

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 17<sup>th</sup> day of June 2015 at 7:13 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces. Supervisor Schmitt expressed condolences to the family of former Town of Carmel Zoning Board of Appeals chairman and community volunteer, Mark Fraser.

Supervisor Schmitt announced that prior to the commencement of the Voting Meeting, the Town Board met in Executive Session with the Town Assessor to discuss certioraris, as well as to discuss a matter of personnel with Councilwoman McDonough.

**MINUTES OF TOWN BOARD MEETING HELD ON 5/20/15 - ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meeting held on May 20<sup>th</sup>, 2015 were accepted as submitted by the Town Clerk.

**ANNUAL FINANCIAL REPORT OF THE TOWN'S INDEPENDENT AUDITOR FOR FISCAL YEAR 2014 - ACCEPTED**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the Comprehensive Financial Independent Audit Report of the Town's independent auditor, O'Connor, Davies. LLP, for fiscal year 2014 and hereby directs Town Clerk Ann Spofford to publish all notices required in connection herewith in the official newspapers of the Town.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilmen Lupinacci and Lombardi

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

**COUNTY OF PUTNAM HAZARD MITIGATION PLAN - ADOPTED**

WHEREAS, The Town of Carmel has gathered information and prepared the County of Putnam Hazard Mitigation Plan; and  
WHEREAS, the County of Putnam Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and  
WHEREAS the Town of Carmel is a local government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and  
WHEREAS, the Town of Carmel Town Board has reviewed the Plan and resolves that the Plan should be updated no less than every five years; and  
NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby adopts the County of Putnam Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

(Cont.)

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

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

**CARMEL SEWER DISTRICT #2 - REFUND OF OPERATION AND MAINTENANCE COSTS AUTHORIZED - REGULATORY UPGRADE PROGRAM**

WHEREAS, the Town of Carmel has entered into an agreement with the City of New York and the City of New York Department of Environmental Protection for the reimbursement of operation and maintenance costs and expenses for the Carmel Sewer District #2 Wastewater Treatment Plant, specifically as such costs and expenses relate to the Regulatory Upgrade Program promulgated by the City of New York; and

WHEREAS, the Town of Carmel and the City of New York have reviewed and reconciled the costs and expenses for years 2008-2009 and determined that the City of New York and its Department of Environmental Protection have overpaid the Town of Carmel the sum of \$55,918.85 for the period of 2008 and 2009;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2 hereby authorized the payment to the City of New York, through the New York State Environmental Facilities Corporation the sum of \$55,918.85; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers required to effectuate this authorization.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Schneider

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

**CARMEL SEWER DISTRICT #4 - REFUND OF OPERATION AND MAINTENANCE COSTS AUTHORIZED - REGULATORY UPGRADE PROGRAM**

WHEREAS, the Town of Carmel has entered into an agreement with the City of New York and the City of New York Department of Environmental Protection for the reimbursement of operation and maintenance costs and expenses for the Carmel Sewer District #4 Wastewater Treatment Plant, specifically as such costs and expenses relate to the Regulatory Upgrade Program promulgated by the City of New York; and

WHEREAS, the Town of Carmel and the City of New York have reviewed and reconciled the costs and expenses for years 2008-2009 and determined that the City of New York and its Department of Environmental Protection have overpaid the Town of Carmel the sum of \$22,649.42 for the period of 2008 and 2009;

(Cont.)

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4 hereby authorized the payment to the City of New York, through the New York State Environmental Facilities Corporation the sum of \$22,649.42; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers required to effectuate this authorization.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**CARMEL SEWER DISTRICT #7 - REFUND OF OPERATION AND MAINTENANCE COSTS AUTHORIZED - REGULATORY UPGRADE PROGRAM**

WHEREAS, the Town of Carmel has entered into an agreement with the City of New York and the City of New York Department of Environmental Protection for the reimbursement of operation and maintenance costs and expenses for the Carmel Sewer District #7 Wastewater Treatment Plant, specifically as such costs and expenses relate to the Regulatory Upgrade Program promulgated by the City of New York; and

WHEREAS, the Town of Carmel and the City of New York have reviewed and reconciled the costs and expenses for years 2008-2009 and determined that the City of New York and its Department of Environmental Protection have overpaid the Town of Carmel the sum of \$4,345.23 for the period of 2008 and 2009;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #7 hereby authorized the payment to the City of New York, through the New York State Environmental Facilities Corporation the sum of \$4,345.23; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers required to effectuate this authorization.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilman Lombardi

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

Supervisor Schmitt explained that based upon the findings of an audit, it was determined that the City of New York and its Department of Environmental Protection had overpaid the Town of Carmel for operation and maintenance costs for Carmel Sewer Districts #2, #4 and #7 Wastewater Treatment Plants for the years 2008 and 2009. The last three resolutions authorize the refunds.

JUNE 17, 2015  
TOWN BOARD MEETING

**EXTENSION OF INTERMUNICIPAL AGREEMENT BETWEEN THE MAHOPAC  
CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF  
ATHLETIC FIELDS - AUTHORIZED**

WHEREAS James R. Gilchrist, Director of the Town of Carmel Recreation and Parks has requested that the Town Board authorize the signing of an extension of Intermunicipal agreement between the Mahopac Central School District and the Town of Carmel providing for the continued use by the Town of Carmel of certain athletic fields belonging to the Mahopac Central School District for a period of one (1) year through June 30, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign on behalf of the Town of Carmel, extension of the Intermunicipal Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk after signature by the Town Supervisor.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**FIRST AMENDMENT AND EXTENSION  
OF THE MUNICIPAL COOPERATION AGREEMENT  
SCHOOL DISTRICT FACILITIES  
~~excluding Route 6 Roller Skating Rink & HS Concession Stand~~**

This First Amendment and Extension of the Municipal Cooperation Agreement School District Facilities ~~excluding Route 6 Roller Skating Rink & HS Concession Stand~~, entered into as of the \_\_\_\_ day of June, 2015, by and between the BOARD OF EDUCATION OF MAHOPAC CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District") with offices for the transaction of business located at 179 East Lake Boulevard, Mahopac, New York and the TOWN OF CARMEL with offices for the transaction of business located at 60 McAlpin Avenue, Mahopac, New York (hereinafter referred to as the "Town").

WHEREAS, the School District and the Town entered into a Municipal Cooperation Agreement School District Facilities ~~excluding Route 6 Roller Skating Rink & HS Concession Stand~~, dated June 18, 2012 and executed by the Town on July 5, 2012 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties wish to extend the Agreement for one year at the existing compensation amount, subject to the amended terms as set forth below.

NOW, THEREFORE, the School District and the Town agree as follows:

1. All terms and conditions of the Agreement that are not amended herein shall remain in full force and effect.

JUNE 17, 2015  
TOWN BOARD MEETING

(Cont.)

2. Paragraph 2 of the Agreement shall be deleted and replaced with the following:

The terms of this Agreement shall commence on July 1, 2012 and terminate on June 30, 2016, unless earlier terminated as provided herein.

3. Subparagraph D shall be added to Paragraph 12 of the Agreement, which shall state the following:

D. The sum of \$90,000 (Ninety Thousand Dollars) for the fourth year of this Agreement (July 1, 2015 to June 30, 2016).

4. The terms and conditions of this First Amendment and Extension of the Municipal Cooperation Agreement School District Facilities excluding Route 6 Roller Skating Rink & ~~HS Concession Stand~~ shall become effective on June 30, 2015.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understood the foregoing First Amendment and Extension of the Municipal Cooperation Agreement School District Facilities excluding Route 6 Roller Skating Rink & HS Concession Stand and further that they agree to each of the terms and conditions contained herein.

TOWN OF CARMEL

MAHOPAC CENTRAL SCHOOL DISTRICT

Signature

Signature

Print Name

Print Name

Date

Date

1027/01/543135v1

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**EXTENSION OF INTERMUNICIPAL AGREEMENT BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF INLINE SKATING RINK - AUTHORIZED**

WHEREAS James R. Gilchrist, Director of the Town of Carmel Recreation and Parks has requested that the Town Board authorize the signing of an extension of Intermunicipal agreement between the Mahopac Central School District and the Town of Carmel providing for the continued use by the Town of Carmel of the Michael Geary Skating Rink belonging to the Mahopac Central School District for a period of one (1) year through June 30, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign on behalf of the Town of Carmel, extension of the Intermunicipal Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk after signature by the Town Supervisor.

JUNE 17, 2015  
TOWN BOARD MEETING

(Cont.)

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Schneider

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

**FIRST AMENDMENT AND EXTENSION  
OF THE MUNICIPAL COOPERATION AGREEMENT  
Route 6 Property in which Town's Skating Rink is located**

This First Amendment and Extension of the Municipal Cooperation Agreement Route 6 Property in which Town's Skating is located, entered into as of the \_\_\_\_ day of June, 2015, by and between the BOARD OF EDUCATION OF MAHOPAC CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District") with offices for the transaction of business located at 179 East Lake Boulevard, Mahopac, New York and the TOWN OF CARMEL with offices for the transaction of business located at 60 McAlpin Avenue, Mahopac, New York (hereinafter referred to as the "Town").

**WHEREAS**, the School District and the Town entered into a Municipal Cooperation Agreement Route 6 Property in which Town's Skating Rink is located, dated June 18, 2012 and executed by the Town on July 5, 2012 (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the parties wish to extend the Agreement for one year at the existing compensation amount, subject to the amended terms as set forth below.

**NOW, THEREFORE**, the School District and the Town agree as follows:

1. All terms and conditions of the Agreement that are not amended herein shall remain in full force and effect.

2. Paragraph 2 of the Agreement shall be deleted and replaced with the following:

The terms of this Agreement shall commence on July 1, 2012 and terminate on June 30, 2016, unless earlier terminated as provided herein.

3. The terms and conditions of this First Amendment and Extension of the Municipal Cooperation Agreement Route 6 Property in which Town's Skating is located shall become effective on June 30, 2015.

**IN WITNESS WHEREOF**, the undersigned hereby acknowledge that they have read and fully understood the foregoing First Amendment and Extension of the Municipal

Cooperation Agreement Route 6 Property in which Town's Skating is located and further that they agree to each of the terms and conditions contained herein.

JUNE 17, 2015  
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL

MAHOPAC CENTRAL SCHOOL  
DISTRICT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

1235/80/545917v1

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**CARMEL WATER DISTRICT #12 - PROPOSAL ACCEPTED AND INSTALLATION  
OF WATER MAIN AUTHORIZED - DUN-RITE EXCAVATING - NOT TO EXCEED  
\$7,225.00**

WHEREAS, Town Engineer Richard J. Franzetti, P.E. and Carmel Sewer District #12 Water District Operator Severn Trent Environmental Services (STES) have advised the Town Board of the Town of Carmel that certain water main improvements are recommended to be performed in the area of Daniella Court and Alona Drive within Carmel Water District #12; and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #12, hereby authorizes the acceptance of the proposal of Dun-Rite Excavating, Carmel, NY to perform said improvements in accordance with the attached written proposal, at a cost not to exceed \$7,225.00; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the aforementioned work shall hereby be authorized.

Resolution

Offered by: Councilwoman McDonough

Seconded by: Councilman Lombardi

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

**Dun-Rite Excavating**

P.O. Box 1221  
Carmel, NY 10512  
845-225-1349

To: ST Services  
Re: Water main installation at Alona Dr.

- Dun-Rite Excavating will install 6 inch water main @ \$85 per ft. as described in field meeting with ST services.
- price does not include:
  - black top restoration
  - rock excavation
  - unsuitable material
  - excessive dewatering

Thank You!  
Peter Colantuono  
Dun-Rite Excavating

JUNE 17, 2015  
TOWN BOARD MEETING

**LAKE MAHOPAC PARK DISTRICT - ACCEPTANCE OF PROPOSAL FOR GEESE  
DEPREDATION SERVICES AUTHORIZED - NOT TO EXCEED \$8,600.00 PLUS  
PROCESSING FEE NOT TO EXCEED \$700.00**

RESOLVED that the Town Board of The Town of Carmel, acting as Commissioners of the Lake Mahopac Park District, hereby authorize the acceptance of a proposal for Geese Depredation services on Lake Mahopac at a cost not to exceed \$8,600.00 plus a processing fee not to exceed \$700.00, said proposal in form as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilman Lombardi

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

Proposal to Round up Canada Geese  
Town of Carmel  
Lake Mahopac Park District

June 2015

Tom Maglaras  
Carl Lindsley  
Scott Smith

Mike Callan  
Dennis E. Day  
Marty DeLong  
Tim McNamara

Licensed Wildlife Agents \*\*Licensed and Insured\*\*  
2 Lath Lane  
West Nyack, New York 10994

Introduction:

To round up and remove non-flying Canada Geese up to the limit set on the Fish and Wildlife Permit from Lake Mahopac

Scope of Work:

The birds will be caught off the lake, corralled in pens, crated and delivered to a poultry processor in Sullivan County, NY. The round up will take place in late June 2015.

We will use 3-4 different captures sites on Lake Mahopac to corral and capture the birds. The birds will be herded up using kayaks, canoes and gas powered 12-foot rowboats.

Cost for Project:

The fee proposed for Lake Mahopac is \$8,600.00. The cost for processing the birds will be billed separately from the processor. The cost of processing the birds will be \$14.00 per bird.

Method of Payment:

The payments will be made by 7 separate checks made out to the Wildlife Agents listed above. The total fee for Lake Mahopac is \$8,600.00 for the round up plus the fee for the processor.

Please feel free to contact me at my home phone listed below if you have any questions.

Regards,

Thomas J. Maglaras  
P (845) 623-1894



**TOWN OF CARMEL 2015 INFORMATION SYSTEMS USAGE POLICY - ADOPTED**

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective immediately, the Town of Carmel Information Systems Usage Policy dated June 15, 2015, as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

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**Town Of Carmel**

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**Information Systems  
Usage Policy**

**June 15, 2015**

Revision 1.0

Adopted \_\_\_\_\_

**Introduction**

This document outlines the policies and regulations associated with use of the Information Technology Systems of the Town of Carmel, NY.

This document has been authorized and approved by the Administration and Town Board and is to be adhered to by all employees, vendors, consultants, service providers and temporary workers (collectively referred to as Users) while accessing the Town’s Information Systems from either Town premises or Remote systems.

This document and the Town’s Information Systems policy is managed by Supervisor Kenneth Schmitt, whose contact information is provided below. Please contact him for all questions regarding this policy or its content.

This document will be revised from time to time as technology and / or the laws and labor agreements of the Town of Carmel change. It will be the responsibility of Supervisor Kenneth Schmitt, working with the Town’s IT Manager to revise the document and ensure all Users have the most current revision.

**JUNE 17, 2015  
TOWN BOARD MEETING**

(Cont.)

**Information Systems Policy Contact**

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

Telephone – 845-628-1470  
E-Mail - ks@ci.carmel.ny.us

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**Operation, Maintenance And Management**

Operation, maintenance and management of the Town's Information Technology Systems are outsourced to an IT Services vendor (referred to as IT Manager in this document) specializing in the operation and maintenance of Municipal Information Systems. This vendor may change from time to time and if and when that occurs, the contact information provided on this page will be updated and a copy provided to all users.

The Town's IT Manager is currently Sullivan Data Management, based in Yorktown. Contact information for Sullivan Data is provided below. The Town's contract with Sullivan Data provides for all necessary services to support, manage and maintain the Town's Information Systems and provide help desk services to all users. This contract does not include services to expand or upgrade the system, which will be quoted by the IT Manager on an as requested basis.

Requests for expansion and /or upgrade work should be made only by department heads to the Install / Upgrade Contact provided below. All IT expenditures will require the approval of the Supervisor. Turn around time for this work is typically 30 days after all information is provided and approvals are in place.

Requests for support and assistance should be made directly to Sullivan Data's Support Department using the contact information provided below. Support is available to all departments Monday – Friday 8:30AM – 5:00PM except national holidays.

Other Documents referenced in this policy, such as New User Forms or Remote Access Authorization Forms, are available by contacting Town's IT Manager's Help Desk via the information provided below.

**Help Desk / Support Contact Information**

Sullivan Data Management  
Support Department  
1520B Front St.  
Yorktown, NY 10598  
Telephone 914-962-8837  
E-Mail support@sullivandata.com

**Install / Upgrade Contact Information**

Sullivan Data Management  
Glenn Sullivan  
1520B Front St.  
Yorktown, NY 10598  
Telephone 914-962-1573  
E-Mail gsullivan@sullivandata.com

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**General System Usage**

All users with a demonstrated need to access the Town's Information Systems in the regular performance of their job function will be granted access to the areas of the system required for their particular duties. All users provided with computer access are also provided with Internet access and a Town based e-mail account.

Users are authorized to use department specific software applications, MS Office applications, generic applications, e-mail and Internet access as related to and associated with their job function at the Town.

The Town understands that users may, from time to time, wish to use the Town's IT systems for personal matters. While such use is not strictly prohibited, it must be reasonable, very limited in nature, and consistent with Town policies. Such use may take place during employee's breaks or lunch periods and should not interfere with the Town's business operations or with the user's ability to perform his or her job, interfere with the ability of other users to perform their jobs, expose the Town to liability or embarrassment, be for external political purpose or financial gain, or violate any Federal, State or Local laws or regulations.

Users may never use the Town's IT systems for soliciting other employees for any reason, including but not limited to, soliciting funds for school fundraising drives or selling products or merchandise. Users may never sign up to and / or post on non-work related sites on the Internet using the Town's systems and e-mail address. Users may use the system for such limited personal use with the understanding that the Town reserves the right to access, review or otherwise monitor all such use. The Town monitors all web sites that are visited. It is specifically prohibited for employees to knowingly visit sites that feature pornography, terrorism, espionage, theft, drugs, or any other illegal activity.

Users shall never harass, intimidate, or threaten others or engage in other illegal activity (including pornography, terrorism, espionage, theft or drugs) by e-mail or other postings. Any user who is subject to or observes such actions, should immediately report said actions to their immediate supervisor or department head for appropriate action. In addition to violating this policy, such behavior also may violate other Town policies, and / or civil or criminal laws.

Users are to understand that they should have no expectation of privacy in conjunction with the use of the Town's Information Systems, or with use, transmission, or storage of any information via these systems, especially with regard to Internet and E-Mail activities.

The Town may, at its discretion, access, review, read or monitor any use of the Town's IT Systems including but not limited to activity on the Internet and E-Mail.

Users should be aware that their activity on the Internet and E-Mail may become the subject of FOIL requests or legal subpoena and as such, any and all of these activities may be made public.

**System Security**

The Town's IT Manager is charged with maintaining security of the Town's Information Technology Systems. This includes user accounts, access to system resources and software applications, system backups, anti-virus updates and firewall control. They are authorized to take whatever steps deemed necessary to protect the Town's systems and data from damage or loss.

**System Access**

In order to gain access to the Town's Information Systems, a user must first be authorized by either the person's immediate supervisor or department head. This process involves the authorizing person to complete and submit a **New User Form** to the Town's IT Manager.

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Login names on the system are standardized as first letter of first name and first letter of last name. Users may select their own password; passwords must contain a minimum of 8 characters including letters and numbers.

Once assigned a login and password, users are responsible for protecting this information and may not reveal their login and password to anyone, (unless within their own department) including other Town employees and family members. Users may not allow any other person to access the Town's systems and / or data using their login and password and should not leave their computers on and open for non-authorized users to access.

Department heads are responsible for notifying the Town's IT Manager of impending terminations. This notification should take place as soon as possible, but in no case not less than 24 hours in advance of employee notification.

#### **Remote Access**

Remote access allows Users to access the Town's Information systems from external locations. By default, each user is provided with remote access to their Town based e-mail account, which includes e-mail, address book and calendar information. Additionally, users may request - through their department heads - remote access to their Town computer system, which will provide access to MS-Office documents and department specific software applications.

Remote access to applications requires either a Town owned and managed notebook or a remote computer / Internet connection meeting certain specific criteria. Users should have their immediate supervisor or department head fill out the **Remote Access Authorization Forms** and submit the package to the Town's IT Manager.

Users who are granted Remote Access to desktop and applications and will be using non-Town owned equipment are advised that they are solely responsible for the operation and maintenance of their Internet connection and Computer equipment. The Town's IT Manager will assist in the initial setup of the connection but will not be responsible for troubleshooting or repairing of remote equipment.

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#### **Vendor Access**

The Town's IT Manager is tasked with protecting its IT systems from damage and data loss. To this end, vendors and other organizations with a demonstrated need to access the Town's Information Systems will be granted access coinciding with their specific need. Under no circumstances will vendors be granted open or unrestricted access to Town servers as this could result in substantial loss of Town data.

Vendors of department specific software will be granted remote access to at least 1 workstation within each department their software application is installed for purposes of supporting their applications. Vendors requiring server console access to troubleshoot and resolve problems should be instructed to contact the Town's IT Manager for access.

Department specific software vendors should be made aware that upgrades to their software which are expected to require extended access to a server console and / or extensive loading of software to any of the servers will require advance notice and scheduling with the Town's IT Manager and the work will need to be performed during slow system load periods, which are typically at the end of the day.

#### **Local Network And Computers**

The Town's Information Systems are comprised of approximately 100 computers attached to Local Area Networks (LANs) in each building. These LANs connect the computers to the Town's servers, network printers and the Internet.



(Cont.)

The Town's servers are the depositories for all of the Town's data. Each server has been equipped with redundant power supplies, redundant drives and tape backup systems to minimize the possibility of data loss.

No personal information may be stored, printed or distributed using the Town's IT systems. This includes but is not limited to; documents, graphic files or e-mails.

Each system User is responsible for ensuring the data and documents they create and manage on behalf of the Town are properly saved to one of the Town's servers, where it will be redundantly stored and backed up. Saving documents and data on computers local (C:) drive will subject the data to loss without the possibility of recovery. If any user is unsure of where particular documents or data should be saved, they should contact the Town's IT Manager for assistance before attempting to do so.

Users are not permitted to install any software applications or hardware devices on any Town owned computer system unless specifically directed to do so by the Town's IT Manager or one of the Town's department specific software vendors. Requests for hardware or software additions, modification and upgrades should be directed to the Town's IT Manager by a department head using the contact information provided on page 2 of this document. Depending on the nature and size of the request, typical turn around time for installation / upgrade work is approximately 30 days. Requests for installation / upgrade work allowing for less time should not be made.

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#### **Local Network And Computers (cont)**

Users may not export, copy, or otherwise remove from the Town's computer systems and / or facilities any software applications licensed or owned by the Town for any purpose, without specific written authorization by the Town's IT Manager.

Users may not allow any unauthorized person access to their Town owned computer system, this specifically includes notebook and portable computers which are frequently taken and used off Town premises. Users should immediately notify the Town's IT Manager if they suspect another party is attempting to or has gained access to any Town owned computer, or if they suspect their computer may be infected with a virus or spyware.

Users provided with Town owned portable computers are responsible for safeguarding these systems from physical damage and /or theft. These units should be transported in a protective case and never left unattended in areas others have access to. If a portable computer is lost or stolen, the user assigned to the unit must immediately notify the Town's IT Manager so that the remote access to Town's IT systems from this unit can be disabled.

Users should avoid exposing their Town owned computer system to environments that are hazardous to the operation of the system. These environments include, but are not limited to, all liquids, all food items, extreme heat or cold and high humidity.

#### **E-Mail System**

The Town maintains an e-mail system to provide all computer users with Internal and Internet e-mail. As stated previously, each User with access to the Town's Information Systems is provided with a Town based E-mail account.

Users e-mail accounts for standard Users will be configured for a storage limit of 1GB, while the storage limit for department heads will be configured for 2GB. When an e-mail account is within 10% of its configured storage limit, users will receive a warning message to "clean up". If an e-mail account reaches the storage limit, the sending of new e-mail messages is disabled.

(Cont.)

Users with a demonstrated need for a higher capacity storage limit should make the need known in the form of a request to both their department head and the Town's IT manager. Requests showing a demonstrated work related need will generally be granted.

All users of the Town's E-mail system should be keenly aware that they are, at all times, acting on behalf of the Town. All actions and communications should be conducted in the most professional manner possible. Users should also be mindful that e-mail statements made to others, may become binding commitments upon the Town.

Users may not create or forward nuisance e-mail, including jokes and chain letters. If users receive nuisance e-mail, including jokes, they should send a professionally worded response requesting they be removed from the mailing list. If this is not effective, please notify the Town's IT Manager so that additional steps can be taken.

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**E-Mail System (cont.)**

Users shall not send unsolicited e-mail to any person. This action specifically violates the "spam" laws of several states.

No e-mail attachments received from unknown persons shall be opened. Doing so leaves the Town vulnerable to viruses, and also may violate application licensing agreements or copyright laws.

**Internet Access**

We'd like to start by describing the Town's Internet usage philosophy. First and foremost, the Internet for this organization is a business tool, provided to you at significant cost. That means we expect you to use your Internet access [primarily] for work-related purposes, i.e., to communicate with constituents, vendors and other government agencies, to research relevant topics and obtain useful work related information [except as outlined below]. We insist that you conduct yourself honestly and appropriately on the Internet, and respect the copyrights, software licensing rules, property rights, privacy and prerogatives of others, just as you would in any other work related dealings on behalf of the Town. To be absolutely clear on this point, all existing Town policies apply to your conduct on the Internet, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of Town resources, sexual harassment, information and data security, and confidentiality.

Users are advised that there is material on the internet and world wide web that is offensive to most people. The Town does not currently have the ability to restrict access to this information, and consequently does not screen it out. Users must use their good judgment and common sense to stay away from these sites. The Town disavows any liability for harassment by any person who uses the Town's system and is offended upon discovering such sites.

Users may not import, download, copy or store copyrighted material without permission from the author. Doing so may violate application licensing agreements or copyright law. No software, games or other applications may be downloaded and / or installed on the Town's system without specific written authorization from the Town's IT Manager.

Video and audio streaming and downloading can consume substantial amounts of Internet bandwidth and impede the normal operation of the Town's Information Systems. Users may only use these technologies for specific work related training functions.

Users may never subscribe or post to non-work related Internet sites using the Town's system or sign up for said sites using Town information and / or e-mail addresses. Users may not create personal accounts of any nature using Town e-mail or contact information. This includes, but is not limited to sites, related to social networking, shopping, travel, sports, dating or any other non work related subjects. Users may not order any non work related item using Town e-mail or shipping address information.

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(Cont.)

**Social Media**

The purpose of the policy is to provide the framework for employee usage of Social Media, both inside and outside of the workplace. Social Media in general refers to internet based applications that allow for the creation and exchange of user generated content. Examples of Social Media include, but are not limited to: Facebook, Twitter, MySpace, LinkedIn, Flickr, Imgur, YouTube, web blogs and web based wikis whereby users can add, modify or delete its content via a web browser.

**Usage of Social Media During Working Hours**

Unless the use of Social Media is pertinent to Town business or authorized by a Department Head, employees are prohibited from using Social Media during working hours. This applies regardless of whether or not such usage occurs on Town-owned communication equipment or a device personally owned by the employee.

**Posting Content on Social Media (regardless of point of access)**

The following uses of Social Media are prohibited. These terms pertain to content posted from computers or communication systems that are not Town owned, as well as those that are Town property.

This list is meant to be illustrative, and not exhaustive.

- Disclosing confidential or proprietary information pertaining to matters of the Town that is not otherwise deemed accessible to the general public under the Freedom of Information Law (Public Officers Law Article 6, §§84-90).
- Matters which will imperil the public safety if disclosed.
- Promoting or endorsing any illegal activities.
- Threatening, promoting, or endorsing violence.
- Directing comments, or sharing images that are discriminatory or insensitive to any individual or group based on race, religion, gender, disability, sexual orientation, national origin, or any other characteristic protected by law.
- Knowingly making false or misleading statements about the Town, or its employees, services, or elected officials.
- Posting, uploading, or sharing images that have been taken while performing duties as an agent of the Town, or while wearing Town uniforms – the only exception to this rule is when it is directly pertinent to Town business and such posting, uploading, or sharing of images is authorized in advance by the appropriate Department Head.
- Representing that an opinion or statement is the policy or view of the Town or of any individual acting in their capacity as a Town employee or official or otherwise on behalf of the Town, when that is not the case.

**Social Media (cont.)**

- Posting anything in the name of the Town or in a manner that could reasonably be attributed to the Town without prior written authorization from the applicable Department Head.
- Using the name of the Town or a Town e-mail address in conjunction with a personal blog or Social Media account.

An employee's Social Media usage must comply with Town policies pertaining to but not limited to Non-Discrimination and Harassment, Confidentiality, Violence in the Workplace, and Substance Abuse. Any harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.



(Cont.)

Notwithstanding the above, nothing in this policy is meant to imply any restriction or diminishment of an employee’s right to appropriately engage in protected concerted activity under law.

**Reporting of Violations**

Anyone with information as to a violation of this policy is to report said information to the appropriate Department Head. Once the Department Head is informed of the violation, a formal process, consistent with this Information Systems Usage Policy, Employee Handbook and/or applicable law, will begin.

**Disciplinary Action**

Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

**ACKNOWLEDGMENT OF RECEIPT**

I, (print name) \_\_\_\_\_ hereby acknowledge that on this date I have received a copy of the Town’s Information Systems usage policy adopted by the Carmel Town Board. I hereby acknowledge that I have read and understood the policy and procedure. I understand that if now or any time in the future I do not understand this policy or procedure, or I have a question about it, or I believe there has been a violation of the policy, that I must contact my immediate supervisor or department head to resolve the situation. I agree to abide by this policy and specifically understand that violation of this policy may lead to discipline, up to and including termination.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CARMEL SEWER DISTRICT #1 - EMERGENCY EXPENDITURE OF MONIES FROM THE REPAIR RESERVE FUND AUTHORIZED - NOT TO EXCEED \$34,000.00**

WHEREAS, the Town of Carmel has a Repair Reserve Fund for Carmel Sewer District #1 established pursuant to GML 6d, and,

WHEREAS, in cases of emergency, monies in such fund may be expended by resolution approved by not less than two-thirds of the members of the governing body, and,

WHEREAS, it is recommended by the Town Comptroller’s Office that monies in the fund be used to pay for the cost of emergency repairs.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel authorizes the appropriation of monies from the Repair Reserve Fund not to exceed \$34,000 for emergency repair expenditures in 2015.

BE IT FURTHER RESOLVED, that not less than one-half of the monies so expended be repaid in fiscal year 2016 and the total amount shall be repaid in full not later than the last day of fiscal year 2017.

Resolution

Offered by: Councilman Lupinacci

Seconded by: Councilwoman McDonough

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



(Cont.)

Supervisor Schmitt explained that aging manhole structures are failing in the Mahopac business district. Three have been identified as priorities and were immediately repaired. Additional repairs may be necessary in the future.

**CARMEL SEWER DISTRICT #1 - REPAIRS TO COLLECTION SYSTEM  
AUTHORIZED - ED KUCK EXCAVATING, INC. - NOT TO EXCEED \$34,000.00**

WHEREAS, Town Engineer, Richard J. Franzetti, P.E. has advised the Town Board of the Town of Carmel that certain collection system and manhole repairs in Carmel Sewer District #1 are required pursuant to the directives of the New York State Department of Environmental Conservation; and

WHEREAS, the Town Engineer further advises that the required repairs are an emergency situation that does not necessitate compliance with the competitive bidding requirements of the General Municipal Law;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #1 hereby authorizes Ed Kuck Excavating, Inc., Mahopac, NY to perform all necessary repairs to the collection system and manholes as required at a cost not to exceed \$34,000.00.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt pointed out that while the sewage treatment plant in Carmel Sewer District #1 is owned by the City of New York, the collection system is owned and therefore maintained, by the Town of Carmel.

**PUBLIC COMMENTS - AGENDA ITEMS**

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

**TOWN BOARD MEMBER COMMENTS - OPEN FORUM**

Supervisor Schmitt addressed the Putnam County Sheriff's Department's request which was discussed at the previous Work Session for various lake safety items. He advised Edward Barnett, Chairman of the Lake Mahopac Park District that although prices were obtained for the buoys, additional prices must be obtained and provided to the Town for the other materials before the expenditures would be approved.

**PUBLIC COMMENTS - OPEN FORUM**

Michael Barile inquired about the status of a permit from the New York State Department of Environmental Conservation for the stocking of carp in Lake Mahopac. He commented that the lake is covered in weeds and unless something is done, residents may take matters into their own hands.

Supervisor Schmitt explained that he has been advised by Mike Flaherty, regional biologist with the New York State Department of Environmental Conservation that based upon his observation of the lake, the original amount to be permitted of 170 carp would only be increased to 200. Supervisor Schmitt considered it not enough to address the problem. Discussion ensued regarding the matter.

**JUNE 17, 2015  
TOWN BOARD MEETING**

(Cont.)

Mr. Barile addressed a recent Public Hearing held at which many members of the Chamber of Commerce expressed their dissatisfaction with proposed changes to the Town Code in connection with signs and commented that since then, he has not seen one member return to a Town Board meeting. Mr. Barile expressed his frustration with the various sign and other zoning violations that remain throughout the Town.

Mr. Barile expressed further frustration with regard to the appearance of the Town including the empty flowerpots along Route 6N in Mahopac and the lampposts designated for Route 6N that remain uninstalled. He commented that with the slight recovery in the real estate market resulting in a slight increase in mortgage tax revenue, there is no reason why money should not be spent to improve the appearance of the Town.

Councilman Lombardi explained that the Town Board has worked very hard to beautify the Town. However, the Town is currently involved in litigation with regard to the completion of the project in connection with the installation of those remaining lampposts which will also include new sidewalks and underground electrical wiring in the area. He pointed out that the legal fees involved take away funds that could have been utilized for beautification and impedes the progress of any improvements to be made. Discussion was held regarding the matter.

Edward Barnett, Chairman of the Lake Mahopac Park District stated that one of the Park District's advisory board members has a free-flying drone with a camera. He suggested that it could be flown over the lake to record the weed expansion over the summer. He expressed his frustration with the amount of time it is taking to obtain the permit for the stocking of carp in the lake. Discussion continued concerning the weed control issue in Lake Mahopac.

**TOWN BOARD MEMBER COMMENTS - OPEN FORUM (CONTINUED)**

Supervisor Schmitt announced the schedule for the 2015 Town of Carmel Sunset Concert series, commencing on June 25<sup>th</sup> at 7:00 p.m. at the Mahopac Chamber Park featuring the band, Nashville Drive.

Councilman Lupinacci wished a happy Father's Day to all the dads.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all Town Board members present and in agreement, the meeting was adjourned at 8:03 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk