

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

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

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

TOWN BOARD WORK SESSION
Wednesday, July 13, 2016 7:00pm

Pledge of Allegiance – Moment of Silence

6:30PM Executive Session:

1. Police Chief Michael Cazzari – Personnel

Special Voting Meeting:

1. Amended Res: Authorizing Entry into Memorandum of Agreement

Town Board Work Session:

1. Review of Town Board Minutes – June 22, & July 6, 2016
2. Consider Addition(s) to the Active List of the Mahopac Volunteer Fire Department
3. Consider 30 Day Waiver of Notice of Requirement in Section 64 of the New York State ABC Law with Respect to a Liquor License for Luigi's Famiglia Cucina, LLC
4. Michael Carnazza, Building & Codes Enforcer and Gordon Moccio, Eagle Scout Candidate, Boy Scout Troop 1, Carmel – Presentation of Eagle Scout Project and Consider Request to Waive Permit Fees
5. Michael Carnazza, Building & Codes Enforcer - Consider Driveway Bond Return TM # 86.6-1-7 Meyerson (\$8,775.00)
6. Mary Ann Maxwell, Town Comptroller – Consider Request for Proposal for Investment Services for Fire Protection District, #1 Mahopac Falls and #2 Mahopac, Length of Service Award (LOSAP)
7. Mary Ann Maxwell, Town Comptroller – Consider Year End 2015 LOSAP Annual Reports for Carmel Fire Protection Districts #'s 1,2,3 and Carmel Ambulance District
8. Mary Ann Maxwell, Town Comptroller – Consider Proposal for Auditing Services for Fiscal Years Ending 2016 and 2017
9. Police Chief Michael Cazzari – Consider IMA (Inter-Municipal Agreement) with the County of Westchester for Use of Firing Range Facility
10. Police Chief Michael Cazzari – Consider Request for Purchase of Software Licenses for the Upgrade Microsoft SQL Server running the Impact Application (Police Department Records Management Software)

11. Carmel Town Board – Discussion to Consider an IMA with the Mahopac Falls Volunteer Fire Department for the Use of Town of Carmel Police Boat
 12. Carmel Town Board – Discussion to Consider Revision(s) to a Proposed Local Law, Chapter 44 Parades, Events and Street Closings
 13. Carmel Town Board – Discussion to Consider Revisions to a Proposed Local Law of the Carmel Town Code Chapter 37 Pertaining to Alarm Devices and Systems
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
 - **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Resolution #1

RESOLUTION AUTHORIZING ENTRY INTO MEMORANDUM OF AGREEMENT

RESOLVED, that the Town Board of the Town of Carmel hereby ratifies and accepts the revised Memorandum of Agreement between the Town of Carmel and the Town of Carmel Lieutenants Benevolent Association for the period of January 1, 2013 through December 31, 2016, dated July 8, 2016, which is attached hereto. The Memorandum of Agreement has been approved by employees in the Lieutenants Benevolent Association and, based up such approval; the Town Board hereby authorizes the Town Supervisor to execute a Collective Bargaining Agreement consistent with the terms of the Memorandum of Agreement.

Resolution

Offered by: _____

Seconded by: _____

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

**Memorandum of Agreement by and
Between
Town Of Carmel
and
Town Of Carmel Lieutenants Benevolent Association**

THIS MEMORANDUM OF AGREEMENT is entered into this 8TH day of ~~June~~ ^{JULY} 2016, by and between the **Town of Carmel** (hereinafter the "Town") and the **Town of Carmel Lieutenants Benevolent Association** (hereinafter the "LBA"), referred to collectively as the "parties".

WHEREAS, the parties have now reached an agreement as of the 8TH day of ~~June~~ ^{JULY} 2016, on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2013 through December 31, 2016, and it is the agreement of the parties to memorialize their understandings, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, the LBA recognizes and acknowledges that the Town's decision to agree to the terms set forth in this Memorandum of Agreement is based upon the Town's desire to efficiently and economically resolve the instant negotiations;

WHEREAS, upon execution of this Memorandum of Agreement by the negotiating committees of both the Town and LBA, the parties agree to comply with the following:

- A. All parties and their representatives to this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the Town and the LBA's membership.
- B. All terms and conditions of the parties' prior collective bargaining agreement, which expired on December 31, 2012, shall remain in full force and effect except as agreed to be modified herein.
- C. The LBA shall hold a ratification vote as soon as possible. Upon finalization of the ratification vote, the LBA shall notify the Town of the results of the LBA's ratification vote.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree that a successor collective bargaining agreement to the one, as extended, as expired on December 31, 2012, shall reflect the following terms:

1. Annual Salary and Overtime

(Article III, ¶ 1): Amend to provide:

Effective January 1, 2013- 2.25%

Effective January 1, 2014- 2.25%

Effective January 1, 2015- 2.0%

Effective January 1, 2016- 2.0%

BK *JO*

2. Retroactive Pay

(Article III, new language): Insert new section below salary schedule as follows:

- Each Employee shall be entitled to retroactive salary payment in a sum representing the increase provided in paragraph 1 of this Article consistent with their appointment to Lieutenant in the Department.

3. Sick Leave

(Article IX, ¶ B): Replace with:

- Effective ratification, any Employee who utilizes five (5) or less sick leave days during the course of the calendar year may receive payout of up to ten (10) sick leave days at the employee's per diem rate.

(Article IX, ¶ C): Replace with:

- Effective ratification, an Employee shall be entitled to accrue unused sick leave up to a maximum of three hundred (300) days.

(Article IX, ¶ D): Amend to reflect:

- Effective ratification, the maximum accrual of sick days reduced from four hundred (400) to three hundred (300).

(Article IX, ¶ E): Replace the schedule to reflect:

- Effective ratification, employees upon retirement can sell back up to 300 sick days at the rate of 50% of their salary rate or 150 days at their present salary rate at retirement. Sick days shall be capped at 300 days.

4. Retirement

(Article X, new ¶ D): Insert the following:

- In accordance with subparagraph (C) of this Article, any Employee hired into the Town Police Department and continually employed on or before December 31, 2015, shall have not be required to contribute to his/her health insurance premium in retirement. Any Employee hired into the Town Police Department and continually employed on or after January 1, 2016, shall be required to contribute to his/her health insurance premium in retirement whatever percentage or dollar amount he or she paid in his or her last year of employment with the Town.

BK *JP*

5. Welfare Benefits

(Article XI, ¶ A): Replace the last sentence with the following:

- Effective January 1, 2016, all employees shall contribute 10.0% of their healthcare insurance premiums. Effective December 31, 2016, unit members shall contribute 12.5% of their contribution towards healthcare insurance premiums.

6. Longevity

(Article XV): Replace the schedule to reflect:

After 5 years	\$1,050
After 8 years	\$1,375
After 12 years	\$1,700
After 17 years	\$2,600

AGREED UPON:

TOWN OF CARMEL

Date

TOWN OF CARMEL LIEUTENANTS
BENEVOLENT ASSOCIATION

B. D. Karst BRAND D. KARST
J. Dearman 07/08/16
John Dearman 7/8/16
Date

BK 70



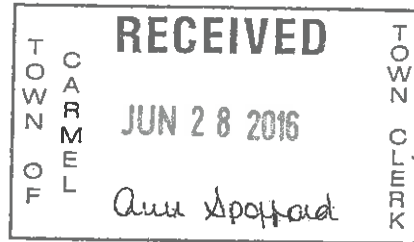
**MAHOPAC VOLUNTEER FIRE
DEPARTMENT**
Office of the President

cc: Legal Counsel
Supervisor
Assessor

WORK SESSION #2

President
Frank Egelsen Jr

Vice President
Matthew R. Bondi



Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845) 628-2174

June 12, 2016


Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

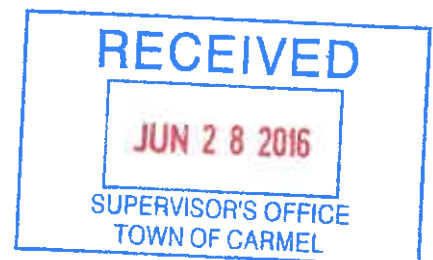
The following person has been added to the Roles of the Mahopac
Volunteer Fire Department.

Christopher Horan Jr.
~~XXXXXXXXXXXXXXXXXXXX~~
~~21 Silver Gate Road~~
Mahopac, NY, 10541
~~XXXXXXXXXXXX~~

Respectfully Submitted


Farah Fieldale,
Corresponding Secretary

Page 1 of 1



MS



**MAHOPAC VOLUNTEER FIRE
DEPARTMENT**
Office of the President

*cc. Legal Counsel
Supervisor
Assessor*

President
Frank Egelsen Jr

Vice President
Matthew R. Bondi

Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845) 628-2174

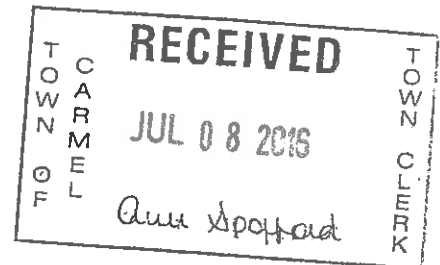
July 5, 2016

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

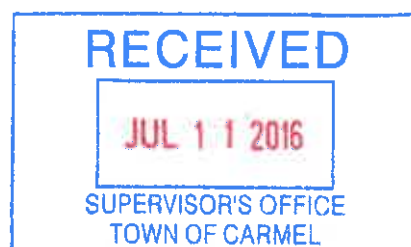
The following person has been added to the Roles of the Mahopac
Volunteer Fire Department.

Taylor McGuinness
~~XXXXXXXXXXXX~~
Mahopac, NY 10541
~~XXXXXXXXXXXX~~



Respectfully Submitted

Farah Fieldale,
Corresponding Secretary



Page 1 of 1

BW

June 30, 2016

Luigi's Famiglia Cucina, LLC
Lek Rukaj
Anton Rukaj
14 Glenvue Dr.
Carmel NY, 10512

Carmel Town Board Members
Town of Carmel
60 McAlpin Ave
Mahopac NY, 10541

Town Board Members,

My father, Lek Rukaj and I, Anton Rukaj, have purchased the business of La Casa Borghetti Inc. at 62 Gleneida Ave, Carmel NY, 15012. The purpose of this letter is to request that the 30-day Advanced Notice to the Board be waived for the NYS Liquor Authority due to the sale of business closing sooner than anticipated. We didn't think that it would be closed until the end of July but the business owner requested that we take it sooner

The business currently has an active wine and beer permit with the liquor authority. Our aspirations are to take over the business after the July 4th weekend and hopefully be issued a temporary permit within a few weeks until the new license is issued to our business.

We appreciate you taking the time to review our request.

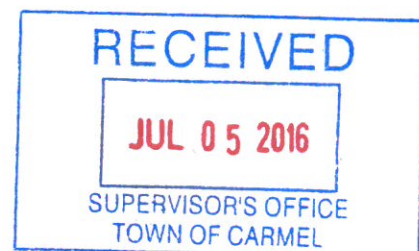
Sincerely



Lek Rukaj



Anton Rukaj





**State Liquor
Authority**

OFFICE USE ONLY
☐ Original ☐ Amended Date _____

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a
Local Municipality or Community Board**
 (Page 1 of 2 of Form)

1. Date Notice Was Sent: 6/30/2016 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change

For **New** applicants, answer each question below using all information known to date.

For **Renewal** applicants, set forth your approved Method of Operation only.

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: Town of Carmel

Applicant/Licensee Information

4. License Serial Number, if Applicable: Expiration Date, if Applicable:

5. Applicant or Licensee Name: Luigi's Famiglia Cucina, LLC

6. Trade Name (if any):

7. Street Address of Establishment: 62 Gleneida Ave

8. City, Town or Village: Carmel ,NY Zip Code: 10512

9. Business Telephone Number of Applicant/Licensee: 914-602-7330

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee: antonrukaj@gmail.com

12. Type(s) of Alcohol sold or to be sold: ☐ Beer & Cider ☒ Wine, Beer & Cider ☐ Liquor, Wine, Beer & Cider

13. Extent of Food Service: ☒ Full food menu;
Full Kitchen run by a chef or cook ☐ Menu meets legal minimum food availability requirements;
Food prep area at minimum

14. Type of Establishment: Restaurant (Full Kitchen & Full Menu required)

15. Method of Operation: (Check all that apply)
☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke
☐ Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):
☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment
☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel
☐ Other (specify):

16. Licensed Outdoor Area: (Check all that apply)
☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
☐ Sidewalk Cafe ☐ Other (specify):



**State Liquor
Authority**

OFFICE USE ONLY

☐ Original☐ Amended

Date _____

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a
Local Municipality or Community Board**
(Page 2 of 2 of Form)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (If Yes SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village: State: Zip Code:
26. Business Telephone Number of Building Owner:

**Representative or Attorney representing the Applicant in Connection with the
application for a license to traffic in alcohol at the establishment identified in this notice**

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village: State: Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: X

From: [Carnazza, Mike](#)
To:
Cc:
Subject:
Date:
Attachments:

All,

Gordon is in Troop 1 Carmel.

Attached is the sketch he provided for the kiosk in memorial of the revolutionary war soldiers. I suggested he provide a Map/Survey to explain where the kiosk will be located.

He would like to appear before the board next Wednesday if possible.

I will be available to come over from the Planning Board if you need me to answer any questions.

Thank you,

Michael Carnazza
Director of Code Enforcement
Building Inspector
Town of Carmel
60 McAlpin Ave.
Mahopac, N.Y. 10541
(845) 628-1500 ext 170

From: Pasquerello, Anne
Sent: Wednesday, July 06, 2016 9:07 AM
To: Carnazza, Mike; Schmitt, Kenneth
Cc: Lombardi, Frank; McDonough, Suzanne; Lupinacci, John; Schneider, Jonathan; "
Subject: RE: Eagle Scout Project
From: Carnazza, Mike

All,

I received the following e-mail from Gordon Moccio, Eagle Scout Candidate, regarding a project at the Baptist Church Cemetery. He will be building a kiosk in memorial of the revolutionary war soldiers. Gordon will be fund raising for the project and will be doing all work he can perform on his own. In the past, we waived the requirement for building permits for these types of projects but I still inspect for code compliance.

Michael Carnazza, My name is Gordon Moccio, and I would like your approval so I can start construction of my eagle scout project. my project is going to be creating a kiosk in memorial of the revolutionary war soldiers. The project will be done at the Baptist Church Cemetery. The kiosk will stand by the entrance for people to see upon walking into the cemetery. The kiosk would include all of the people who are buried in the cemetery, what their contributions were, if any, and would also lay out a grid of the cemetery. I would also like to give the cemetery a cleanup. My plan is to power wash the graves, clean all the dead branches and leaves, and I would like to clip all of the hanging branches that could damage the tombstones.

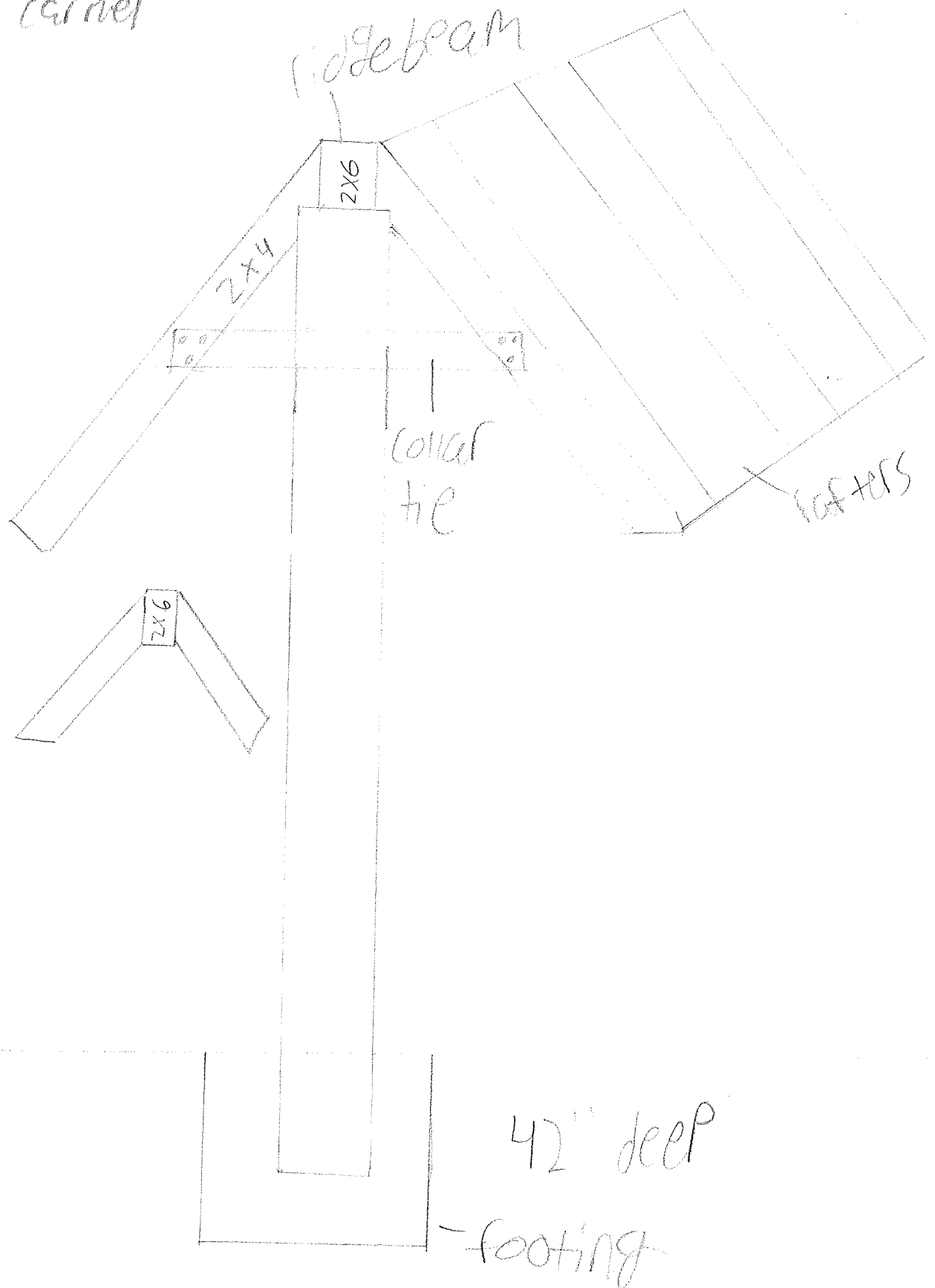
My project would be built out of 4x4 wooden studs, laminent board, Plexiglas, roofing material, and concrete. The 4x4's would go into the ground and be cemented down, the laminent board will sit in between the two studs, covered by Plexiglas to prevent from getting wet. The roofing material would go on the top on the studs to cover anything not covered by the Plexiglas. I would place the completed kiosk right next to the entrance so it is easy to look at and easy to find. I plan on laying out the cemetery so it is very easy to understand where certain graves are. I am going to lay it out in rows and columns, similar to a bingo board. The layout will be easy for everyone to understand. In anticipation of approval, I hope to hear from you very soon.

*Sincerely,
Gordon Moccio
Boy Scout Troop 1*

Gordon MOCIO

845-519-4743

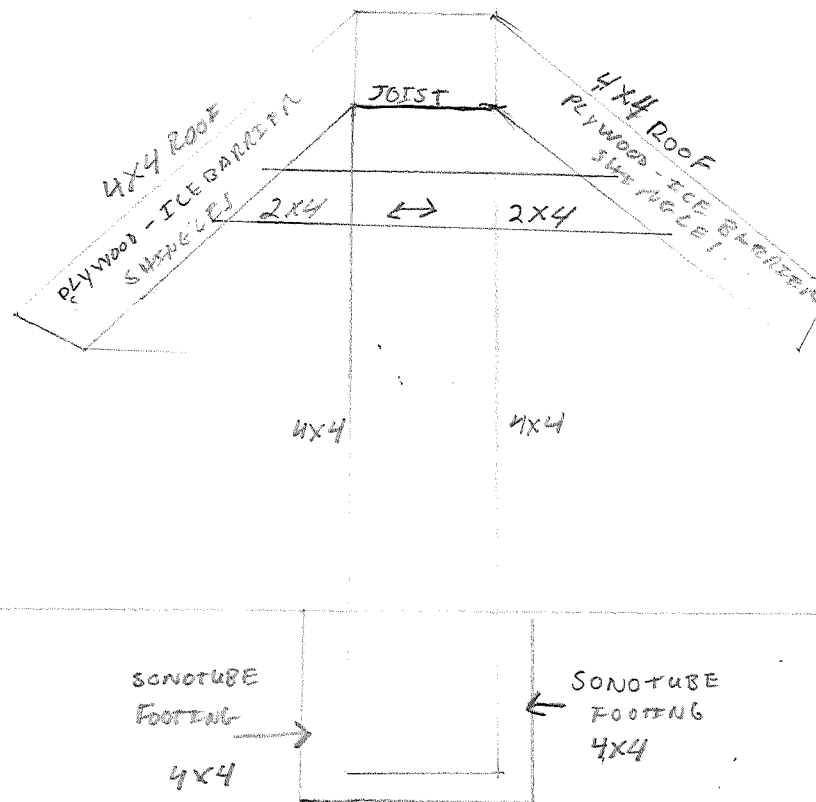
TROOP 1 CORNER



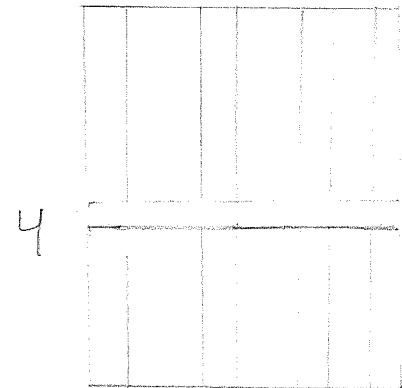
Gordon Maccio

845-519-4743

+roop 1 carmel



roof bottom
view
4



Michael G. Carnazza
Director of Code Enforcement



Kenneth Schmitt
Supervisor

60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Supervisor Kenneth Schmitt
Town of Carmel Town Board

From: Michael Carnazza, Building Inspector

Date: July 5, 2016

Re: Driveway Bond Return

Mr. Michael Meyerson, 60 Grandmeadow Dr., Mahopac, NY 10541, Tm# 86.6-1-7, requested the return of a driveway bond for \$8,775.00 (memo from Rob Vara and copy of check are attached) that was posted to allow the issuance of a Temporary Certificate of Occupancy with an unpaved driveway.

Michael Simone, Highway Superintendent inspected and approved the curb cut on June 8, 2016 and I inspected the property on July 1, 2016 and the driveway is paved and complies with code, therefore, I request a full return of the bond.

**TOWN OF CARMEL
PUTNAM COUNTY, NEW YORK**

Certificate of Occupancy

This certifies that the premises located at

**60 Grand Meadow Dr SBL: 86.6-1-7
Meyerson, Michael**

have been inspected and are hereby in compliance
with all requirements of the applicable provisions of the law.

Erect single family dwelling (4bdr, 2 full baths, 2 half baths, 1 kitchen, famrm, dinrm, livrm, bonus
rm, porch, unfinished basement)

Inspected by: **Michael Carnazza,**
On **5/27/2016**

Pursuant to Building Permit Number **15-0299** Completion Number **15-0299**
Issued on the date of **6/8/2015**

Date **2/8/2016**



Authorized Signature

NOT VALID UNLESS SIGNED IN INK BY A DULY AUTHORIZED AGENT OF THE TOWN OF CARMEL

8000 fee Rd w/Bd.

**Town of Carmel Highway Department
Driveway Final**

ATTENTION: Building Department

Driveway Application #: 11-13

Tax Map #: 86.6-1-7

APPLICANT: MJD Contracting Corp

ROAD: Grand Meadow Dr, #60

Lot: 3

Inspection has been made and approved

Date: 6/8/16



Superintendent of Highways

TEMPORARY CERTIFICATE OF OCCUPANCY

Valid for 120 days only from date of issuance with the following condition(s):

- Pave driveway in compliance with section 59-10€(4)

THIS IS TO CERTIFY THAT THE CONSTRUCTION COMPLETED AT 60 GRAND MEADOW DRIVE, MAHOPAC, N.Y. IS IN CONFORMITY WITH THE PROVISIONS OF THE TOWN OF CARMEL ZONING ORDINANCE AND IN SUBSTANTIAL COMPLIANCE WITH THE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE

**FOR: One Family Dwelling w/ Unfinished Basement and Covered Front Porch
(4 Bedroom, 2 Full and 2 ½ Baths, Liv. Rm., Din Rm., Kit. And Office)
No Deck**

BUILDING PERMIT # 15-0299

WAS ISSUED TO: Michael Meyerson

INSPECTED BY: Michael Carnazza on: 2/8/16

OWNER: Michael Meyerson

ADDRESS: 60 Grand Meadow Dr., Mahopac, NY 10541

TAX MAP# 86.6-1-7

FEE PD: \$100.00

DATE ISSUED: 2/11/2016

TOWN OF CARMEL

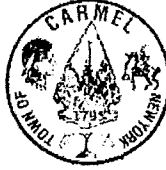


MICHAEL CARNAZZA

DIRECTOR OF CODE ENFORCEMENT

NOT VALID UNLESS SIGNED IN INK BY A DULY AUTHORIZED AGENT OF THE TOWN OF CARMEL

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Mike Carnazza, Building Inspector

From: Robert Vara, Engineering Projects Coordinator 

Date: February 5, 2016

Cc:

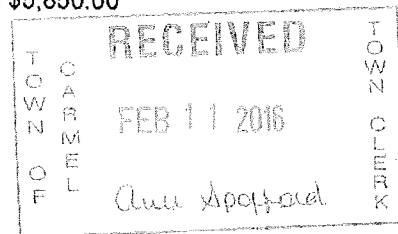
Re: Bond Estimate- Driveway Bond Estimate
Lot 3 Baldwin Estates- TM# 86.6-1-7


The Bond Estimate for completion of the Driveway at the referenced premises is as follows:

1. A. C. Top Course 39 Tons @ \$150.00/Ton = \$5,850.00

Per Town Code §59-10(E)(4) \$5,850.00 X 1.5= \$8,775.00

The recommended Bond Amount is \$8,775.00



 Gemma R. Meyerson
Michael I. Meyerson
~~61 Meyerson Road~~ 60 Graham Dr
Mahopac, NY 10541

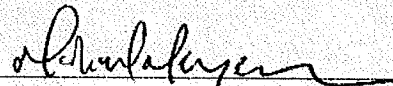
1439
50-7098/2219

2/11 20 15

PAY TO THE ORDER OF Town of Carmel \$ 8,775

Eight thousand seven hundred seventy five DOLLARS

PUTNAM COUNTY SAVINGS BANK
MAHOPAC, NY 10541

FOR BOND 

⑆221970980⑆ 898 1491312⑈ 1439

Tel: (845) 628-1500 Fax: (845) 628-7085 email rjf@ci.carmel.ny.us

G:\Engineering\Planning Board\Baldwin Meadows SD & SP projects\Driveway Bond TM# 86.6-1-7\02-04-2016 Driveway Bond TM# 86.6-1-7.doc

Roy Fredriksen, P.E.
Consulting Engineer
Design Planning Construction

Phone (518) 928-0265
rafredriksenpe@gmail.com

PO Box 950
Mahopac, N.Y. 10541

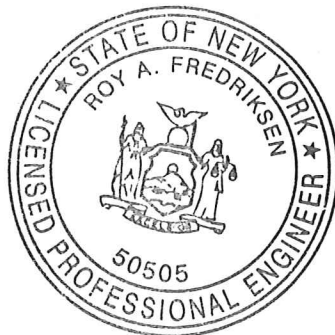
June 1, 2016

Town of Carmel Engineering Dept.
McAlpin Ave, Mahopac, N.Y. 10541
ATT: Mr. Robert Vera

RE: Michael Meyerson
60 Grand Meadow Drive
Town of Carmel
TM 86.6 - 1 - 7

Certificate of Construction Compliance

This is to certify that all improvements shown on the approved Integrated Plot Plan for the referenced lot have been completed substantially in compliance with the same



Very truly yours,

Roy A. Fredriksen

TOWN OF CARMEL, NEW YORK

REQUEST FOR PROPOSAL

INVESTMENT SERVICES FOR

FIRE PROTECTION DISTRICT

LENGTH OF

SERVICE AWARD PROGRAMS

MAHOPAC FALLS FIRE PROTECTION DISTRICT

MAHOPAC FIRE PROTECTION DISTRICT

Approval Date: July 27, 2016

Questions Due Date: August 12, 2016

Submission Due Date: September 7, 2016 @ 4:30 p.m.

Remittance Address: Town of Carmel
ATTN : Town Comptroller's Office
60 McAlpin Ave
Mahopac, New York 10541
Attn: Mary Ann Maxwell

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I. PURPOSE

As the governing board of the Mahopac Falls Fire Protection District and Mahopac Fire Protection District the Town Board of the Town of Carmel seeks proposals for professional investment management consulting services for the defined benefit Service Award Programs for the Town's Fire Protection Districts. These Programs were established by the Town in accordance with Article 11-A for the New York State General Municipal Law.

II. CONTRACT PERIOD

The contract will be awarded for five (5) years from the date of Town Board authorization.

III. SCOPE OF SERVICES

The scope of services shall include the provision of fiduciary investment management and advisory services that will meet or exceed the Town's investment objectives and adherence to the highest fiduciary standards as required by Article 11-A of the New York State General Municipal Law. The Town's objective is to obtain the best possible return on investments consistent within the underlying criteria of liquidity and safety of principal. Service for LOSAP trust funds should include the following:

- A. Provide monthly reports of transactions and holdings to the Comptroller disclosing both cost and market valuations;
- B. Provide quarterly performance reports that display investment performance in comparison to pre-determined investment benchmarks;
- C. Not collect any soft dollar fees from any broker/dealer or other financial firm in relation to services provided to the Town.

Active Management

- a. Monitor portfolio daily.
- b. Working together with the firm retained by the Town to provide administrative and actuary services to monitor cash flow needs.
- c. Monitor the credit worthiness of all investments and provide the Comptroller with detailed evaluations of any downgrades or upgrades or any changes in bond rating and/or credit quality.
- d. Monitor program investments for consistency with the Town's Adopted Investment Policy.

Ongoing Services

- a. Provide monthly statements, detailing holdings and transactions, rate of return and balances.
- b. Review performance via quarterly meetings (or as needed).
- c. Perform ongoing monitoring of portfolio investments and overall strategy.
- d. Periodic review of the Town's investment policy and recommendations for changes as deemed appropriate.
- e. Periodically perform cash flow analysis to reevaluate appropriate allocation to core and liquidity portfolios working together with the firm retained by the Town to provide administrative and actuary services.
- f. Rebalance assets as needed to be consistent with the Town's Adopted Investment Policy.
- g. Perform and communicate portfolio compliance with the Town's Investment Policy and applicable laws.
- h. Develop and present trust related items to the Town for approval as needed for the Town to fulfill its fiduciary responsibility.
- i. Provide analysis and recommendation of trust options as needed.

IV. VENDOR QUALIFICATIONS

- A. Vendor shall be primarily engaged in providing the service as outlined in these specifications.
- B. The name(s) and professional credentials of the investment personnel who will perform the investing an indication of their number of years of experience performing such services in the field of Defined Benefit Length of Service Award Programs and the number of defined benefit plan Service Award Programs for which they have performed such services or similar programs. Please indicate your recommended modifications to the investment policies and procedures, allocation assumptions and/or cost calculation methods currently used to calculate program costs;
- C. An indication of the name or names of any person or persons associated with your firm who will be providing services under your proposal who has been convicted of any crime or was censured/reprimanded/required to pay any damages for misconduct or misrepresentation having to do with the services your firm proposes to provide; and
- D. An explanation of any pending or sustained legal charges against your firm or against any investment or insurance institution whose investment/insurance you recommended be purchased to fund the Town's Service Award Programs.

V. PROPOSAL CONTENT

The submission of a proposal on this service will be considered as a representation that the proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; that the proposer is familiar with all Federal, State, and Local laws and all codes and ordinances of the Town which in any way affect the performance of the work or persons engaged or employed in the performance of said work. Proposals are to be submitted in a format, which allows uniform review and easy access to information, by the evaluation committee. A Table of Contents shall be provided and pages and exhibits numbered in an organized manner.

All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Items to be addressed in the proposal should include the following:

A. RFP Submission Letter

B. Proposer's Credentials

The vendor shall provide, in detail, their credentials in the field of investment management and any information which documents successful and reliable experience in past performances, especially those related to the requirements of this RFP, a description of their corporate experience and background in providing this service requirement, number of years in operation and financial information. Failure to do so may be cause for rejection of proposal.

C. Staff Credentials

The proposal shall include the name, title, address, and telephone number of person(s) who will both manage and be assigned to supervise services under the proposal. This will include a signed, 1-page resume for each, including references detailing their qualifications and experience.

D. Approach

Specific information regarding the process to be utilized and assumptions to be made in determining the results of the valuations. This information should include the additional information listed below:

1. Describe the information and materials that will be needed by the investment advisor from the Town and/or the firm retained by the Town to provide administrative and actuary services in order to manage the portfolio.
2. If a subsidiary or subcontractor is to be responsible for all or part of the execution of this contract, proposers shall also provide the identical level of information for the subsidiary or subcontractor as detailed above.
3. A timeline and a proposed analysis for the portfolio reinvestment process, beginning with an anticipated start date through the full investment of the portfolio.

E. RFP Questions

Please refer to Section IX.

F. References

Please provide *at least* five (5) references, which should include three (3) **current** accounts of similar size and scope and two (2) **previous** accounts of similar size or scope. Please include the following information:

- a. Company name and address.
- b. Contracting officer and telephone number.
- c. Date services were provided.
- d. A brief, written description of the services provided.

G. All costs for work herein described.

VI. EVALUATION CRITERIA

The following criteria will be used in the evaluation of statements of qualifications:

- A. Experience of the firm and the assigned team in providing similar services to public sector clients. (20%)
- B. The qualifications of the individuals who will provide the services. (20%)
- C. Referrals. (10%)
- D. Asset allocation and investment policy. (25%)
- E. Fee Schedule including commissions, transaction costs and all other costs associated with administering the program. (25%)

VII. INCLUSION OF NON-PARTICIPATING FIRE DISTRICTS

The Town of Carmel is asking all responding vendors to indicate their willingness to extend the terms of resulting proposals to other interested Fire Districts within the Town, including the Carmel Fire Protection District and Carmel Fire District. While this clause in no way commits any other Fire Districts to accept the Town of Carmel's awarded vendor, nor does it guarantee that the other Fire Districts will agree to the vendor selected, it does allow the other districts, at their discretion, to make use of the Town of Carmel's RFP process and select the same vendor directly. All agreements made by other Fire Districts shall be understood to be transactions between that Fire District and the awarded vendor. The Town of Carmel shall be not be responsible for any such award.

VIII. CONFIDENTIAL PORTFOLIO DETAILS

For portfolio details and any other questions regarding this RFP please submit a request in writing by mail or e-mail by August 12, 2016. Questions submitted in accordance with this provision will be answered in writing and the questions and answers will be circulated to all vendors that receive a copy of the RFP from the Town. Questions should be directed to Mary Ann Maxwell, Town Comptroller, by mail at the address specified above or by e-mail to **mam@ci.carmel.ny.us**

IX. SUBMITTAL INSTRUCTIONS

A. One (1) original and seven (7) copies of the proposal must be received at the address specified below according to the following guidelines. Proposals are due no later than 4:30 p.m. on September 7, 2016.

Town of Carmel
ATTN : Mary Ann Maxwell
Town Comptroller
60 McAlpin Ave
Mahopac, New York 10541

Proposals must be placed in a sealed envelope bearing the name of the vendor, the vendors address and the title and due date of the proposal. Proposals shall be signed in the name of the vendor and bear the signature of the person duly authorized to bind the firm into a contract. The name, address, and phone number of the point of contact shall be identified.

All proposals become the property of the Town and are subject to the Freedom of Information Law (Public Officers Law, Article 6).

All questions concerning this RFP must be submitted in writing by mail or e-mail and received by the Town Comptroller's Office no later than August 12, 2016.

Questions submitted in accordance with this provision will be answered in writing and the questions and answers will be circulated to all vendors that receive a copy of the RFP from the Town.

Questions should be directed to Mary Ann Maxwell, Town Comptroller, by mail at the address specified above or by e-mail to mam@ci.carmel.ny.us.

It is understood that vendors will independently evaluate the information in this RFP and the Town makes no guarantee of accuracy of such information. By submitting a proposal, a vendor covenants that it will not make any claims for or any right to damages because of any misinterpretation or misunderstanding of the requirements of this RFP or because of any lack of information. The Town will not be responsible for any costs incurred by a vendor in preparing or submitting a proposal, in attending an interview, or for any other costs incurred by a vendor prior to entering into a contract with the successful vendor.

The Town reserves the right to require a vendor to clarify its proposal to ensure a full understanding of the proposal and to request revisions to proposals from vendors susceptible to an award of the contract. Vendors shall not discuss this RFP with employees or volunteer firefighters of the Town who have knowledge of and/or who may participate in the evaluation of the proposals submitted pursuant to the RFP prior to the Town's decision to award a contract.

The Town reserves the right to award the contract to a company other than the company submitting the lower fees/charges. The Town's decision to award the contract will be final. Notification of the award will be made in writing.

X. RFP Questions

****These should be answered and submitted with your proposal****

A. HISTORY AND OWNERSHIP

1. List your firm's complete name, address, e-mail address, telephone and fax numbers. Provide a brief history of your firm, the year it was founded, the location of its headquarters and the location of any other offices.
2. How long has the firm been acting as an investment advisor for LOSAP?
3. Provide a listing of all LOSAP funds, including amount of assets, for which the firm currently acts as an investment advisor.
4. Describe your level of experience and familiarity with government LOSAP funds that you feel differentiates you from the competition.

B. ORGANIZATION

1. Describe the lines(s) of business in your firm, your parent organization and any affiliated companies.
2. Is your firm, its parent, or affiliate a registered investment advisor with the SEC under the Investment Advisors Act of 1940?
3. Within the last ten (10) years has your organization or an officer or principal been involved in any business litigation or other legal proceedings relating to your investment management activities? If so provide an explanation and indicate the current status or disposition.
4. If your firm, its parent, or affiliate is a broker/dealer, do you trade for client accounts through this broker/dealer?
5. Provide certification that your firm will not accept finder's fees or soft dollar rebates or other forms of indirect compensation from investment managers, brokers, dealers or other providers related in any way to the Town's account.

C. EMPLOYEES

1. Identify the investment professionals and other key staff who would be involved in serving our account. Provide biographical data on these individuals.
2. Provide biographies of other key individuals in your firm.
3. Do any of your investment professionals have professional investment certifications, portfolio management or plan sponsor experience? Please give details.

4. Describe the level of experience your investment professionals have working with actuaries and developing funding strategies for LOSAP plans.

5. Describe your firm's compensation arrangement for professional staff.

D. ASSET ALLOCATION & INVESTMENT POLICY

1. What is your firm's investment philosophy and framework for having a deep understanding of asset classes?

2. What is the firm's process for establishing client objectives and developing the Investment Policy Statement?

3. What measures does your firm have in place in order to comply with the Investment Policy Statement?

4. How does your firm determine the asset allocation structure and appropriate asset mix? How does the plan's actuarial data and funding strategy impact this analysis?

5. Does your firm interface with the Town's actuary? If so, in what way?

6. Does your firm allow leveraged investments or derivatives in the proposed investment portfolio? If so, describe in detail.

E. ETHICS

1. Does your firm, its principals and affiliates, subscribe to a professional Code of Ethics? Describe how you address conflicts of interest in providing advice to your clients. Please provide a copy of any formal ethics or conflicts of interest policy.

2. Does your firm carry professional liability or any other relevant insurance? If so, please describe the insurer, the type of insurance coverage, the beneficiary of such coverage, the limits of such coverage, and the deductible amount under coverage. Please provide a current certificate of insurance confirming that such coverage is currently in effect.

3. Is your organization currently aware of any claims or notices of potential claims that have been made or are being made with respect to such policies?

4. Does your firm accept soft dollars as a method of payment for services provided? If so, how do you prevent conflicts of interest? Please list the advantages and disadvantages you see in the use of soft dollars.

5. If hired, will your firm receive any other form of compensation from working with this account that has not yet been disclosed? If yes, what is the form of compensation?

6. Please provide a draft investment advisory services contract for review, as well as information regarding the fiduciary liability insurance and fidelity bonding that your firm would maintain for this account if hired.

7. Provide certification that your firm will serve in a full, fiduciary capacity placing the Town's interest first at all times.

F. FEES

1. Please provide a fee proposal for the services outlined in this request. Explain the fee breakdowns.
2. Please include any additional costs not already listed that are related to the LOSAP trust.
3. Please describe all other fees or expenses

G. MISCELLANEOUS

1. Please indicate any special knowledge your firm has of the investment or funding issues affecting the LOSAP defined benefit plan.
2. Please state why your firm is uniquely qualified to service our account.
3. Please list any services or attributes of your firm related to this RFP not mentioned herein, but that the Town would find helpful.

Town of Carmel Service Award Programs

<u>2016 Contribution Summary</u>	<u>Carmel FPD No. 1</u>	<u>Carmel FPD No. 2</u>	<u>Carmel FPD No. 3</u>	<u>Total</u>
Minimum Contribution Due in 2016:	\$158,021	\$172,573	\$83,897	\$414,491
Penflex Recommended Contribution in 2016:	\$175,000	\$207,000	\$95,000	\$477,000
 <u>2017 Contribution Summary</u>				
Normal Cost:	\$75,040	\$92,155	\$46,166	\$213,361
Unfunded Liability Amortization Payment:	\$57,116	\$59,979	\$30,439	\$147,534
Post EA Service Amortization Payment:	\$44,134	\$37,138	\$11,510	\$92,782
Reimbursement of Comerica Administration Fees:	\$834	\$1,031	\$628	\$2,493
Contribution Timing Adjustment:	\$20,019	\$21,509	\$10,030	\$51,558
Minimum Contribution Due by Town During 2017:	\$197,143	\$211,812	\$98,773	\$507,728
Penflex Recommended 2017 Budget & Contribution:	\$200,000	\$215,000	\$100,000	\$515,000

Town of Carmel Service Award Programs

December 31, 2015 Participant Summary

	Carmel FPD No. 1		Carmel FPD No. 2		Carmel FPD No. 3		Total	
	<u>Participant Counts</u>	<u>2015 Service Credit</u>	<u>Participant Counts</u>	<u>2015 Service Credit</u>	<u>Participant Counts</u>	<u>2015 Service Credit</u>	<u>Participant Counts</u>	<u>2015 Service Credit</u>
Entitled Participants:	35	20	44	18	26	8	105	46
Active Participants:	82	55	98	56	45	36	225	147
Inactive Vested Participants:	26	0	37	0	27	0	90	0
Total:	143	75	179	74	98	44	420	193
Non-Vested Terminations:	2	0	3	0	4	0	9	0
Volunteers Not Participating in Program:	12	0	5	0	10	0	27	0
Total Including Ineligible Volunteers:	157	75	187	74	112	44	456	193

Town of Carmel Service Award Programs

December 31, 2015 Plan Assets Summary

<u>Reconciliation for the Calendar Year 2015</u>	<u>Carmel FPD No. 1</u>	<u>Carmel FPD No. 2</u>	<u>Carmel FPD No. 3</u>	<u>Total</u>
Assets as of 1/1/2015:	\$2,030,820.02	\$2,688,050.17	\$1,734,407.20	\$6,453,277.39
Contributions Made:	\$175,000.00	\$207,000.00	\$95,000.00	\$477,000.00
Benefits Paid:	(\$120,980.00)	(\$185,700.00)	(\$84,120.00)	(\$390,800.00)
Change in Liabilities Payable:	(\$600.00)	(\$1,420.00)	\$120.00	(\$1,900.00)
Change in Investment Income Receivable:	(\$0.95)	(\$1.38)	(\$0.90)	(\$3.23)
Net Investment Income Received:	\$65,358.63	\$85,732.65	\$55,596.85	\$206,688.13
Net Appreciation / (Depreciation):	(\$144,781.99)	(\$189,798.30)	(\$124,191.20)	(\$458,771.49)
Comerica Bank Administration Expense:	(\$834.37)	(\$1,031.16)	(\$627.52)	(\$2,493.05)
Investment Expense:	(\$10,022.05)	(\$13,167.97)	(\$8,527.82)	(\$31,717.84)
Assets as of 12/31/2015:	\$1,993,959.29	\$2,589,664.01	\$1,667,656.61	\$6,251,279.91

Composition of Assets as of 12/31/2015

Share of Investments from RBC Consolidated Statement:	\$1,985,174.15	\$2,576,057.34	\$1,661,372.31	\$6,222,603.80
Contribution Receivable:	\$0.00	\$0.00	\$0.00	\$0.00
Accrued Interest:	\$5.14	\$6.67	\$4.30	\$16.11
Benefits Payable:	\$8,780.00	\$13,600.00	\$6,280.00	\$28,660.00
Assets as of 12/31/2015:	\$1,993,959.29	\$2,589,664.01	\$1,667,656.61	\$6,251,279.91

Note: The end of year balances listed above represents each Fire Protection District's allocated share of the Trust Fund assets. The end of year balance listed is the actual balance; however, due to rounding in the allocation process, the sum of the year's activity may be pennies different than the balance listed.

Town of Carmel
Service Award Programs

Statements of Program Net Assets
for the years ended

	<u>12/31/2015</u>	<u>12/31/2014</u>
	<u>Total</u>	<u>Total</u>
<u>Assets</u>		
Cash & cash alternatives	\$170,311.67	\$1,127,789.69
Receivables		
Sponsor contributions	0.00	0.00
Interest and dividends	16.11	19.34
Total receivables	<u>16.11</u>	<u>19.34</u>
Investments at market value		
Equities	989,774.32	636,076.08
International equities	979,148.76	650,970.83
Fixed income	2,839,065.07	956,829.48
Mixed assets	1,244,303.98	2,708,778.02
Other	0.00	342,253.95
Total investments	<u>6,052,292.13</u>	<u>5,294,908.36</u>
Insurance company contracts at contract value	<u>0.00</u>	<u>0.00</u>
Total Assets	6,222,619.91	6,422,717.39
<u>Liabilities</u>		
January monthly payments made prior December Benefits payable*	<u>32,080.00</u> <u>(3,420.00)</u>	<u>31,140.00</u> <u>(580.00)</u>
Total Liabilities	28,660.00	30,560.00
Net assets held in trust for		
Service Award Program benefits:	\$6,251,279.91	\$6,453,277.39

* See individual program asset reconciliations for details.

Town of Carmel
Service Award Programs

Statements of Changes in Program Net Assets
for the years ended

	<u>12/31/2015</u>	<u>12/31/2014</u>
	<u>Total</u>	<u>Total</u>
<u>Additions</u>		
Sponsor Contributions	\$477,000.00	\$474,585.00
Investment income		
Net appreciation (depreciation)		
in market value of investments	(458,771.50)	(252,025.67)
Interest and Dividends	206,688.13	295,378.70
Change in investment income receivable	(3.23)	(127.96)
Subtotal	(252,086.60)	43,225.07
Less investment expense	(31,717.83)	(32,585.71)
Net investment income	(283,804.43)	10,639.36
 Total Additions	 193,195.57	 485,224.36
<u>Deductions</u>		
Benefits	(390,800.00)	(495,379.24)
Change in liabilities	(1,900.00)	1,220.00
Management expense	0.00	0.00
Administrative expense - Comerica	(2,493.05)	(2,437.80)
 Total Deductions	 (395,193.05)	 (496,597.04)
 Net increase (decrease)	 (201,997.48)	 (11,372.68)
Net assets held in trust for		
Service Award Program benefits		
Beginning of year	6,453,277.39	6,464,650.07
End of year	\$6,251,279.91	\$6,453,277.39

**** SPECIAL COMMENTARY ****

**TOWN OF CARMEL
SERVICE AWARD PROGRAMS**

2016 TOWN SPECIAL COMMENTARY

The minimum required contribution to be made in 2016 and 2017 for all three Service Award Programs is as follows:

Program	2016 Required Contribution	2016 Recommended Contribution	2017 Required Contribution	2017 Recommended Contribution
Carmel FPD No. 1	\$158,021	\$175,000	\$197,143	\$200,000
Carmel FPD No. 2	\$172,573	\$207,000	\$211,812	\$215,000
Carmel FPD No. 3	\$83,897	\$95,000	\$98,773	\$100,000

Note that Penflex recommends that the Town contribute the full amount budgeted for each Program in 2016, and to budget the amount indicated in 2017. For more details regarding the change in contributions for each specific program, as well as a five-year projection of required contributions, please refer to the Special Commentary and Exhibit VII of each Annual Report.

The chart below details the funded ratio of each program. In calculating the annual cost of the program, the goal is to approach a 100% funded ratio over time. We will continue to monitor the program's funding progress and advise the Town if there is any reason for long or short-term concern.

Program	Assets	Present Value of Accrued Benefits (PVAB)	Funded Ratio (Assets ÷ PVAB)
Carmel FPD No. 1	\$1,993,959	\$2,598,797	77%
Carmel FPD No. 2	\$2,589,664	\$3,224,817	80%
Carmel FPD No. 3	\$1,667,657	\$1,989,992	84%



**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 1
SERVICE AWARD PROGRAM**

JANUARY 1, 2016 SPECIAL COMMENTARY

Page 1 of 2

2016 REQUIRED CONTRIBUTION

As reported in the January 1, 2015 Annual Report, the minimum required Trust Fund contribution to be made in 2016 is \$158,021. However, we suggest the Town contribute the full amount budgeted of \$175,000.

2017 REQUIRED CONTRIBUTION

The minimum required contribution due to be paid into the Trust Fund in 2017 is \$197,143.

The minimum required contribution due in 2017 increased about \$40,000 compared to the contribution due in 2016. Please see the enclosed sheet titled "Changes to Penflex Actuarial Cost Methods and Assumptions" for an explanation of recent changes. To summarize, the assumed rate of investment return has been lowered from 6.00% to 5.50%, the Program's total unfunded liability has been amortized over 15 years, and the valuation assets are being smoothed over a three-year period.

Also contributing to the increase in the contribution was a large increase in the number of participants – from 135 as of 1/1/2015 to 143 as of 1/1/2016. This included 10 new firefighters that earned 50 points for the first time.

INVESTMENT RETURN, FUNDED RATIO & FUTURE CONTRIBUTIONS

This is third consecutive year in which the investment return on the Trust Fund assets failed to meet our long-term assumption. We continue to be concerned about the impact of market volatility combined with a low interest rate environment on annual returns and future contributions. We strongly encourage the Town to review the monthly statements and quarterly performance reports from RBC relative to the investment policy. While these losses may be a short-term problem and could be offset by future investment gains (returns in excess of 5.50%), it is important to closely monitor fund performance and communicate with RBC.

Unless investment returns exceed our assumption in the next two years, contributions will further increase as the 2015 actuarial investment losses are phased in over the next two annual contributions. Contributions will also increase slightly as more active participants become entitled and continue to earn service credit, the liability for which is amortized over three years. Please see Exhibit VII in the Annual Report for an estimate of contributions in 2018-2020. Ultimately, we believe the Town should expect contribution levels to reach \$220,000 by 2020.

The funded ratio on a termination basis is 77% as of January 1, 2016, compared to 88% as of January 1, 2015 and 90% as of January 1, 2014. The decrease in the funded ratio is due to the actuarial investment losses over the last three years and the lowering of the assumed rate of investment return. However, excess contributions made by the Town have kept the funded ratio higher than it otherwise would have been, so we encourage the Town to continue this practice. Unless there are actuarial investment gains over the next several years, we expect progress

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 1
SERVICE AWARD PROGRAM**

JANUARY 1, 2016 SPECIAL COMMENTARY

Page 2 of 2

back to a 90%+ funded status to be relatively slow due to the 15-year amortization. The Town can accelerate funding progress by making contributions that are greater than the minimum amount required. We will continue to monitor the program's funded status.

SPECIAL NOTES

Keith McCarthy (11/1/2015), John Mulvaney (12/1/2015) and Gregory Stickart (8/1/2015) reached the entitlement age in 2015. Payments commenced to Mr. Mulvaney and Mr. Stickart, but Mr. McCarthy has not submitted the necessary paperwork for payments to commence. Furthermore, payments have not yet started to James Peterson, who was eligible 12/1/2014. The payments due as of 12/31/2015 have been held as a payable from the program assets.

Non-vested participant Monica Wellington is no longer an active member of the fire department; consequently, her accrued service award and service credit have been completely and permanently forfeited as of December 31, 2015.

Non-vested participant Julio Vallejo failed to earn 50 points for 5 consecutive years; consequently, his accrued service award and service credit have also been completely and permanently forfeited as of December 31, 2015. Note that Carlos Goncalves has failed to earn 50 points for 4 consecutive years, and so he will forfeit his participation if he fails to earn 50 points in 2016.

Michael Mastrantoni and Anthony Vitanza both earned 50 points in 2015, but were under age 18 as of 12/31/2015 and therefore not eligible to participate. They were not awarded service credit for 2015.

Charles Brower was reported as being on military leave in 2015, which is his third year on such leave. He will be eligible to earn service credit for 2013 - 2015 provided that he returns as an active member of the fire department within one year of the expiration of his military leave and subsequently earns another year of service credit.

Carmel Fire Protection District No. 1 Service Award Program

1/1/2016 FACT SHEET

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funding Ratio (A) ÷ (B)</u>
12/31/2011	\$1,732,102	\$2,005,888	\$273,786	86%
12/31/2012	\$1,954,521	\$2,114,954	\$160,433	92%
12/31/2013	\$2,008,209	\$2,226,839	\$218,630	90%
1/1/2015	\$2,030,820	\$2,309,276	\$278,456	88%
1/1/2016	\$1,993,959	\$2,598,797	\$604,838	77%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
12/31/2012	\$123,576	\$133,576	\$10,000	8/14/2013
12/31/2013	\$140,095	\$178,189	\$38,094	8/18/2014
1/1/2014	\$142,515	\$175,000	\$32,485	9/3/2015
1/1/2015	\$158,021	To be determined	To be determined	Due in 2016
1/1/2016	\$197,143	To be determined	To be determined	Due in 2017

Investment Rate of Return

2011: - 1.72%	2012: 11.65%	2013: 1.90%	2014: 0.17%	2015: - 4.44%
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Program Participation Breakdown

	<u>As of 1/1/2015</u>	<u>As of 1/1/2016</u>
Entitled participants (post-EA)	32	35
Active participants (pre-EA)	80	82
Terminated vested participants (pre-EA)	23	26
Total	135	143
Pre-EA participants earning service credit	54	55
Post-EA participants earning service credit	20	20
Total	74	75
Non-vested Terminations	3	2
Volunteers Not Participating in Program:	9	12

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 2
SERVICE AWARD PROGRAM**

JANUARY 1, 2016 SPECIAL COMMENTARY

Page 1 of 2

2016 REQUIRED CONTRIBUTION

As reported in the January 1, 2015 Annual Report, the minimum required Trust Fund contribution to be made in 2016 is \$172,573. However, we suggest the Town contribute the full amount budgeted of \$207,000.

2017 REQUIRED CONTRIBUTION

The minimum required contribution due to be paid into the Trust Fund in 2017 is \$211,812.

The minimum required contribution due in 2017 increased about \$40,000 compared to the contribution due in 2016. Please see the enclosed sheet titled "Changes to Penflex Actuarial Cost Methods and Assumptions" for an explanation of recent changes. To summarize, the assumed rate of investment return has been lowered from 6.00% to 5.50%, the Program's total unfunded liability has been amortized over 15 years, and the valuation assets are being smoothed over a three-year period.

INVESTMENT RETURN, FUNDED RATIO & FUTURE CONTRIBUTIONS

This is third consecutive year in which the investment return on the Trust Fund assets failed to meet our long-term assumption. We continue to be concerned about the impact of market volatility combined with a low interest rate environment on annual returns and future contributions. We strongly encourage the Town to review the monthly statements and quarterly performance reports from RBC relative to the investment policy. While these losses may be a short-term problem and could be offset by future investment gains (returns in excess of 5.50%), it is important to closely monitor fund performance and communicate with RBC.

Unless investment returns exceed our assumption in the next two years, contributions will further increase as the 2015 actuarial investment losses are phased in over the next two annual contributions. Contributions will also increase slightly as more active participants become entitled and continue to earn service credit, the liability for which is amortized over three years. Please see Exhibit VII in the Annual Report for an estimate of contributions in 2018-2020. Ultimately, we believe the Town should expect contribution levels to reach \$250,000 by 2020.

The funded ratio on a termination basis is 79% as of January 1, 2016, compared to 90% as of January 1, 2015 and 91% as of January 1, 2014. The decrease in the funded ratio is due to the actuarial investment losses over the last three years and the lowering of the assumed rate of investment return. However, excess contributions made by the Town have kept the funded ratio higher than it otherwise would have been, so we encourage the Town to continue this practice. Unless there are actuarial investment gains over the next several years, we expect progress back to a 90%+ funded status to be relatively slow due to the 15-year amortization. The Town can accelerate funding progress by making contributions that are greater than the minimum amount required. We will continue to monitor the program's funded status.

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 2
SERVICE AWARD PROGRAM**

JANUARY 1, 2016 SPECIAL COMMENTARY

Page 2 of 2

SPECIAL NOTES

Margaret Grant (1/1/2015), Richard Pottberg (7/1/2015), Michael Rini (3/1/2015) and Georgia Vallen (8/1/2015) reached the entitlement age in 2015. Payments commenced to Mr. Rinni and Ms. Vallen, but Ms. Grant and Mr. Pottberg have not submitted the necessary paperwork. The payments they are due have been held as a payable from the program assets.

Non-vested participants Matthew Macklinhinney, Dina Raimone & Anthony Thomas are no longer active members of the Fire Department; consequently, their accrued service award and service credit have been completely and permanently forfeited as of December 31, 2015.

Non-vested participant Tyler Knapp has failed to earn 50 points for 4 consecutive years. A non-vested participant who fails to earn 50 points in 5 consecutive years will forfeit their participation.

Michael Fernez was again awarded 60 points for a line of duty disability.

Entitled participants Richard Armistead and Christopher Brinkman died during 2015. Mr. Armistead had received the 120-guaranteed monthly payments; therefore, there were no death benefit payable. The beneficiary of Mr. Brinkman elected to receive the remaining portion of the 120-guaranteed monthly payments, the last of which will be made October 1, 2016.

Ryan Mullins earned 50 points in 2015, but was under age 18 as of 12/31/2015 and therefore not eligible to participate. He was not awarded service credit for 2015.

Daniel Fiorio and Christopher Roberto were reported as being on military leave in 2015. They will be eligible to earn service credit for 2015 provided that they return as an active member of the fire department within one year of the expiration of their military leave and subsequently earn another year of service credit.

Carmel Fire Protection District No. 2 Service Award Program

1/1/2016 FACT SHEET

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funding Ratio (A) ÷ (B)</u>
1/1/2012	\$2,320,377	\$2,771,589	\$451,212	84%
1/1/2013	\$2,622,629	\$2,861,442	\$238,813	92%
1/1/2014	\$2,689,013	\$2,939,923	\$250,910	91%
1/1/2015	\$2,688,050	\$2,980,528	\$292,478	90%
1/1/2016	\$2,589,664	\$3,224,817	\$635,153	80%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2013	\$173,871	\$202,323	\$28,452	8/14/2013
1/1/2014	\$171,451	\$201,123	\$29,672	8/18/2014
1/1/2014 (lagged)	\$171,276	\$207,000	\$35,724	9/3/2015
1/1/2015	\$172,573	To be determined	To be determined	Due in 2016
1/1/2016	\$211,812	To be determined	To be determined	Due in 2017

Investment Rate of Return

2011: - 1.72%	2012: 11.65%	2013: 1.90%	2014: 0.17%	2015: - 4.44%
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Program Participation Breakdown

	<u>As of 1/1/2015</u>	<u>As of 1/1/2016</u>
Entitled participants (post-EA)	42	44
Active participants (pre-EA)	96	98
Terminated vested participants (pre-EA)	33	37
Total	171	179
Pre-EA participants earning service credit	58	56
Post-EA participants earning service credit	19	18
Total	77	74
Non-vested Terminations	5	3
Volunteers Not Participating in Program:	8	5

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 3
SERVICE AWARD PROGRAM**

JANUARY 1, 2016 SPECIAL COMMENTARY

Page 1 of 2

2016 REQUIRED CONTRIBUTION

As reported in the January 1, 2015 Annual Report, the minimum required Trust Fund contribution to be made in 2016 is \$83,897.

2017 REQUIRED CONTRIBUTION

The minimum required contribution due to be paid into the Trust Fund in 2017 is \$98,773.

The minimum required contribution due in 2017 increased about \$15,000 compared to the contribution due in 2016. Please see the enclosed sheet titled "Changes to Penflex Actuarial Cost Methods and Assumptions" for an explanation of recent changes. To summarize, the assumed rate of investment return has been lowered from 6.00% to 5.50%, the Program's total unfunded liability has been amortized over 15 years, and the valuation assets are being smoothed over a three-year period.

INVESTMENT RETURN, FUNDED RATIO & FUTURE CONTRIBUTIONS

This is third consecutive year in which the investment return on the Trust Fund assets failed to meet our long-term assumption. We continue to be concerned about the impact of market volatility combined with a low interest rate environment on annual returns and future contributions. We strongly encourage the Town to review the monthly statements and quarterly performance reports from RBC relative to the investment policy. While these losses may be a short-term problem and could be offset by future investment gains (returns in excess of 5.50%), it is important to closely monitor fund performance and communicate with RBC.

Unless investment returns exceed our assumption in the next two years, contributions will further increase as the 2015 actuarial investment losses are phased in over the next two annual contributions. Contributions will also increase due to the increased number of post-entitlement age participants earning service credit (more details under "Special Notes" below). Please see Exhibit VII in the Annual Report for an estimate of contributions in 2018-2020. Ultimately, we believe the Town should expect contribution levels to reach \$130,000 by 2020.

The funded ratio on a termination basis is 84% as of January 1, 2016, compared to 94% as of January 1, 2015 and 96% as of January 1, 2014. The decrease in the funded ratio is due to the actuarial investment losses over the last three years and the lowering of the assumed rate of investment return. However, excess contributions made by the Town have kept the funded ratio higher than it otherwise would have been, so we encourage the Town to continue this practice. Unless there are actuarial investment gains over the next several years, we expect progress back to a 90%+ funded status to be relatively slow due to the 15-year amortization. The Town can accelerate funding progress by making contributions that are greater than the minimum amount required. We will continue to monitor the program's funded status.

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 3
SERVICE AWARD PROGRAM**

JANUARY 1, 2016 SPECIAL COMMENTARY

Page 2 of 2

SPECIAL NOTES

Participants Joseph Fernandez and John Rotella are both over age 60, joined the fire department and earned 50 points for the first time in 2015. Therefore, they immediately become eligible to commence payment of their \$20 accrued monthly service award effective 1/1/2016, pending verification of their age. This is in addition to Patrick Griffin who, in 2014, was over age 60 and earned 50 points for the first time (he earned 50 points in 2015 as well). Assuming these three participants remain active and earn additional service credit in the future, they will cause the post-entitlement age portion of the minimum annual required contribution to increase by over \$8,000 annually over the next several years.

Furthermore, entitled participant Peter Madden has increased his activity and earned 50 points in 2015 for the first time since 2011. These factors will cause the annual contribution to increase over the next several years.

In addition to those noted above, Nelson Barrios (2/1/2015) and George Lockwood (4/1/2015) reached the entitlement age in 2015 and commenced receiving their monthly service award. Neither of these participants have been active for many years, therefore they are not expected to earn additional service credit in the future.

Non-vested participants Greg Ermann, Nicholas Mirko, James Mulvena and Michael Orsini are no longer active members of the Fire Department; consequently, their accrued service award and service credit have been completely and permanently forfeited as of December 31, 2015.

Entitled participants Charles Conklin and Arne Olsen died during 2015. Both had received the 120-guaranteed monthly payments; therefore, there were no death benefits payable.

Mike Denapoli was reported as being on military leave in 2015. He will be eligible to earn service credit for 2015 provided that he returns as an active member of the fire department within one year of the expiration of his military leave and subsequently earns another year of service credit.

Carmel Fire Protection District No. 3 Service Award Program

1/1/2016 FACT SHEET

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funding Ratio (A) ÷ (B)</u>
1/1/2012	\$1,502,218	\$1,664,484	\$162,266	90%
1/1/2013	\$1,711,122	\$1,755,823	\$44,701	97%
1/1/2014	\$1,767,428	\$1,842,541	\$75,113	96%
1/1/2015	\$1,734,407	\$1,850,176	\$115,769	94%
1/1/2016	\$1,667,657	\$1,989,992	\$322,335	84%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2013	\$98,428	\$98,428	\$0	8/14/2013
1/1/2014	\$83,792	\$95,273	\$11,481	8/18/2014
1/1/2014 (lagged)	\$83,185	\$95,000	\$11,815	9/3/2015
1/1/2015	\$83,897	To be determined	To be determined	Due in 2016
1/1/2016	\$98,773	To be determined	To be determined	Due in 2017

Investment Rate of Return

2011: - 1.72%	2012: 11.65%	2013: 1.90%	2014: 0.17%	2015: - 4.44%
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Program Participation Breakdown

	<u>As of 1/1/2015</u>	<u>As of 1/1/2016</u>
Entitled participants (post-EA)	24	26
Active participants (pre-EA)	50	45
Terminated vested participants (pre-EA)	24	27
Total	98	98
Pre-EA participants earning service credit	35	36
Post-EA participants earning service credit	5	8
Total	40	44
Non-vested Terminations	2	4
Volunteers Not Participating in Program:	19	10

**TOWN OF CARMEL
CARMEL AMBULANCE DISTRICT NO. 1
SERVICE AWARD PROGRAM
DECEMBER 31, 2015 SPECIAL COMMENTARY**

2016 REQUIRED CONTRIBUTION

The minimum required Trust Fund contribution to be made in 2016 is \$46,949.

The required contribution due in 2016 is \$1,269 lower than contribution that was due in 2015 of \$48,218. The slight decrease is due to a reduction in the number of participants earning service credit from 29 in 2014 to 24 in 2015, and in particular for post-entitlement age participants which decreased from 5 to 2. However, the Trust Fund assets earned 1.16% during 2015, which is less than the assumed rate of 6.00%, and offset the gains that result from the decrease in participation.

The program's funded ratio on a program termination basis is 106% as of 12/31/2015 compared to 107% as of 12/31/2014. The funded ratio dipped slightly due to the actuarial investment loss, but the program funded status remains healthy at slightly more than 100%. We will continue to monitor the program's funding progress.

SPECIAL NOTES

Non-vested program participants Robin Donnelly, Jennifer Meury, and Brian Vigliotti left the Corps. during 2015 and consequently forfeited their accrued service award and service credit earned through 12/31/2015. However, if any former participant returns as an active member within five years and subsequently earns a year of service credit, their accrued service award and service credit will be restored.

Vested participant Michael O'Reilly left the Corps. during 2015 and his status has been changed from Active to Terminated Vested.

Former terminated vested participant Margaret Grant returned to active status in 2015.

Carmel Ambulance District No. 1 Service Award Program

12/31/2015 FACT SHEET

Schedule of Funding Progress

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funding Ratio (A) ÷ (B)</u>
12/31/2011	\$383,303	\$419,130	\$35,827	91%
12/31/2012	\$449,753	\$455,864	\$6,111	99%
12/31/2013	\$551,970	\$509,425	\$0	108%
12/31/2014	\$605,992	\$565,520	\$0	107%
12/31/2015	\$631,179	\$598,197	\$0	106%

Comparison of Costs

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
12/31/2011	\$47,159	\$47,159	\$0	8/3/2012
12/31/2012	\$46,917	\$46,917	\$0	8/20/2013
12/31/2013	\$43,864	\$47,864	\$4,000	7/30/2014
12/31/2014	\$48,218	\$48,218	\$0	8/20/2015
12/31/2015	\$46,949	To be determined	To be determined	Due in 2016

Investment Rate of Return

2011: 0.20%	2012: 11.33%	2013: 18.16%	2014: 6.35%	2015: 1.16%
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Program Participation Breakdown

	<u>As of 12/31/2014</u>	<u>As of 12/31/2015</u>
Entitled participants (post-EA)	11	11
Active participants (pre-EA)	34	34
Terminated vested participants (pre-EA)	12	12
Total	57	57
Pre-EA participants earning service credit	24	22
Post-EA participants earning service credit	5	2
Total	29	24
Non-vested Terminations	1	3
Volunteers Not Participating in Program:	16	24

TOWN OF CARMEL

CARMEL AMBULANCE DISTRICT NO. 1 VOLUNTEER AMBULANCE SERVICE AWARD PROGRAM

BENEFICIARY FORMS NEEDED

Upon the death of a participant, Penflex prefers to promptly pay the Service Award Program death benefit directly to the designated beneficiary.

If we do not have on file a copy of a properly completed Beneficiary Designation Form, payment is delayed and, in the worst case, receipt of the actual payment by the intended beneficiary could take years. If the Beneficiary Designation Form was never completed, we must make the check payable to the participant's estate.

Please provide us with copies of the completed Beneficiary Designation Forms and keep the originals on file at the Fire Department.

Please have the following participants complete a Beneficiary Designation Form:

**Robert Behan
Christopher Bruenn
Christopher Canonico
Brian Decker
Melissa DePass
Edward Duffy
Kevin Durmer
Peter Jones
Steven Keck
Thomas Keck, Jr.
Domenica Lipton
Robert Lipton Jr.
Steven Priolo
AnnMarie Repanti
Kimberly Sonnberger
Amanda Telesco
Andrew Wiese**

Date Prepared: 6/7/2016

**TOWN OF CARMEL
CARMEL AMBULANCE DISTRICT NO. 1
VOLUNTEER AMBULANCE SERVICE AWARD PROGRAM
BENEFICIARY DESIGNATION FORM**

Please read all instructions carefully before completing this form to ensure proper designation of your beneficiaries.

This form is intended for naming or changing your beneficiary. Any death benefit from the Service Award Program will be made payable in accordance with the designation provided below. This information will be relied upon to contact the individual(s) in the event that a death benefit is payable. Please keep a copy of this form for your records and complete a new form if any of the information needs to be updated or changed. Please consult with an attorney before naming a minor or your estate as a beneficiary; typically, death benefits cannot be paid directly to a minor. Please complete this form and return it to the sponsoring municipality or volunteer organization.

CARMEL AMBULANCE DISTRICT NO. 1
PO BOX 508
CARMEL, NY 10512

PARTICIPANT INFORMATION

Full Name (First, MI, Last)	Social Security No.	Date of Birth	Phone Number / E-mail
Mailing Address		City State Zip	Ambulance Company

BENEFICIARY DESIGNATION

Death benefits are paid in entirety to the surviving primary beneficiaries. Benefits are paid to contingent beneficiaries only when there are no surviving primary beneficiaries. Unless percentages are indicated, death benefits will be made payable in equal amounts. If a beneficiary listed is deceased, the corresponding benefit will be made payable to the remaining beneficiaries within that designation, proportional to the original percentages allocated. If more space is needed, please attach an additional form and label it "Addendum."

PRIMARY

Share (%)	Full Name	Relation	Social Security No.	Date of Birth	Mailing Address
%					
%					
%					

CONTINGENT

Share (%)	Full Name	Relation	Social Security No.	Date of Birth	Mailing Address
%					
%					
%					

PARTICIPANT AND WITNESS SIGNATURES

I hereby name the individuals above as my beneficiaries and declare that this designation supersedes all previous designations.

Participant Signature

Date

Witness Signature

Date

Witness must be a Notary, or an Official of the Town or Ambulance Company

June 8, 2016

Honorable Kenneth Schmitt, Town Supervisor
Town of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Dear Supervisor Schmitt and Members of the Town Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Carmel ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit objectives

We will audit the Entity's statements of the governmental activities, each major fund and the aggregate remaining fund information and related notes to the financial statements, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2016, 2017 and 2018, and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended.

Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis to supplement the Entity's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do

not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Introductory section of the Comprehensive Annual Financial Report ("CAFR")
- Statistical section of the CAFR

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also

inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the Entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS (if applicable). An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other

internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management's responsibilities

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, RSI and supplementary information, are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted

access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), related notes and introductory and statistical sections of the CAFR. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan, if applicable.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing

management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – "PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for each of the next two years are detailed below:

	<u>2016(2)</u>	<u>2017(2)</u>
Basic fee inclusive of meetings with the Town Board (1)	<u>\$ 72,500</u>	<u>\$ 74,000</u>
Comprehensive Annual Financial Report	<u>\$ 6,250</u>	<u>\$ 6,250</u>

- (1) In recognition of the constraints imposed by the New York State property tax cap legislation, we have limited the adjustments of our auditing fees to a modest growth of 2% per year over the current audit fee.**
- (2) In the unlikely event the Entity spends \$750,000 or more in Federal Financial Assistance, a Single Audit will be required pursuant to Uniform Guidance. Our fees for the compliance audit will be \$3,000 per program per fiscal year.**

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	<u>25%</u>
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below.

Hourly Rate for Professional Services

*	Senior Partner	\$	300
**	Partner		290
**	Senior Manager		230
**	Manager		200
**	Supervisor		175
**	Senior Accountant		155
**	Staff Accountant		135

* Represents a discount from standard rate of \$395

** Represents a 20% discount from standard rates

Dispute resolution

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Confirmation and other

Scott Oling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP
PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

TOWN OF CARMEL, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

* * *



System Review Report

May 15, 2014

To the Partners of O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (Service Organizations Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. O'Connor Davies, LLP has received a peer review of *pass*.

Davi Kaplan, CPA, P.C.

Davie Kaplan, CPA, P.C.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza • Rochester, New York 14614
Tel: 585-454-4161 • Fax: 585-454-2573 • www.daviekaplan.com

THIS AGREEMENT made this day of , 2016 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) Acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the “Department”)

and

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 (hereinafter referred to as “Carmel”)

WHEREAS, the County has a firing range facility (“Firing Range”) located in Valhalla, New York. This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Carmel desires to send its public safety employees to the Firing Range for training purposes upon the terms and conditions set forth below.

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

Section 1. The County and Carmel agree that Carmel may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. Carmel may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. Carmel must contact the County by telephone to determine availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Carmel, twenty-four (24) hours prior to the reservation date, shall send, via facsimile, a written confirmation letter to the County specifying the dates and times reserved. The Firing Range telephone number is (914) 231-4381 & facsimile number is (914) 231-4389.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, Carmel shall pay a flat fee of Three Thousand and Ninety (\$3,090.00) Dollars per eight hour tour, for a maximum number of 36 officers in attendance. The Firing Range shall be operated under the direction of the safety officer. Carmel shall adhere to all instructions issued by the Department's safety officer. Carmel shall have the option of requesting the Department provide a firearms instructor to assist with the training process of its employees. If Carmel requests a firearms instructor, Carmel shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

The County shall send an invoice to Carmel not later than the 15th day of the month following the month in which the services were provided by the County. Carmel shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. Carmel agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", Carmel agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, Carmel shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by Carmel or third parties under the direction or control of Carmel; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Section 4. In no event shall the County have any obligation to Carmel or its employees for a any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. This term of this Agreement shall commence upon execution and continue in full force and effect for five (5) years.

Section 6. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 7. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To Carmel:

Town of Carmel
60 McAlpin Avenue
Mahopac, Carmel, New York 10541

Section 8. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the

party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9. 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 shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 10. Carmel and the County agree that Carmel and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, Carmel covenants and agrees that neither Carmel nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 11. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and

enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 13. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
George N. Longworth
Commissioner –Sheriff
Department of Public Safety

THE TOWN OF CARMEL

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No 131-2016 on May 9, 2016.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 30th day of June, 2016.

Approved as to form and
Manner of execution:

Associate County Attorney
County of Westchester

Date

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this ____ day of _____, 2016, before me personally came _____, to
me known, and known to me to be the _____ of _____
_____, the municipal corporation described in and which executed the within
instrument, who being by me duly sworn did depose and say that he/she, the said _____
_____ resides at _____ and that he/she is the
_____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution _____ of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF PUTNAM)

On this ___ day of _____, 2016, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____

resides at _____, and that

he/she is the _____ of said municipal corporation.
(Title)

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY-Firing Range Agreement)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Police Professional Liability with minimum limits of \$1,000,000 per occurrence.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Michael Cazzari
Chief of Police

TOWN OF CARMEL
POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

WORK SESSION #10

July 7, 2016

Kenneth Schmitt, Town Supervisor
and Carmel Town Board
Town Hall
Town of Carmel
60 McAlpin Ave
Mahopac, New York 10541

Members of the Board,

Please schedule time at the next available Town Board work session meeting to discuss my request for authorization to purchase software license. Our IT consultant, Sullivan Data, has informed us that the following needs to be upgraded on the Microsoft SQL Server currently running the Impact application (Police Department Records Management software).

4E8239 Microsoft Open Government 228-10837

Quantity = 1 OLP GOVT SQL SVR STD 2016 NL @ \$660.39 x 1 = \$660.39

4E8243 Microsoft Open Government 359-06362

Quantity = 30 OLP GOVT SQL CAL 2016 NL USR CAL @ \$153.60 x 30 = \$4,608.00

Total Cost \$5,268.39

Respectfully,



Michael Cazzari
Police Chief

From: [Maxwell, Mary Ann](#)
To: [Pasquerello, Anne](#)
Cc: ["Glenn Sullivan"; Brown, Neil](#)
Subject: RE: MS SQL Software Upgrade
Date: Wednesday, July 06, 2016 10:29:53 AM
Attachments: [image001.png](#)

Thank you Anne.

Chief this will need to go to the Town Board for approval.

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Pasquerello, Anne
Sent: Tuesday, July 05, 2016 3:37 PM
To: Maxwell, Mary Ann
Cc: 'Glenn Sullivan'; Brown, Neil
Subject: FW: MS SQL Software Upgrade

Glenn, I am forwarding this email to Mary Ann for her review.

Anne Pasquerello
Confidential Assistant to Town Supervisor
Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541
Office: 845-628-1500 ext. 137
Fax: 845-628-6836

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From: Glenn Sullivan [<mailto:gsullivan@sullivandata.com>]
Sent: Tuesday, July 05, 2016 3:35 PM
To: Cazzari, Mike; Brown, Neil
Cc: Pasquerello, Anne
Subject: MS SQL Software Upgrade

Chief / Neil

You will need to purchase the following software licenses to cover the upgrade the Microsoft SQL Server running the Impact application on server PD1 and all devices that connect to it. The turnaround time from receipt of PO/ Authorization to receipt of licenses is a few days. We will then need to schedule some time to do the install and you should plan on 1-2 hours of downtime to do this. As of July 1, we are into a new contract year and there is now installation money available in our agreement to cover this, so the install will be changed against the contract.

4E8239	MICROSOFT OPEN GOVERNMENT	228-10837	Quantity = 1	OLP GOVT SQL SVR STD 2016 NL
\$660.39	\$ 660.39			
4E8243	MICROSOFT OPEN GOVERNMENT	359-06362	Quantity = 30	OLP GOVT SQL CAL 2016 NL USR CAL
\$153.60	\$4,608.00			

=====

\$5,268.39
Glenn Sullivan
Sullivan Data Management, Inc.
Phone 914-962-1573 Ext 309
Direct 914-488-8810
Fax 914-962-6030
E-Mail gsullivan@sullivandata.com
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NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 20, 2016 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law enacting Chapter 44 of the Town Code of the Town of Carmel,, entitled "Parades, Events and Street Closings" as follows:

**TOWN OF CARMEL
PROPOSED LOCAL LAW # _____ OF THE YEAR 2016
CHAPTER 44**

PARADES, EVENTS AND STREET CLOSINGS

44-1 Title.

This chapter shall be cited as the "Parades, Events and Street Closings"

44-2 Purpose.

The Town Board, in order to promote proper government and ensure the proper protection, order, conduct, safety, health, welfare and well-being of persons and property within the Town of Carmel, Putnam County, New York, finds that it is in the public interest to enact this chapter. This chapter shall regulate parades, events and street closings within the Town of Carmel, Putnam County, New York.

44-3 Definitions and word usage.

- A. Word usage. Words used in the present tense include the future; the singular number includes the plural. "Shall is mandatory, and "may" is permissive.
- B. Definitions. For the purpose of this chapter, the terms used herein are defined as follows:

CHIEF OF POLICE - The Chief of Police of the Town of Carmel.

PARADE - Any parade, march, procession or demonstration of any kind or any similar display, in or upon any street, park or other public place in the Town of Carmel.

EVENT - Any formal event, assembly or gathering other than a parade in or upon any street, park or other public place in the Town of Carmel.

PARADE /EVENT PERMIT - A permit as required by this article.

PERSON - Any person, firm, partnership, association, corporation, company or organization of any kind.

TOWN - Town of Carmel.

TOWN BOARD - The duly constitutional legislative body of the Town of Carmel.

44-4 Definitions and word usage.

A. No person shall engage in, participate in, aid, form or start any parade or event unless a parade / event permit shall have been obtained from the Chief of Police or his designee.

B. Exceptions. This article shall not apply to:

- (1) Funeral processions;
- (2) Wedding processions ;
- (3) Students going to and from school, classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities;

44-5 Application.

A. A person seeking issuance of a parade or event permit shall file an application with the Chief of Police or his designee on forms provided by the Chief of Police or his designee.

B. **Contents.** The application for a parade or event permit shall set forth the following information:

- (1) The name, address and telephone number of the person or persons seeking to conduct such parade or event.
- (2) If the parade or event is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
- (3) The name, address and telephone number of the person who will be the Parade or Event Chairman and who will be responsible for its conduct.
- (4) The date when the parade or event is to be conducted.
- (5) The route to be traveled, the starting point and the termination point if it is a parade and the fixed location or locations if it is an event without any procession.
- (6) The approximate number of persons, animals and vehicles which will constitute such parade or event, including the type of animals and the description of the participating vehicles.

- (7) The hours when such parade or event will start and terminate.
- (8) A statement as to whether a parade or event will occupy all or only a portion of width of the streets proposed to be utilized or traversed.
- (9) The location by streets or physical address of any assembly or staging areas for such parade or event to include proposed parking areas. Applicant must specify what traffic detour devices or barricades may be necessary for event.
- (10) The time at which units or persons involved in the parade or event will begin to assemble or stage at any such assembly or staging area.
- (11) If the parade or event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Chief of Police or his designee a communication, in writing, from the person proposing to hold the parade or event authorizing the applicant to apply for the permit on his or her behalf.
- (12) An agreement and affirmation that the persons or organization applying for the permit will prepay the applicable costs and fees for the event as determined by the parade / permit fee schedule (See 44-13).

44-6 Standards for issuance.

The Chief of Police or his designee shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- A. The conduct of the parade or event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route or location.
- B. The conduct of the parade or event will not require the diversion of so great a number of police officers of the town to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the town.
- C. The concentration of persons, animals and vehicles at assembly or staging areas of the parade or event and the conduct thereof will not unduly interfere with proper fire and police protection of or ambulance services to areas contiguous to such assembly or staging areas and the town in general.

- D. The conduct of such parade or event will not interfere with the movement of fire-fighting equipment en route to a fire or normal ambulance service.
- E. The parade or event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- F. The parade or event is not designed to be held purely for private profit.
- G. The pre-paid fees for the proposed parade or event as set forth in article (44-13) has been received in full by the Town Clerk of the Town of Carmel.

44-7 Time limit for decision; denial.

The Chief of Police or his designee shall act upon the permit within 30 days of its receipt. If the Chief of Police or his designee disapproves the application, notice thereof, including the reasons for the denial shall be promptly given to the applicant.

44-8 Alternative Permit.

The Chief of Police or his designee, in denying an application for a parade or event permit, shall be empowered to authorize the conduct of the parade or event on a date, at a time, location or over a route different from that named by the applicant, if so requested by the applicant.

44-9 Appeal from denial of permit.

Any applicant denied a parade or event permit by the Chief of Police or his designee may appeal, in writing, to the Town Board within 10 days of the denial. The time to so appeal may be extended, at the discretion of the Town Board. The applicant, upon appeal, shall be entitled to argue its case before the Town Board. The Town Board is hereby empowered to affirm, modify or reverse the decision of the Chief of Police or his designee. The Town Board may attach any conditions to a permit, should it determine the permit should be granted.

44-10 Contents of permit.

Each parade / event permit shall state the following information.

- A. The starting time and estimated time of termination.

- B. The portions of the streets to be traversed and the areas or locations to be occupied by the parade or event.
- C. The maximum length in the case of a parade in miles or fractions thereof.
- D. Other Town services requested or required.
- E. Fire and or EMS requested or required.
- F. Such other information as the Chief of Police or his designee shall find necessary for the enforcement of this article.

44-11 Duties and Obligations of Parade or Event Permittee / Participants.

- A. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws.
- B. Possession of permit. The Parade or event Chairman or other person heading or leading such activity shall carry the parade or event permit upon his or her person during the duration of the parade or event.
- C. No parade participant may throw candy or any other item to Parade spectators. Any entry with participants throwing items will be removed from the Parade by the applicant/director and/or the Police Dept. Walkers may hand items to spectators only and there will be no exceptions to this rule.
- D. No one shall be permitted to board or exit from a float once the parade has commenced.
- E. Drivers of any and all vehicles in the parade areas must possess a valid driver's license and be at least 18 years of age. Drivers must remain seated in the driver's seat for the duration of the parade and no vehicles will be left unattended.
- F. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
- G. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.

- H. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
- I. Floats must have proper safety chains to connect the float to the tow vehicle.
- J. Support vehicles for marching units will not be allowed in the parade.
- K. All vehicular entries shall proceed at a safe and appropriate speed. shall maintain a safe distance from spectators and shall not weave from side to side. They will obey all applicable NYS Vehicle and Traffic Laws during the Parade or Event.
- L. Parade units and floats that stop along the parade route due to mechanical malfunctions must be removed from the parade route as to not impede, obstruct or delay parade participants.
- M. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the Town of Carmel, its agents and employees, from any and all liability from any injury or damage which may arise out of or in any way be connected with participation in the Parade or Event.
- N. Any street vendor proposed to be part of the Parade / Event must first obtain the applicable permit(s) from the Town of Carmel Clerks Office pursuant to Town Code section 111 (Peddling and Soliciting) before offering any items for sale during the duration of the Parade or Event.

44-12 Interference with parade or event; parking on route or location.

- A. Interference. No person shall unreasonably hamper, obstruct, impede or interfere with any parade or event or with any person, vehicle or animal participating or used in a parade or event during the course of an event.
- B. Driving through parades. No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- C. Parking on parade route. The Chief of Police or his designee shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of a route of a parade or event. The Chief of Police may post signs to such

effect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

44-13 Fee schedule for parades and events.

The Town Board of the Town of Carmel shall annually establish a fee schedule for parades and events to mitigate the increasing costs associated with the public safety assets required to host these events. The fee schedule shall be broken down into three categories (1, 2 and 3) respectively, each reflecting staffing hours associated with hosting proposed events. The Town Board reserves the right to waive or modify the fee schedule at their discretion, and may seek the input and recommendations of the Chief of Police with respect to same.

- A. Category (1) A major parade or event requiring 50 or more staffing hours.
- B. Category (2) A secondary parade or event requiring 25 or more staffing hours.
- C. Category (3) A minor event requiring less than 25 staffing hours.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

By Order of the Town Board
of the Town of Carmel
Ann Spofford, Town Clerk

Town of Carmel, NY
Thursday, July 7, 2016

Chapter 37. Alarm Devices and Systems

[HISTORY: Adopted by the Town Board of the Town of Carmel 12-30-1992 by L.L. No. 6-1992. Amendments noted where applicable.]

§ 37-1. Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

ADMINISTRATIVE AUTHORITY

The Town Comptroller's office of the Town of Carmel.
[Added 1-19-1994 by L.L. No. 1-1994.]

ALARM PERMIT

The written authorization of the permitting authority granted to any person, business, firm, corporation or other entity to install or maintain in a residence or place of business any police and/or fire alarm device, devices or system of police and/or fire alarm devices.

ALARM PERMIT YEAR

The period from January 1 until the next succeeding December 31, except for the first year during which an alarm permit is issued, which year shall commence on the date of permit issuance and shall end on the next succeeding December 31.

CENTRAL ALARM STATION

Any facility operated by a private person, firm or entity which facility receives, records or validates alarm signals and notifies the Police Department and/or Fire Department when appropriate.

FALSE ALARM

Any signal actuated by a police and/or fire alarm device, devices or system of police or fire alarm devices which is not the result of natural disaster, act of God, a criminal act, fire or other emergency requiring police or fire response. The term "false alarm" shall include human error and equipment malfunction causing the alarm to be activated and which results in police and/or fire response.

PERMITTING AUTHORITY

The Building Department of the Town of Carmel.
[Amended 1-19-1994 by L.L. No. 1-1994.]

POLICE AND/OR FIRE ALARM DEVICE

Any device which, when activated by fire or other emergency, transmits a prerecorded message or other signal by telephone, radio, central alarm station, audible signal and/or visible signal designed to cause notification of the Police Department and/or Fire Department for a response.

§ 37-2. Alarm permits required.

It shall be a violation of this chapter for any person, business, firm, corporation or other entity to install or maintain in a residence or place of business any police and/or fire alarm device, devices or system of police and/or fire alarm devices without having obtained an alarm permit from the permitting authority.

§ 37-3. Applications for alarm permits.

[Amended 1-19-1994 by L.L. No. 1-1994]

All applications for alarm permits shall be submitted to the administrative authority on a form to be supplied by the administrative authority. Said application shall include a description of the police and/or fire alarm device, devices or system of police and/or fire alarm devices installed or maintained or to be installed and such other information as shall be required by the administrative authority.

§ 37-4. Alarm permit fees.

The fees for alarm permits shall be established annually by resolution of the Town Board of the Town of Carmel and shall be on file in the office of the Town Clerk.

§ 37-5. Direct connections prohibited.

It shall be a violation of this chapter for any police and/or fire alarm device, devices or system of police and/or fire alarm devices to be connected to the Police Department. Any such police and/or fire alarm device, devices or system of police and/or fire alarm devices must be connected to a central alarm station or other answering service.

§ 37-6. Automatic telephone devices.

It shall be a violation of this chapter for any automatic telephone-dialing device to be connected to the telephone lines of the Police Department. Any such automatic telephone-dialing device must be connected to a central alarm station or other answering service.

§ 37-7. Requirement for automatic cutoff system.

No person, business, firm, corporation or other entity shall install, cause to be installed or maintain in a structure, building or establishment in the Town of Carmel a police and/or fire alarm device, devices or system of police and/or fire alarm devices with an external audible and/or visible alarm unless said police and/or fire alarm device, devices or system of police and/or fire alarm devices has an automatic cutoff system or feature which terminates the audible and/or visible alarm within 15 minutes after it has been activated.

§ 37-8. False alarms.

[Amended 1-19-1994 by L.L. No. 1-1994; 5-15-1996 by L.L. No. 2-1996]

- A. The Police Chief of the Town of Carmel shall cause to be kept an up-to-date and accurate log of all false alarms occurring in the Town and shall transmit a report of such false alarms to the permitting authority and the Town Board on a monthly basis or, in the Police Chief's discretion, on a more frequent basis. Any person, business, firm, corporation or other entity who has installed or maintains a police and/or fire alarm device, devices or system of police and/or fire alarm devices in a structure, building or establishment in the Town of Carmel shall pay to the permitting authority, upon demand, a fine for each and every false alarm originating from their structure, building or establishment in any alarm permit year in accordance with a schedule of fines which shall be established annually by resolution of the Town Board of the Town of Carmel and shall be on file in the office of the Town Clerk.
- B. Any person, business, firm, corporation or other entity who wishes to appeal the fines imposed pursuant to Subsection A of this section may do so in writing to the Alarms Appeal Board within 30 days of the notification of the imposition of said fines. The Alarms Appeal Board shall consist of three members appointed by the Town Board to serve at its pleasure. One member shall be an active member of one of the Fire Departments which

service the Town and the other two members shall be representatives of the general public. The Alarms Appeals Board, upon appeal, shall have the authority to affirm, amend, modify or waive the fines imposed by the permitting authority. All Board decisions shall be in writing and shall be filed with the Town Clerk. [Amended 8-12-1998 by L.L. No. 7-1998]

- C. Any failure by such person, business, firm, corporation or other entity to pay the aforementioned fines within 30 days of the demand therefore, provided an appeal to the Alarms Appeal Board has not been filed, shall be deemed a violation of this chapter and shall be punishable in accordance with the provisions of § 37-14 of this chapter. If an appeal has been filed with the Alarms Appeal Board, then the 30 days shall commence upon filing of the decision of the Board with the Town Clerk.

§ 37-9. Powers of permitting authority.

The permitting authority is hereby authorized to grant alarm permits pursuant to the provisions of this chapter.

§ 37-10. Collection and disposition of fees and charges.

All permit fees and false alarm charges shall be collected by the permitting authority.

§ 37-11. Duties of the permitting authority.

It shall be the duty of the permitting authority to maintain a record of all alarm permits issued and to make a monthly report of same to the Town Board and Police Chief.

§ 37-12. Implementation.

In order to provide for the orderly institution of the requirements of this chapter, any person, business, firm, corporation or other entity which has a police and/or fire alarm device, devices or system of police and/or fire alarm devices in use on the effective date of this chapter shall obtain an alarm permit no later than 60 days from the effective date of this chapter. Any police and/or fire alarm device, devices or system of police and/or fire alarm devices currently in use which would be prohibited under the provisions of this chapter must be removed no later than 60 days from the effective date of this chapter.

§ 37-13. Exceptions.

None of the provisions of this chapter shall apply to a police and/or fire alarm device, devices or system of police and/or fire alarm devices installed in any Town-owned building, Fire Department-owned building or Volunteer Ambulance Corps-owned building. None of the provisions of this chapter apply to public or private school buildings.

§ 37-14. Penalties for offenses.

Any person, business, firm, corporation or other entity who does not pay any fee or charge established in this chapter or who violates any provisions of this chapter shall be subject to a fine not to exceed \$250 for each offense. Each week of continuing violation shall constitute a separate additional violation.