

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

AGENDA
TOWN BOARD VOTING MEETING
Wednesday, November 6, 2013 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Voting Meeting:

1. **Public Hearing:** On a possible Local Law amending the Town Code of the Town of Carmel to add Chapter 112 entitled, "PORTABLE BATHROOMS AND FACILITIES"
2. **Public Hearing:** On a Local Law to Override the Limit on the Amount of Real Property Taxes that may be levied by the pursuant to General Municipal Law § 3-c
3. **Public Hearing:** In connection with the Preliminary Budget Fiscal Year Ending 2014
4. Accept Town Board Minutes, September 25, October 2 and 16, 2013
5. Res: Authorizing Entry into Agreement with New York State Department of Environmental Conservation – License Issuing Agent Agreement
6. Res: Authorizing Budget Transfer – Electrical Upgrades Chamber Park
7. Res: Authorizing Budget Modifications #2013-02
8. Res: Accepting Proposal and Authorizing Purchase of Pavilion – Lake Secor Park District
9. Res: Request for Proposals – Engineering Services – Camarda Park
10. Res: Authorizing Issuance of License for the Collection of Commercial Refuse and Garbage within the Town of Carmel – AAA Carting & Rubbish Removal
11. Res: Authorizing Issuance of License for the Collection of Commercial Refuse and Garbage within the Town of Carmel – R & S Waste Services, LLC
12. Res: Authorizing Issuance of License for the Collection of Commercial Refuse and Garbage within the Town of Carmel – Mid-Hudson Waste, Inc.

13. Res: Consenting to Lead Agency Status East of Hudson Watershed Corporation
14. Res: Authorizing Advertising for Bids for the Cleaning of the Police Department
15. Res: Authorizing Advertising for Bids for the Purchase of Police Uniforms
16. Res: Authorizing Advertising for Bids for the Cleaning of Police Uniforms
17. Res: Authorizing Mailing of Lake Casse Park District Newsletter
18. Res: Scheduling Public Hearing to Hear Objections to Assessment Rolls for the Operation and Maintenance of the Improvements of the Garbage, Sewer and Water Districts for Fiscal Year 2013 (December 4, 2013)
19. Res: Authorizing the Financing of the Cost of Expert Appraisal Expenses in Connection with the Revaluation of Project for Purposes of Taxation in the Town of Carmel, Putnam County, New York, at a Maximum Estimated Cost of \$995,000, and Authorizing the Issuance of Up to \$995,000 Bonds of Said Town to Pay the Cost Hereof

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

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

Executive Session:

1. Budget F/Y 2014 Personnel

RECEIVED

OCT 31 2013

SUPERVISOR'S OFFICE
TOWN OF CARMEL

Office of the Town Clerk

Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

Published + Posted

10/31/13

C. SUPERVISOR

PH #1

Telephone: 845-628-1500

Fax: 845-628-7434

Ann Spofford, Town Clerk

Phyllis Bourges, Deputy Town Clerk

LEGAL NOTICE

NOTICE OF PUBLIC
HEARING

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, November
6, 2013 at 7:00 p.m. or as
soon thereafter that evening
as possible on a Local Law
amending the Town Code
to add Chapter 112 entitled
"PORTABLE BATHROOMS
AND FACILITIES"; as
follows:

PROPOSED LOCAL LAW
OF THE YEAR 2013

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

SECTION 1: PURPOSE

The purpose of this
local law is to establish
and impose restrictions
upon the installation and
operation of portable
bathrooms for the purpose
of securing and promoting
the public health, comfort,
convenience, safety, welfare
and prosperity of the Town
and its inhabitants.

SECTION 2:
AMENDMENT OF THE
TOWN CODE

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

§ 1. Purpose.

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

§ 2. Authority.

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

§ 3. Enforcement.

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

§ 4. Definitions.

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

PORTABLE BATHROOM

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

VIOLATOR or ANY
PERSON WHO VIOLATES
ANY PROVISION OF THIS
CHAPTER

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

§ 5. Existing and New
Portable Bathrooms.

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

A. No portable
bathrooms, shall be installed
or maintained on residential
properties, improved or
otherwise, within the Town
of Carmel unless fully
screened from view from
any street within the Town
of Carmel. Said screening
shall be with a minimum
six foot tall living fence,
of such density that the
portable bathroom facility
or facilities cannot be seen
through the living fence.
Said living fence must
be of evergreen trees and
maintained year round.

B. No portable
bathrooms, shall thereafter
be installed or maintained
on residential properties,
improved or otherwise,
within the Town of Carmel
between the dates of
November 1st and April 30th
each year.

§ 6. Penalties for offenses.

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

which prohibited acts occur
shall be jointly and severally
liable for violations of this
chapter.

B. Compliance with the
provisions of this chapter
may also be compelled
and violations restrained
by order or by injunction
of a court of competent
jurisdiction.

C. In the event the
Town is required to take
legal action to enforce
the provisions of this
chapter, the violator will
be responsible for any and
all necessary costs incurred
by the Town relative thereto,
including attorneys' fees,
and such amount shall be
determined and assessed by
the court.

D. Any fine imposed
and any costs incurred
hereunder shall constitute
a lien upon the real property
where the portable bathroom
facility is located. If such
fine and/or costs assessed by
the court are as possible on
a Local Law amending the
Town Code to add Chapter
112 entitled "PORTABLE
BATHROOMS AND
FACILITIES" not paid in
full within 30 days from
the date determined and
assessed by the Court, such
fine and/or costs shall be
charged to the property so
affected by including such
expense in the next annual
Town tax levy against the
property.

§ 7. When effective.

This chapter shall take
effect immediately in
accordance with the law of
the State of New York.

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



Office of the Town Clerk
Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

Published + Posted

10/31/13

cc: Supervisor

Ann Spofford, Town Clerk
Phyllis Bourges, Deputy Town Clerk

Telephone: 845-628-1500

Fax: 845-628-7434

PH #2

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

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, November 6, 2013 at 7:00 p.m. or as soon thereafter that evening as possible to consider the adoption of a local law to override the limit on the amount of real property taxes that may be levied by the Town of Carmel, County of Putnam pursuant to General Municipal Law § 3-c; as follows:

PROPOSED LOCAL LAW # OF THE YEAR 2013 A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT

ESTABLISHED IN GENERAL MUNICIPAL LAW 3-C

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Carmel, County of Putnam pursuant to General Municipal Law § 3-c, and to allow the Town of Carmel, County of Putnam to adopt a town budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the Town Board for the fiscal year 2014 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority.

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the town board.

Section 3. Tax Levy Limit Override.

The Town Board of the Town of Carmel, County of Putnam is hereby authorized to adopt a budget for the fiscal year 2014 that requires a real property tax levy in excess of the limit specified in General Municipal Law § 3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

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



Office of the Town Clerk
Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

Published + Posted
10/31/13

cc: supervisor

Telephone: 845-628-1500

Fax: 845-628-7434

PH#3

Ann Spofford, Town Clerk
Phyllis Bourges, Deputy Town Clerk

LEGAL NOTICE

**NOTICE OF PUBLIC
HEARING**

**TOWN OF CARMEL
PRELIMINARY BUDGET
NOTICE IS HEREBY
GIVEN**, that the Town Board
of the Town of Carmel will
conduct a Public Hearing on
the 6th day of November,
2013 at Town Hall, 60
McAlpin Avenue, Mahopac,
New York, at 7:00 p.m. or as
soon thereafter that evening
as possible in regard to the
Preliminary Budget for the
fiscal year 2014 including
the General Town Fund,
Highway Funds as well as
all Water Districts, Sewer
Districts, Park Districts, Fire
Districts, Fire Protection
Districts and Lighting
Districts, and

**BE IT FURTHER
NOTICED** that pursuant
to Section 108 of the
Town Law, the proposed
salaries of the following
officials for fiscal year
2014 are hereby specified
as follows: Supervisor:
\$100,812.00, Town Council
Members (ea): \$19,645.00,
Town Clerk: \$81,886.00 and
Highway Superintendent:
\$103,845.00.

**AND BE IT FURTHER
NOTICED**, that the
Preliminary Budget for the
Town of Carmel has been
completed and filed in the
Office of the Town Clerk,
Town Hall, 60 McAlpin
Avenue, Mahopac, New
York, where it is available
for public inspection from
8:30 a.m. to 4:30 p.m.
Monday through Friday.

At said Public Hearing,
any resident may be heard
in favor of or against the
Preliminary Budget as
compiled or for or against
any item or items contained
therein. 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

#5

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT WITH NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION – LICENSE ISSUING AGENT AGREEMENT

RESOLVED, that the Town Board of the Town of Carmel, hereby authorizes the entry into an agreement between the Town of Carmel and the New York State Department of Environmental Conservation for the issuance of hunting, trapping and fishing licenses at Town of Carmel Town Hall, said agreement being in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is designated as the "license issuing agent" as set forth in said agreement; and

BE IT FURTHER RESOLVED, that Town Clerk Ann Spofford is hereby authorized and directed to execute said agreement and to designate and appoint any assistant license issuing agent required thereunder.

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	_____	_____

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Division of Fish, Wildlife & Marine Resources
License & Promotional Sales
625 Broadway, 1st Floor, Albany, New York 12233-4790
Phone: (518) 402-8843 • Fax: (518) 473-2105
Website: www.dec.ny.gov



Joe Martens
Commissioner

September 30, 2013 ☒ Work Session 10/23/13

☐ Agenda _____

Dear License Sales Agent:

Just to clarify some enhancements in your Agent Agreement which is enclosed. There was concern that the Agent of Record would not always be the actual person doing the selling. We have addressed that in the new agreement. In Section 2 ~ Appointment, you now have the option to identify someone to be trained and therefore would be able to sell and train other clerks under your agent number. Alternatively, you may have the same name in both the License Issuing Agent and the Assistant License Issuing Agent. This enhancement will assist Town Clerks so they can appoint their deputy while still being the Agent of Record. It will also be appropriate for our large retail store Agents to be able to allow a designated clerk to do the selling to attend training and then train others in their department. The person identified will be the contact for our Revenue Office.

Please remember that with any personnel changes at your establishment, either someone being transferred from one store to another for retail Agents or changes within the municipalities, a new Agent Agreement **must** be submitted to our Revenue Department. The new Agent Agreement outlines this in detail under Section 11 ~ Termination subsection F. If you do not notify Revenue of your changes, the Agent of Record on file will be held accountable for any discrepancies.

Additionally, please remember that we are limited to only one License Issuing Agent or Assistant License Issuing Agent participating in the hands-on training from each agent location. Please make sure you return your Agent Agreement in the postage paid envelope no later than December 15, 2013.

Sincerely,

Donna Kalled
Project Specialist

Enc. Agent Agreement
Training Invitation

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
LICENSE ISSUING AGENT AGREEMENT**

(Do not alter this Agreement. If information is incorrect, please call the New York State Department of Environmental Conservation at 518-402-9365.)

This Agreement entered into between the New York State Department of Environmental Conservation (hereinafter referred to as the "Department"), with offices at 625 Broadway, Albany, New York 12233, and _____,

as the _____^{Name}
☐owner ☐municipal clerk ☐manager of

Business/Municipality Name

Street Address

City/Town/Village

State

Zip Code

(hereinafter collectively referred to as the "License Issuing Agent")

WITNESSETH:

WHEREAS, the Department is authorized by § 11-0713 of the Environmental Conservation Law and applicable rules and regulations to appoint agents to issue licenses for the privilege of hunting and fishing in New York State; and

WHEREAS, the License Issuing Agent has applied to the Department for appointment as such a License Issuing Agent; and

WHEREAS, the Department has determined that the License Issuing Agent is qualified to be appointed as a license issuing agent.

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning provided herein:

License Issuing Agent – shall mean both the *License Issuing Agent* and the *License Issuing Officer* as provided in 6 NYCRR § 177.1(f) and (g) of the Department regulations and shall also mean the duly appointed owner, municipal clerk, or manager set forth above.

Assistant License Issuing Agent – shall mean the individual appointed by the Licensing Issuing Agent to receive Department sponsored training for the purpose of issuing sportsman licenses and to be the point of contact for any Department inquiries.

Approved location – shall mean the business' or municipality's address as set forth in the beginning of this Agreement.

2. **APPOINTMENT**

A. The Department hereby appoints the License Issuing Agent and their duly appointed Assistant License Issuing Agent (designed below) to be an agent issuing hunting, trapping, and fishing licenses at the approved location.

B. The License Issuing Agent hereby appoints _____, _____
Name
_____, as the Assistant License Issuing Agent.
Title

(See paragraph [11. F] herein for information regarding changes in appointment of the Assistant License Issuing Agent.)

3. **DEPARTMENT REPRESENTATIONS**

The Department hereby agrees that it will:

A. Provide the License Issuing Agent with a license printer (and necessary supplies) at the approved location for the sale and reporting of hunting and fishing licenses and provide necessary support for the printer.

B. Pay a commission to the License Issuing Agent for each license sold as prescribed in Department laws, rules and regulations.

C. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll free telephone "help desk" service to answer questions and assist with problems.

D. Provide informational materials for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, etc., regarding regulatory requirements for all authorized licenses issued.

4. **AGENT REPRESENTATIONS**

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment "A" for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Provide reasonable and necessary security to protect equipment and supplies from damage and unauthorized use.

C. Ensure that all Department license issuing equipment is maintained in good working condition and returned to the Department when license sales are no longer provided at the approved location.

D. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent's account may result in immediate termination of this Agreement.

E. The License Issuing Agent must provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

F. The License Issuing Agent agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents or employees, in the performance of this Agreement.

G. The License Issuing Agent is solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

5. **AGENT RESPONSIBILITY**

A. General Responsibility: The License Issuing Agent shall at all times during the Agreement term remain responsible. The License Issuing Agent agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the License Issuing Agent. In the event of such suspension, the License Issuing Agent will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the License Issuing Agent must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

6. **LICENSE ISSUING CONDITIONS**

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the Assistant License Issuing Agent or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system by the Assistant License Issuing Agent prior to using the issuance system.

C. The Assistant License Issuing Agent must receive recurring training sponsored by the Department at least once every three years or sooner as circumstances warrant as determined by the Department.

D. The License Issuing Agent and its employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 (www.dec.ny.gov/regs/3936.html) and 6 NYCRR Part 183 (www.dec.ny.gov/regs/3931.html).

E. All personal data provided by customers shall be kept confidential to the extent required by Law.

F. All documents considered returnable documents as well as all voided licenses for which credit is requested must be returned to the Department within one month of the transaction.

G. All funds received from the sale of licenses, less the commission fee established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

H. No license may be sold for a fee in excess of or less than the amount established by the Department.

I. The complete catalog of sportsman licenses must be available for sale at the License Issuing Agent's approved location as designated in this Agreement.

7. USE OF EQUIPMENT AND SUPPLIES

A. Supplies and equipment assigned to the License Issuing Agent for the printing of licenses are to be used for that purpose only, unless prior approval for such use is provided by the Department. Equipment is not transferable to other license issuing agent locations.

B. In the event that defective equipment is replaced, the License Issuing Agent shall return the defective equipment immediately to the specified repair center. The License Issuing Agent shall pay for any such equipment not returned, or equipment that shows obvious abuse. Failure to remit payment for abused or unreturned equipment may result in the immediate termination of this Agreement.

8. CHANGE IN OWNERSHIP

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. At the time of termination, all Department-provided licensing equipment must be returned to the Department or the

Department's representative. This License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell hunting and fishing licenses.

9. **CHANGE IN MUNICIPAL CLERK**

In the event of a change in municipal clerk from that who entered into this Agreement, the Department must be notified within 30 days of such change and this Agreement will become void at the time of such change. To avoid a disruption in service, a new Agreement should be submitted in advance of such change signed by the new municipal clerk. If the municipality intends to submit a new Agreement, Department-provided equipment does not need to be returned.

10. **COMPLIANCE INSPECTIONS**

The Department reserves the right to inspect the approved location for the purpose of determining compliance with this Agreement.

11. **TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for and return all equipment and supplies to the Department within 30 days of such termination.

E. Termination for Non-Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application

Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant Licensing Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

12. **TERM**

This Agreement shall remain in effect from the date of execution until such termination.

13. **APPLICABLE LAWS**

A. This Agreement shall be governed by the laws of the State of New York.

B. All licenses shall be issued in accordance with the provisions of the New York Codes, Rules and Regulations of the State of New York (<http://www.dec.ny.gov/regs/2494.html>) and New York State Law and the policies and procedures of the Department.

14. **TOTAL AGREEMENT**

This Agreement together with any laws, documents and instruments herein referenced, shall constitute the entire agreement and any previous communication pertaining to this Agreement is hereby superseded.

15. **CONTRACT AMENDMENT**

Any agreement revisions, including payment adjustments or time extensions, shall be made by a written amendment to the agreement, signed by both parties.

Signature _____
License Issuing Agent
(notarization required below)

Date: _____

LICENSE ISSUING AGENT ACKNOWLEDGMENT

State of _____)
County of _____) s.s.:

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her /their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date Notary Expires

Notary Public

Signature _____
DEC Representative

Date: _____

NOTE: A faxed copy of this agreement and the associated application will not be accepted.

Completed applications and agreements in their original form should be mailed to:

Attn: Revenue and Accounting Unit
New York State Department of Environmental Conservation
625 Broadway, 10th Floor
Albany, New York 12233-4900

Attachment A

New York State Department of Environmental Conservation
Division of Management & Budget Services
Bureau of Revenue Management -10th Floor
625 Broadway, Albany, New York 12233-5012
Phone: (518) 402-9365 • FAX: (518) 402-9023
Website: www.dec.state.ny.us

Please complete, review and sign this form. Attach a voided check or a statement from your bank that includes the routing number and account number for the account from which the ACH debits will be drawn and mail this items to the address above.

New York State Department of Environmental Conservation Authorization Agreement for Direct Payments (ACH Debits) relative to the Department's automated sporting license system.

Agent/Officer Name: _____
Business Address: _____
City: _____
State: _____
ZIP: _____
Telephone: _____

I hereby authorize the New York State Department of Environmental Conservation, hereinafter called DEPARTMENT, to initiate debit entries to my account indicated below at the financial institution named below, hereinafter called DEPOSITORY, and to debit the same account. I acknowledge that the origination of ACH Transactions to my account must comply with the provisions of U.S. law.

Branch Name: _____
Address: _____
City: _____
State: _____
ZIP Code: _____
Contact: _____
Telephone: _____
Routing Number: _____
Account Number: _____
Account Name _____
Account Type: ☐ Checking ☐ Savings ☐

This authorization is to remain in full force and effect until DEPARTMENT has received written notification from me of its termination in such manner as to afford DEPARTMENT and DEPOSITORY a reasonable opportunity to act on it.

Signature: _____
Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
LICENSE ISSUING AGENT APPLICATION
ATTACHMENT "B"**



LICENSE ISSUING AGENT PERSONAL INFORMATION		
FIRST, MIDDLE INITIAL, LAST NAME:		
HOME ADDRESS:		
STREET/PO BOX:		
CITY:	STATE:	ZIP CODE:
HOME TELEPHONE NUMBER: _____		WORK TELEPHONE NUMBER: _____
HAS APPLICANT SOLD NEW YORK STATE HUNTING AND FISHING LICENSES PREVIOUSLY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE AGENT NUMBER: _____		
HAVE YOU EVER BEEN DENIED A BOND OR BEEN THE DEFENDANT IN COURT PROCEEDINGS INVOLVING THE NONPAYMENT OF DEBTS? <input type="checkbox"/> YES <input type="checkbox"/> NO		
HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE AGENT 18 YEARS OF AGE OR OLDER? <input type="checkbox"/> YES <input type="checkbox"/> NO		
POSITION OF APPLICANT: <input type="checkbox"/> OWNER <input type="checkbox"/> MUNICIPAL CLERK <input type="checkbox"/> MANAGER		
BUSINESS INFORMATION		
LEGAL NAME OF BUSINESS OR MUNICIPALITY:		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
TYPE OF BUSINESS: <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED PARTNERSHIP		
BUSINESS MAILING ADDRESS:		
STREET/PO BOX:		
CITY:	STATE:	ZIP CODE:
BUSINESS SHIPPING ADDRESS (If Different From Above)		
STREET ADDRESS		
CITY	STATE:	ZIP CODE:
BUSINESS TELEPHONE NUMBER:		BUSINESS FAX NUMBER:
BUSINESS E-MAIL ADDRESS:		
HAS THIS BUSINESS LOCATION SOLD NEW YORK STATE HUNTING AND FISHING LICENSES PREVIOUSLY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE AGENT NUMBER: _____		

BUSINESS OPERATIONS		
DAYS/HOURS OF OPERATION		
DAY OF WEEK	OPENING TIME	CLOSING TIME
SUNDAY	__ AM __ PM	__ AM __ PM
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
IS THIS BUSINESS OPEN YEAR AROUND? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, STATE MONTHS OF OPERATION: _____		
ASSISTANT LICENSE ISSUING AGENT INFORMATION (To be appointed by the License Issuing Agent listed above)		
FIRST, MIDDLE INITIAL, LAST NAME: _____		
HOME ADDRESS: _____		
STREET/PO BOX: _____		
CITY: _____	STATE: _____	ZIP CODE: _____
HOME TELEPHONE NUMBER: _____		WORK TELEPHONE NUMBER: _____
HAVE THE ASSISTANT AGENT EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ASSISTANT AGENT 18 YEARS OF AGE OR OLDER? <input type="checkbox"/> YES <input type="checkbox"/> NO		

License Issuing Agent Applicant Certification and Signature:

The undersigned recognizes that this application is submitted for the express purpose of inducing the State of New York, through the Department, to appoint me as a license issuing agent with the authority to issue hunting, trapping, and fishing privileges in the State of New York; acknowledges that the State or the Department may, by means which it may choose, determine the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony or misdemeanor under Penal Law § 210; and states that the information submitted in this application and any attached pages is true, accurate and complete.

Signed: _____
 License Issuing Agent

Dated: _____

#6

RESOLUTION AUTHORIZING BUDGET TRANSFER

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Comptroller MaryAnn Maxwell to transfer the sum of \$6800 from the Parkland Trust Fund to the Chamber Park Line 7113.0040 for electrical upgrades completed at Chamber Park.

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 AUTHORIZING BUDGET MODIFICATIONS #2013-02

WHEREAS the Town Comptroller has reviewed the 2013 year-to-date Budget Modifications/Revisions for the period of July 1, 2013 through September 30, 2013 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule identified as #2013-03;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2013 year-to-date Budget Modifications/Revisions for the period of July 1, 2013 through September 30, 2013 as itemized on Schedule #2013-03 which is attached hereto, incorporated herein 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	_____	_____

TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 9/30/13 - #2013/03

Work Session 10/23/13

11/6/13

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
01	100-1989-9876	RESERVE FOR CERTIORARI SETTLEMENTS	*	13,092.00
	100-1930-0040	CERTIORARI SETTLEMENT EXPENSE		13,092.00
		- PROVIDE FOR CERTIORARI SETTLEMENT		
02	100-3120-0045	POLICE VEHICLE REPAIR EXPENSE		7,690.00
	100-1989-2681	INSURANCE RECOVERY	*	7,690.00
		- PROVIDE FOR ACCIDENT REPAIR COSTS		
03	100-3120-0029	POLICE SPECIAL EXPENSE FROM SEIZED ASSETS		4,051.00
	100-1989-1522	POLICE SPECIAL REVENUE	*	4,051.00
		- PROVIDE FOR POLICE EXPENSES FROM SEIZED ASSETS		
04	100-3120-0012	POLICE OVERTIME		135,644.00
	100-3121-0012	POLICE LAKE PATROL OVERTIME		20,356.00
	100-3120-0011	POLICE UNIFORM STAFF PAY		82,586.00
	100-3120-0016	POLICE HOLIDAY PAY		2,307.00
	100-3120-0080	POLICE RETIREMENT EXPENSE		23,454.00
	100-3120-0082	POLICE FICA/MED EXPENSE		6,607.00
	100-3120-0084	POLICE HEALTH BENEFIT EXPENSE		18,546.00
	100-3120-0085	POLICE DENTAL/OPTICAL EXPENSE		1,500.00
	100-1989-3391	STATE AID - POLICE SPECIAL ERT REIMB	*	9,600.00
	100-1989-3391	STATE AID - POLICE SPECIAL FUTURE ERT REIMB	*	11,400.00
		- PROVIDE/TRANSFER FOR POLICE OT EXPENSE FROM PO SALARY/BENEFIT LINE AND ERT FUNDS		
05	100-1310-0040	FINANCIAL ADVISOR EXPENSE		250.00
	100-1315-0044	COMPTROLLER CONSULTING EXPENSE		250.00
		- TRANSFER FOR FIN ADVISOR EXP		
06	100-1420-0042	JUSTICE COURT PROSECUTION		5,000.00
	100-1420-0043	SPECIAL COUNSEL BOARDS		10,000.00
	100-1420-0044	LABOR LEGAL SERVICES		5,000.00
	100-1420-0041	LITIGATION LEGAL SERVICES		20,000.00
		- TRANSFER FOR LEGAL EXPENSE		
07	100-1620-0020	BLDG EQUIPMENT		5,980.00
	100-1620-0040	BLDG CONTRACTUAL EXPENSE		4,000.00
	100-1620-0013	BLDG TEMP STAFF EXPENSE		5,180.00
	100-1620-0045	BLDG SPECIAL IMPROVEMENT EXP		4,800.00
		- TRANSFER FOR EQUIPMENT & CONTRACTUAL EXP		
08	100-1680-0020	INFO TECH EQUIP EXPENSE		545.00
	100-1680-0040	INFO TECH CONTRACTUAL EXPENSE		2,455.00
	100-1610-0044	CENTRAL SERVICE EXPENSE		3,000.00
		- TRANSFER FOR INFO TECH EXPENSE		
09	100-3120-0020	POLICE UNIFORM EXPENSE		3,000.00
	100-3120-0027	POLICE EQUIPMENT EXPENSE		1,000.00
	100-3120-0047	POLICE CONFERENCE TRAINING EXPENSE		4,000.00
		- TRANSFER FOR POLICE EXPENSES		
10	100-3310-0020	TRAFFIC SIGNS EQUIP EXPENSE		500.00
	100-3310-0040	TRAFFIC SIGNS CONTRACTUAL EXPENSE		500.00
		- TRANSFER FOR TRAFFIC EXPENSES		
11	100-3620-0013	CODES ENFORCEMENT TEMP STAFF EXP		20,000.00
	100-3620-0011	CODES ENFORCEMENT SALARY STAFF EXP		20,000.00
		- TRANSFER FOR TEMP STAFF EXPENSES		

TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 9/30/13 - #2013/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
12	100-7110-0013	PARK TEMP STAFF EXP		5,000.00	
	100-7110-0040	PARK CONTRACTUAL EXP		7,000.00	
	100-7020-0048	RECREATION PUBLICATION EXP		50.00	
	100-7113-0040	CHAMBER PARK CONT EXPENSE		1,500.00	
	100-7118-0040	BALDWIN MEADOWS CONT EXP		300.00	
	100-7118-0042	BALDWIN MEADOWS UTILITY EXP		700.00	
	100-7310-0040	YOUTH CONTRACTUAL EXPENSE		5,450.00	
	100-7180-0013	BEACH TEMP STAFF EXP			5,000.00
	100-7110-0045	PARK MAINTENANCE CONT EXP			7,000.00
	100-7020-0047	REC STAFF TRAINING EXP			50.00
	100-7140-0013	PLAYGROUND TEMP STAFF EXP			2,500.00
	100-7310-0045	YOUTH SELF SUSTAINING PROGRAM EXPENSE			5,450.00
		- TRANSFER FOR RECREATION EXPENSES			
12a	100-7113-0040	CHAMBER PARK CONT EXPENSE		6,800.00	
	100-1989-5030	INTERFUND TRANSFER - PARKLAND TRUST	*	6,800.00	
		- PROVIDE FOR ELECTRICAL UPGRADES FROM PARKLAND TRUST			
13	100-8010-0040	ZONING BOARD CONTRACTUAL EXP		250.00	
	100-8020-0047	PLANNING BOARD TRAINING EXP			250.00
		- TRANSFER FOR CONT EXP			
HIGHWAY FUND					
15	500-5130-0040	MACHINERY REPAIR EXPENSE		50,000.00	
	500-5140-0012	WEEDS BRUSH OVERTIME EXPENSE		5,000.00	
	500-5140-0048	WEEDS BRUSH CLEANUP EXPENSE		25,000.00	
	500-5010-4321	FEDERAL AID - FEMA SANDY	*	60,000.00	
	500-5010-2681	INSURANCE RECOVERY	*	20,000.00	
		- PROVIDE FOR MACHINERY REPAIR/WEEDS BRUSH EXPENSE			
16	500-5148-0040	OTHER GOVT EXP		1,700.00	
	500-5010-2650	SALE OF SCRAP AND MATERIALS	*	1,700.00	
		- PROVIDE FOR OTHER GOVT EXP			
17	500-5110-0020	GENERAL REPAIR TOOL EXPENSE		100.00	
	500-5142-0040	SNOW REMOVAL RENTAL EXPENSE		200.00	
	500-5110-0046	GENERAL REPAIR RENTAL EXPENSE			300.00
		- TRANSFER FOR GENERAL REPAIR EXPENSE			
CARMEL AMBULANCE DISTRICT					
18	201-4540-0048	OTHER EXPENDITURES		100.00	
	201-9025-0040	LOSAP ADMIN EXPENSE			100.00
		- TRANSFER FOR CERT SETTLEMENT EXP			
CARMEL FIRE PROTECTION DISTRICT #2					
19	302-3410-0048	OTHER EXPENDITURES		1,800.00	
	302-9025-0090	LOSAP CONTRIBUTION EXPENSE			1,800.00
		- TRANSFER FOR CERT SETTLEMENT EXP			
CARMEL FIRE PROTECTION DISTRICT #3					
20	303-3410-0048	OTHER EXPENDITURES		300.00	
	303-9025-0040	LOSAP ADMIN EXPENSE			300.00
		- TRANSFER FOR CERT SETTLEMENT EXP			
21	303-9901-0099	TRANSFER TO OTHER FUNDS		561.00	
	303-9025-0090	LOSAP CONTRIBUTION EXPENSE			561.00
		- PROVIDE FOR TRANS TO CARMEL FIRE DIST 351			
CARMEL FIRE DISTRICT #3					
22	351-3410-0048	OTHER EXPENDITURES		561.00	
	351-3410-5030	TRANSFER FROM OTHER FUNDS	*	561.00	
		- PROVIDE FOR CERT SETTLEMENT EXP			

TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 9/30/13 - #2013/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
TEAKETTLE LAKE PARK DISTRICT				
23	403-7140-0041	SUPPLIES & MATERIAL EXP	9,900.00	
	403-7140-9888	REPAIR RESERVE APPROPRIATION - PROVIDE FOR HYDRAULIC STUDY AND EMERGENCY ACTION PLAN EXPENSE PER TB RESOLUTION	9,900.00	
LAKE SECOR PARK DISTRICT				
24	404-7140-0041	SUPPLIES & MATERIAL EXP	100.00	
	404-7140-0099	REPAIR RESERVE FUND - TRANSFER FOR SUPPLIES/MATERIAL EXP		100.00
CARMEL WATER DISTRICT #1				
25	601-8310-0047	EMERGENCY REPAIRS	1,500.00	
	601-8310-0020	EQUIPMENT EXPENSE		1,000.00
	601-8310-0042	UTILITY EXPENSE - TRANSFER FOR EMERGENCY REPAIR EXPENSE		500.00
CARMEL WATER DISTRICT #2				
26	602-8310-0040	CONTRACTUAL EXPENDITURES	8,000.00	
	602-8310-0047	EMERGENCY REPAIRS	21,000.00	
	602-8310-0048	OTHER OPERATING EXPENSE	2,960.00	
	602-8310-0090	CONTINGENCY		8,000.00
	602-8310-0046	PURCHASE OF WATER		15,000.00
	602-8310-4321	FEDERAL AID - FEMA - PROVIDE/TRANSFER FOR EMERGENCY REPAIR EXPENSE	8,960.00	
26a	602-8310-0049	OTHER OPERATING EXPENSE	5,443.00	
	602-8310-2140	WATER RENT REVENUE - PROVIDE FOR WATER ACT REFUND	5,443.00	
CARMEL WATER DISTRICT #3				
27	603-8310-0020	EQUIPMENT EXPENSE	100.00	
	603-8310-0040	CONTRACTUAL EXPENDITURES - TRANSFER FOR EQUIPMENT EXPENSE		100.00
CARMEL WATER DISTRICT #4				
28	604-8310-0047	EMERGENCY REPAIRS	9,638.00	
	604-8310-2681	INSURANCE RECOVERY ASSET	5,926.00	
	604-8310-4321	FEDERAL AID - FEMA - PROVIDE FOR EMERGENCY REPAIR EXPENSE	3,712.00	
CARMEL WATER DISTRICT #5				
29	605-8310-0047	EMERGENCY REPAIRS	1,982.00	
	605-8310-4321	FEDERAL AID - FEMA - PROVIDE FOR EMERGENCY REPAIR EXPENSE	1,982.00	
CARMEL WATER DISTRICT #8				
30	608-8310-0020	EQUIPMENT EXPENSE	17,800.00	
	608-8310-0048	OTHER OPERATING EXPENSE	1,200.00	
	608-8310-0047	EMERGENCY REPAIRS		4,000.00
	608-8310-0090	CONTINGENCY		6,000.00
	608-8310-0099	REPAIR RESERVE FUND - TRANSFER FOR EQUIPMENT EXPENSE		9,000.00
CARMEL WATER DISTRICT #9				
31	609-8310-0047	EMERGENCY REPAIRS	7,000.00	
	609-8310-0090	CONTINGENCY		5,000.00
	609-8310-0099	REPAIR RESERVE FUND - TRANSFER FOR EMERGENCY REPAIR EXPENSE		2,000.00

TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 9/30/13 - #2013/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #12				
32	612-8310-0040	CONTRACTUAL EXPENDITURES	29,570.00	
	612-8310-0047	EMERGENCY REPAIRS	12,000.00	
	612-8310-9909	APPROPRIATE FUND BALANCE	*	35,000.00
	612-8310-2681	INSURANCE RECOVERY ASSET	*	5,910.00
	612-8310-4321	FEDERAL AID - FEMA	*	660.00
		- PROVIDE FOR CONT/EMERGENCY REPAIR EXPENSE		
CARMEL WATER DISTRICT #13				
33	613-8310-0047	EMERGENCY REPAIRS	1,883.00	
	613-8310-0099	REPAIR RESERVE FUND		1,300.00
	613-8310-4321	FEDERAL AID - FEMA	*	583.00
		- PROVIDE/TRANS FOR EMERGENCY REPAIR EXPENSE		
CARMEL WATER DISTRICT #14				
34	614-8310-0047	EMERGENCY REPAIRS	8,209.00	
	614-8310-2681	INSURANCE RECOVERY ASSET	*	8,209.00
		- PROVIDE FOR EMERGENCY REPAIR EXPENSE		
35	614-8310-0040	CONTRACTUAL EXPENDITURES	4,000.00	
	614-8310-0047	EMERGENCY REPAIRS		4,000.00
		- TRANSFER FOR CONT REPAIR EXP		
CARMEL SEWER DISTRICT #2				
36	702-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	25,760.00	
	702-8130-0040	CONTRACTUAL EXPENSES		25,760.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
37	702-8130-0040	CONTRACTUAL EXPENSES	7,600.00	
	702-8130-0041	CHEMICAL EXPENSES	5,000.00	
	702-8130-0099	REPAIR RESERVE FUND		12,600.00
		- TRANSFER FOR CONT/CHEMICAL EXP		
CARMEL SEWER DISTRICT #4				
38	704-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	40,000.00	
	704-8130-0142	UTILITY EXPENSES - MICROFILTRATION	3,000.00	
	704-8130-0040	CONTRACTUAL EXPENSES		40,000.00
	704-8130-0042	UTILITY EXPENSES		3,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
39	704-8130-0020	EQUIPMENT EXPENSES	7,000.00	
	704-8130-0040	CONTRACTUAL EXPENSES	8,000.00	
	704-8130-0099	REPAIR RESERVE FUND		15,000.00
		- TRANSFER FOR EQUIP/CONT EXP		
CARMEL SEWER DISTRICT #5				
40	705-8130-0040	CONTRACTUAL EXPENSES	5,000.00	
	705-8130-0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
CARMEL SEWER DISTRICT #6				
41	706-8130-0040	CONTRACTUAL EXPENSES	7,000.00	
	706-8130-0099	REPAIR RESERVE FUND		7,000.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		

TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 9/30/13 - #2013/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #7				
42	707-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	35,000.00	
	707-8130-0141	CHEMICAL EXPENSES - MICROFILTRATION	1,000.00	
	707-8130-0142	UTILITY EXPENSES - MICROFILTRATION	4,000.00	
	707-8130-0040	CONTRACTUAL EXPENSES		35,000.00
	707-8130-0041	CHEMICAL EXPENSES		1,000.00
	707-8130-0042	UTILITY EXPENSES		4,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
43	707-8130-0042	UTILITY EXPENSES	5,300.00	
	707-8130-0099	REPAIR RESERVE FUND		5,300.00
		- TRANSFER FOR UTILITY EXP		
CARMEL SEWER DISTRICT #8				
44	708-8130-0040	CONTRACTUAL EXPENDITURES	14,000.00	
	708-8130-0047	SLUDGE HAULING EXPENSE		1,000.00
	708-8130-0099	REPAIR RESERVE FUND		3,000.00
	708-8130-9909	APPROPRIATE FUND BALANCE	*	10,000.00
		- PROVIDE FOR EMER GENERATOR RENTAL EXPENSE		
CARMEL SEWER DISTRICT #2 DEBT FUND				
45	882-8130-0048	OTHER EXPENSES	2,145.00	
	882-8130-0040	CONTRACTUAL EXPENSES		2,145.00
		- TRANSFER FOR CERT SETTLEMENT EXP		
HIGHWAY RESURFACING CAPITAL PROJECT				
46	950-5112-0082	FICA/MED EXPENSE	1,500.00	
	950-5112-0080	EMPLOYEE BENEFIT EXPENSE		1,500.00
		- REVISE CAPITAL BORROWING EXPENSE		
HIGHWAY SPECIAL IMPROVEMENT CAPITAL FUND				
47	952-5112-0012	PROJECT OVERTIME EXPENSE	900.00	
	952-5112-0082	FICA/MED EXPENSE	100.00	
	952-5112-0040	PROJECT ENGINEERING EXP		1,000.00
		- REVISE CAPITAL BORROWING EXPENSE		
CARMEL WATER DISTRICT #8 CAPITAL FUND				
48	968-8310-0044	PROJECT ENGINEERING EXPENSE	4,500.00	
	968-8310-0045	CONTRACT IMPROVEMENTS	37,000.00	
	968-8310-0048	OTHER PROJECT EXPENDITURES		41,500.00
		- REVISE CAPITAL BORROWING EXPENSE		
AGENCY & TRUST FUNDS				
49	990-0037-0099	TRANSFER TO OTHER FUNDS - (100 Fund - Chamber Park)	6,800.00	
	990-0037-9909	PARKLANDS TRUST FUND APPROPRIATION	*	6,800.00
		- PROVIDE FOR PARK IMPROVEMENTS		

#8

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE OF PAVILION LAKE SECOR PARK DISTRICT

WHEREAS, the Lake Secor Park District Advisory Committee has solicited proposals for the purchase of a pavilion at Lake Secor park; and

WHEREAS the Lake Secor Park District Advisory Committee has advised the Town Board that it wishes to purchase a specific pavilion structure from Natural Structures in Baker City, Oregon; and

WHEREAS, the Town Board, has accordingly determined that the specific pavilion model sought to be purchased for Lake Secor is a "sole source" which exempts the purchase from the competitive bidding requirements of the General Municipal Law as well as the Town of Carmel Procurement Policy; and

NOW THEREFORE BE IT RESOLVED, that the Town of Carmel Town Board, as Commissioners of the Lake Secor Park District, hereby authorizes the purchase and delivery of a 20' x 24' Rocky Mountain Series Pavilion, from Natural Structures in Baker City OR, as fully described on the proposal sheet attached hereto and made a part hereof at a cost not to exceed \$20,189.00 (TWENTY THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS).

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	_____	_____



Rocky Mountain Series

Quotation/Order Form

REV 8/04/10

S.S.

QUOTE VALID FOR 10 DAYS FROM DATE.

Bill To: LAKE SECOR PARK DISTRICT

60 MCALPIN AVE
MAHOPAC NY 10541

Date: 24-Oct-13

Project: LAKE SECOR PARK

Ship To: MAHOPAC NY 10541

Contact: Robert Vara

Phone: 845-628-1500 ex. 183

Fax: 845-628-7085

E mail: riv2@ci.carmel.ny.us

Site Contact: ?

Site Phone: ?

Customer PO#: ?

Current Est. Ship Date: 4 to 6 Weeks from approved submittal

Required Delivery Date: Spring 2014

Qty	Catalog #	Description	Price Each	Price Total
1	98-R20024-8TSPSB-SS	20' x 24' Rocky Mountain Series Pavilion	\$16,103.00	\$16,103.00
		Includes		
	*	Open End Gable Roof with a 8/12 Roof Pitch, Non-bird nesting design		
	*	7'-6" Eve height		
	*	4 Steel Posts, 2 per side, spaced at 20' x 16"OC.		
	*	Steel Beams		
	*	Setting sun steel tube fret work both gable ends		
	*	Natur-Kote Two Stage powder coat all steel frame work, Fusion Bonded Epoxy undercoat, TGIC Polyester topcoat.		
	*	2" x 6" Select Hem Fir Tongue and Groove roof deck.		
	*	2" x 6" Fir Perimeter Eve Fascia		
	*	Clear Stain all wood.		
	*	24 Gauge Drip Edge, (Standard Colors)		
	*	30 LB Underlayment.		
	*	Snap Lock 24 Gauge Standing Seam Roof (Standard Colors)		
	*	Epoxy Set Zinc Coated Anchors		
	*	Zinc Coated Hardware.		
	*	1 Gang Box Electrical cutout in one post with flex conduit.		
	*	35 LB PSF Snow Load		
	*	110 MPH Class C Wind load		
	COLORS>	Roofing =		
	COLORS>	Powder Coat on all Steel =		

This Quote Excludes: Concrete, Footings, Electrical, Plumbing and Installation

PLEASE NOTE: All products are shipped unassembled unless otherwise specified.

Natural Structures is not responsible for obtaining state and local permits.

Sub-Total \$16,103.00

Taxes by others unless specified. Delivery off loading by others

Tax: N/A

TERMS VISA/MasterCard AcceptedNote that this order qualifies for
\$200.00 photo credit for use of
environmental colors on all steel.

Freight: \$4,086.00

\$6,729.67 1/3% Down O.A.C. (Balance due on receipt)

"Freight on Board"

Applicable Net 30 to Government Agencies

Deliver to "10541" Total: \$20,189.00

\$483.09 3% cash with order discount on Sub Total

Scott R. Swanson:

Scott R. Swanson

North East Regional Marketing Manager

Authorized Signature: _____

Client

Date: _____

Phone: _____

NATURAL STRUCTURES

PO Box 270, Baker City, OR 97814 PH: 800-252-8475 Fax: 541-523-5052

Email: scott@naturalstructures.com

www.naturalstructures.com



Rocky Mountain Shelter Model 98-R20024-8T

Specifications

Description: Rectangle

Size: 20' x 24'

Roof Pitch: 8/12

Roof Style: Gable

Options Shown: Standing Seam Steel Roof, 2x6 Tongue & Groove Roof Decking, Fretwork and 40 lb. Snow Load

Features

- Clear spans
- Post spacing up to 30'
- Steel post and beam
- Gable roof
- Non-bird nesting or perch design
- Polyester powder coated
- Wind load: 90 mph class C
- Snow Load: 40 lbs
- Custom designs available
- USA Made

Options

- Hot dipped galvanized
- Stain or clear sealer for wood members
- Increased wind & snow load available
- Variety of roof pitches available
- Steel post options: square, rectangular, or round
- Roof options: hi rib, standing seam, cedar, asphalt, tile, etc.
- Facades
- 2x6 or 3x6 tongue & groove roof decking
- Gutters & down spouts, clerestory
- Woodwraps
- Chemical resistant Natur-Kote primer for harsh environments
- Factory installation or on-site technical assistance.



PO Box 270, Baker City, OR 97814 (541) 523-0224 (800) 252-8475 www.naturalstructures.com - info@naturalstructures.com

#9

RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS ENGINEERING SERVICES – CAMARDA PARK

RESOLVED that Office of the Town Engineer is hereby authorized to solicit proposals for engineering design and consulting services required in connection with the installation of bathroom and concession stand at Camarda Park in the Town of Carmel.

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 AUTHORIZING ISSUANCE OF LICENSE FOR THE COLLECTION OF COMMERCIAL REFUSE AND GARBAGE WITHIN THE TOWN OF CARMEL

RESOLVED that the Town Board of the Town of Carmel, upon review of the application of AAA Carting & Rubbish Removal, hereby authorizes the issuance of a license for the commercial collection of refuse and garbage within the Town of Carmel pursuant to Chapter 95, of the Town Code of the Town of Carmel to:

APPLICANT	ADDRESS	LICENSE PERIOD
AAA Carting & Rubbish Removal	Office Address: 480 Furnace Dock Road Cortlandt Manor, NY 10567	1/1/2013 -12/31/2013

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 AUTHORIZING ISSUANCE OF LICENSE FOR THE COLLECTION OF COMMERCIAL REFUSE AND GARBAGE WITHIN THE TOWN OF CARMEL

RESOLVED that the Town Board of the Town of Carmel, upon review of the application of R&S Waste Services, LLC, hereby authorizes the issuance of a license for the commercial collection of refuse and garbage within the Town of Carmel pursuant to Chapter 95, of the Town Code of the Town of Carmel to:

APPLICANT	ADDRESS	LICENSE PERIOD
R&S Waste Services, LLC	Office Address: P.O. Box 736 Yonkers, NY 10710	1/1/2013 -12/31/2013

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

RESOLUTION AUTHORIZING ISSUANCE OF LICENSE FOR THE COLLECTION OF COMMERCIAL REFUSE AND GARBAGE WITHIN THE TOWN OF CARMEL

RESOLVED that the Town Board of the Town of Carmel, upon review of the application of Mid Hudson Waste, Inc, hereby authorizes the issuance of a license for the commercial collection of refuse and garbage within the Town of Carmel pursuant to Chapter 95, of the Town Code of the Town of Carmel to:

APPLICANT	ADDRESS	LICENSE PERIOD
Mid-Hudson Waste, Inc.	Office Address: Ernest Lane Mahopac, NY 10541	1/1/2013 -12/31/2013

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	_____	_____

#13

RESOLUTION CONSENTING TO LEAD AGENCY STATUS EAST OF HUDSON WATERSHED CORPORATION

RESOLVED, that the Town Board of the Town of Carmel hereby consents to the East of Hudson Watershed Corporation (EOHWC) serving as Lead Agency pursuant to State Environmental Quality Review Act (SEQRA) for all Stormwater Retrofit Projects to be conducted in its member municipalities in years 2013 and 2014; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the consent agreement 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	_____	_____



**EAST OF HUDSON
WATERSHED CORPORATION**

PO Box 176
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

WS# 10

September 26, 2013

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

☒ Work Session 10/23/13
☐ Agenda _____

Re: Coordination of SEQRA Review on Stormwater Retrofit Projects

Dear Supervisor Schmitt:

EOHWC is responsible for implementing over a hundred stormwater retrofit projects ("SRPs") within the next year and a half on behalf of its member municipalities. Most of the projects require environmental review under the State Environmental Quality Review Act ("SEQRA"). For administrative efficiency, it is EOHWC's policy to coordinate the SEQRA reviews and to serve as lead agency on all SRPs it undertakes. This is being done at the request of the member municipalities, of which you are one.

Accordingly, we request that you agree to EOHWC serving as lead agency in the coordinated review of any and all SRPs that it may be undertaking in your municipality in 2013 and 2014 by so indicating on the attached form. We will request that the agreement be renewed annually. This agreement is limited to SRPs to be constructed by EOHWC. It does not include reimbursement requests for SRPs undertaken by a municipality. In such cases, we expect the municipality to serve as the lead agency.


Lead agency agreements are permissible in accordance with § 617.14(d) of the SEQRA regulations, which provides that "agencies are strongly encouraged to enter into cooperative agreements with other agencies regularly involved in carrying out or approving the same actions for purposes of coordinating their procedures." The SEQRA Handbook elaborates on this section and suggests that agencies:

[d]evelop intra- or inter-agency agreements for administering SEQR. Where there is good communication between agencies, prior agreement on the lead agency for specified, repetitive actions can substantially reduce the amount of time spent on the initial steps of a SEQR review by resolving the lead agency question in advance, when there are no other involved agencies. [SEQRA Handbook, 3d. Ed., 2010, p. 172].

The lead agency agreement will help ensure that when and if the need arises, EOHWC can act efficiently to conduct an environmental review of an SRP and complete the SRP by the deadline set forth in the State Pollution Discharge Elimination System General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).

We appreciate your cooperation in this matter. If you or your municipal attorney has any legal question or concern about the agreement, please contact George A. Rodenhausen at (845) 473-7766 or via e-mail at grodenhausen@rapportmeyers.com. I am also, of course, available to answer any questions. If you would like me to meet with your board to discuss this agreement or the SRP program in general, please let me know and I will be happy to schedule a meeting.

Sincerely,


Rahul Verma P.E. LEED AP
Executive Director





**EAST OF HUDSON
WATERSHED CORPORATION**

PO Box 176
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

**RESPONSE TO REQUEST THAT THE ABOVE NAMED AGENCY
SERVE AS LEAD AGENCY FOR ALL RETROFIT PROJECTS UNDERTAKEN BY THE EAST OF HUDSON
WATERSHED CORPORATION**

On behalf of the Town of Carmel (involved agency), I acknowledge receipt of the lead agency notice in this matter.

The above named involved agency hereby: **(please check one)**

- () **CONSENTS** that the EOHWC serve as lead agency for all retrofit projects undertaken by the EOHWC for the years 2013 and 2014 and requests that the undersigned be notified of SEQRA determinations, proceedings and hearings in all matters which involve this agency.
- () **DOES NOT CONSENT** to the EOHWC serving as lead agency for all retrofit projects undertaken by the EOHWC for the years 2013 and 2014 and requests that individual lead agency requests be sent to this agency on a project by project basis.

Date

Signature

Agency Name (printed)

Supervisor Name (printed)

Please return to:

**Rahul Verma, P.E. LEED AP
Executive Director
East of Hudson Watershed Corporation
P.O. Box 176
Patterson, NY 12563**

#14

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Michael Johnson, Town of Carmel Chief of Police, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for daily cleaning services to be provided in the Town of Carmel Police Department for calendar year 2014; and

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

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#15

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Michael Johnson, Town of Carmel Chief of Police, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for the purchase of Police uniforms for the Town of Carmel Police Department for calendar year 2014; and

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

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#16

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Michael Johnson, Town of Carmel Chief of Police, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for the cleaning of Police uniforms for the Town of Carmel Police Department for calendar year 2014; and

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

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#17

RESOLUTION AUTHORIZING MAILING OF LAKE CASSE PARK DISTRICT NEWSLETTER

RESOLVED that the Town Board, acting as the Commissioners of the Lake Casse Park District, hereby authorizes the mailing to all properties within the district of the newsletter prepared by the Lake Casse Park District Committee and that the cost thereof be charged as a district expense.

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	_____	_____

#18

**RESOLUTION SCHEDULING PUBLIC HEARING TO HEAR
OBJECTIONS TO ASSESSMENT ROLLS FOR THE OPERATION
AND MAINTENANCE OF THE IMPROVEMENTS OF THE
GARBAGE, SEWER AND WATER DISTRICTS FOR FISCAL YEAR 2014**

WHEREAS the Town of Carmel hereby has completed its assessment rolls for the operation and maintenance of the improvements serving Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7 and #8 and extensions thereto as well as Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14 and extensions thereto as well as The Town of Carmel Garbage District of said Town for fiscal year 2014; and

WHEREAS said assessment rolls have been filed with Ann Spofford, Town Clerk of the Town of Carmel;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby schedules a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541 on Wednesday, December 4, 2013 at 7:00 PM or as soon thereafter that evening as possible for the purpose of considering any objections which may be made to said assessment rolls.

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 THE FINANCING OF THE COST
OF EXPERT APPRAISAL EXPENSES IN CONNECTION WITH THE
REVALUATION PROJECT FOR PURPOSES OF TAXATION IN THE
TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK, AT A MAXIMUM
ESTIMATED COST OF \$995,000, AND AUTHORIZING THE ISSUANCE OF UP TO
\$995,000 BONDS OF SAID TOWN TO PAY THE COST HEREOF**

WHEREAS, all conditions precedent to the financing of the object or purpose hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the regulations provide will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize the financing thereof; NOW,
THEREFORE,

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

Section 1. The cost of expenses incurred in the employment of experts to appraise the value of real property within the Town of Carmel, Putnam County, New York to assist in the assessment thereof for purposes of taxation, including incidental expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$995,000.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of not exceeding \$995,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 53 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will not exceed five years.**

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment

dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law. Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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	_____	_____