

TOWN BOARD MEETING  
TOWN HALL, MAHOPAC, N.Y.

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 4<sup>th</sup> day of June 2014 at 7:16 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces.

**NEW YORK STATE SENATE 2014 WOMAN OF DISTINCTION AWARD - ANNE PASQUERELLO**

On behalf of the entire Town Board, Supervisor Schmitt acknowledged Anne Pasquerello, confidential secretary and assistant to the Town Board, their nominee recently inducted into the New York State 40th Senate District 3rd Annual Women of Distinction Hall of Fame. Supervisor Schmitt acknowledged Mrs. Pasquerello’s many contributions to the community and commended her for her dedicated service to the Town of Carmel.

**PROCLAMATION PRESENTED TO THE LAKE MAHOPAC GARDEN CLUB**

The Town Board presented the Lake Mahopac Garden Club with a Proclamation in appreciation of their numerous contributions to the beauty of the Town of Carmel and acknowledged all of the members of the Lake Mahopac Garden Club to be “outstanding citizens and friends”.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 4/23/14 AND 5/7/14 - ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on April 23<sup>rd</sup> and May 7<sup>th</sup> 2014 were accepted as submitted by the Town Clerk.

**BOARD OF ARCHITECTURAL REVIEW APPOINTMENT MADE - DANIEL PEARSALL - 6/4/14 - 8/16/16**

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

Resolution  
Offered by: Councilman Schneider  
Seconded by: Councilman Lombardi

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

Supervisor Schmitt congratulated Mr. Pearsall on his appointment and thanked him for his commitment to serve the Town of Carmel.

**WEEK OF JUNE 1<sup>ST</sup> THROUGH JUNE 7<sup>TH</sup> 2014 RECOGNIZED AS NATIONAL GARDEN WEEK AND DECLARED GARDEN WEEK IN THE TOWN OF CARMEL**

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

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

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

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

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

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

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilwoman McDonough and Councilman Schneider

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

**JUSTICE COURT ASSISTANCE PROGRAM - PROPOSAL ACCEPTED FOR COURTROOM AND COURT OFFICE IMPROVEMENTS - CARPET GIANT - NOT TO EXCEED \$18,248.14**

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

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

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

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

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

Resolution

Offered by: Councilman Lupinacci

Seconded by: Councilwoman McDonough

(Cont.)

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

**JUSTICE COURT ASSISTANCE PROGRAM - PROPOSAL ACCEPTED FOR COURTROOM AND COURT OFFICE IMPROVEMENTS - COMMERCIAL INSTRUMENTS AND ALARM SYSTEMS, INC. - NOT TO EXCEED \$3,060.00**

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

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

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

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

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

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilmen Schneider and Lupinacci

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

Supervisor Schmitt explained that the funds for installation of new security cameras and equipment in the courtroom, as well as flooring improvements to be constructed in the courtroom, were obtained through a Justice Court Assistance Program (JCAP) grant submitted by Patricia Genna, Clerk to Town Court. There will be no financial impact on Town of Carmel taxpayers associated therewith.

**MS4 DRY WEATHER OUTFALL INSPECTIONS - PROPOSAL ACCEPTED FOR ENGINEERING SERVICES - J. ROBERT FOLCHETTI & ASSOCIATES, LLC - NOT TO EXCEED \$8,500.00**

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

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

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

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

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

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

**VINTAGE TECH, LLC**

(Cont.)

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;

1

**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

(Cont.)

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:

2

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.

3

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

**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.

4

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.

(Cont.)

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.

5

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.



(Cont.)

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.

6

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.

7

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

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

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

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

8

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:

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

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

9

**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.

(Cont.)

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.

10

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.

11

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

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

12

 Date 6/5/14  
**TOWN OF CARMEL**  
60 McAlpin Avenue  
Mahopac, New York 10541

By: KENNETH SCHMIDT Town Supervisor  
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

By: \_\_\_\_\_  
Please Print Name & Title

Date \_\_\_\_\_

---

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

Date \_\_\_\_\_

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

By: \_\_\_\_\_  
Please Print Name & Title

14

**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.

Yves, the artist, telling  
that I had a very difficult  
time with the photograph.

**Notary Public**

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

**ACKNOWLEDGMENT OF CONTRACTOR:**

STATE OF IL )  
 ) ss.:  
COUNTY OF Will )

On this 6<sup>th</sup> day of May, 2014 before me personally came Karne 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

15

**ACKNOWLEDGMENT OF TOWN OF CARMEL:**

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF PUTNAM )

On this 5<sup>th</sup> day of June, 2014 before me personally came Kenneth Schmitt 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.

PHYLLIS HUNT BOURGES  
Notary Public, State of New York  
No. 01BO4798459  
Qualified in Putnam County  
Certificate Filed in New York County  
Commission Expires July 31, 2017

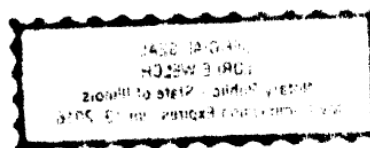
Phyllis Hunt Bourges  
Notary Public

**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:**

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.

**ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:**

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.

17

**ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:**

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**



4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

**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

18

**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.

(Cont.)

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.

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/8/2013
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
<b>PRODUCER</b> Assurance Agency, Ltd 1780 E Golf Road Suite 1100 Schaumburg IL 60173	<b>AGENT</b> Carl Simon Tel: (847) 463-7114      Fax: (847) 463-9123 Email: CSimon@AssuranceAgency.com INSURANCE APPROVED CHECKBOX      DATE #	
<b>INSURED</b> VINTEC-01 Vintage Tech Recyclers, LLC 1108 Winham Place Romeoville IL 60446	INSURANCE A: Tumbler INSURANCE B: INSURANCE C: INSURANCE D: INSURANCE E: INSURANCE F:	

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

COVERAGES		CERTIFICATE NUMBER: 45310108		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	START DATE	END DATE	LIMITS
A	GENERAL LIABILITY	HB0010300405CT1 3	02/1/2013	02/1/2014	EACH OCCURRENCE \$1,000,000 POLICY LIMIT \$2,000,000 MED EXP (per occ) \$10,000 PERSONAL & AD INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	COMMERCIAL GENERAL LIABILITY				
	CLAIMS-MADE				
	OCUR				
	GENL AGGREGATE LIMIT APPLIES PER:				
	POLICY				
	LOC				
A	AUTOMOBILE LIABILITY	HB0010300405CT1 3	02/1/2013	02/1/2014	BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY (per person) \$
	ANY AUTO				
	ALL OWNED AUTOS				
	HYBRID AUTOS				
	SCHEDULED AUTOS				
	UNOWNED AUTOS				
	UNIDENTIFIED AUTOS				
A	UMBRELLA L&B	HB0010300405CT1 3	02/1/2013	02/1/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 Prof. Gen. Exp. \$4,000,000
	EXCESS L&B				
	CLAIMS-MADE				
	OCUR				
	INTENTIONAL				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HN0010300100013	02/1/2013	02/1/2014	EL - EACH ACCIDENT \$1,000,000 EL - CHARGE - EMPLOYER \$1,000,000 EL - CHARGE - POLICY LIMIT \$1,000,000
	ANY PROFESSIONAL/EXECUTIVE/OWNERS/RENTAL/EXCLUDED				
	Y/N				
	N/A				
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 48 Glenville 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 David R. Garrow		
© 1989-2010 ACORD CORPORATION. All rights reserved.					
ACORD 25 (2010/08)		The ACORD name and logo are registered marks of ACORD			

AGENCY CUSTOMER ID: VNTTEC-01

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd		NAMED INSURED Vintage Tech Records, LLC 1105 Windham Place Romeoville IL 60446	
POLICY NUMBER			
OWNER	END DATE	EFFECTIVE DATE:	

ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORMS.	
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.	

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

STATE OF NEW YORK WORKERS' COMPENSATION BOARD CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE	
<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> VINTAGE TECH RECYCLERS, LLC 1105 WINDHAM PKWY ROMEVILLE, IL 60446  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b>	<b>1b. Business Telephone Number of Insured (800) 305-0822</b>  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 20-8636847
<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-1D88191-5-13  <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* 12-10-2013  
(Signature) (Date)  
 Title: Compliance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-670-8679

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.

C-105.2 (9-07)

www.web.state.ny.us

W31F3J07

### 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.

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

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

C-105.2 (9-07) Reverse

W31F3J07

<p><b>Form W-9</b> Rev. December 2011 Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give Form to the requester. Do not send to the IRS.</p>																				
<p>Name (as shown on your income tax return) <b>VINTAGE TECH, LLC</b></p> <p>Business name/ disregarded entity name, if different from above</p>																						
<p>Check appropriate box for federal tax classification:</p> <p><input type="checkbox"/> Individual sole proprietor    <input type="checkbox"/> Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) <span style="float: right;">P</span>    <input type="checkbox"/> Exempt payee</p> <p><input type="checkbox"/> Other (see instructions) &gt;</p>																						
<p>Address (number, street, and apt. or suite no.) <b>1105 BENDHAM PARKWAY</b> City, state, and ZIP code <b>ROSEMONT, IL 60018</b></p> <p>List second address(ies) here (optional)</p>		<p>Requester's name and address (optional)</p>																				
<p><b>Section 1 Taxpayer Identification Number (TIN)</b></p> <p>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, use the Part I instructions on page 8. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 8.</p> <p>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>																						
<p><b>Section 2 Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol> <p><b>Caution:</b> You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.</p>		<p>Model social security number</p> <table border="1" style="width: 100%; text-align: center;"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>0</td></tr> </table> <p>Employer identification number</p> <table border="1" style="width: 100%; text-align: center;"> <tr><td>4</td><td>8</td><td>-</td><td>3</td><td>0</td><td>1</td><td>1</td><td>8</td><td>8</td><td>1</td></tr> </table>	1	2	3	4	5	6	7	8	9	0	4	8	-	3	0	1	1	8	8	1
1	2	3	4	5	6	7	8	9	0													
4	8	-	3	0	1	1	8	8	1													
<p><b>Sign Here</b>    Signature of U.S. person <i>[Signature]</i>    Date <i>11/17/13</i></p>																						
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Purpose of Form</b></p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Check appropriate box for backup withholding if you are a U.S. exempt payee. If you are, you are also certifying that as a U.S. person, your activities (other than any partnership income from a U.S. trade or business) are not subject to the withholding tax on foreign partners' share of effectively connected income.</li> </ol>																						
<p>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.</p> <p><b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> <li>An individual who is a U.S. citizen or U.S. resident alien,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>An estate (other than a foreign estate), or</li> <li>A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul> <p><b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any distributions of cash or property from such business. Partners in such partnerships must use Form W-9 to certify that they are a U.S. person and are not subject to backup withholding. If a partner is 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.</p>																						

4 JUNE 2014  
TOWN BOARD MEETING

(Cont.)

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, Bensenville, IL 60016  
(2) VENDOR # \_\_\_\_\_ (3) CONTRACT ID: \_\_\_\_\_  
(if known) (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 Illinois  
Will ) ss:  
)

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

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

[Signature]  
(signature of deponent)

Subscribed and sworn to before me this 10 day of December

Notary Public, State of Illinois



**OL MAHOPAC, LLC V. TOWN OF CARMEL AND MNQ REALTY, LLC V. TOWN OF CARMEL - PROPOSAL FOR APPRAISAL SERVICES ACCEPTED - LANE APPRAISALS, INC. - NOT TO EXCEED \$5,000 FOR EACH APPRAISAL**

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

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

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

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

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Schneider

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

**CLAIM FORM FROM THE OFFICE OF THE NEW YORK STATE COMPTROLLER - TOWN SUPERVISOR AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF CARMEL**

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

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**PUBLIC COMMENTS - AGENDA ITEMS**

No member of the public wished to comment at this time.

**TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS**

No member of the Town Board wished to comment at this time.

4 JUNE 2014  
TOWN BOARD MEETING

**PUBLIC COMMENTS - OPEN FORUM**

No member of the public wished to comment at this time.

**TOWN BOARD MEMBER COMMENTS - OPEN FORUM**

Councilwoman McDonough announced that Woofstock 2014 will take place on June 8<sup>th</sup> from 11:00 a.m. to 4:00 p.m. at Sycamore Park. There will be doggy demos, food, raffles, contests, pet adoptions and more.

Councilman Lupinacci announced that the Lake Mahopac Rotary Club will be conducting their annual Duck Race benefit on June 8, 2014 at Sycamore Park commencing at 1:00 p.m.

Councilman Schneider stated that the winner of the Town of Carmel "TOP DOG" Photo Contest will be announced at Woofstock 2014 at Sycamore Park.

Councilman Schneider announced that the Best of Putnam - Shop Putnam Business and Home Expo will be held at Putnam Hospital Center on June 7, 2014 from 11:00 a.m. to 5:00 p.m.

Councilman Lombardi announced that the Town Board is looking for interested and qualified persons to fill the vacancies of Town Historian and Planning Board member. Applicants should submit a letter of interest and resume to Supervisor Kenneth Schmitt by June 18, 2014.

Supervisor Schmitt expressed frustration regarding the dramatic increases over the years to the water rate set by the Water Board of the City of New York for the purchase of water by property owners in Carmel Water District #2. He stated that the Engineering Department will be submitting the Town's objection to the current rate increase and a copy will be posted on the Town of Carmel's website.

Councilman Lupinacci promoted the use of Town of Carmel parks and recreational facilities as perfect options for those residents who plan a staycation this summer.

Councilman Lupinacci urged drivers to be considerate when at the local ball fields and refrain from parking their vehicles in a manner that obstructs clear access for other vehicles.

Supervisor Schmitt addressed the problem of tag sales signs posted throughout the Town of Carmel. Discussion ensued.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Schneider, seconded by Councilman Lombardi, with all Town Board members present and in agreement, the meeting was adjourned at 7:53 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk