

17 NOVEMBER 2010

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 November 2010 at 7:05 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Ravallo, Councilman Lombardi, Councilwoman McDonough, Councilman DiCarlo and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business and a moment of silence was observed to honor those serving in the United States Armed Forces.

**EXECUTIVE SESSION - PERSONNEL**

On motion by Councilman DiCarlo, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:05 p.m. to Executive Session to discuss a personnel item that related to the 2011 Budget. They reconvened the Regular Meeting at 8:30 p.m.

**TABLED RESOLUTION FROM 11/3/10 - RESOLUTION AUTHORIZING SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF KENT, WILDER BALTER PARTNERS, LLC AND THE TOWN OF CARMEL FOR STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT - HILLCREST COMMONS - REMOVED FROM TABLE**

On motion by Councilman Ravallo, seconded by Councilman DiCarlo, with all members of the Town Board present voting “aye”, the following resolution was removed from the table for consideration.

**SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF KENT, WILDER BALTER PARTNERS, LLC AND THE TOWN OF CARMEL FOR STORMWATER MANAGEMENT FACILITIES MAINTENANCE AGREEMENT - HILLCREST COMMONS - AUTHORIZED**

WHEREAS, Wilder Balter Partners, LLC and the Town of Kent have requested that the Town Board authorize the signing of an Intermunicipal Agreement between the Town of Kent, Wilder Balter Partners, LLC and the Town of Carmel providing for stormwater management facilities maintenance at the project/site plan within the Town of Carmel and Town of Kent known and designated as “Hillcrest Commons”;

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, the Intermunicipal Agreement between Town of Kent, Wilder Balter Partners, LLC 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 DiCarlo  
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Anthony DiCarlo	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

(Cont.)

**STORMWATER MANAGEMENT FACILITIES  
MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between BBJ Associates, LLC, a New York limited liability company having an office at 570 Taxter Road, Sixth Floor, Elmsford, New York 10523 ("Owner"), the **TOWN OF KENT**, New York, a municipal corporation having an office at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Kent"), and the **TOWN OF CARMEL**, New York, a municipal corporation with an office at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 ("Carmel").

**WITNESSETH:**

**WHEREAS**, Owner is the fee owner of certain premises located in the Town of Kent having tax map numbers \_\_\_\_\_ and \_\_\_\_\_, more particularly described by metes and bounds on **Schedule A** annexed hereto (the "Kent Property"); and

**WHEREAS**, Owner is the fee owner of real property contiguous to the Kent Property and located within the Town of \_\_\_\_\_, having tax map numbers \_\_\_\_\_ and \_\_\_\_\_, more particularly described by metes and bounds on **Schedule B** annexed hereto (the "Other Town Property"); and

**WHEREAS**, Owner is seeking one or more approvals from the Town of Kent and the Town of \_\_\_\_\_ for unified land development activity covering both the Kent Property and the Other Town Property, in connection with which stormwater management facilities (the "Facilities"), in the event of administrative land use approvals, shall be required in accordance with the respective Town Codes in effect as of the date of this Agreement (the "Codes"); and

**WHEREAS**, the Facilities as designed and submitted to the respective Towns by the Owner provide, in part, for the management of stormwater generated from the Other Town Property in the direction of the Kent Property; and

**WHEREAS**, the purpose of this Agreement is to provide, among other remedies which may be found in separate and independent stormwater management agreements between the Owner and the respective Towns, that breach by the Owner of obligations to either Town to maintain, clean, repair, replace, and/or continue the Facilities located in that Town, shall entitle both Towns, in aid of each other, to convert any amount expended, or caused to be expended due to the Owner's breach, to a tax on the next succeeding annual tax roll covering both the Kent Property and the Other Town Property.

**NOW THEREFORE**, for valuable consideration received, the Owner and the respective Towns hereby agree as follows:

1. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control located on the Kent Property and/or the Other Town Property in accordance with the applicable conditions of land use approval of each Town, the relevant provisions of local stormwater legislation or regulation of each Town, applicable New York State Department of Environmental Conservation and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines, and any separate and independent stormwater management agreements between the Owner and the respective Towns (collectively, the "Standards").

(Cont.)

2. This agreement shall not confer upon either Town any duty or obligation to fix or maintain the Facilities within its borders or within the other Town. Further, either Town's acceptance or exercise of any rights pursuant to this Agreement shall not be deemed or construed as acceptance by either Town of any duty or obligation to fix or maintain the Facilities.

3. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall continue to be bound to the maintenance provisions depicted in the approved project plans for the Facilities described in **Schedule C** annexed hereto as to the Kent Property and **Exhibit D** annexed hereto as to the Other Town Property to this Agreement.

4. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities described in **Schedule C and D**, respectively, as necessary to ensure performance of the measures to design specifications and in accordance with the Standards.

5. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall be responsible for all expenses related to the aforesaid maintenance of the stormwater control measures for the Facilities.

6. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall provide for the periodic inspection of the stormwater control measures for the Facilities, not less than once in every \_\_\_\_\_-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Kent ("KSMO") and the Stormwater Management Officer of the Town of \_\_\_\_\_ ("CSMO"), within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facilities located in each Town.

7. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment,

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modification or discontinuation of the Facilities' stormwater control measures except in accordance with prior written approval of both the KSMO and the CSMO.

8. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall promptly undertake necessary repairs and replacement of the Facilities' stormwater control measures in each Town at the direction of the SMO for that Town in accordance with the recommendations of the inspecting engineer which have been reviewed and approved by the relevant SMO.

9. If an SMO determines that the Owner, or its successors or assigns, have failed to maintain the Facilities' stormwater control measures in the Town of jurisdiction of the SMO, or has failed to undertake corrective action specified by the SMO in accordance with the recommendations of the inspecting engineer, and the Owner does not remedy that failure within thirty (30) days from the receipt of notice thereof given by the SMO, the SMO is authorized to undertake all steps reasonably necessary for the preservation, continuation or maintenance of the Facilities' stormwater control measures in that Town. The Owner, or its successors or assigns, shall be responsible to reimburse the relevant Town for any funds expended to compensate for consulting and professional services, including reasonable attorney's services, rendered to that Town, or costs for the corrective action incurred by that Town, to remedy the breach of Owner's obligations with respect to maintenance of the Facilities.

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(Cont.)

10. In the event of failure of the Owner to reimburse the relevant Town for such fees, costs or expenses, that Town may convert any amount expended, or caused to be expended due to the Owner's breach, to a tax on the next succeeding annual tax roll covering the Property in that Town which is described herein in Schedule A or B, as the case may be. The other Town which is a party to this Agreement may, in this event, convert such amount expended, or caused to be expended by the other Town, to a tax on the next succeeding annual tax roll covering the Property described herein in Schedule A or B as the case may be.

11. Owner hereby covenants that the Owner is seized of the Premises in fee simple and has good right to execute this Agreement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the respective Towns.

12. This Agreement shall run with the land in perpetuity and is binding upon the Owner, its successors and assigns.

13. A memorandum of this Agreement shall be recorded with the Clerk of Putnam County.

14. The remedies in this Agreement are cumulative to, and in addition to, any other terms and conditions of separate and independent stormwater maintenance agreements or easement agreements entered into between either Town and the Owner.

IN WITNESS WHEREOF, the Owner and the respective Towns have executed this Agreement as of the date first herein above set forth.

TOWN OF KENT

BBJ ASSOCIATES, LLC

By: \_\_\_\_\_  
Katherine M. Doherty, Supervisor

By: \_\_\_\_\_  
Robert H. Wilder, Jr.,  
Managing Member

TOWN OF CARMEL

By: \_\_\_\_\_  
Kenneth Schmitt, Supervisor

STATE OF NEW YORK                    )  
COUNTY OF \_\_\_\_\_            )

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 executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

(Cont.)

STATE OF NEW YORK            )  
COUNTY OF \_\_\_\_\_ )

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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK            )  
COUNTY OF \_\_\_\_\_ )

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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

Councilman Ravallo explained that Legal Counsel reassured him about any concerns he had relating to liability issues associated with the Intermunicipal Agreement.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 10/5/10, 10/20/10 AND 10/27/10 - ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman DiCarlo, seconded by Councilman Lombardi, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on October 5<sup>th</sup>, October 20<sup>th</sup>, and October 27<sup>th</sup>, 2010 were accepted as submitted by the Town Clerk.

**HIGHWAY DEPARTMENT - REQUEST FOR PROPOSALS AUTHORIZED - CONNECTION OF NATURAL GAS POWERED EMERGENCY GENERATOR AT HIGHWAY GARAGE**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Michael Simone, Highway Superintendent of the Town of Carmel, to request proposals for connection of the existing natural gas powered emergency generator located at the Nextel Cellular Tower to the Town of Carmel Highway Garage.

Resolution  
Offered by:     Councilman Lombardi  
Seconded by:   Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Anthony DiCarlo	X	
Kenneth Schmitt	X	

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Robert Vara, Engineering Projects Coordinator, to request proposals for installation of a dry hydrant within Fire Protection District #1, Mahopac Falls Volunteer Fire Department at Corral Drive, Tax Map No. 75.5-1-8.8.

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Anthony DiCarlo	X	
Kenneth Schmitt	X	

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes and ratifies the October 2010 Budget Modifications/Revisions itemized on Schedule #2010-10 which are attached to this resolution, incorporated herein and made a part hereof.

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Anthony DiCarlo	X	
Kenneth Schmitt	X	

	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
	<b>GENERAL FUND</b>				
2010-10-01	100-1010-0046	TOWN BOARD CONSULTING SERVICES		63,000.00	
	100-1989-3990	STATE AID - MS4 GRANT FUNDING	*	31,500.00	
	100-1989-5080	OTHER FINANCING SOURCE *Temporary*	*	31,500.00	
		- PROVIDE FOR EQUIPMENT PURCHASE UNDER MS4 GRANT			

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TOWN BOARD MEETING

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2010-10-02	100-1355-0047	ASSESSOR TRAINING EXPENSE		700.00	
	100-1989-2770	OTHER REVENUES - UNCLASSIFIED	*	700.00	
		- PROVIDE FOR ASSESSOR TRAINING EXPENSE			
2010-10-03	100-1410-0040	TOWN CLERK CONTRACTUAL EXPENSES		1,000.00	
	100-1410-0080	TOWN CLERK EMPLOYEE BENEFITS			1,000.00
		- TRANSFER FOR CNTRACTUAL EXPENSES			
2010-10-04	100-1420-0041	LITIGATION LEGAL SERVICES		2,000.00	
	100-1420-0042	JUSTICE CORT PROSECUTION LEGAL SERVICES		2,000.00	
	100-1420-0044	LABOR LEGAL SERVICES		1,000.00	
	100-1440-0046	ENGINEERING CONSULTANT			5,000.00
		- TRANSFER FOR LEGAL SERVICES			
2010-10-05	100-1460-0045	RECORDS MANAGEMENT STORAGE EXPENSE		300.00	
	100-1460-0048	RECORDS MANAGEMENT MISC EXPENSE		100.00	
	100-1460-0040	RECORDS MANAGEMENT CONTRACTUAL EXPENSE			400.00
		-TRANSFER FOR RECORDS MANGMNT EXP			
2010-10-06	100-3120-0080	POLICE RETIREMENT BENEFITS		20,000.00	
	100-3120-0084	POLICE HEALTH INSURANCE BENEFITS			20,000.00
		- CORRECTION OF BR 2010-09-01			
2010-10-07	100-3120-0012	POLICE OVERTIME EXPENSE		39,000.00	
	100-3120-0013	POLICE PART-TIME MATRON EXPENSE		1,000.00	
	100-1989-9909	APPROPRIATED FUND BALANCE	*	40,000.00	
		- PROVIDE FOR OVERTIME/MATRON EXPENSE			
2010-10-08	100-3120-0015	POLICE STAFF STIPENDS		2,130.00	
	100-3120-0017	POLICE STAFF UNIFORM PAY		870.00	
	100-3120-0044	POLICE LEGAL EXPENSE			3,000.00
		- TRANSFER FOR POLICE SCU STIPEND PAY			
2010-10-09	100-3121-0012	LAKE PATROL OVERTIME		270.00	
	100-3121-0040	LAKE PATROL CONTRACTUAL EXPENSES		230.00	
	100-3121-0084	LAKE PATROL HEALTH INS EXPENSE			500.00
		- TRANSFER FOR LAKE PATROL EXPENSES			
2010-10-10	100-3124-0012	K-9 UNIT OVERTIME EXPENSE		850.00	
	100-3124-0011	K-9 UNIT STAFF EXPENSE			300.00
	100-3124-0040	K-9 UNIT CONTRACTUAL EXPENSE			550.00
		- TRANSFER FOR K-9 UNIT OVERTIME EXPENSE			
2010-10-11	100-5010-0088	HIGHWAY ADMINISTRATION RETIREE BENEFITS		3,000.00	
	100-5010-0080	HIGHWAY ADMINISTRATION EMPLOYEE BENEFITS			3,000.00
		- TRANSFER FOR RETIREE MEDICARE REIMBURSEMENT			
2010-10-12	100-5132-0020	HIGHWAY GARAGE EQUIPMENT EXPENSE		7,500.00	
	100-1640-0020	CENTRAL GARAGE EQUIPMENT EXPENSE			7,500.00
		- TRANSFER FOR ENVIROMENTAL SPILL COST			

TOWN OF CARMEL  
BUDGET REVISIONS FOR OCTOBER 2010  
#2010-10

	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
2010-10-13	100-7020-0045	RECREATION BLDG SPECIAL REPAIRS	250.00	
	100-7020-0040	RECREATION ADMIN CONTRACTUAL EXPENSES		250.00
		- TRANSFER FOR BLDG SPECIAL REPAIRS		
2010-10-14	100-7110-0041	PARK MAINTENANCE FUEL EXPENSE	1,000.00	
	100-7110-0022	PARK SPECIAL EQUIPMENT EXPENSE		1,000.00
		- TRANSFER FOR PARK FUEL EXPENSE		
2010-10-15	100-7610-0020	PROGRAM FOR THE AGING EQUIPMENT	50.00	
	100-7610-0040	PROGRAM FOR THE CONTRACTUAL EXPENSE		50.00
		-TRANSFER FOR PROGRAM EQUIPMENT		
HIGHWAY FUND				
2010-10-16	500-5110-0013	GENERAL REPAIR TEMPORARY STAFF	1,390.00	
	500-5110-0082	GENERAL REPAIR FICA EXPENSE	110.00	
	500-5110-0084	GENERAL REPAIR HEALTH INSURANCE EXPENSE		1,500.00
		- TRANSFER FOR TEMP STAFF EXPENSE		



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2010-10-17	500-5110-0019 500-5010-9877	GENERAL REPAIR PAID ABSENCES FUND BALANCE COMP ABSENCES - PROVIDE FOR RETIREMENT PAYOUT	*	5,087.00 5,087.00	
2010-10-18	500-5110-0088 500-5110-0080 500-5142-0080	STAFF ACCRUED COMP ABSENCES GEN REPAIR RETIREMENT EXPENSE SNOW REMOVAL RETIREMENT EXPENSE - TRANSFER FOR EXCESS RETIREMENT EXPENSE		42,025.00	19,025.00 23,000.00
2010-10-19	500-5130-0040 500-5110-0088	MACHINERY REPAIR EXPENSES STAFF ACCRUED COMP ABSENSE - TRANSFER FOR MACHINERY REPAIR EXPENSES		42,025.00	42,025.00
2010-10-20	500-5140-0012 500-5140-0084	WEEDS & BRUSH OVERTIME EXPENSE WEEDS & BRUSH HEALTH INSURANCE EXPENSE - TRANSFER FOR OVERTIME EXPENSE		2,500.00	2,500.00
2010-10-21	500-5112-0012 500-5112-0020	CHIPS OVERTIME EXPENSE CHIPS CONTRACTUAL EXPENSE - TRANSFER FOR CHIPS OVERTIME EXPENSE		4,424.00	4,424.00
LAKE CASSE PARK DISTRICT					
2010-10-22	401-7140-0013 401-7140-0082 401-7140-0042	TEMP STAFF EXPENSE SOCIAL SECURITY EXPENSE UTILITY EXPENSE - TRANSFER FOR TEMP STAFF/FICA EXPENSE		2,432.00 188.00	2,620.00
LAKE MAHOPAC PARK DISTRICT					
2010-10-23	402-7110-0048 402-7110-0040	OTHER EXPENDITURES CONTRACTUAL EXPENSES - TRANSFER FOR NEWSLETTER PRINTING EXPENSES		600.00	600.00
LAKE SECOR PARK DISTRICT					
2010-10-24	404-7140-0013 404-7140-0082 404-7140-0020 404-7140-0050	TEMP STAFF EXPENSE FICA EXPENSE EQUIPMENT EXPENSE SPECIAL IMPROVEMENTS - TRANSFER FOR TEMP STAFF/FICA EXPENSE		2,132.00 188.00	1,000.00 1,300.00

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TOWN OF CARMEL  
BUDGET REVISIONS FOR OCTOBER 2010  
#2010-10

	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #2					
2010-10-25	602-8310-0047 602-8310-0042	EMERGENCY REPAIRS UTILITY EXPENSES - TRANSFER FOR EMERGENCY REPAIRS		3,500.00	3,500.00
CARMEL WATER DISTRICT #3					
2010-10-26	603-8310-0047 603-8310-0048 603-8310-0042	EMERGENCY REPAIRS OTHER OPERATING EXPENSES UTILITY EXPENSES - TRANSFER FOR EMERGENCY REPAIRS		1,000.00 500.00	1,500.00
CARMEL WATER DISTRICT #4					
2010-10-27	604-8310-0088 604-8310-9909	RETIREE HEALTH INSURANCE APPROPRIATED FUND BALANCE - PROVIDE FOR RETIREE HEALTH INSURANCE COST	*	5,600.00 5,600.00	
CARMEL WATER DISTRICT #8					
2010-10-28	608-8310-0047 608-8310-0042	EMERGENCY REPAIRS UTILITY EXPENSES - TRANSFER FOR EMERGENCY REPAIRS		5,000.00	5,000.00
CARMEL SEWER DISTRICT #6					
2010-10-29	706-8130-0048 706-8130-0099	OTHER OPERATING EXPENSES REPAIR RESERVE FUND -TRANSFER FOR SPEDES STORMWATER/SAMPLING FEES		570.00	570.00



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HIGHWAY MACHINERY CAPITAL FUND				
2010-10-30	951-5130-0024 951-5130-0024	PURCHASE OF MACHINERY PURCHASE OF MACHINERY - RECORD BID AWARDED 8/10 FOR PURCHASE OF MACHINERY	110,818.00	110,818.00
2010-10-31	951-5130-0024 951-5130-0024	PURCHASE OF MACHINERY PURCHASE OF MACHINERY - RECORD BID AWARDED 9/10 FOR PURCHASE OF MACHINERY	141,837.00	141,837.00
CARMEL SEWER DISTRICT #1 EXT #3 CAPITAL FUND				
2010-10-32	971-8130-0099 971-8130-5030	TRANSFER TO DEBT FUND BANS REDEEMED FROM APPROPRIATION - PROVIDE FOR BAN PAYOFF IN DEBT FUND	1,050,000.00 1,050,000.00	
CARMEL SEWER DISTRICT #4 CAPITAL FUND				
2010-10-33	974-8130-0145 974-8130-3990	CONTRACT IMPROVEMENTS STATE AID - RECORD CHANGE ORDER APPROVED	72,060.00 72,060.00	
CARMEL WATER DISTRICT #14 CAPITAL FUND				
2010-10-34	984-8310-0040 984-8310-0040	CONTRACTUAL EXPENDITURES CONTRACTUAL EXPENDITURES - RECORD BID AWARDED FOR DISTRICT CAPITAL IMPROVEMENTS	16,387.00	16,387.00

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**ENTRY INTO AGREEMENT FOR INTERNET-BASED SOLICITATION AND BIDDING SERVICES - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into an agreement for internet-based solicitation and procurement services with International Data Base Corp, d/b/a Interactive Procurement Technologies by BidNet, Albany, NY; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreement in form and content as attached hereto and made a part hereof, as well as and any other related documentation necessary to effectuate said agreement.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman DiCarlo

Roll Call Vote	YES	NO
Robert Ravallo	<u>X</u>	<u>      </u>
Frank Lombardi	<u>X</u>	<u>      </u>
Suzanne McDonough	<u>X</u>	<u>      </u>
Anthony DiCarlo	<u>X</u>	<u>      </u>
Kenneth Schmitt	<u>X</u>	<u>      </u>



☒ Work Session 11/10/10  
☒ Agenda 11/17/10

**AGREEMENT FOR SERVICES**

**Parties to this Agreement:** The parties to this Services Agreement (hereinafter referred to as "the Agreement") are Town of Carmel. (hereinafter referred as the "Participating Organization") and International Data Base Corp., doing business under the trade name Interactive Procurement Technologies by BidNet, a legally incorporated body having its principal place of business at 20A Railroad Avenue, Albany, New York 12205 (hereinafter referred to as "IPT").

(Cont.)

**RECITALS:**

WHEREAS the Participating Organization is in need of web-based solicitation and bidding services, including maintenance and support services;

WHEREAS under the Agreement, IPT has developed a web-based solicitation system, providing on-line bidding services, including maintenance and support services (hereinafter referred to as "The Network")

WHEREAS the Participating Organization wishes to join The Network and benefit from the services provided by IPT;

**THE PARTIES AGREE:**

**1. Description of Services:**

- 1.1. **System Membership:** The Participating Organization has agreed to join The Network. It is understood that IPT will provide the Participating Organization with access to The Network.
- 1.2. **Promotion of System Name:** To avoid confusion with the Participating Organization staff and supplier community, the Participating Organization agrees that any endorsement or advertising it may do internally or externally, will promote The Network.

2. **Term of Agreement:** This Agreement shall become effective on the date of execution for an initial term of twelve (12) months (the "Initial Term"). The Initial Term of this Agreement may be extended in one-year increments, without notice unless terminated by either party.

**3. Payment for Services:**

**3.1 Participating Organization Fees:**

- 3.1.1. **Subscription Fees:** There will be no subscription fees incurred by the Participating Organization under this Agreement.
- 3.1.2. **Mailing Fees:** IPT will send an invoice to the Participating Organization for reimbursement of postage fees incurred to produce the mailing to suppliers.
- 3.1.3. **Programming Fees:** The Participating Organization agrees to use The Network on an "as is" basis. Any customized work to the system requested by the Participating Organization shall be made available at \$125 per hour.

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- 3.1.4. **Surplus Auction Fees:** Should the Participating Organization choose to use the Surplus Auctions program to sell unwanted goods and equipment, a 5% commission will be paid to IPT for items sold.

- 3.1.5. **Future Enhancements:** IPT reserves the right to offer future services to the Participating Organization which may or may not include service fees.

**3.2 Supplier Registration Fees:**

- 3.2.1. **No Notification:** This option gives suppliers access to search for documents of interest for all Participating Organizations actively using The Network at no charge, but requires them to remember to login frequently to ensure they catch opportunities before they close. This includes bids, addendums and awards.
- 3.2.2. **Automatic Notification:** Suppliers that choose to register for automatic notification will be charged a nominal annual subscription fee. This includes notification from all Participating Organizations when bids, addendums and awards are posted on The Network that matches their profile.
- 3.2.3. **Future Enhancements:** IPT reserves the right to offer future services to all registered suppliers which may or may not include separate service fees.

4. **Termination:** This Agreement may be terminated by either party upon sixty (60) days notice. Notice shall be in writing, sent by certified mail, return receipt requested.
  5. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties and the parties agree that there are no other understandings, representations or warranties, either expressed or implied, whether written or oral, made by either party, except as stated within this Agreement.
-

(Cont.)

- 6. **Amendments:** No alteration of this Agreement shall be valid unless made in writing and signed by the parties and no oral understanding or agreements not incorporated herein shall be binding on the parties.
- 7. **Governing Law:** This Agreement shall be governed by the laws of the State of New York.
- 8. **Severability:** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
- 9. **Work Product Ownership:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by IPT in connection of this Agreement, will be the exclusive property of IPT. The Participating Organization supplier database is not subject to this Work Product Ownership provision, and remains the property of the Participating Organization.
- 10. **Unauthorized Use:** The Participating Organization agrees to require each user obtain a username and password to gain access The Network. Sharing of usernames and passwords is strictly prohibited. The Participating Organization also agrees to obtain written consent from IPT prior to showing demonstrations of The Network to any third party.
- 11. **Warranty:** IPT shall provide its services and meet its obligations under this Agreement in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to IPT on similar projects.
- 12. **Signatures:** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year written under the Participating Organization below.

Town of Carmel

Interactive Procurement Technologies by  
BidNet®, a division of  
INTERNATIONAL DATA BASE CORP.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

Name: Dan Ansell  
Title: Vice President  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_



Partnership Agreement -- Schedule A

IPT by BidNet® is committed to partnering with you to develop, manage, grow, and support a successful purchasing network. As a partnership, the system's level of success depends upon mutual commitment. A framework for success includes the following:

Partner agency responsibilities	IPT responsibilities
Vendor outreach and communication	
Member agencies will provide their vendor database, letterhead and envelopes, approve the messaging, and pay postage costs for an initial mailing announcement to the vendor community.	IPT will "clean" the database using internal and external resources to correct addresses, remove duplicates, and eliminate non-vendor records. IPT will draft the announcement and pay printing and processing costs.
Network website promotion	
Agencies will place a web link to the purchasing network site on their department or agency web page, as well as on other appropriate pages or related sites.	IPT will provide the link and appropriate text and artwork for the agency to use on their web sites.



(Cont.)

Participation commitment	
Partner agencies will commit to system training for appropriate staff, and to post all bids, RFPs, RFQs, addenda, awards, etc.	IPT will provide online system training for all appropriate staff. Optional on-site training can also be provided at additional cost.
Press release and publicity	
Agencies will build system awareness through distribution of press releases to local media, as well as by posting the press release on the agency website.	IPT will provide the draft press release to be approved and customized by the agency to reflect the agency and community.
Building a network community	
Partner agencies will promote their system to other local governments and agencies to strengthen network effectiveness and build network participation.	IPT will provide staff and resources to promote the network to local governments. Marketing efforts will include direct mail, email, phone calls, and webinars.
Special event opportunities	
Agencies will inform IPT, and extend invitations where possible, for conferences, shows, or other agency or purchasing-related events.	IPT will share information about solutions and services with prospective members, to grow and enhance the system for all participants.

20A Railroad Avenue, Albany, New York, 12205      800.677.1997      www.iptbybidnet.com

**EXECUTIVE SESSION - PERSONNEL**

The following Resolution Abolishing the Position of Senior Recreation Leader in the Town of Carmel Recreation and Parks Department was offered by Councilman Lombardi and seconded by Councilman DiCarlo. On motion by Councilman DiCarlo, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 8:41 p.m. to Executive Session to discuss a personnel item that related to the 2011 Budget. They reconvened the Regular Meeting at 9:31 p.m. and commenced with the roll call vote.

**RESOLUTION ABOLISHING THE POSITION OF SENIOR RECREATION LEADER IN THE TOWN OF CARMEL RECREATION AND PARKS DEPARTMENT - FAILED**

RESOLVED that the Town Board of the Town of Carmel hereby abolishes the position of Senior Recreation Leader in the Town of Carmel Recreation and Parks Department effective January 1, 2011.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>          </u>	<u>  X  </u>
Frank Lombardi	<u>          </u>	<u>  X  </u>
Suzanne McDonough	<u>          </u>	<u>  X  </u>
Anthony DiCarlo	<u>          </u>	<u>  X  </u>
Kenneth Schmitt	<u>          </u>	<u>  X  </u>

Supervisor Schmitt explained that budgetary adjustments were made to avoid terminating the position of Senior Recreation Leader in the Recreation and Parks department.



**PUBLIC HEARING SCHEDULED FOR 12/1/10 TO HEAR OBJECTIONS TO ASSESSMENT ROLLS FOR THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS OF THE SEWER AND WATER DISTRICTS FOR FISCAL YEAR 2011 AMENDED 11/23/10**

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 of said Town for fiscal year 2011; and

WHEREAS said assessment rolls have been filed with the 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 1, 2010 at 7:30 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: Councilman DiCarlo  
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Anthony DiCarlo	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

**ISSUANCE OF LICENSE FOR THE COLLECTION OF REFUSE AND GARBAGE WITHIN THE TOWN OF CARMEL AUTHORIZED - CAMPOPIANO CARTING, INC.**

RESOLVED that the Town Board of the Town of Carmel, upon review of the application of Campopiano Carting, Inc., hereby authorizes the issuance of a license for the collection of refuse and garbage within the Town of Carmel pursuant to Chapter 95, Article III of the Town Code of the Town of Carmel to:

<u>APPLICANT</u>	<u>ADDRESS</u>	<u>LICENSE PERIOD</u>
Campopiano Carting, Inc.	Office Address: 476 Main Street Brewster, NY 10509	11/17/10 - 11/16/11

Resolution

Offered by: Councilman Ravallo  
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Anthony DiCarlo	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

17 NOVEMBER 2010  
TOWN BOARD MEETING

**ISSUANCE OF LICENSE FOR THE COLLECTION OF REFUSE AND GARBAGE  
WITHIN THE TOWN OF CARMEL AUTHORIZED - MID-HUDSON WASTE, INC.**

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 collection of refuse and garbage within the Town of Carmel pursuant to Chapter 95, Article III of the Town Code of the Town of Carmel to:

APPLICANT	ADDRESS	LICENSE PERIOD
Mid-Hudson Waste, Inc.	Office Address: 289 E. Main Street Jefferson Valley, NY 10535	9/21/2010 – 9/20/2011
	Mailing Address: PO Box 888 Mahopac, NY 10541	

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Anthony DiCarlo	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

**TOWN OF CARMEL 2010 SUBJECT MATTER LIST AND OFFICE RETENTION  
SCHEDULE - ADOPTED**

RESOLVED that, upon the recommendation of Ann Garris, Town Clerk, the Town Board of the Town of Carmel hereby adopts the Town of Carmel 2010 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Anthony DiCarlo	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

**CARMEL SEWER DISTRICT #4 - CHANGE ORDER #7 TO CONSTRUCTION  
UPGRADE CONTRACT #164B - AUTHORIZED**

WHEREAS the Town Board has been advised that Change Order #7 to Carmel Sewer District #4 Construction Upgrade Contract #164B has been approved by the New York State EFC and the New York City DEP,  
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign Change Order #7 to the aforementioned contract, in form as attached hereto and made a part hereof.

Offered by: Councilman DiCarlo  
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo			Abstain
Frank Lombardi	X		
Suzanne McDonough	X		
Anthony DiCarlo	X		
Kenneth Schmitt	X		

**CHANGE ORDER NO.7**  
**PAGE 1 of 2**

5556.25696  
October 13, 2010

**PROJECT:** TOWN OF CARMEL  
CARMEL SEWER DISTRICT #4  
WWTP REGULATORY UPGRADE

**OWNER:** TOWN OF CARMEL, NY  
60 McALPINE AVENUE  
MAHOPAC, NY 10541

**CONTRACTOR:** MESUDA ELECTRIC INC.  
2 BOXWOOD CLOSE  
HOPEWELL JUNCTION, NY 12533

**ENGINEER:** O'BRIEN & GERE ENGINEERS, INC.

Pursuant to the terms of Section GP-9.01 of the General Provisions of the above-referenced Contract, the Contractor is hereby authorized and directed to proceed with the extra work as described below. The Contractor agrees to furnish all labor, material and equipment needed to accomplish these changes in accordance with the applicable portions of the Contract Documents and/or as required in the Modifications.

**Modification No. 019-163BELEC**

**Requirement:** Electrical work associated with the replacement of the primary mudwell pumps with the lesser horsepower pumps required to convey backwash to the head of the final clarifiers.

**Reason:** The secondary membrane filtration system cannot process sand filter backwash due to the presence of sand in the backwash. Since there is no practical way of separating primary membrane backwash from sand filter backwash, all backwash flow needs to be conveyed to the head of the final clarifiers.

Cost:                      ADD ..... \$15,341

<b>TOTAL COST OF</b>	
<b>CHANGE ORDER NO. 7</b>	<b>ADD.....\$15,341</b>

**CARMEL SEWER DISTRICT #4 - REGULATORY UPGRADE PROGRAM**  
**ENGINEERING CONTRACT COST AMENDMENT - AUTHORIZED**

WHEREAS the Town Board has been advised that Amendment #3 to Carmel Sewer District #4 Engineering Contract has been approved by the New York State EFC and the New York City DEP,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign Amendment #3 to the aforementioned engineering contract.

## Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman DiCarlo

(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>          </u>	<u>          </u>	Abstain
Frank Lombardi	<u>    X    </u>	<u>          </u>	
Suzanne McDonough	<u>    X    </u>	<u>          </u>	
Anthony DiCarlo	<u>    X    </u>	<u>          </u>	
Kenneth Schmitt	<u>    X    </u>	<u>          </u>	

**MAHOPAC VOLUNTEER FIRE DEPARTMENT - DELETION TO THE ACTIVE LIST - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of Michael Gilmore from the active list of the Mahopac Volunteer Fire Department.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>    X    </u>	<u>          </u>	
Frank Lombardi	<u>    X    </u>	<u>          </u>	
Suzanne McDonough	<u>    X    </u>	<u>          </u>	
Anthony DiCarlo	<u>    X    </u>	<u>          </u>	
Kenneth Schmitt	<u>          </u>	<u>          </u>	Absent

(Supervisor Schmitt momentarily stepped out of the room.)

**PUBLIC HEARING SCHEDULED FOR 12/8/10 - PROPOSED LOCAL LAW ESTABLISHING A MORATORIUM IN REGARD TO THE ISSUANCE OF APPROVALS FOR PROPOSED SUBDIVISIONS REQUIRING THE ESTABLISHMENT OF AN OPEN DEVELOPMENT AREA PURSUANT TO NEW YORK TOWN LAW §280-A(4)**

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, December 8, 2010 at 7:30 p.m. or as soon thereafter that evening as possible on a proposed Local Law Amending Chapter 131, entitled “Subdivision of Land” of the Town Code of the Town of Carmel; as follows:

TOWN OF CARMEL  
PROPOSED LOCAL LAW # \_\_\_\_\_ OF THE YEAR 2010  
A LOCAL LAW ESTABLISHING A MORATORIUM IN REGARD TO  
THE ISSUANCE OF APPROVALS FOR PROPOSED SUBDIVISIONS  
REQUIRING THE ESTABLISHMENT OF AN OPEN DEVELOPMENT AREA  
PURSUANT TO NEW YORK TOWN LAW §280-a(4)

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 a temporary moratorium on the issuance of approvals by the Town of Carmel Planning Board for any proposed subdivision requiring the establishment of any open development area pursuant to New York Town Law §280-a(4) when such subdivision approval is sought pursuant to Chapter 131 entitled “Subdivision of Land” of the Town Code of the Town of Carmel.



(Cont.)

Section 2: LEGISLATIVE FINDINGS

The Town Board of the Town of Carmel has received numerous complaints in regard to subdivision applications requiring the establishment of an open development area pursuant to NY Town Law §280-a(4), specifically concerning the future viability of the subdivision lots and private roads created by such approvals. The Town Board has decided to review and consider imposing specific guidelines and/or criteria for the establishment of open development areas in the Town of Carmel, so that future Town Boards may more efficiently and effectively review such subdivision applications. The Town Board deems it in the best interest of the general health, safety and welfare of the residents of the Town of Carmel to impose a moratorium on the issuance of any subdivision approvals for any proposed subdivision requiring the establishment of any open development area pursuant to New York Town Law §280-a(4).

Section 3: MORATORIUM

Section 131-7 of the Town Code of the Town of Carmel is hereby amended by the addition of a new subparagraph “I” which shall read as follows:

- I. Notwithstanding the foregoing, no approvals for any preliminary subdivision plat requiring the establishment of any open development area pursuant to New York Town Law §280-a(4) shall be issued by the Planning Board from the effective date of this Local Law until June 30, 2011.

Section 131-8 of the Town Code of the Town of Carmel is hereby amended by the addition of a new subparagraph “L” which shall read as follows:

- L. Notwithstanding the foregoing, no approval for any final subdivision plat requiring the establishment of any open development area pursuant to New York Town Law §280-a(4) shall be issued by the Planning Board from the effective date of this Local Law until June 30, 2011.

Section 4: EFFECTIVE DATE.

This local law shall take effect immediately in accordance with law.

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

Resolution

Offered by: Councilman Ravallo  
Seconded by: Councilman DiCarlo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Anthony DiCarlo	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

**2011 PRELIMINARY BUDGET AMENDED AND ADOPTED AS ANNUAL BUDGET**

WHEREAS the Town Board has met at the time and place specified in the notice of public hearing on the Preliminary Budget and heard all persons desiring to be heard thereon; and

**17 NOVEMBER 2010  
TOWN BOARD MEETING**

(Cont.)

WHEREAS following the public hearing, the Town Board met with the Deputy Comptroller, Maryann Maxwell and Financial Consultant, Thomas Carey, and amended the Preliminary Budget, as described on the attached schedule; to arrive at a Final Budget for fiscal year 2011;

NOW THEREFORE BE IT RESOLVED that the Final Budget, as incorporated herein and made a part hereof, is hereby adopted as the annual budget of the Town of Carmel for the fiscal year beginning the 1st day of January, 2011 and that such budget as so adopted be entered in detail in the minutes of this Town Board; and

BE IT FURTHER RESOLVED that the Town Clerk shall prepare and certify in duplicate, copies of said annual budget as adopted by this Town Board, together with the assessment rolls for benefit improvements adopted pursuant to Section 202-a, subdivision 2, of the Town Law and deliver one copy thereof to the Supervisor of the Town to be presented by him to the Putnam County Legislature.

Resolution

Offered by: Councilman DiCarlo  
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Anthony DiCarlo	X	
Kenneth Schmitt	X	

Supervisor Schmitt presented the proposed budget adjustments for 2011.

TOWN OF CARMEL "PROPOSED" ADOPTED BUDGET ADJUSTMENTS 2011**Health Insurance Benefits**

100-1640-0084	Central Garage HI	500		
100-3120-0084	Police HI	20,000		
100-3120-0086	Police Retiree HI	10,000		
100-3310-0084	Traffic Signs HI	500		
100-8090-0084	Recycling HI	200		
500-5110-0084	Highway Staff HI	10,000		
500-5130-0084	Machinery Repr HI	2,000		
500-5140-0084	Weeds/Brush HI	1,000		
500-5142-0084	Snow HI	800		
	<b>Total HI Benefits</b>	<b>45,000</b>	<b>Increase</b>	<b>Expenditure</b>
100-1315-0013	Comptroller PT Staff	(2,000)		
100-1330-0013	Rec of Taxes PT Staff	(2,000)		
100-1355-0013	Assessor PT Staff	(1,000)		
100-7110-0040	Park Maint Cont Exp	(5,000)		
	<b>Total Misc Adj</b>	<b>(10,000)</b>	<b>Decrease</b>	<b>Expenditure</b>
100-1989-1001	<b>Real Property Taxes</b>	<b>(95,000)</b>	<b>Decrease</b>	<b>Revenue 3.9%</b>
100-1989-9876	<b>Certioari Fund Balance</b>	<b>100,000</b>	<b>Increase</b>	<b>Fund Balance</b>

**Recreation**

100-7020-0011	Full-time Admin Staff	(53,867)		
100-7020-0012	Overtime Admin	(5,000)		
100-7020-0013	Part-time staff Admin	25,000		
100-7020-0014	Longevity Pay Admin	(2,300)		
100-7020-0017	Uniform Pay Admin	(500)		
100-7020-0080	Admin Staff Benefits	(29,500)		
		<b>(66,167)</b>	<b>Decrease</b>	<b>Expenditure</b>
100-7110-0011	Full-time Maint Staff	42,608		
100-7110-0012	OT Maint Staff	(500)		
100-7110-0013	Part Time Main Staff	(4,000)		
100-7110-0017	Uniform Pay Maint Staff	500		
100-7110-0080	Maint Staff Benefits	21,559		
		<b>60,167</b>	<b>Increase</b>	<b>Expenditure</b>

17 NOVEMBER 2010  
TOWN BOARD MEETING

(Cont.)

100-7111-0013	Sycamore PT Maint	(2,000)	
100-7112-0013	Crane Rd PT Maint	(4,000)	
100-7113-0013	Chamber PT Maint	(1,500)	
100-7114-0013	Red Mills PT Maint	(1,500)	
100-7115-0013	Airport PT Maint	(3,000)	
100-7117-0013	Camarda PT Maint	(9,000)	
100-7118-0013	Bald Mead PT Maint	(3,000)	
		(24,000)	Decrease Expenditure
Net Recreation Adjust		(30,000)	Decrease

SUGGESTED PRELIMINARY BUDGET CHANGES FOR 2011 ADOPTED BUDGET

			PRELIMINARY	ADOPTED	CHANGE
<b>GENERAL FUND</b>					
Police Retirement	EXP	100-3120-0086	620,000	660,000	40,000
Transfer to Debt	EXP	100-9901-0000	500,000	460,000	(40,000)
				Net change	0
Transfer to Highway	EXP	100-9902-0000	0	240,000	240,000
Real Property Taxes	REV	100-1989-1001	10,821,503	11,061,503	240,000
<b>HIGHWAY FUND</b>					
Genrl Repair Retirement	EXP	500-5110-0080	245,103	243,503	(1,600)
Genrl Repair Fica/Med	EXP	500-5110-0082	120,000	120,403	403
Genrl Repair Workers Comp	EXP	500-5110-0083	257,500	260,508	3,008
Machinery Repair MTA	EXP	500-5130-0081	878	930	52
Machinery Repair Fica/Med	EXP	500-5130-0082	21,000	20,920	(80)
Weeds/Brush Retirment	EXP	500-5140-0080	23,824	23,504	(320)
Weeds/Brush MTA	EXP	500-5140-0081	412	500	88
Weeds/Brush Fica/Med	EXP	500-5140-0082	11,500	11,238	(262)
Snow Removal Fica/Med	EXP	500-5142-0082	34,500	30,540	(3,960)
Transfer to Debt Fund	EXP	500-9901-0099	900,000	890,000	(10,000)
Accrued Absences	EXP	500-5110-0088	40,000	52,671	12,671
				Net change	0
Snow Removal Reserve	EXP	500-9999-0099	0	50,000	50,000
Snow Reserve Fund Bal	FB	500-5010-9888	0	50,000	50,000
Interfund Transfer	REV	500-5010-5030	0	240,000	240,000
Real Property Taxes	REV	500-5010-1001	5,973,375	5,733,375	(240,000)
<b>CFPD #1</b>					
Dry Hydrants	EXP	301-3410-0045	0	10,000	10,000
Fund Balance	FB	301-3410-9909	13,000	23,000	10,000
<b>CWD #2</b>					
Other Expenses	EXP	602-8310-0048	22,016	21,016	(1,000)
Contingency	EXP	602-8310-0090	0	12,000	12,000
Repair Reserve Fund	EXP	602-8310-0099	0	11,000	11,000
Water Rents	REV	602-8310-2148	18,000	20,465	2,465
Fund Balance	FB	602-8310-9909	(70,577)	(60,000)	10,577
Real Property Taxes	REV	602-8310-1001	676,475	685,433	8,958
<b>CWD #12</b>					
Emergency Expenditures	EXP	612-8310-0047	3,000	7,000	4,000
Fund Balance	FB	612-8310-9909	(44,000)	(40,000)	4,000
<b>CWD #13</b>					
Temporay Labor	EXP	613-8310-0013	500	200	(300)
Equipment	EXP	613-8310-0020	500	0	(500)
Contractual Repairs	EXP	613-8310-0040	2,000	1,000	(1,000)
Other Expenses	EXP	613-8310-0048	900	700	(200)
Transfer to Debt Fund	EXP	613-9901-0000	52,000	49,000	(3,000)
Water Rents	REV	613-8310-2140	13,965	12,310	(1,655)
Real Property Taxes	REV	613-8310-1001	56,885	53,520	(3,365)

(Cont.)

SUGGESTED PRELIMINARY BUDGET CHANGES FOR 2011 ADOPTED BUDGET

<b>CSD #2</b>					
Contractual Repairs	EXP	702-8130-0040	200,000	301,920	101,920
Other Expenses	EXP	702-8130-0048	30,536	28,616	(1,920)
Repair Reserve Fund	EXP	702-8130-0099	31,000	11,000	(20,000)
Connections	REV	702-8130-2122	5,000	1,000	(4,000)
Interest Earnings	REV	702-8130-2401	5,938	3,654	(2,284)
Other Revenues	REV	702-8130-2770	200,000	294,284	94,284
Fund Balance	FB	702-8130-9909	88,000	80,000	(8,000)
<b>CSD #4</b>					
Contractual Repairs	EXP	704-8130-0040	100,000	201,920	101,920
Chemical Expense	EXP	704-8130-0041	14,000	12,080	(1,920)
Interest Earnings	REV	704-8130-2401	950	1,458	508
Other Revenues	REV	704-8130-2770	100,000	206,492	106,492
Fund Balance	FB	704-8130-9909	32,000	25,000	(7,000)
<b>CSD #5</b>					
Repair Reserve Fund	EXP	705-8130-0099	5,500	15,500	10,000
Fund Balance	FB	705-8130-9909	(10,000)	0	10,000
<b>CSD #6</b>					
Repair Reserve Fund	EXP	706-8130-0099	5,400	7,400	2,000
Fund Balance	FB	706-8130-9909	(2,000)	0	2,000
<b>GENERAL DEBT FUND</b>					
BAN Interest	EXP	810-9730-0071	7,900	1,235	(6,665)
Interest Earnings	EXP	810-1989-2401	7,792	1,127	(6,665)
Interfund Transfer	REV	810-1989-5031	500,000	460,000	(40,000)
Fund Balance	FB	810-1989-9909	60,000	100,000	40,000
<b>HIGHWAY DEBT FUND</b>					
BAN Prin Roads	EXP	850-9730-0060	50,000	0	(50,000)
BAN Prin Machinery	EXP	850-9730-0061	39,000	0	(39,000)
BAN Interest Roads	EXP	850-9730-0070	5,000	1,300	(3,700)
BAN Interest Machinery	EXP	850-9730-0071	3,910	2,542	(1,368)
Interest Earnings	REV	850-5010-2401	787	719	(68)
Interfund Transfer	REV	850-5010-5031	900,000	890,000	(10,000)
Fund Balance	FB	850-5010-9909	84,000	0	(84,000)

<b>TOWN OF CARMEL</b>				
<b>Adopted 2011 Budget Changes</b>				
Tax Receiver Equip Upgrade	100-1330-0045	EXP	30,000	0
Recreation Admin FT Staff	100-7020-0011	EXP	82,304	136,171
Recreation Admin Temp Staff	100-7020-0013	EXP	30,000	0
Recreation Admin Longevity	100-7020-0014	EXP	4,400	6,700
Recreation Admin Uniform	100-7020-0015	EXP	0	500
Recreation Admin Benefits	100-7020-0080	EXP	105,500	135,000
Recreation Maint Temp Staff	100-7110-0013	EXP	15,000	0
Recreation Park Fees	100-1989-2001	REV	220,000	225,000
Court Fees/Fine	100-1989-2610	REV	180,000	190,000
Real Property Taxes	100-1989-1001	REV	10,954,703	10,950,870



**17 NOVEMBER 2010  
TOWN BOARD MEETING**

**PUBLIC COMMENTS**

Michael Barile expressed his support for not abolishing the position of Senior Recreation Leader in the Town of Carmel Recreation and Parks Department. Mr. Barile commended the Town Board for reducing their salaries in 2011. He went on to inquire about requests made to reopen the Town of Carmel's labor union contracts to help deal with the budget. Discussion was held regarding the matter.

**TOWN BOARD MEMBER COMMENTS**

The Town Board recognized Mary Ann Maxwell, Deputy Comptroller and Thomas Carey, Financial Consultant, for their assistance with the preparation of the Annual Budget. Each member of the Town Board spoke regarding the difficult budget process.

Supervisor Schmitt announced that the Concerned Residents of Carmel and Mahopac will be conducting a food drive to benefit Putnam Community Action Program and is seeking volunteers to assist them on November 20<sup>th</sup> and 21<sup>st</sup>.

Supervisor Schmitt spoke regarding his recent attendance at the Temple Beth Shalom's installation ceremony for Rabbi Eytan Hammerman and wished him well in his new position.

Supervisor Schmitt announced that the Town Board's next meeting will be held on a Tuesday; November 23<sup>rd</sup>.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Ravallo, with all Town Board members present and in agreement, the meeting was adjourned at 10:09.

Respectfully submitted,

Ann Garris, Town Clerk