

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 25th day of September 2013 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 observed to honor those serving in the United States Armed Forces.

MINUTES OF TOWN BOARD MEETINGS HELD ON 8/21/13 AND 9/3/13 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present voting “aye”, the minutes of the Town Board meetings held on August 21st and September 3rd 2013 were accepted as submitted by the Town Clerk.

TOWN ASSESSOR GLENN DROESE - ATTENDANCE AT NEW YORK STATE SEMINAR FOR ASSESSMENT ADMINISTRATION AUTHORIZED - 10/1/13 THROUGH 10/4/13

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Assessor Glenn Droese to attend the NYS Seminar for Assessment Administration in Lake Placid New York from October 1, 2013 through October 4, 2013; and
BE IT FURTHER RESOLVED that the cost of registration and other necessary expenses be advanced or reimbursed by the Town Comptroller’s Office upon audit and approval.

Resolution
Offered by: Councilman Schneider
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>

HIGHWAY DEPARTMENT - ADVERTISING FOR BIDS FOR WINTER MATERIALS AUTHORIZED

RESOLVED that, pursuant to the request of Michael Simone, Town of Carmel Highway Superintendent, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the purchase of the following items:
• Sand
• Guide Rail
• Winter Mix

BE IT FURTHER RESOLVED that the Highway Superintendent is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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<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>

HUDSON VALLEY FEDERAL CREDIT UNION - TM #55.11-1-42 - BOND RELEASE AUTHORIZED

WHEREAS application has been made by Hudson Valley Federal Credit Union for the total release of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #55.11-1-42; and
WHEREAS said applications have been reviewed by the Town Engineer Ronald J. Gainer, P.E. and release of the bonds has been recommended and approved by the Town Engineer and Town of Carmel Planning Board,
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan for Hudson Valley Federal Credit Union in the amount of \$606,840.00.

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>

SIGNING OF SERVICES AGREEMENT BETWEEN THE COUNTY OF PUTNAM AND CERTAIN MUNICIPALITIES IN THE COUNTY OF PUTNAM FOR ELECTRONIC WASTE RECYCLING - AUTHORIZED

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 Rochester Computer Recycling, LLC dba RC&R Regional Computer Recycling & Recovery 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, and
BE IT FURTHER RESOLVED that a copy of said Services Agreement be filed with the Town Clerk after signature by the Town Supervisor.

Resolution
Offered by: Councilwoman McDonough
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>

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Contract # _____

Services Agreement

Between

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

and

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

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

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

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

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

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

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

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

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

**ROCHESTER COMPUTER RECYCLING & RECOVERY, LLC d/b/a RCR & R,
REGIONAL COMPUTER RECYCLING & RECOVERY**, with a principal place of business at 7318 Victor Mendon Road, Victor, New York 14564 (hereinafter referred to as "CONTRACTOR").

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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.

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

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

- a) CONTRACTOR shall provide environmentally responsible collection, environmental disposal and/or recycling of electronic equipment.
- b) CONTRACTOR shall provide each MUNICIPAL PARTY with storage containers to hold all materials collected.
- c) Upon request, CONTRACTOR shall collect materials from each MUNICIPAL PARTY, subject to the CONTRACTOR'S reasonable scheduling needs.
- d) CONTRACTOR shall provide transportation assistance, if requested.
- e) CONTRACTOR shall provide the MUNICIPAL PARTIES with all appropriate documents and labels for materials, including a report detailing the amount of materials collected at each Collection Site.
- f) CONTRACTOR shall provide government compliance notification if requested.

The Parties hereto agree that CONTRACTOR has the exclusive right to collect and dispose of all the MUNICIPAL PARTIES' accumulated idle, obsolete or non-working electronic equipment designated for recycling or disposal. The Parties further agree that services related to certified hard drive data destruction are not part of this Agreement and require a separate Agreement with a specific schedule of services.

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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.

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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.

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

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

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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.

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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.

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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.

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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

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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.

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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 Glencida Avenue
Carmel, New York 10512

To the TOWNS: **TOWN OF CARMEL**
60 McAlpin Avenue
Mahopac, New York 10541

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

TOWN OF PATTERSON
1142 Route 311
Patterson, New York 12563

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

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

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TOWN OF SOUTHEAST
1360 Route 22
Brewster, New York 10509

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

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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.

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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.

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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.

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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
Jennifer S. Bumgarner
County Attorney

Date
William J. Carlin, Jr.
Commissioner of Finance

Date
MaryEllen Odell
County Executive

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

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

By:  _____
Please Print Name & Title
SCOTT PASTORELLI
Client Services Operations Mgr.

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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

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

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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

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[illegible]

On this _____ day of _____, 2013 before me personally came MARYELLEN ODELL to me known, who being by me duly sworn, did depose and say that she resides in Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

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

On this 19th day of August, 2013 before me personally came Scott Proseel to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Mary D. Hanna
Notary Public

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

ACKNOWLEDGMENT OF TOWN OF CARMEL:

On this _____ day of _____, 2013 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF KENT:

On this _____ day of _____, 2013 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

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ACKNOWLEDGMENT OF TOWN OF PATTERSON:

On this _____ day of _____, 2013 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:

On this _____ day of _____, 2013 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

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ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:

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

On this _____ day of _____, 2013 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF TOWN OF SOUTHEAST:

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

On this _____ day of _____, 2013 before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

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ACORD

ROCHE13 OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/13

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

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

PRODUCER
Rose & Kiernan, Inc. (Pitts)
Suite 220
1163 Pittsford-Victor Rd
Pittsford, NY 14534

585-264-0520
585-264-0828

CONTACT NAME:
PHONE:
FAX:
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Greenwich Insurance Company

INSURER B: Cincinnati Insurance Co. 633

INSURER C: Hartford Life & Accident Ins.

INSURER D:

INSURER E:

INSURER F:

INSURED
Rochester Computer Recycling
Recovery DBA Regional Computer
Recycling & Recovery
7318 Victor Mendon Road
Victor, NY 14564

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSURANCE TYPE	TYPE OF INSURANCE	ADD'L SUBS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		GEC003592701	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA0162363	10/01/12	10/01/13	COMBINED SINGLE LIMIT (See occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000		UEC003592801	10/01/12	10/01/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				INSTITUTIONAL \$ CITY \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liab		PEC003592901	10/01/12	10/01/13	Per Claim 1,000,000
C	NYS Disability		LNYS36577	01/01/12		Until Cancelled

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

CERTIFICATE HOLDER

CANCELLATION

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

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

25 SEPTEMBER 2013
TOWN BOARD MEETING

(Cont.)

NYSIF New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604
Phone: (585) 258-2058

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 161521178
ROCHESTER COMPUTER RECYCLING &
RECOVERY LLC DBA RCR&R
7318 STATE ROUTE 251
VICTOR NY 14564

POLICYHOLDER ROCHESTER COMPUTER RECYCLING & RECOVERY LLC DBA RCR&R 7318 STATE ROUTE 251 VICTOR NY 14564		CERTIFICATE HOLDER COUNTY OF PUTNAM ATTN: LAW DEPT/RISK MANAGER 48 GLENEIDA AVENUE CARMEL NY 10512	
POLICY NUMBER R 2094 708-7	CERTIFICATE NUMBER 710080	PERIOD COVERED BY THIS CERTIFICATE 04/08/2013 TO 04/08/2014	DATE 8/12/2013

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2094 708-7 UNTIL 04/08/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

MICHAEL J. WHYTE

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

NEW YORK STATE INSURANCE FUND

Sherrin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

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

U-26.3

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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)
Rochester Computer Recycling & Recovery LLC

Business name (if different from above)
Regional Computer Recycling & Recovery LLC, RCR&R

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

Address (number, street, and apt. or suite no.)
7318 Victor Mendon Road
City, state, and ZIP code
Victor, NY 14564

Requester's name and address (optional)
List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification
Under penalties of perjury, I certify that:
1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here
Signature of U.S. person **Michael J. Whyte**
Date **1/16/13**

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

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
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 partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

25 SEPTEMBER 2013
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: Regional Computer Recycling & Recovery, LLC.

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

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

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

(6) TERM OF CONTRACT OR EXTENSION: _____

(7) AMOUNT OF CONTRACT OR EXTENSION: 0

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

SUBCONTRACTOR: N/A

(1) ADDRESS: _____

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

(4) CONTACT: _____

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

(6) EVIDENCE OF COMPLIANCE: COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN PUTNAM COUNTY CODE, CHAPTER 134, SECTION 5:

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

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

STATE OF NEW YORK COUNTY OF
ONTARIO) ss:

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

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

Scott Pastorell
(signature of deponent)

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

Mary D. Marano
Notary Public, State of New York

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

(Cont.)

New York State Department of Environmental Conservation

Collection Site, Consolidation Facility & Recycling Facility Registration

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

• Receiving: Equipment is initially labeled to identify the client source. We use a proprietary database tracking software called RIPSS (Receiving-Inventory-Process-Security-Services) & Batch System to track incoming CEE by location name, location address & weight

• Sorting: Equipment is sorted and consolidated by major type i.e. printers, monitors, CPU's etc. Equipment is then segregated into working/non-obsolete or non-working/obsolete.

• Working/non-obsolete product is evaluated, refurbished and or dismantled for parts as necessary and funneled through our own retail store or re-marketed through our extensive marketing network.

• Non-working/obsolete product is de-manufactured and processed into base material categories including iron/aluminum, cast aluminum, sheet aluminum, extruded aluminum, cabling/wire, circuit boards (multiple grades), copper, copper bearing scrap, brass, steel, plastics (multiple grades), whole CRT. To further consolidate material we utilize a vertical baler, horizontal baler, and shredder.

• Asset Management: Premium, Option Fee-based services include serial # tracking, electronic data destruction services, asset identification, asset re-marketing, asset destruction, asset tag removal, asset repair and redistribution (optional fee based service).

☐ Check here if additional pages are attached.

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

100,000

Square Feet

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

☒ Computers⁷ ☒ Computer peripherals⁸ ☒ Small electronic equipment⁹ ☒ Small scale servers¹⁰ ☒ Televisions¹¹

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

6 NYCRR Part 360 Permit Number:

☒ N/A

6 NYCRR Part 360 Registration Number:

☒ N/A

6 NYCRR Part 364 Permit Number:

*Application In process

☐ N/A

US EPA ID Number:

NYR000169862

☐ N/A

CCR-REG

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(Rev. 10-13-2010)

New York State Department of Environmental Conservation

Collection Site, Consolidation Facility & Recycling Facility Registration

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

1. Are you planning to pursue certification as a Responsible Recycler (R2/RIO5)?¹²

☒ Yes ☐ No ☐ Currently Certified

2. Are you planning to pursue certification under the e-Stewards program?¹³

☐ Yes ☒ No ☐ Currently Certified

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

Completion of **Part V** of this registration form satisfies the requirement to submit a "C7" notification to the Department pursuant to 6 NYCRR 371.1(c)(7), which states, in part: "Parties who raise a claim that a certain material (such as CEE checked in **Part III** of this registration form) is not a solid or hazardous waste, or is exempt or conditionally exempt from regulation, based on the intent to reclaim, recycle or reuse, must notify the department, in writing, before utilizing the exemption or exclusion."

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

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

25 SEPTEMBER 2013
TOWN BOARD MEETING

(Cont.)

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

☐ Check here if additional pages are attached.

New York State Department of Environmental Conservation Collection Site, Consolidation Facility & Recycling Facility Registration

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

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

Signature:

Type or Print First Name:

Type or Print Last Name:

Phone Number:

Mailing Address:

City:

Date:

Title:

E-mail:

Fax:

State:

Postal (ZIP) Code:

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

First Name:

Title:

Last Name:

E-mail:

Phone Number:

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

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

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

(Cont.)

New York State Department of Environmental Conservation

Collection Site, Consolidation Facility & Recycling Facility Registration

Additional Information

for the Registration Form

1) For more information on the \$250 registration fee required to be paid by electronic waste consolidation facilities and electronic waste recycling facilities, please see the Electronic Equipment Recycling and Reuse Act Registration Fee Form (REG-FEE) available on the Department's website at: <http://www.dec.ny.gov/chemical/65583.html>.

2) "Electronic waste collection site" means a facility at a fixed or temporary site at which electronic waste is accepted from consumers and temporarily stored for more than five days in a calendar year before such waste is transported to an electronic waste consolidation facility or electronic waste recycling facility. Electronic waste collection sites include, but are not limited to, dedicated sites and facilities for the acceptance of electronic waste, and retail stores and outlets, municipal or private electronic waste collection sites and not-for-profit donation sites that have agreed to accept electronic waste. "Electronic waste" means covered electronic equipment that has been discarded or is no longer wanted by its owner, or for any other reason enters the waste collection, recovery, treatment, processing, or recycling system.

3) "Electronic waste consolidation facility" means a facility that receives and stores electronic waste for the purpose of organizing, categorizing or consolidating items of electronic waste before such waste is transported to an electronic waste recycling facility or other electronic waste consolidation facility. Electronic waste consolidation facilities include, but are not limited to, facilities of brokers acting as intermediaries between electronic waste buyers and sellers, and regional centers at which electronic waste is organized, categorized or consolidated after being transported to such centers from electronic waste collection sites or other electronic waste consolidation facilities.

4) "Electronic waste recycling facility" means a facility at which electronic waste is recycled. "Recycle" means to separate, dismantle, or process the materials, components, or commodities contained in electronic waste for the purpose of preparing the materials, components or commodities for use or reuse in new products or components thereof, but not for energy recovery or energy generation by means of combustion, gasification, pyrolysis or other means. Recycling includes manual and mechanical separation of electronic waste to recover materials, components or commodities contained therein for the purpose of reuse or recycling, and changing the physical or chemical composition of electronic waste to segregate components for purposes of recycling those components.

5) A Federal Tax ID Number (also known as an Employer Identification Number or EIN) is used to identify a business entity located in the United States. A site's/facility's Federal Tax ID Number can be found by calling the IRS Business & Specialty Tax Line at (800) 829-4933. The hours of operation are 7:00 a.m. - 10:00 p.m. local time, Monday through Friday. An assistor will ask you for identifying information and provide the number to you over the telephone, as long as you are a person who is authorized to receive it.

6) "Covered electronic equipment" includes a computer, computer peripheral; small electronic equipment; small scale server; or television.

7) "Computer" means an electronic, magnetic, optical, electrochemical or other high-speed data processing device performing a logical, arithmetic or storage function, including a laptop computer and desktop computer, and includes any cable, cord, or wiring permanently affixed to or incorporated into such product, and may include both a computer central processing unit and a monitor.

8) "Computer peripheral" means a monitor; electronic keyboard; electronic mouse or similar pointing device; facsimile machine, document scanner, or printer intended for use with a computer; and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product. "Computer peripheral" shall not include any document scanner or printer which weighs one hundred pounds or more.

9) "Small electronic equipment" means any portable digital music player that has memory capability and is battery-powered, video cassette recorder, a digital video disc player, digital video recorder, digital converter box, cable or satellite receiver, or electronic or video game console, and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product.

10) "Small scale server" means a computer that typically uses desktop components in a desktop form factor, but is designed primarily to be a storage host for other computers. To be considered a small scale server, a computer must have the following characteristics: designed in a pedestal, tower, or other form factor similar to those of desktop computers such that all data processing, storage, and network interfacing is contained within one box/product; intended to be operational twenty-four hours per day and seven days a week; and unscheduled downtime is extremely low (such as on the order of hours per year); is capable of operating in a simultaneous multi-user environment serving several users through networked client units; and designed for an industry accepted operating system for home or low-end server applications.

11) "Television" means a display system containing a cathode ray tube or any other type of display primarily intended to receive video programming via broadcast, cable or satellite transmission, having a viewable area greater than four inches when measured diagonally.

12) For more information on the R2/RIOS standards, visit: <http://www.epa.gov/waste/conserve/materials/recycling/r2practices.htm> and <http://www.certifiedelectronicsrecycler.com/>.

13) For more information on the e-Stewards program, visit: <http://e-stewards.org/>.

CCR-REG

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(Rev. 10-13-2010)

PUBLIC HEARING SCHEDULED FOR 11/6/13 - PROPOSED LOCAL LAW AMENDING THE TOWN CODE TO ADD CHAPTER 112 ENTITLED "PORTABLE BATHROOMS AND FACILITIES"

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, November 6, 2013 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending the Town Code to add Chapter 112 entitled "PORTABLE BATHROOMS AND FACILITIES"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution
Offered by: Councilman Schneider
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>

**25 SEPTEMBER 2013
TOWN BOARD MEETING**

(Cont.)

**Proposed Local Law Enacting Chapter 112 of the Code of the
Town of Carmel, entitled "PORTABLE BATHROOMS AND FACILITIES"**

TOWN OF CARMEL
PROPOSED LOCAL LAW # _____ OF THE YEAR 2013

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

Section 1: PURPOSE

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

Section 2: AMENDMENT OF THE TOWN CODE

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

§ -1. Purpose.

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

§ -2. Authority.

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

§ -3. Enforcement.

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

§ -4. Definitions.

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

PORTABLE BATHROOM

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

VIOLATOR or ANY PERSON WHO VIOLATES ANY PROVISION OF THIS CHAPTER

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

§ -5. Existing and new portable bathrooms.

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

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

B. All portable bathrooms shall be screened as follows:

(a) With a minimum six-foot fence, slatted or solid, either black, brown or hunter green; or

(b) With a minimum six-foot-tall living fence, of such density that the portable bathroom facility or facilities cannot be seen through the living fence. Said living fence must be of evergreen trees and maintained year round; or

(c) With a minimum six-foot-tall wall, made of brick, stone, or other masonry.

§ -6. Penalties for offenses.

A. Failure to comply with any of the provisions of this chapter shall be a violation and, upon conviction thereof, shall be punishable by a fine of not less than \$500 or imprisonment for a period of not more than 10 days, or both, for the first offense. Any subsequent offense shall be punishable by a fine of not less than \$1,000 or imprisonment for a period of not more than 30 days, or both. Each day that a violation occurs shall constitute a separate offense. The owners of premises upon which prohibited acts occur shall be jointly and severally liable for violations of this chapter.

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

**25 SEPTEMBER 2013
TOWN BOARD MEETING**

(Cont.)

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

§104-5 Restrictions on Permits and Permit Issuance

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

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

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

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

§104-6 Permit Fees; duration; exemptions.

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

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

**25 SEPTEMBER 2013
TOWN BOARD MEETING**

(Cont.)

The aforementioned resolution was offered by Councilman Lombardi and seconded by Councilman Schneider. Prior to the roll call vote, Councilman Lombardi stated that the resolution as drafted called for the Public Hearing to be held on October 16, 2013. However, certain members of the Town Board would like to have further discussion regarding the proposed Local Law. Therefore, the resolution was offered with the Public Hearing scheduled for November 6, 2013.

Supervisor Schmitt inquired when the proposed Local Laws will take effect.

Gregory Folchetti, Legal Counsel stated that Local Laws take effect upon filing with the New York State Department of State. Discussion was held regarding the filing timeline with respect to this proposed Local Law.

Councilman Schneider spoke in favor of adding a neighbor notification provision to the proposed Local Law. Discussion ensued.

At the conclusion of all discussion, the resolution was reoffered with an amendment to change the date of the Public Hearing to October 23, 2013 by Councilman Lombardi. It was seconded by Councilman Lupinacci and approved by all.

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.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lupinacci, seconded by Councilman Schneider, with all Town Board members present in agreement, the meeting was adjourned at 7:38 p.m. to the previously scheduled Town Board Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk