

**KENNETH SCHMITT**  
*Town Supervisor*

**TOWN OF CARMEL**  
**TOWN HALL**

**ANN SPOFFORD**  
*Town Clerk*

**FRANK D. LOMBARDI**  
*Town Councilman*  
*Deputy Supervisor*

**60 McAlpin Avenue**  
**Mahopac, New York 10541**  
**Tel. (845) 628-1500 • Fax (845) 628-6836**  
**[www.carmelny.org](http://www.carmelny.org)**

**KATHLEEN KRAUS**  
*Receiver of Taxes*

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

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

**TOWN BOARD VOTING MEETING**  
**Wednesday, February 4, 2015 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

**6:00pm Executive Session: Personnel Receiver of Taxes**

**Public Hearing:** Town of Carmel Fire Protection Contracts and Ambulance District Contracts for the Year 2015

1. Amended Res: Standard Work Day and Reporting Resolution
2. Res: Making Appointment to Town of Carmel Planning Board
3. Res: Making Appointment to Town of Carmel Planning Board
4. Res: Making Appointment to Town of Carmel Planning Board
5. Res: Appointing Vice-Chair to Town of Carmel Planning Board
6. Res: Making Appointment to Zoning Board of Appeals
7. Res: Making Appointment to Zoning Board of Appeals
8. Res: Appointing Vice-Chair to Town of Carmel Zoning Board of Appeals
9. Res: Making Appointment to the Town of Carmel Environmental Conservation Board
10. Res: Appointing Chairman to the Town of Carmel Environmental Conservation Board
11. Res: Appointing Vice-Chair to the Town of Carmel Environmental Conservation Board
12. Amended Resolution: Authorizing Scheduling of Public Hearing (February 25, 2015)
13. Res: Authorizing Scheduling of Public Hearing (February 25, 2015)
14. Res: Accepting Proposal for Economist Services – Interest Arbitration
15. Res: Authorizing Advertising for Bids Summer Bus Transportation Program Department of Recreation and Parks

16. Res: Authorizing Advertising for Bids
17. Res: Authorizing Execution of Stormwater Maintenance Agreement
18. Res: Accepting Proposal and Authorizing Entry into Contract for treatment of Upper and Lower Teakettle Spout Lake
19. Res: Authorizing Execution of Settlement Agreement

- **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**

**Office of the Town Clerk**

Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541

CC Supervisor

PH

**Ann Spofford, Town Clerk**  
**Phyllis Bourges, Deputy Town Clerk**

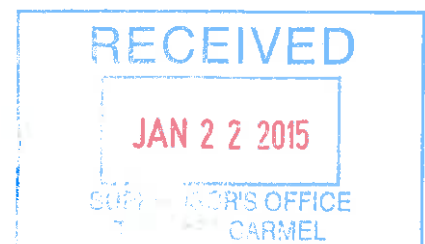
Telephone: 845-628-1500

Fax: 845-628-7434

**LEGAL NOTICE OF  
PUBLIC HEARING  
NOTICE IS HEREBY  
GIVEN**, that the Town Board  
of the Town of Carmel will  
conduct a Public Hearing on  
the Fire Protection Contracts  
and the Ambulance District  
Contracts for the year 2015,  
to be held on the 4th day of  
February, 2015 at the Town  
Hall, 60 McAlpin Avenue,  
Mahopac, New York at 7:00  
p.m. or soon thereafter that  
evening as possible; said  
contracts to be advertised  
and posted as follows:  
Contractor  
Mahopac Falls  
Volunteer Fire  
Department, Inc.  
Services  
Fire Protection-Fire  
Protection Dist. #1  
Not to Exceed  
\$ 748,000.00  
Contractor  
Mahopac Volunteer Fire  
Department, Inc.  
Services  
Fire Protection-Fire

Protection Dist. #2  
Not to Exceed  
\$ 1,750,000.00  
Contractor  
Carmel Fire District &  
Carmel Fire Department,  
Inc  
Services  
Fire Protection-Fire  
Protection Dist. #3  
Not to Exceed  
\$ 530,000.00  
Contractor  
Carmel Volunteer  
Ambulance Corps  
Services  
Ambulance Services-  
Carmel Ambulance  
District #1  
Not to Exceed  
\$ 110,000.00  
Contractor  
North Salem Volunteer  
Ambulance Corps  
Services  
Ambulance Services-  
Carmel Ambulance  
District #1  
Not to Exceed  
\$ 12,800.00

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



# #1

## AMENDED STANDARD WORKDAY AND REPORTING RESOLUTION

RESOLVED that the Town Board of the Town of Carmel hereby establishes the following as standard workdays for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

### STANDARD WORKDAY

Town Councilperson	6 hours
Town Councilperson	6 hours
Receiver of Taxes	7 hours
Town Justice	6 hours
Town Clerk	7 hours
Highway Superintendent	7 hours
Dog Control Officer	6 hours
Planning Board Member	6 hours
Zoning Board of Appeals Member	6 hours
Environmental Conservation Board Member	6 hours

### 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	_____	_____

## #2

### RESOLUTION MAKING APPOINTMENT TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Dave Furfaro to the Town of Carmel Planning Board commencing immediately and expiring on December 31, 2021.

#### 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	_____	_____

### #3

#### RESOLUTION MAKING APPOINTMENT TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Carl Stone to the Town of Carmel Planning Board commencing immediately and expiring on December 31, 2019.

#### 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	_____	_____

## #4

### RESOLUTION MAKING APPOINTMENT TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Kim Kugler to the Town of Carmel Planning Board commencing immediately and expiring on December 31, 2016.

#### 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	_____	_____

## #5

### RESOLUTION APPOINTING VICE CHAIRMAN TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Craig Paepre as Vice-Chairman of the Town of Carmel Planning Board for the year 2015.

#### 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	_____	_____



## #6

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL ZONING BOARD OF APPEALS

RESOLVED that the Town Board of the Town of Carmel hereby appoints Marc DiTomaso to the Town of Carmel Zoning Board of Appeals for a term commencing, immediately and expiring December 31, 2015.

#### 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	_____	_____

**#7**

**RESOLUTION MAKING APPOINTMENT  
TO TOWN OF CARMEL ZONING BOARD OF APPEALS**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Michael Schwarz to the Town of Carmel Zoning Board of Appeals for a term commencing immediately and expiring December 31, 2019.

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	_____	_____

## #8

### RESOLUTION APPOINTING VICE-CHAIRMAN TOWN OF CARMEL ZONING BOARD OF APPEALS

RESOLVED that the Town Board of the Town of Carmel hereby appoints Phillip Aglietti as Vice-Chairman of the Town of Carmel Zoning Board of Appeals for the year 2015.

#### 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	_____	_____

## #9

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints John Starace to the Town of Carmel Environmental Conservation Board for a term commencing immediately and expiring June 12, ~~2017~~ 2016

#### 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	_____	_____

## #10

### RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Laga as Chairman of the Town of Carmel Environmental Conservation Board for the year 2015.

#### 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	_____	_____

# #11

## RESOLUTION APPOINTING VICE-CHAIR TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anthony Dusovic as Vice-Chair of the Town of Carmel Environmental Conservation Board for the year 2015.

### 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	_____	_____

## #12

### AMENDED RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday, February 25, 2015 or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 156 thereof, entitled "Zoning"; and

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

version.

**SECTION 3.** § ZONING 156 - Attachment 2 - Town of Carmel Sample Stormwater Control Facility Maintenance Agreement is hereby amended to read as follows:

**Town of Carmel  
Sample Stormwater Facility Maintenance Agreement**

Whereas, the Town of Carmel, County of Putnam, State of New York ("Municipality") and

\_\_\_\_\_ ("facility owner") want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project, and

Whereas, the Municipality and the facility owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Therefore, the Municipality and the facility owner agree as follows:

1. This agreement inures to the benefit of the Municipality and binds the facility owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A of this agreement.
2. The facility owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted in Schedule A as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds.
3. The facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The facility owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the



Municipality, within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The facility owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.
6. The facility owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The facility owner shall provide to the Municipality, within 30 days of the date of this agreement, a security for the maintenance and continuation of the stormwater control measures in the form of a bond, letter of credit or escrow account.
8. This agreement shall be recorded in the Office of the County Clerk, County of Putnam together with the deed for the subject premises.
9. In the event that the Municipality determines that the facility owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property.
10. Nothing within this agreement shall be construed to impose any affirmative obligation or covenant of performance on the Municipality
11. This agreement is effective \_\_\_\_\_.

Facility Owner: \_\_\_\_\_.

Owner's Representative: \_\_\_\_\_.

Representative Signature: \_\_\_\_\_.

#### **SECTION 4.**

Subsection §156-61(C)(3) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

##### **(3) Design review criteria.**

##### **(a). Building plans shall be reviewed in several aspects:**

(1) Proportion. The relationship between the width and height of the front elevation of a building should be similar to the adjacent buildings. Proportion can also apply to the relationship between windows and doors and their relationship to the building itself.

(2) Rhythm. The rhythm of the building and its components is the spacing or repetition of architectural elements or details. The regularity, frequency and placement of doors, windows, porches and ramps and the placement within a facade is a type of rhythm. Rhythm between adjoining buildings can exist when building types are repeated along street.

(3) Scale. Scale is the relationship between architecture and people or between the architectural mass and the space which surrounds it. The scale of The Town of Carmel is intimate in nature. Any building built on a monumental scale will seem out of place and foreign. Certain already built buildings are deemed inappropriate in some areas of the town.

(4) Height. New buildings will be in harmony with appropriate buildings and subject to the requirements of The Town of Carmel Zoning Ordinance.

(5) Facade treatment. The exterior features of all buildings should be visually and physically compatible with those facades surrounding them. Components to consider are color, texture and type of building materials. Specific details such as roof shape, cornices and moldings should be repeated to unify buildings and not used to create visual distractions.

(6) Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.

##### **(b) Development requirements.**

(1) Materials will be selected to create harmony with the adjoining appropriate buildings and for suitability to the type and use of the buildings. A building shall use the same materials or those that are architecturally harmonious for all building walls and other exterior building components wholly or partly visible to the public.

(2) Colors shall be harmonious and shall use only compatible accents.

- (3) Large mechanical equipment or other utility hardware on the roof, ground or buildings shall be screened from public view with materials harmonious to the building.
  - (4) Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with the building design.
  - (5) Service yards, storage area, yards and exterior work areas shall be screened from public view with materials harmonious with the building and in compliance
  - (6) Dumpsters must be placed in compliance with section 96-3C(1) through (10).
- (c) Special regulations. Application for development within the town shall be reviewed, evaluated and determined by the Planning Board. Among criteria for review will be in compliance with the following measures:
- (1) Locate the building at a minimum setback line with the maximum length of the building facing along street to provide frequent and convenient pedestrian connections between buildings and public sidewalks; minimize the public view of large parking areas and service facilities; provide a continuous edge along the street; and visually enclose and define public street space that is comfortable to pedestrians in proportion and scale.
  - (2) Design and place buildings in order to preserve and enhance special street views. In particular, views of important buildings and natural features, focal points at T-intersections and views along curbs and roadways should be encouraged.
  - (3) Position new buildings to insure the adjacent properties have visual privacy and sunlight as well as protection from the new development's site illumination, noise and odor.
  - (4) In terms of shape, style, rooflines, color and materials, buildings shall be designed to complement and contribute to a desirable community character.
  - (5) Design landscaping and building adjacent to historic properties that are complimentary to the significant historical features.
  - (6) Design and position buildings to screen unsightly elements, such as shipping and loading areas, transformers, dumpsters and meters from public view.
  - (7) Design the building roof to screen mechanical equipment from view and contribute to an attractive visual setting.
  - (8) Design the building to insure adequate blending of the storm drainage requirement with the local environment.

- (9) Provide a minimum 10' (ten-foot) "buffer island" which shall be landscaped (trees, bushes, flowers, etc.) in front of all non-residential lots.
- (10) Provide a minimum 20' (twenty-foot) landscaped buffer area/zone on all sides of site plan bordering residentially zoned properties. For purposes of this section landscaping shall include evergreen trees, plantings and/or shrubbery which in the discretion of the Planning Board shall minimize impact of proposed site plan improvements upon neighboring residential properties.
- (11) Signs; The criteria for signs are similar to that of buildings.
- [a] Signs should be visible but not obnoxious in size, content, or color.
  - [b] Proportion. The relationship between the width and the height of the sign should be similar to the adjacent signs. Proportion can also apply to the relationship between the building shape and size and sign shape and size.
  - [c] Corporate logos shall be permitted provided they do not exceed 10% of the allowable area of any building sign nor 20% of the allowable area of any freestanding sign. Signs shall not include any words, pictures, or logos that are considered inappropriate.
  - [d] Colors shall be harmonious and shall use only compatible accents. All colors shall be muted in nature (earth tones) and not brilliant.
  - [e] Signs installed, replaced, or substantially repaired (after the date of adoption of this law) shall be indirectly illuminated. Back lit signs will no longer be permitted.
  - [f] Signs erected inside buildings that are visible from the outside through a window, shall not exceed 10% of the window area and shall not blink, flash, or scroll.
- (12) Screening. The following items shall be located so as to minimize visibility from the roadway, adjacent properties and other public areas and shall be screened from public view.
- [a] Service bays;
  - [b] Loading docks and platforms;
  - [c] Rooftop utilities;
  - [d] Satellite dishes;
  - [e] Dumpsters (per section 96-3C(1)-(10));
  - [f] Storage areas;
- (13) If in the opinion of the Planning Board, a deviation from the stated architectural design standards is warranted to yield superior architectural quality and neighborhood design, said change may be required from the Planning Board.

(14) Nothing in this Article shall be taken or construed to prevent work and repairs on any structure for normal maintenance where a building permit is not required. Nothing in this Article affects the right to complete any work for which a building permit or authorization issued prior to the enactment hereof.

## **SECTION 5.**

Chapter 156 entitled "Zoning", specifically subsection §156-41 entitled "Signs" is hereby amended to add the following subsection

### **§156-41C.**

#### **(11) Application and approval procedures Signs in Existing Buildings.**

A. Any person making an application for approval of plan to construct, reconstruct, replace or move a sign within The Town of Carmel that is not currently before the Planning Board, shall submit all necessary specifications to the Building Inspector. The submission shall be reviewed by the Building Inspector for conformance with all applicable ordinances of the town.

- (1) The applicant shall provide to the Building Inspector a plan containing a placement survey, elevation drawings, along with general information such as type, texture and color of materials to be used for the sign(s).
- (2) The Building Inspector shall review the plan for the following criteria:
  - (a) Proportion. The relationship between the width and the height of the sign should be similar to the adjacent signs. Proportion can also apply to the relationship between the building shape and size and sign shape and size.
  - (b) Corporate logos shall be permitted provided they do not exceed 10% of the allowable area of any building sign nor 20% of the allowable area of any freestanding sign. Signs shall not include any words, pictures, or logos that are considered inappropriate.
  - (c) Colors shall be harmonious and shall use only compatible accents. All colors shall be muted in nature (earth tones) and not brilliant.
  - (d) Signs installed, replaced, or substantially repaired (after the date of adoption of this law) shall be indirectly illuminated. Back lit signs will no longer be permitted.

- (e) Signs erected inside buildings that are visible from the outside through a window, shall not exceed 10% of the window area and shall not blink, flash, or scroll.

#### **SECTION 6.**

Subsection §156-41 A.(4)(d) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

**§156-41A.(4) The following types of signs are prohibited:**

- (d) All bare incandescent light sources and neon lights; LED lights that flash, move, change colors, intermittently illuminate or change the message more than 1 time per day (All LED signs shall be dimmed in the evening to minimize the glare to drivers and pedestrians); reflection signs; or luminous signs banners; flags.

#### **SECTION 7.**

§156-41 A.(4) of Chapter 156 entitled "Zoning" is hereby amended to add the following subsection:

**156-42(A)(4) The following types of signs are prohibited:**

- (f) Sandwich board signs when placed on the property, right-of-way, or on a vehicle regardless of location of said vehicle.

#### **SECTION 8.**

§156-41(C) (10) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

- 10. Promotional signs shall be permitted, provided that a temporary permit for the use of such devices is obtained from the Building Department of the Town of Carmel at least 10 days in advance of the use of said devices and subject to the following conditions:

- (a) No property shall be permitted to use such outside promotional devices more than six times per year.

- (b) The use of such devices shall be limited to no more than five consecutive days.

- (c) Said promotional devices shall be set up no earlier than 6:00 a.m. on the first day of the temporary permit and shall be removed no later than 6:00 p.m. on the last day of the temporary permit.

(d) The Building Inspector, when issuing such temporary permit, shall charge and collect a fee therefore. Said fee shall be established annually by the Town Board and shall be on file in the office of the Town Clerk.

(e) The Building Inspector, when issuing such temporary permit, shall collect a security deposit in the form of cash to insure the removal of said promotional devices at the expiration of the temporary permit. The amount of said deposit shall be established annually by the Town Board and shall be on file in the office of the Town Clerk. The security deposits collected hereunder by the Building Inspector shall be forwarded to the appropriate person in the Town for deposit in the Town's Trust and Agency Funds. Upon the proper removal of all promotional devices by the permit holder, in accordance with the temporary permit, the Town shall refund said security deposit. In the event the permit holder fails to remove the promotional devices at the expiration of the temporary permit for such devices, then the Building Inspector is authorized to effect said removal and to charge the cost of said removal plus an administrative fee against the security deposit.

(f) Notwithstanding any provision of this Chapter or the Town Code of the Town of Carmel to the contrary, temporary promotional banners shall be permitted to be placed or erected in, on or across any State, Local or County right of way upon the following terms and conditions:

(i) A temporary permit for such temporary promotional banners shall be obtained from the Building Department of the Town of Carmel at least 10 days in advance of the use

(ii) The Building Inspector, when issuing such temporary permit, shall charge and collect a fee therefore. Said fee shall be established annually by the Town Board and shall be on file in the office of the Town Clerk.

(iii) Any jurisdictional permits required for the placement of temporary promotional banners shall be obtained prior to the issuance of such temporary permit by the Building Inspector.

(iv) That the placement of such temporary promotional banners shall be limited to no more than thirty (30) consecutive days.

## **SECTION 9 – HOME RULE**

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

#### **SECTION 10 – SEVERABILITY**

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

#### **SECTION 11 – Effective Date**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



## #13

### RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday, February 25, 2015 or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 96 thereof, entitled "Illegal Dumping"; and

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

PROPOSED LOCAL LAW # \_\_\_\_\_ OF THE YEAR 2015

A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,  
CHAPTER 96, THEREOF, ENTITLED "ILLEGAL DUMPING"

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

**SECTION 1.** Chapter 96 of the Code of the Town of Carmel, specifically §96-3(C) is hereby amended to read as follows:

C. Placement of dumpsters and trash receptacles is restricted as follows:

(1) A dumpster and trash receptacle shall be located within a residential community as placed upon the final plans of approval for the development of the community, or as otherwise approved by the Town Planning Board.

(2) No dumpster or trash receptacle shall be stored in or on a public right-of-way.

(3) No dumpster or trash receptacle shall be located in areas regularly used or as previously approved by the Town Planning Board as designated parking spaces for commercial or business uses, without the Planning Board's approval.

(4) Garbage and other waste material must be completely contained within the dumpster and/or trash receptacle(s). No accumulation of garbage or other materials, such as litter, rubbish or waste, will be permitted outside the confines of the dumpster, nor will it be permitted to accumulate so that the dumpster cover cannot be firmly closed.

(5) All dumpsters and trash receptacles shall be kept in good repair, be structurally sound, leak-proof and easily opened and closed. Dumpsters shall be painted as necessary to prevent the showing of rust and deterioration and be so constructed as to stand firmly upright.

(6) All dumpsters shall have the name of the company or individual owning such dumpster clearly printed on either the front or the back of such dumpster.

(7) All dumpsters and trash receptacles shall be screened as follows:

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

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

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

(8) The dumpster/trash receptacle enclosure shall be not more than four feet larger than the dumpster or trash receptacle(s) to be enclosed within.

(9) No signage is permitted on the enclosure.

(10) The dumpster/trash receptacle enclosure shall not be used for any other use but the enclosure of the dumpster.

#### **SECTION 4 – HOME RULE**

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

#### **SECTION 5 -- SEVERABILITY**

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

#### **SECTION 6 – EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

**PROPOSED LOCAL LAW # \_\_\_\_\_ OF THE YEAR 2015  
A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,  
CHAPTER 156, THEREOF, ENTITLED "ZONING"**

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

**SECTION 1**

This Local Law shall be known as 2015 Amendments to Chapter 156 entitled "Zoning".

**SECTION 2.** Article X of Chapter 156 of the Code Entitled "Stormwater Control" is hereby amended to read as follows:

**ARTICLE X: STORMWATER CONTROL**

**§156-80 "DEFINITIONS" is hereby amended as follows:**

**LAND DEVELOPMENT ACTIVITY** – Construction activity, including clearing, grading, excavating, soil disturbance or placement of fill that results in land disturbance of equal to or greater than 5,000 square feet, or activities disturbing less than one acre of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development activities may take place at different times on different schedules.

THE DEFINITION FOR "SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES GP-02-01" IS HEREBY REPEALED AND REPLACED WITH:

**SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES** – A general permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of land. GP-0-10-001 or most recent version.

THE DEFINITION FOR "SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SEWER SYSTEMS GP-02-02" IS HEREBY REPEALED AND REPLACED WITH:

**SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SEWER SYSTEMS**

A general permit under the New York State Pollutant Discharge Elimination System

(SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or to specify stormwater control standards. GP-0-10-002 or most recent

## #14

### RESOLUTION ACCEPTING PROPOSAL FOR ECONOMIST SERVICES -- INTEREST ARBITRATION

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Charles W. deSeve, PhD of ERS Group of Washington DC. for the support, analysis and testimony required for the scheduled interest arbitration with the Town of Carmel Police Benevolent Association in accordance with the terms and conditions of the proposal attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Supervisor Kenneth Schmitt is authorized to execute a contract for said services and any other documentation necessary to accept the aforementioned proposal; and

BE IT FURTHER RESOLVED that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget revisions necessary to affect the authorization herein.

#### 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	_____	_____



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**F** 202.462.0594

[ersgroup.com](http://ersgroup.com)

## **ERS Group Proposal: Town of Carmel PBA Arbitration Support 1-2015**

The following proposal directly addresses the support, analysis, and testimony the Town of Carmel will need during its scheduled interest arbitration with the Police Benevolent Association.

ERS Group staff has many years' experience with New York State's requirements for binding arbitration and with police unions in particular. For more than 20 years we have provided expert analysis and testimony in jurisdictions that include the City of Buffalo, New York City, Nassau County, Suffolk County, City of Albany, City of Saratoga and New York State Agencies among others.

As the qualifications in our proposal will show, ERS' work in collective bargaining includes negotiations support, economic analysis, contract costing, and expert testimony in grievances, fact-findings, and arbitrations. Importantly, we are knowledgeable about municipal budgets and ability-to-pay within the context of the local economy and municipal revenue sources. We are skilled in job classifications, salary schedules, benefits, and offer an informed approach to bargaining and evaluating proposals and counter proposals. And we bring an important perspective to "Ability-to-Pay" testimony.

Ability-to-pay of a municipality is not proven by simply finding some available fund balance or legal justification to increase tax rates, as a union might suggest. It should be analyzed in the total context of the local economy and the relevant incentives created by government services placed against the backdrop of disincentives created by taxes. Ability-to-pay, or fiscal capacity as it is sometimes known, is much more than "finding the money." It is about balancing the competing needs for all government services against the demands of a particular group. Our analysis will take that into account and be prepared to anticipate the arguments often raised by union experts.

Another unique perspective we bring to this project is our familiarity with the approach generally taken by police union experts, that includes a formidable set of tables and graphs covering proposal costs, comparable jurisdiction selection, rank and longevity progressions, pay and benefit rates, and ability-to-pay including the economic backdrop.

In addition to presenting our own expert opinions reinforced by a full set of exhibits, we are prepared to review and analyze the opposing testimony as it is presented and to counter it where appropriate. It is not uncommon that our presence at the arbitration table mitigates any tendency the other side may have to overstate their case.

We believe our proposal offers you effective support at a fair and reasonable price.

## **Scope of Service**

### **A. SUMMARY AND COST OF SERVICES**

ERS Group will provide the full scope of services identified below, as requested by the Town of Carmel, New York, related to its upcoming interest arbitration with the Town's Police Benevolent Association of about 35 full time officers.

**Part 1** includes analysis as noted and preparation of completed tables and graphs to augment ERS Group expert testimony at arbitration. This is for a fixed fee of \$35,000. (It is anticipated that the work will include over 150 hours of ERS Group staff time and reflects a blended rate of approximately \$230 per hour.)

**Part 2** includes any meetings with the legal team and/or town officials, participation at arbitrations, analysis of opposing expert's testimony and exhibits, presentation of expert testimony on behalf of the Town and various related analysis and advice required during the arbitration. This work is at normal ERS hourly rates and only for work requested by the Town of Carmel. Examples of rates include Charles de Seve, Ph.D. \$495, Edward Bierhanzl, Ph.D. \$425, and other research and support staff \$115 - \$290.

### **B. DETAIL OF SERVICES TO BE PROVIDED**

#### **PART 1 Analysis as noted and preparation of completed tables and graphs to augment ERS expert testimony at arbitration**

##### **a. Salary and Benefits Comparisons and Analysis**

- Select relevant municipalities which meet the statutory standards for comparison.
- Acquire data and compare wages and benefits across the comparators using the most recent and historical schedules.
- Match rank and salary progressions and compare wages across comparators for various rank and longevity classifications.
- Examine rates of change and the tracking of wages and benefits with inflation and the growth of compensation in other occupations.
- Show how compound growth of wages and benefits causes a leveraging of any current award impacting future budgets.

- Demonstrate the effect of any pattern bargaining, in which unduly high increases for these unions may spill into the bargaining with other Town unions in current and future years.
- Summarize the Town's salary and benefit position in relation to union demands and Town offers.
- Demonstrate the impact of inflation on wages and household consumption.
- Prepare an analysis of impact of health care premiums on Town budget and on PBA cost sharing.
- Prepare expert opinion on Pay and Benefit Comparables.
- Prepare graphs, tables and other specialized exhibits to illustrate the analysis and to help focus the expert presentation at arbitration.

**b. Ability to Pay: Economic and Fiscal Conditions**

- Show the impact on the revenue base of external economic conditions, such as the national economy.
- Examine the economic conditions and trends in New York and Town of Carmel.
- Compare the Town to a set of other municipalities which meet the statutory standards.
- Analyze fiscal and employment data provided by Town staff.\*
- Prepare a summary of the Town Budget and its trends relevant to ability-to-Pay.
- Analyze the implications for Town revenue under variable economic conditions, including the impact of periods of slow growth.
- Compare selected key dependency and burden indicators that impact expenditures for Town and matched municipalities.
- Analyze the changing composition of revenues and expenditures, the level of dependency on state and federal aid; the reliance on each tax source, tax rates, per capita spending and various debt burden measures.
- Demonstrate the sensitivity of future budgets to base loading which can occur in a transition economy if not controlled early.



- Summarize the Town's ability-to-pay in relation to union demands and Town offers.
- Prepare expert opinion on ability-to-pay and economic conditions.
- Prepare graphs, tables and other specialized exhibits to illustrate the analysis and to help focus the expert presentation at arbitration.

\* Cooperation with Town staff will be essential throughout the project, however such work will be limited to the extent possible.

## **PART 2 Meetings, expert testimony at arbitration, other work requested**

### **a. Meet with Town Officials in Planning Session**

### **b. Provide General Assistance at Arbitration**

- Perform analysis of union testimony and documents.
- Prepare other analysis, advice, guidance and recommendations as requested.

### **c. Provide Expert Testimony**

- Charles W. de Seve, Ph.D., will oversee the totality of the work, will be available for briefings, and arbitration proceedings as mutually agreeable, and will present testimony in arbitration proceedings. Edward Bierhanzl, Ph.D. will perform a substantial portion of the work and also be available for testimony at arbitration as needed.
- The nature of collective bargaining may make other areas of analysis relevant as bargaining/arbitration progresses. ERS Group staff will be available to perform other reasonable services in connection with bargaining not specifically included above, which may be requested by the Town. Hourly rates will apply.

## **Proposed Timetable**

ERS Group will begin work upon the executed contract's effective date. We will provide services to the Town of Carmel according to the scope of services, as requested, during the life of the contract.

We recognize that arbitration dates are February 23<sup>rd</sup> and 25<sup>th</sup> 2015 and will be prepared by those dates.

## Vita of

Charles W. de Seve, Ph.D.

### EDUCATION

Ph.D., Economics, State University of New York at Albany (also M.A. and B.A.)

### GENERAL EXPERIENCE

Dr. de Seve is the founder and President of American Economics Group, Inc., formerly a subsidiary of SourceCorp, Inc., a listed firm later taken private. He consults to government, industry, and the legal profession in economic and statistical analysis, legal economics, labor economics, environmental economics and computer modeling and simulation. His experience includes various positions on the boards, committees, and commissions that direct New York State's operations and programs such as director of the fiscal staff, New York State Assembly. Dr. de Seve has also taught economics at Rensselaer Polytechnic Institute, Russell Sage College, the State University of New York at Albany, and Cornell University.

- 1986-present     *President/Director/Economist, American Economics Group, Inc. Washington, D.C.*
- 1977-1986     *President, de Seve Economics Associates, Inc., Washington, D.C.* Directed staff of economists, programmers, and statisticians, with offices in New York and Washington, D.C. The diverse economic and fiscal work included major projects for Fortune 500 companies, the U.S. Treasury, state and local governments, major law firms, and many businesses in a variety of industries.
- 1976-1977     *Deputy Director, New York State Economic Development Board, Albany, New York.* Supervised general operations and a staff of economists, budget analysts, econometricians, statisticians, lawyers, operations research specialists, demographers, and computer programmers. Focused on improving the competitiveness of New York as a location for business by recommending policy changes in state taxation and regulation. Also served as liaison among business and financial leaders and government officials.
- 1971-1976     *Director of Tax and Fiscal Policy Studies (appointed director, 1974), New York State Assembly Ways and Means Committee, Albany, New York.* Analyze all proposed legislation in taxation and state and local finance; recommended legislation to the Speaker of The Assembly. Directed the work of 11 professionals, including economists, statisticians, computer programmers, financial analysts, and lawyers in taxation and economic policy, insurance, revenue forecasting, state aid to localities, and computer analysis and simulation systems.
- 1970-1971     *Chief of Income Maintenance Unit, New York State Social Development Planning Commission, Albany, New York.* Designed welfare projection techniques, provided technical assistance in sampling and research design to other units, and supervised analysis and review of state income maintenance and welfare programs.

## EXAMPLES OF SPECIFIC EXPERIENCE

- Analyzed complex wage and benefit compensation packages for labor negotiations and arbitrations. Worked with management-labor teams to design pay schedules, pension plans, performance pay plans, options and other contract elements. Clients included corporations, state and local governments and major law firms.
- Provided expert testimony in interest arbitrations in New York, Maryland, District of Columbia and elsewhere (New York work included City of Albany, City of Buffalo, Counties of Nassau and Suffolk, New York City and numerous smaller jurisdictions.)
- Prepared testimony and appeared in notable New York water and sewer case involving complex statistical analysis of water use, metering, and rate setting.
- Appeared as economic and statistical expert witness in litigation and arbitration on such matters as corporate valuations and damages, impaired earning capacity, wrongful death, discrimination, wrongful termination, insurance, wage structures, ability-to-pay measurement, pricing contracts, taxation, and government finance.
- Was designated an "Invited Scholar" and gave expert testimony on the Japanese whaling industry before the International Whaling Commission, the global international body of 88 countries designated by international Agreement to regulate worldwide whaling.
- Prepared a wild horse simulation model whose approach is set for publication in a peer reviewed article, "AN ECONOMIC MODEL DEMONSTRATING THE LONG-TERM COST BENEFITS OF INCORPORATING FERTILITY CONTROL INTO WILD HORSE (EQUUS CABALLUS) MANAGEMENT PROGRAMS ON PUBLIC LANDS IN THE U.S." Publication is forthcoming in the 2014 Journal of Zoo and Wildlife Medicine.
- Prepared an stream impact statement and use attainability analysis on the tanning industry in New York State, which the U.S. Environmental Protection Agency acted on in a case involving stream use reclassification.
- Built simulation models of the financial structure of firms engaged in the distribution of major appliances to households. This included standardizing the calculation corporate equity, the return on investment and the impact of alternative pricing policies across firms.
- Constructed a simulation model of the world-wide cash flow of General Motors Corp. and its subsidiaries, which calculated the corporate requirement for daily cash and the funds that could be invested for longer terms. Appeared as expert witness for General Motors in litigation involving taxes on capital.

- Performed comparative analysis of life insurance company taxation, its equity, and impact for the Life Insurance Council of New York. This included the interaction of federal and state taxation on New York companies and tax burden measurements and comparisons.
- Devised an innovative method of combining premiums taxation and net income taxation on life and property-casualty insurers. New York State law was amended to take account of formulas devised in this analysis.
- Analyzed taxes and fees imposed on the trucking industry. Designed adjustments to motor fuel tax and motor vehicle licensing fees. Appeared as expert witness in interstate trucking litigation.
- Devised and programmed a computerized revenue forecasting system that anticipates the cash flow from state taxes and identifies unusual conditions.
- Simulated the impact of various changes in tax policy for the Governor's Commission on Equity and Excellence in Education, New York. Measured the tax burden by income class for all taxes used to support education and evaluated school aid proposals.
- Constructed a 50-state cigarette sales and consumption forecasting model for Philip Morris International. Estimated the impact of bootlegging caused by tax differentials among the states.
- Analyzed the agricultural industry and how taxes and real property assessments affect the survivability of farms under alternative state and local policies.
- Designed a state tax simulation model to evaluate tax competition among the states, which involved analyzing the tax systems in each state.
- Studied pari-mutuel racing operations, competition, and economic effects for state government and for racing operators. Designed pari-mutuel tax legislation now in effect, including commissions, distributions, types of wagering, and expenditure control.
- Designed and supervised an extensive project to find ways of freeing life insurers from interstate retaliatory taxation, which resulted in new insurance tax law for New York State.
- Conducted significant statistical and economic research into property tax legislation, including the design of a real valuation property tax circuit breaker, special assessment legislation for railroads, and evaluations of property tax and assessment practices.

- Served as expert witness for Penn Central on alternative railroad financing mechanisms in the notable Penn Central Corporation valuation case.
- Analyzed taxes and regulations on trucking and presented testimony on their impact in litigation in Arkansas, New Jersey, Kentucky, and New York.
- Negotiated complex tax and economic legislation with the executive branch, the legislature, and industry in New York State.

### COMPUTER SKILLS

- Computer programming proficiency in several languages. Developed and programmed complex computer systems for simulation and statistical and econometric analysis.
- Constructed a personal income tax simulation model that calculates the distribution of tax burden among households and the revenue change to government for proposed changes in federal tax laws affecting the states.
- Designed and built the "Economic/Hedonic Damages System," published by Anderson Publishing Company (Cincinnati, Ohio). The system calculates economic damages from impaired earnings capacity and loss of the pleasure of life following personal injury or death by accident.
- Built a system for evaluating insurance costs in the automobile industry based on insured's personal and geographic attributes.
- Constructed a complete revenue forecasting and analysis system for several states. This included econometric economic forecasting plus simulation of detailed tax changes that might be proposed.

### MISCELLANEOUS

Scholastic honors:     Herbert Lehman Fellowship for Doctoral Studies  
                                      Magna cum laude award of baccalaureate

Member of:               American Economic Association  
                                      Eastern Economic Association  
                                      Western Economic Association International  
                                      National Association of Forensic Economists  
                                      National Tax Association/Tax Institute of America

**EDWARD J. BIERHANZL**

2001 Pennsylvania Ave., NW, Suite 300 • Washington, DC 20006 • (202) 469-8666  
[ebierhanzl@ersgroup.com](mailto:ebierhanzl@ersgroup.com)

**PROFESSIONAL EXPERIENCE:**

**ERS GROUP**

- Principal in the Washington, DC office (2008 - present)

Construct and analyze complex employment databases for use in wage and hour class actions, discrimination litigation, compensation monitoring, economic damages calculations, and analysis related to OFCCP and EEOC investigations. Provide analysis to assist clients with hiring and force reduction projects, collective bargaining negotiations, and economic impact analyses. Coordinate the work of economists, programmers, and other research staff. Prepare written reports and presentations.

- Economist (2005 - 2008)

Perform economic and statistical analysis relating to employment issues. Assist in the preparation of written reports.

**FLORIDA A&M UNIVERSITY**

- Associate Professor - Tenured (2000 - 2004)
- Assistant Professor (1993 - 2000)

Taught courses in Public Finance, Managerial Finance, Labor Economics, Managerial Economics, Econometrics, Money and Banking, and Macroeconomics. Conducted research in transportation policy, labor economics, economic policy, and public finance. Served as a student advisor and on university committees.

**TALLAHASSEE COMMUNITY COLLEGE**

- Adjunct Instructor (1994 - 1996)

Taught courses in Principles of Economics and Introduction to Computers.

**EDUCATION:**

Ph.D., Florida State University, Economics, 1993

M.S., Florida State University, Economics, 1992

B.S., State University of New York – Albany, Economics, 1989

## **SPECIALIZATION:**

Labor Economics, Public Finance, Economic Policy

## **PUBLICATIONS AND RESEARCH PAPERS:**

"Lessons From America", Economic Affairs. (Special Issue: The Economics of Employment Regulation) 25, 3 (September) 2005.

"The Potential Impact of Innovative Transit Finance: Evidence from Florida", (With Keith Simmonds and Gary Paul), International Journal of Transport Economics, 32(2) June 2005.

"Labor Market Flexibility: An Index Approach to Cross-Country Comparisons", (with Robert Lawson) Journal of Labor Research. 25, 1 (Winter) 2004.

"User Charges and Special Districts" (with Paul Downing) in J. Richard Aronson and Eli Schwartz, Eds. Management Policies in Local Government Finance 5<sup>th</sup> ed., (Washington, D.C.:ICMA), 2004.

"Institutions North and South: What Guns, Germs, and Steel Can and Can't Tell Us About Development in the New World", The Journal of Private Enterprise, 19, 1 (Fall) 2003.

"Innovative Transit Financing in Florida" (with Keith Simmonds and Gary Paul), State of Florida Department of Transportation, 2001.

"Incentives for Efficiency: User Charges and Municipal Spending", Journal of Public Finance and Public Choice, 17, 1, 1999.

"Active Labor Market Policies and Measured Unemployment in Europe", The Journal of Private Enterprise, 15, 1 (Fall) 1999.

"User Charges and Bureaucratic Inefficiency", (with Paul Downing) Atlantic Economic Journal, 26, 2 (June), 1998.

"Regulation, Unions, and Labor Markets", (with James Gwartney) Regulation, 21, 3 (Summer), 1998.

## **SELECTED PRESENTATIONS AND PROFESSIONAL MEETINGS:**

"Statistical Analyses of Compensation and Employee Selection – Practical Tips," (with Paul White, Ph.D). for the Triangle Industry Liaison Group. Raleigh, NC, March 2010.

"Analyzing Employee Data to Minimize Risk In Discrimination and Wage & Hour Claims," (with Paul White, Rick Holt, and John Fahr). Presentation for Fortney & Scott, Washington D.C., February 2010.

"Statistical Analysis of Disparate Impact Claims" (with Leslie Mc Clendon, AUSA), Presented as part of the session Using a Statistician as a Litigation Technique in Defending Against Disparate Impact Claims for the DOJ Basic Employment Discrimination Seminar, April 2009.

"Statistics and Economics in Employment Litigation" (with Paul White), Presented as part of the seminar "The Lily Ledbetter Fair Pay Act" for Paley Rothman, LLP. March, 2009



"Institutional Obstacles to Economic Development in Mexico". Presented at the 2004 meetings of the Association of Private Enterprise Education, Nassau, Bahamas.

"Removing Obstacles to Economic Development in Mexico and the United States", presented as part of Avances de Investigación en Desarrollo Comunitario en la Florida A & M University y en la Universidad Iberoamericana. Mexico City, September, 2003.

"Is Gender Inequality an Important Component of Economic Freedom?", Presented at the 2002 meetings of the Association of Private Enterprise Education, Cancun, Mexico.

"Regulation of Labor Markets: An International Survey" (with Robert Lawson), presented at the Liberating Labour Markets International Colloquium, Liberales Institut, Potsdam, Germany, April 2002.

"Public Finance and its Impact on Microenterprises and Community Development", presented as part of the seminar Desarrollo Comunitario y Microempresa, Universidad Iberoamericana, Mexico City, March 2002.

## #15

### RESOLUTION AUTHORIZING ADVERTISING FOR BIDS SUMMER BUS TRANSPORTATION PROGRAM DEPT OF RECREATION AND PARKS

RESOLVED that, pursuant to the request of James R. Gilchrist, Director of Recreation and Parks, Town Clerk Ann Spofford is hereby authorized to advertise for bids for bus transportation for the Town of Carmel Recreation and Parks 2015 Summer Camp Program; and

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #16

### RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Michael Simone Town of Carmel Highway Superintendent, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the purchase of the following items for fiscal year 2015:

- Crushed Gravel
- Granular Base (Item 4)
- Run of Bank Gravel
- Bituminous Concrete
- Road Oils, Cut Backs, etc.
- Catch Basins & Sumps with Tops
- Tree Felling & Trimming
- Steel Culvert Drainage Pipe
- Aluminum Culvert Drainage Pipe
- Polyethylene Drainage Pipe

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

#### 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	_____	_____

## #17

### **RESOLUTION AUTHORIZING EXECUTION OF STORMWATER MAINTENANCE AGREEMENT**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to execute the attached Stormwater Maintenance Agreement pursuant to Article X of Chapter 156 of the Town of Carmel Town Code, for the parcel known and designated as Tax Map # 55.10-1-12 in form as attached hereto and made a part hereof.

#### 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	_____	_____

## Stormwater Control Facility Maintenance Agreement

Whereas, the Town of Carmel, County of Putnam, State of New York ("Municipality") and AC I Carmel LLC ("facility owner") want to enter into an agreement to provide for the long-term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project, and

Whereas, the Municipality and the facility owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components. Therefore, the Municipality and the facility owner agree as follows:

1. This agreement binds the Municipality and the facility owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A of this agreement.
2. The facility owner and or Tenant shall maintain, clean, repair, replace and continue the stormwater control measures depicted in Schedule A as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds.
3. The facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The facility owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality, within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The facility owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.

Facility Owner: AC I Carmel LLC

Owner's Representative: Benjamin Ringel

Representative Signature: Benjamin Ringel

### ACKNOWLEDGEMENTS

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

On this 6 day of January, 2015, before me personally appeared Benjamin Ringel, personally known by me, who, being by me duly sworn, did depose and say that he/she resides at Lawrence, NY, that he/she is Manager of AC I CARMEL LLC, the company described in this instrument and that he/she executed this instrument on behalf of said company and that he/ she had the authority to do so.

Christina A. Cooke

STATE OF NEW YORK

NOTARY PUBLIC

My Commission expires September 16, 2017

Commission # 01C06288983

Christina A. Cooke  
NOTARY PUBLIC

6. The facility owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The facility owner shall provide to the Municipality, within 30 days of the date of this agreement, a security for the maintenance and continuation of the stormwater control measures in the form of a bond, letter of credit or escrow account in an amount not to exceed \$2,500 if applicable.
8. This agreement shall be recorded in the Office of the County Clerk, County of Putnam together with the deed for the subject premises.
9. If ever the Municipality determines that the facility owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer within ninety (90) days after written notification (**return receipt required**) by the Municipality to the facility owner, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix such reasonable expenses thereof as a lien against the property.
10. This agreement is effective JANUARY 6, 2015.

Facility Owner: AC I Carmel LLC.

Owner's Representative: Benjamin Ringel

Representative Signature: [Signature]

Municipality:

The Town of Carmel, New York

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

#### ACKNOWLEDGEMENTS

STATE OF New York )  
COUNTY OF New York ) SS:

On this 6 day of January, 2015, before me personally appeared Benjamin Ringel, personally known by me, who, being by me duly sworn, did depose and say that he/she resides at Lawrence, NY, that he/she is Manager of AC I CARMEL LLC, the company described in this instrument and that he/she executed this instrument on behalf of said company and that he/she had the authority to do so.

Christina A. Cooke

STATE OF NEW YORK  
NOTARY PUBLIC

My Commission Expires September 16, 2017

Commission # 01C06288983

[Signature]  
Name: Christina A Cooke  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF CARMEL TOWN:**

STATE OF NEW YORK     )  
                                      ) ss.:  
TOWN OF CARMEL)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came **Kenneth Schmitt** to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the Town Supervisor of the Town of Carmel, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Carmel TOWN Charter and that he signed his name thereto under the same authority.

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

**ACKNOWLEDGMENT OF OWNER:**

STATE OF NEW YORK     )  
                                      ) ss.:  
TOWN OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

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

## #18

### RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING ENTRY INTO CONTRACT FOR TREATMENT OF UPPER AND LOWER TEAKETTLE SPOUT LAKE

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Teakettle Spout Lake Park District, hereby authorizes the extension of its contract for herbicide treatment services at Upper and Lower Teakettle Spout Lake Casse for the 2015 and 2016 with The Pond and Lake Connection, Newtown CT, at a contract price not to exceed \$13,500 and \$12,500, respectively; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect the authorization upon the terms authorized herein.

#### 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	_____	_____



## **#19**

### **RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT**

**WHEREAS**, on December 30, 2014, Town of Carmel Superintendent of Highways Michael Simone filed Charges of Misconduct and Incompetence against employee #1717;

**WHEREAS**, on January 7, 2015, the Town of Carmel Town Board ("Town Board") appointed a Hearing Officer to conduct a Hearing regarding the Charges of Misconduct and Incompetence, and set a date of February 6, 2015 to commence the Hearing on the Charges of Misconduct and Incompetence;

**WHEREAS**, Employee #1717 has submitted a letter of resignation, and executed a Settlement Agreement and an Agreement and General Release; and

**WHEREAS**, an authorized representative of Local 456, International Brotherhood of Teamsters, Employee #1717's collective bargaining representative during his employment with the Town of Carmel Highway Department, also signed the Settlement Agreement;

**NOW THEREFORE BE IT RESOLVED** that this Town Board hereby accepts the resignation of Employee #1717.

**BE IT FURTHER RESOLVED** that the Town Board hereby authorized Supervisor Schmitt to execute the Settlement Agreement and Agreement and General Release on behalf of the Town.

**BE IT FURTHER RESOLVED** that the Town Board cancels the Hearing set to commence on February 6, 2015.

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	_____	_____