work.

tion. K. Schmitt, Supervisor  
Proposal for Engineering Services  
May 22, 2014  
Page 3

We are available to discuss any aspect of this proposal with you at your convenience. If this proposal is satisfactory please execute and return one copy.

Very truly yours,

**ENGINEER**

\_\_\_\_\_  
John E. Folchetti, P.E.                      Date  
C.E.O.

**OWNER or**  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
Signature                                      Date

JEF/jac  
Attachment  
Cc: File

**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

#4

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

April 28, 2014

☒ Work Session 5/28/14

☐ 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. Because there has been a new Contractor in place since January, this agreement must again be signed by all parties.

Please sign all eight 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.

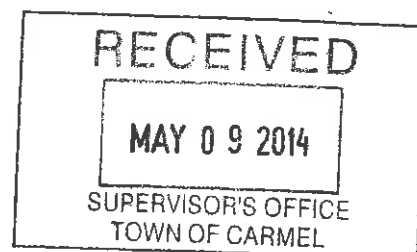
Sincerely,

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

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

AB/mr/jmg

cc: M. 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**

**VINTAGE TECH, LLC**

THIS AGREEMENT, made by and among the following parties:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the COUNTY:

**COUNTY ATTORNEY**

48 Gleneida Avenue  
Carmel, New York 10512

**PUTNAM COUNTY DEPARTMENT OF HEALTH**

1 Geneva Road  
Brewster, New York 10509

To the TOWNS:

**TOWN OF CARMEL**

60 McAlpin Avenue  
Mahopac, New York 10541

**TOWN OF KENT**

25 Sybil's Crossing  
Kent Lakes, New York 10512

**TOWN OF PATTERSON**

1142 Route 311  
Patterson, New York 12563

**TOWN OF PHILIPSTOWN**

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



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

**TOWN OF SOUTHEAST**  
1360 Route 22  
Brewster, New York 10509

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

All notices shall be effective on the date of mailing.

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

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

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

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

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

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

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

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

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

**READ & APPROVED**

**THE COUNTY OF PUTNAM**

\_\_\_\_\_  
Date  
Adrienne Spadaccini  
Senior Deputy County Attorney for  
Risk and Compliance

\_\_\_\_\_  
Date  
MaryEllen Odell  
County Executive

\_\_\_\_\_  
Date  
Jennifer S. Bumgarner  
County Attorney

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

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

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

By: Karrie Gibson CEO  
Please Print Name & Title

Date

**TOWN OF CARMEL**

60 McAlpin Avenue

Mahopac, New York 10541

By:

Please Print Name & Title

Date

**TOWN OF KENT**

25 Sybil's Crossing

Kent Lakes, New York 10512

By:

Please Print Name & Title

Date

**TOWN OF PATTERSON**

1142 Route 311

Patterson, New York 12563

By:

Please Print Name & Title

Date

**TOWN OF PHILIPSTOWN**

238 Main Street

P.O. Box 155

Cold Spring, New York 10516

By:

Please Print Name & Title

\_\_\_\_\_  
Date

**TOWN OF PUTNAM VALLEY**

265 Oscawana Lake Road

Putnam Valley, New York 10579

By: \_\_\_\_\_

Please Print Name & Title

\_\_\_\_\_  
Date

**TOWN OF SOUTHEAST**

1360 Route 22

Brewster, New York 10509

By: \_\_\_\_\_

Please Print Name & Title

**ACKNOWLEDGMENT OF PUTNAM COUNTY:**

STATE OF NEW YORK     )  
  ) ss.:

COUNTY OF PUTNAM     )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF CONTRACTOR:**

STATE OF IL     )  
  ) ss.:

COUNTY OF Will     )

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



Lori Welch  
Notary Public

**ACKNOWLEDGMENT OF TOWN OF CARMEL:**

STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF TOWN OF KENT:**

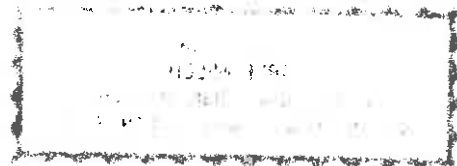
STATE OF NEW YORK )

) ss.:

COUNTY OF PUTNAM )

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

\_\_\_\_\_  
Notary Public



***ACKNOWLEDGMENT OF TOWN OF PATTERSON:***

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

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

\_\_\_\_\_  
Notary Public

***ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:***

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

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

\_\_\_\_\_  
Notary Public



***ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:***

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

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

\_\_\_\_\_  
Notary Public

***ACKNOWLEDGMENT OF TOWN OF SOUTHEAST:***

STATE OF NEW YORK     )

) ss.:

COUNTY OF PUTNAM     )

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

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

## PUTNAM COUNTY INSURANCE REQUIREMENTS

I. It is the requirement of the County of Putnam that for work performed under contract and/or permit authorized by the County and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

- Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
- All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.
- All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
- When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

II. The Contractor shall provide and maintain at its own expense the following minimum insurance coverage:

A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, CE-200 form or U-26.3 - all of these forms are available through your carrier.

B. Commercial General Liability Insurance - Each policy must cover all operations and all locations involved in the contract and include the following:

- \$1,000,000 for each occurrence
- \$50,000 for the Fire Damage Legal Liability Limit
- \$5,000 for the Medical Expense Limit
- \$1,000,000 for the Personal & Advertising Injury Limit
- \$2,000,000 for the General Aggregate Limit
- \$2,000,000 for the Products/Completed Operations Aggregate Limit

C. Commercial Automobile Liability Insurance - Each policy must cover all operations and locations involved in the contract and including the following:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-Owned Automobiles

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

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

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

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

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

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

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

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

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

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

**STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2013

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

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

PRODUCER  
Assurance Agency, Ltd  
1780 E Golf Road  
Suite 1100  
Schaumburg IL 60173

AGENT: Carl Simon  
Tel: (847) 453-7114  
Fax: (847) 453-9123  
Email: CSimon@AssuranceAgency.com

INSURED  
Vintec Tech Recyclers, LLC  
1105 Windham Place  
Romeoville IL 60446

VINTEC-01

INSURANCE (T) Coverage  
INSURANCE (S)  
INSURANCE (O)  
INSURANCE (D)  
INSURANCE (E)  
INSURANCE (F)

## COVERAGES

CERTIFICATE NUMBER: 45319188

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.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	H8301D2D945TCT13	12/1/2013	12/31/2014	EACH OCCURRENCE \$1,000,000 LIMIT TO PERIOD \$900,000 PROD SUP (Per period) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,500,000 PRODUCTS - COMPROP AGG \$2,500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	H8301D2D945TCT13	12/1/2013	12/31/2014	PERSONAL & ADV INJURY \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAMS-MADE	HSRUCUP1D2D945TCT13	12/1/2013	12/31/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 Prod. Corp. Exp. \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVIDER/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Indemnity to 100%) If yes, describe under DESCRIPTION OF OPERATIONS below	HNUR1086101013	12/1/2013	12/31/2014	EL. EACH ACCIDENT \$1,000,000 EL. DISEASE - SA EMPLOYER \$1,000,000 EL. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Description Schedule, if more space is required)

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

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

1) County of Putnam  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: VNTTEC-01

LOC #: \_\_\_\_\_



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Assurance Agency, Ltd		NAMED ENTITY Vintage Tech Recorders, LLC 1105 Wincham Place Romeoville IL 60446	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	RATG CODE		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

Umbrella Follows Form to Primary.

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

**CERTIFICATE OF NYB WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> VINTAGE TECH RECYCLERS, LLC 1105 WINDHAM PKWY ROMEOVILLE, IL 60446  <b>Work Location of Insured (Only required if coverage is specifically linked to certain locations in New York State, i.e., a Wrap-Up Policy)</b>	<b>1b. Business Telephone Number of Insured (630) 305-0822</b>  <b>1c. NYB Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 20-3535847
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> COUNTY OF PUTNAM 48 GLENEIDA AVENUE CARMEL, NEW YORK 10512 ATTN: LAW DEPT./RISK MANAGER	<b>3a. Name of Insurance Carrier</b> Travelers Property Casualty Company of America  <b>3b. Policy Number of entity listed in box "1a"</b> HHUB-1D66181-6-13  <b>3c. Policy effective period</b> 04-21-2013 to 04-21-2014  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

Approved by: Debra Browning

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Debra Browning*

(Signature)

12-10-2013

(Date)

Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6679

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

## **Workers' Compensation Law**

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



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

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only).</b>  VINTAGE TECH RECYCLERS, LLC  1108 WINDHAM PKWY  ROMEOVILLE, IL 60448</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b>  (830) 305-0822</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  20-3636847</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  COUNTY OF PUTNAM  48 GLENEIDA AVENUE  GARMEL, NEW YORK 10612  ATTN: LAW DEPT./RISK MANAGER</p>	<p><b>3a. Name of Insurance Carrier</b>  Travelers Property Casualty Company of America</p> <p><b>3b. Policy Number of entity listed in box "1a"</b>  HHUB-1D98181-6-13</p> <p><b>3c. Policy effective period</b>  04-21-2013 to 04-21-2014</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input checked="" type="checkbox"/> <b>included.</b> (Only check box if all partners/officers included)  <input type="checkbox"/> <b>all excluded or certain partners/officers excluded.</b></p>

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

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

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

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

Approved by: Debra Browning  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Debra Browning* 12-10-2013  
(Signature) (Date)

Title: Compliance Specialist

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

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

## **Workers' Compensation Law**

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

Business name/disregarded entity name, if different from above

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

Address (street, street, and apt. or suite no.)  
**1106 WINDHAM PARKWAY**  
City, state, and ZIP code  
**ROMEONVILLE, IL 60448**  
List account number(s) here (optional)

Requester's name and address (optional)

**Taxpayer Identification Number (TIN)**

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

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

Social security number								
				-				
Employer identification number								
4	8	-	2	8	1	8	9	1

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest 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 > *[Signature]*    Date > **1/17/13**

## General Instructions

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

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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 partner's" share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Contract # \_\_\_\_\_

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

EMPLOYER/BUSINESS/COMPANY NAME: Vintage Tech LLC

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

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

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

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

(7) AMOUNT OF CONTRACT OR EXTENSION: \_\_\_\_\_

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

SUBCONTRACTOR: \_\_\_\_\_

(1) ADDRESS: \_\_\_\_\_

(2) VENDOR # \_\_\_\_\_ (3) TELEPHONE: \_\_\_\_\_

(4) CONTACT: \_\_\_\_\_

(5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: \_\_\_\_\_

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

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

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

STATE OF ~~NEW YORK~~ <sup>Illinois</sup> COUNTY OF Will )  
 ) ss:

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

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

  
(signature of deponent)

Subscribed and sworn to before me this 10 day of December

Notary Public, State of ~~New York~~  
Illinois

