

**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 21st day of December 2016 at 7:15 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.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 11/16/16 AND 12/7/16 -
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 meetings held on November 16th and December 7th 2016 were accepted as submitted by the Town Clerk.

**POLICE DEPARTMENT - APPOINTMENT OF POLICE OFFICER MADE -
STIPULATION OF AGREEMENT APPROVED - SANDY CRECCO**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Sandy Crecco of Mahopac, NY as a police officer for the Town of Carmel, effective December 21, 2016 at the transfer rate of \$48,152.88 per year, subject to the provisions of the of the Civil Service Law and the Putnam County Civil Service Rules and Regulations.

BE IT FURTHER RESOLVED that the Town Board hereby approves the Stipulation of Agreement between the Town of Carmel, the Town of Carmel Police Benevolent Association, Inc., and Police Officer Crecco regarding Police Officer Crecco's 2016 Sick Leave Entitlement.

BE IT FURTHER RESOLVED that the Town Supervisor is authorized to execute said Agreement.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilmen Lombardi and 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 welcomed Sandy Crecco to the Town of Carmel from the City of New York Police Department and administered his oath of office. The Town Board members expressed congratulatory wishes.

**POLICE DEPARTMENT - APPOINTMENT OF POLICE OFFICER MADE -
STIPULATION OF AGREEMENT APPROVED - VINCENT SERIO**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Vincent Serio, of Mahopac, NY as a police officer for the Town of Carmel, effective December 21, 2016 at the transfer rate of \$55,033.36 per year subject to the provisions of the of the Civil Service Law and the Putnam County Civil Service Rules and Regulations.

BE IT FURTHER RESOLVED that the Town Board hereby approves the Stipulation of Agreement between the Town of Carmel, the Town of Carmel Police Benevolent Association, Inc., and Police Officer Serio regarding Police Officer Serio's 2016 Sick Leave Entitlement.

BE IT FURTHER RESOLVED that the Town Supervisor is authorized to execute said Agreement.

(Cont.)

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>

Supervisor Schmitt welcomed Vincent Serio to the Town of Carmel also from the City of New York Police Department and administered his oath of office. The Town Board members expressed congratulatory wishes.

Detective Michael Sheil, President of the Town of Carmel PBA, welcomed the new police officers to the force. He went on to acknowledge the community as well as the Town Board for their support of the department. He commented that the union contract negotiations in progress have come a long way and are heading in the right direction.

MAHOPAC VOLUNTEER FIRE DEPARTMENT - ADDITIONS AND DELETIONS TO THE ACTIVE LIST AUTHORIZED

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the removal of the following name from the active list of the Mahopac Volunteer Fire Department:

Peter Convery

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the addition of the following names to the active list of the Mahopac Volunteer Fire Department:

Christian Frances Hogan
Christian Moreira
Michael Podeia

Resolution
Offered by: Councilman Lupinacci
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>

BOARD OF ASSESSMENT REVIEW APPOINTMENT MADE - HELEN S. BOWERS - COMMENCING IMMEDIATELY AND EXPIRING 9/30/18

RESOLVED that the Town Board of the Town of Carmel hereby appoints Helen S. Bowers to the Town of Carmel Board of Assessment Review for a term commencing immediately and expiring September 30, 2018.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

(Cont.)

<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>

CERTAIN EQUIPMENT DECLARED OBSOLETE AND DISPOSAL AUTHORIZED - OFFERED AS PRE-FILED

RESOLVED that, upon the recommendation of Town Supervisor Kenneth Schmitt, the Town Board of the Town of Carmel hereby declares the following vehicles/equipment to be obsolete and authorizes its disposal in accordance with Town Law, including but not limited to Town Law §64(2-a):

2003 Ford Crown Victoria VIN# 2FAFP71W53X212289
2008 Ford Crown Victoria VIN# 2FAHP71V48X179485;
2007 Ford Crown Victoria VIN# 2FAHP71W87X154421;
2004 Ford Focus VIN# 1FAFP33Z94W166835;
2009 Ford Crown Victoria VIN# 2FAHP71V79X138205;
2004 Ford Crown Victoria VIN# 2FAFP71W24X179575;
2007 Ford Crown Victoria VIN# 2FAHP71WX7X154419;
1998 Chevrolet Utility Truck VIN#1GBGC34R6WE206231.

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>

NOTICE REQUIREMENT IN SECTION 64 OF THE NEW YORK STATE ABC LAW WITH RESPECT TO A LIQUOR LICENSE WAIVED - DAALRURI, LLC DBA CURRY HOUSE

WHEREAS, the representatives and/or proprietors of Daalruri, LLC dba Curry House, 4 Church Street, Carmel, NY 10512, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the ABC Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty day notice requirement contained in Article 5 of the Alcoholic and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci and Councilwoman McDonough

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(Cont.)

<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>

**THE OTHMER HOUSE - PAYMENT FOR DEMOLITION DEBRIS REMOVAL
AUTHORIZED - AAA CARTING - \$10,261.30**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes payment of the sum \$10,261.30 to AAA Carting, Cortlandt Manor, NY for services rendered in connection with removal of debris from demolition of the Othmer House from October 25th through the 27th, 2016; and

BE IT FURTHER RESOLVED that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget modifications necessary to effect this authorization on the terms set forth herein.

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>

**ADVERTISEMENT FOR BIDS AUTHORIZED - BASEBALL FIELD BACKSTOP
REPAIRS AT MCDONOUGH PARK**

RESOLVED that, pursuant to the request of Director of Recreation and Parks James R. Gilchrist, Town Clerk Ann Spofford is hereby authorized to advertise for bids regarding the proposed baseball field backstop repairs at McDonough Park, all in accordance with the memorandum and plans submitted to the Town of Carmel Town Board dated December 6, 2016; and

BE IT FURTHER RESOLVED that the detailed specifications are to be furnished by the Department of Recreation and/or the Department of the Town Engineer for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilmen Lupinacci and 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>

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GENERAL IMPROVEMENTS AND BASEBALL FIELD REPAIRS AUTHORIZED AT MCDONOUGH PARK - VINCO BUILDERS, LLC

RESOLVED that, pursuant to the recommendation of Director of Recreation and Parks James R. Gilchrist, the Town Board of the Town of Carmel hereby authorizes the improvements to McDonough Park Baseball fields as set forth in the memorandum dated December 6, 2016 and attachments thereto; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates from Vinco Builders, LLC in form acceptable to Town Counsel, said improvements shall be deemed authorized and Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation reasonably necessary to effectuate this authorization.

Resolution

Offered by: Councilman Schneider
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>

PROPOSAL ACCEPTED FOR BASEBALL INFIELD REPAIRS AT MCDONOUGH PARK - ATHLETIC FIELD SERVICES, LLC - NOT TO EXCEED \$15,620.00

RESOLVED that, pursuant to the recommendation of Director of Recreation and Parks James R. Gilchrist, the Town Board of the Town of Carmel hereby accepts the proposal of Athletic Field Services, LLC, Bridgeport, CT to perform improvements at McDonough Park in accordance with the proposal dated October 28, 2016 and at a cost not to exceed \$15,620.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate this authorization; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci and 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>

BUDGET MODIFICATIONS - #2016-06 - AUTHORIZED

WHEREAS Town Comptroller Mary Ann Maxwell has reviewed the 2016 year-to-date Budget Modifications/Revisions for the period ending November 30, 2016 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule identified as #2016-06;

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(Cont.)

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2016 year-to-date Budget Modifications/Revisions for the period ending November 30, 2016 on the attached Schedule identified as #2016-06 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilwoman McDonough and Councilman Schneider

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

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.1110.0012	JUSTICE COURT OVERTIME	1,000.00	
	100.1420.0042	JUSTICE COURT PROSECUTION	14,000.00	
	100.1989.2610	COURT FINES AND BAIL	-	15,000.00
		- PROVIDE FOR JUSTICE COURT PROSECUTION COSTS		
2	100.1355.0046	ASSESSOR CONTRACT SERVICE	80,000.00	
	100.1989.9878	FUND BALANCE FOR CAPITAL PROJECTS	-	80,000.00
		- PROVIDE FOR COST RELATED REASSESSMENT PROJECT FROM RESERVE FUND BALANCE		
3	100.3120.0028	POLICE EQUIPMENT - DONATIONS	11,131.95	
	100.1989.2705	GIFTS AND DONATIONS	-	11,131.95
		- PROVIDE FOR PURCHASE OF POLICE EQUIPMENT FROM DONATION		
4	100.3120.0029	POLICE SPECIAL EQUIPMENT GRANTS - SEIZED ASSETS	1,235.00	
	100.1989.1522	POLICE SPECIAL REVENUE - SEIZED ASSETS	-	1,235.00
		- PROVIDE FOR ANNUAL LICENSE FOR EVIDENCE/PROPERTY MANAGEMENT SOFTWARE FROM SEIZED ASSETS		
5	100.1110.0040	JUSTICE COURT OFFICE EXPENSE	1,000.00	
	100.1110.0044	JUSTICE COURT RECORDER SERVICES		1,000.00
		- TRANSFER FOR JUSTICE COURT OFFICE EXPENSE		
6	100.1610.0013	CENTRAL SERVICE - TEMPORARY STAFF	1,000.00	
	100.1610.0086	RETIREEES HEALTH INSURANCE		1,000.00
		- TRANSFER FOR TEMPORARY STAFF EXPENSE		
7	100.1620.0021	BUILDING MOTOR VEHICLES	2,500.00	
	100.1620.0042	BUILDING UTILITIES EXPENSE		2,500.00
		- TRANSFER FOR REPAIRS TO TOWN HALL VEHICLES		
8	100.1970.0040	OFFICE SUPPLIES - STOCK	1,000.00	
	100.1950.0040	TAXES & ASSESSMENTS		1,000.00
		- TRANSFER FOR OFFICE SUPPLIES - STOCK		
9	100.3120.0012	POLICE STAFF OVERTIME	45,000.00	
	100.3120.0013	POLICE TEMPORARY STAFF - JAIL		15,000.00
	100.3120.0016	POLICE STAFF HOLIDAY COMPENSATION		30,000.00
		- TRANSFER FOR POLICE STAFF OVERTIME		
10	100.5132.0040	HIGHWAY GARAGE CONTRACTUAL EXPENSE	10,000.00	
	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFIT		3,000.00
	100.5010.0086	RETIREEES HEALTH INSURANCE		2,000.00
	100.5132.0041	HIGHWAY GARAGE HEATING		4,000.00
	100.5132.0042	HIGHWAY GARAGE UTILITIES EXPENSE		1,000.00
		- TRANSFER FOR HIGHWAY GARAGE CONTRACTUAL EXPENSE		
11	100.7112.0042	MCDONOUGH FIELDS UTILITIES	2,500.00	
	100.7112.0045	MCDONOUGH FIELDS PARK IMPROVEMENT	19,400.00	
	100.7113.0040	CHAMBER PARK CONTRACTUAL EXPENSE	400.00	
	100.7118.0042	BALDWIN MEADOW UTILITIES	400.00	
	100.7110.0045	PARK MAINTENANCE CONTRACT		5,400.00
	100.7113.0020	CHAMBER PARK IMPROVEMENTS		6,500.00
	100.7114.0040	RED MILLS PARK CONTRACTUAL EXPENSE		400.00
	100.7118.0040	BALDWIN MEADOWS CONTRACTUAL EXPENSE		7,500.00
	100.7140.0013	PLAYGROUND AND RECREATION TEMPORARY STAFF		2,500.00
	100.7270.0040	CONCERT SERIES		400.00
		- TRANSFER FOR MCDONOUGH FIELDS IMPROVEMENTS AND MISC PARK EXPENSES		
12	100.7550.0040	CELEBRATION CONTRACTUAL	5,000.00	
	100.1950.0040	TAXES & ASSESSMENTS		5,000.00
		- TRANSFER FOR POLICE OVERTIME DUE TO SPECIAL EVENTS		
13	100.8510.0040	BEAUTIFICATION EXPENSE	1,500.00	
	100.1010.0041	TOWN BOARD EXPENSE S.M.		1,000.00
	100.1010.0042	TOWN BOARD EXPENSE J.L.		500.00
		- TRANSFER FOR HOLIDAY DECORATIONS AT TOWN HALL		

TOWN OF CARMEL
BUDGET REVISIONS NOVEMBER 2016 - #2016/06

Budget Revisions November 2016 cover sheet.xls

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective January 1, 2017, the Town of Carmel User Fee Schedule for Fiscal Year 2017 in form as attached hereto and made a part hereof.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

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

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION	2017 ADOPTED USER FEES	
TOWN CLERK'S OFFICE		
Certification:		
Registrar's Certification (Birth/Death)	10.00	
Town Clerks Certification (Marriage/Other)	10.00	
Genealogy Fee Schedule:		
	1 - 3 years - \$22.00	
	4 - 10 years - \$42.00	
	11 - 20 years - \$62.00	
	21 - 30 years - \$82.00	
	31 - 40 years - \$102.00	
	41 - 50 years - \$122.00	
	51 - 60 years - \$142.00	
	61 - 70 years - \$162.00	
Copies:		
Copies of Town Ordinance or Other Documents - Per Page	0.25	
Facsimile/Fax - Per Page	2.00	
Map (Zoning, Election, Other) - Black & White/Color	10.00/15.00	
Licenses:		
Auctioneering License - Annual	300.00	
Auctioneering License - One Day	150.00	
Annual Dog License Fee - spayed/nuetered	7.50	
Annual Dog License Fee - unspayed/un-nuetered	15.50	
Garbage Carting License - Renewal *	2,000.00	* Plus \$150 per truck inspection annually
Garbage Carting License - NEW *	2,500.00	* Plus \$150 per truck inspection annually
Marriage License	40.00	
Peddling License - 3 Months	500.00	
Miscellaneous:		
Cemetery Grave Marker - Each	100.00	
Dog Pick-Up	-	
Dog Shelter Fee - First Impoundment	25.00	+ 20.00 Each Additional 24 Hours
Second Impoundment - within one year	50.00	+ 20.00 Each Additional 24 Hours
Third Impoundment - within one year	60.00	+ 20.00 Each Additional 24 Hours
Subsequent Impoundment - within one year	70.00	+ 20.00 Each Additional 24 Hours
Petition to Amend Zoning Ordinance	1500.00	
Permits:		
Canvassing/Soliciting Permit - 3 Months	350.00	
Public Assembly Permit - Each Event	200.00	
Sound Amplification Permit Commercial	100.00	
Sound Amplification Permit Residential	50.00	
Town Code:		
Annual Town Code Book Supplement	75.00	
Code Book	300.00	
Freshwater Wetlands Chapter Pamphlet	35.00	
Street Specifications	10.00	
Subdivision of Land Ordinance Pamphlet	35.00	
Vehicle and Traffic Chapter Pamphlet	25.00	
Zoning Chapter Pamphlet	35.00	

User Fee Schedule 2017

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TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION	2017 ADOPTED USER FEES	
POLICE DEPARTMENT		
Accident Report - Business	0.25	per page
Accident Report - Personal	0.25	per page
Finger Printing Service - Non Residents - Per Person	35.00	
Photograph	20.00	per photo
Police Special Escort Service - Per Hour	-	
Special Event or Special Services - Per Hour	-	
CD of Photographs from Casefile	50.00	
Tow License Fee	1,500.00	Annual License Fee
Vehicle Impound Fee	100.00	per vehicle
ALARM ORDINANCE		
Alarm Permit - 1 Year - Residential & Commercial	40.00	
One False Alarm	-	
Two False Alarms	-	
Three False Alarms	25.00	
Four False Alarms	50.00	
Five False Alarms	100.00	
Six-Nine False Alarms	200.00	
Ten or more False Alarms	225.00	

* All alarm fees: 10% of outstanding balance after 90 days past due.

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(Cont.)

HIGHWAY DEPARTMENT			
Driveway Bond - "Refundable"		750.00	
Driveway Permit - Includes two Inspections		215.00	
Road Opening Bond - "Refundable" - Entire Road		1,000.00	
Road Opening Bond - "Refundable" - Half Road		500.00	
Road Opening Permit		215.00	

User Fee Schedule 2017

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TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION		2017 ADOPTED USER FEES	
PARKS & RECREATION DEPARTMENT			
Camp:			
Playground Camp		460.00	Non-Resident \$920.00
* Early Bird Registration Fee - Playground Camp		410.00	Non-Resident \$820.00
Primary Camp [9:30 AM to 2:30 PM]		510.00	Non-Resident 1,020.00
* Early Bird Registration Fee - Primary Camp		460.00	Non-Resident \$920.00
Primary Camp Extended Day [2:30 PM to 4:30 PM]		190.00	
Classes/Lessons:			
Additional Swimming Lessons		\$70	Residents only
Adult Classes	\$65.00 - \$320.00		* plus \$35.00 non residents
CPR Review	\$70		Non-Resident \$105.00
Lifeguard Training Aid/Safety	\$375.00		Non-Resident \$410.00
Lifeguard Training Review	\$190.00		Non-Resident \$225.00
Pre School Classes	FREE - \$175.00		* plus \$35.00 non residents
RTE - Responding to Emergencies	220.00		Non-Resident \$255.00
Special Tennis, Aerobics, or Other Lessons	Cost		* plus \$35.00 non residents
Swimming Lessons Including Permit	140.00		Residents only
Tennis Lessons - 6 One Hour Sessions	70.00		Non-Resident \$105.00
Tennis Lessons - 8 One Hour Sessions	90.00		Non-Resident \$125.00
Facilities Rental:			
Ballfield Rental - 2 Hour Limit		\$150.00/\$250.00 w/lights	
Boat Rental Fee		5.00	
Civic Building Rental/Pavilion		200.00	+Supervisor Hourly Rate
Group Picnic		150.00	Residents Only
Private Building Rental		300.00	+Supervisor Hourly Rate
Sycamore Park Concession [Seasonal]		3,500.00	
ID/Permits:			
Beach Guest Card		50.00	
Adult Swimming Permit		100.00	
Daily Adult Beach Fee		8.00	
Daily Adult Guest Beach Fee		10.00	
Daily Youth Beach Fee		7.00	
Daily Youth Guest Beach Fee		9.00	
Family Swimming Permit		200.00	
Family Tennis Permit		80.00	
On-line Registration Fee		6.00	
Senior Citizen Identification Card		No charge	
Nanny Identification Card		12.00	
Nanny Swim Permit		100.00	
Individual Tennis Permit		50.00	
Tennis Guest Fee		6.00	
Youth Swimming Permit		80.00	
Dog Park:			
Sycamore Dog Park User Fee - Resident		25.00	Annual
Sycamore Dog Park User Fee - Non-Resident		75.00	Annual

User Fee Schedule 2017

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TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION		2017 ADOPTED USER FEES	
BUILDING & CODES DEPARTMENT			
Accessory Apartment Permit		400.00	
Bed & Breakfast Special Application		400.00	
Building Permits -- Flat Rate PLUS Estimated Cost of Construction		50.00	Flat Rate PLUS
Estimated Cost of Construction -- Calculated as:		12.00	per \$1,000 Calculated Estimated Cost
Residential -- New construction		100.00	per sq. ft.
Residential -- Finish existing space to living space		20.00	per sq. ft.
Commercial		150.00	per sq. ft.
Commercial - Garage		75.00 - 80.00	per sq. ft.
Decks		35.00	per sq. ft.
Garage		75.00	per sq. ft.
Shed		25.00	per sq. ft.
Certificates of Compliance		80.00/150.00	Residential/Commercial
Certificates of Occupancy		80.00/150.00	Residential/Commercial
Excavation or Fill Permit for the first 2,000 cubic yards		200.00	Plus \$100 for each additional 1,000 CY
Inspection Fee for Clearance of Title Search Violation		50.00	Each Inspection
Mother/Daughter Permit		200.00	
Plumbing Permit Per Fixture		15.00 each	\$75.00 minimum fee
Plumbing/ Air Conditioning Inspection			
Re-Inspection Fee When Inspection Requested but Job Not Ready		50.00	Paid in Advance of 2nd Inspection
Sign Permit		150.00	
Swimming Pool Permit - Above Ground		150.00	
Swimming Pool Permit - In Ground		300.00	
HVAC Fee		50.00	Flat Rate plus
		10.00	per \$1,000 Estimated Cost of Installation
Title Search		100.00/200.00	Residential/ Commercial + \$100 per establishment

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

Zoning Letter	75.00	
Outdoor Dinning Annual Fee	100.00	Annual Fee
Outdoor Dinning (fee per 10 or more seats)	+ 50.00/up to 10 seats	An add'l \$50.00 for 11 or more seats
Fire Inspection: Multifamily / Commercial	150.00 / 100.00	Commercial \$100 per establishment
Blasting Permit	100.00	per month
Operational Permits *	100.00	
* (NYSDOS requires towns to issue permits for storage of certain materials and certain uses)		
Natural Gas Inspections		
Residential	50.00	(5 Fixtures) \$10 each additional
Commercial	100.00	(5 Fixtures) \$20 each additional
Liquid Propane Gas Inspections		
Residential	50.00	(5 Fixtures) - \$10 each additional
Commercial	100.00	(5 Fixtures) - \$20 each additional

User Fee Schedule 2017

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TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION	2017 ADOPTED USER FEES	
ENVIRONMENTAL CONSERVATION REVIEW BOARD		
ECB Wetlands Sign	10.00	
Permit Renewal/Extension Fee	50.00	For each one year permit renewal/extension
Application Withdrawal	50.00	
Letter of Maintenance	50.00	
Letter of Permission (In lieu of application)	100.00	
Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof	60.00	Total Wetland Include. 100' Control Area
Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof	50.00	Total Wetland Include. 100' Control Area
Private Consultation/Conference with Wetland Inspector Per Hour	-	
Public Hearing	minimum \$150.00 or cost	
SEQR - DEIS		1% of Bond
Site Plan Inspection - Single Lot - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Subdivision Plan Inspection - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Tree Cutting - Up to 25 Acres	300.00	+ 25.00 acre and ind. monitoring of escrow fees
Tree Cutting - Over 25 Acres	300.00	+ 75.00 acre and ind. monitoring of escrow fees
Minor Wetland Permit Application - for projects disturbing up to 1,000 sq ft in the 100 ft buffer area.	225.00	
* Escrow Fee for Minor Project	-	
Major Wetland Permit Application - for projects disturbing 1,000 sq ft or greater in the 100 ft buffer area or any disturbance in the buffer.	500.00	*plus \$100 for each add'l 1,000 sq ft disturbance (or part thereof) in the 100 ft buffer. Maximum fee \$1,000
* Escrow Fee for Major Project	1,000.00	*as determined by the Town's Wetland Inspector
Wetland Determination for Health Dept	150.00	
ZONING BOARD OF APPEALS		
280A Exemption	400.00	
Accessory Apartment Application	250.00	
Application Withdrawal	100.00	
Area Variance Application	200.00	
Bed and Breakfast Special Permit Application	400.00	
Interpretation of Ordinance	400.00	
Use Variance Application	400.00	
Computer address labels for variance mailing	25.00	
NOTIFICATION SIGN	25.00	
PLANNING BOARD		
PLANNING SUBDIVISION FEES:		
Sketch fee	500.00	One time fee
Preliminary Fees		
Major Subdivision	3,000.00	Plus \$750 per lot
Minor Subdivision	2,500.00	Plus \$750 per lot
"Extension of Preliminary Sub-division"	500.00	
Final Fees:		
Amendment to Final Plat	1,500.00	
Major Subdivision	1,500.00	Plus \$300 per lot
Minor Subdivision	1,500.00	Plus \$500 per lot
Re-approval of Final Approval	1,500.00	(Does not include SEQR fees)
Extension of final approval	1,000.00	
OPEN DEVELOPMENT REVIEW FEE	2,500.00	
LOT LINE ADJUSTMENT FEE	2,500.00	

User Fee Schedule 2017

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TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION	2017 ADOPTED USER FEES	
SITE PLAN FEES:		
Commercial Site Plan -- Flat Rate PLUS Parking Spaces	2,000.00	Plus \$100 per Parking Spaces
Residential Site Plan -- Flat Rate PLUS Unit Fee	3,000.00	PLUS \$500 per Dwelling Unit
Amendment to Previous Approved Site Plan -- with no new parking spaces	3,000.00	
Amendment to Previous Approved Site Plan -- with new parking spaces	3,000.00	Plus \$100 per Parking Spaces
Re-grant of Site Plan Approval	1,500.00	
Extension of Site Plan Approval	1,000.00	
SPECIAL SITE PLAN FEES		
Boat House/Bathhouse	800.00	
Parking Lot	800.00	
Pools/Tennis Courts/ Playgrounds	800.00	
Residential Barns	800.00	
Residential Dock	800.00	
Residential Horse Riding Ring	800.00	
Home Office	800.00	
LANDFILL, SURFACE GRADING & OTHER EXCAVATION		
Up to 5 Acres	300.00	
Over 5 Acres	300.00	Plus \$40.00/Acre

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

ARCHITECTURAL REVIEW		
New Commercial Structure Review	250.00	
Modification to Existing Commercial Structure Review	150.00	
Other Structure or Sign Review	50.00	
Single Family Residential Structure Review	100.00	
Two or More Family Residential Structure Review	100.00	Plus 50.00 each Additional Unit over two
PLANNING/MISCELLANEOUS FEES:		
Engineering Fee (Site Plans & Subdivisions) - Technical Review and Construction Inspections	5%	% of Bond Amount
Public Hearings Including Bond Returns and Reductions	175.00	Per Hearing
Planning Board SEQR Escrow Fees - DEIS	2.00%	Not to exceed 2% of Project Value
Planning Board SEQR Escrow Fees - FEIS	2.00%	Not to exceed 2% of Project Value
Recreation Fee in Lieu of Parklands	7,500.00	Per Residential Lot
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	3,500.00	Per Dwelling/Apartment for site plan with approvals originating prior to 12/31/15
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	4,500.00	Per Dwelling/Apartment for site plan with approvals originating after 1/1/16
Recreation Fee Multi Family Developments	5,000.00	Per Dwelling
Computer address labels	25.00	
NOTIFICATION SIGN	35.00	

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2017

FEE DESCRIPTION	2017 ADOPTED USER FEES	
DEPARTMENT MISCELLANEOUS TOWN SERVICES:		
Computer Labels	0.05	Each Label - 5.00 Minimum
Computer Report of Tax Parcels	0.25	Per Page - 5.00 Minimum
Copies of Plans/Maps - 24" x 36"	10.00	
Copies of Records/Documents	0.25	Per Page
Mail Reminder Notices	2.00	
Returned Deposited Bad Check - Each Item	20.00	
Tax or Record Search and Copy	5.00	
Tax or Record Search and Copy with Letter	10.00	
Banner Permit Fee (non-waivable)	400.00	* Fee for each banner issued under permit - Revised 4/2015
SPECIAL DISTRICTS		
PARK DISTRICTS:		
Building Rental - District Resident	150.00	
Building Rental - Non-District Resident	N/A	
Building Rental Deposit - "Refundable"	150.00	
Building Rental Cleaning Fee	100.00	
SEWER DISTRICTS:		
Sewer System Service Application, including one inspection	250.00	Residential
(where Street Lateral to Curb Line exists)	500.00	Commercial
Sewer System Connection Additional Inspection - Each Inspection	50.00	
Sewer Sludge Dumping Fee, each 1000 gallons	200.00	
Out of District Application Fee - Residential/Commercial	1,000.00	
WATER DISTRICTS:		
Water System Service Application, including one inspection	250.00	Residential
(where water line curb box exists)	500.00	Commercial
Water System Connection Additional Inspection - Each Inspection	50.00	
New Water Meter & Installation - 3/4" Meter	325.00	
New Water Meter Purchase	275.00	
All Others	Quote	
Water Meter Replace Due To Customer's Damage	325.00	
Water Meter Test, by written request of consumer	200.00	* If test shows the meter failed no cost; if test shows meter functions then fee applies
Water service turned on or off	50.00	
Water sprinkler tap - Annual Fee	200.00	
Final Bill Fee	35.00	
Bulk Water Sales	10 times the normal in district rate	Minimum fee \$300.00
Out of District Application Fee - Residential/Commercial	1,000.00	
Water Bill Adjustment from Estimate to Actual	25.00 after 2nd adjustment	

**CARMEL WATER DISTRICT #12 - DECLARATION OF WATER EMERGENCY
PURSUANT TO SECTION 151-22 OF THE TOWN CODE TERMINATED**

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #12 has previously enacted a water emergency with respect to and within Carmel Water District #12; and

WHEREAS, the Town Board has been advised by Town Engineer Richard J. Franzetti, P.E. that the circumstances necessitating the declaration of water emergency in Carmel Water District #12 have subsequently abated and that the emergency can be rescinded.

NOW THEREFORE BE IT RESOLVED, that pursuant to Town Code §151-22 (A), the Town Board of the Town of Carmel hereby terminates the water emergency previously declared for Carmel Water District #12.

(Cont.)

Resolution
Offered by: Councilman Schneider
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>

PROPOSAL FOR GENERATOR MAINTENANCE FOR VARIOUS WATER AND SEWER DISTRICTS AND TOWN HALL ACCEPTED - GENTECH LTD. - NOT TO EXCEED \$21,160.00

RESOLVED that, the Town Board of the Town of Carmel, acting as Commissioners of the various Water and Sewer Districts within the Town of Carmel, and pursuant to recommendation of Town Engineer Richard J. Franzetti, P.E. hereby accepts the proposal of Gentech Ltd., New Windsor, NY to perform generator maintenance for the various water and sewer districts of the Town of Carmel and the Town Hall facilities at an annual cost not to exceed \$21,160.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation reasonably necessary to effectuate this authorization; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

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>

Supervisor Schmitt added that there are forty-two (42) generators within the water and sewer districts as well as the Town Hall facilities that require maintenance.

CARMEL SEWER DISTRICT #4 - PROPOSAL FOR PURCHASE OF COMMINUTOR ACCEPTED - JWC ENVIRONMENTAL - NOT TO EXCEED \$15,949.00

RESOLVED that, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4, and pursuant to the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby accepts the proposal of JWC Environmental, Santa Ana CA, for the purchase of a comminutor for the Underhill pump station facility at a cost not to exceed \$15,949.00 in accordance with the proposal dated 11/23/2016; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

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>

POLICE DEPARTMENT - PROPOSAL ACCEPTED FOR POLICE VEHICLES - ROBERT GREEN TRUCK DIVISION - NOT TO EXCEED \$28,007 PER VEHICLE

RESOLVED that, The Town Board of the Town of Carmel acting as Commissioners of the Town of Carmel Police Department, hereby authorizes the purchase by Chief of Police Michael Cazzari of 2 (two) 2017 AWD Dodge Charger vehicles from Robert Green Truck Division, Rock Hill, NY at a cost not to exceed \$28,007 per vehicle, Oneida County Statewide Piggy Back Bid No. 1777; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of 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>

POLICE DEPARTMENT - PROPOSAL ACCEPTED FOR PURCHASE OF BALLISTIC VESTS - KPI TACTICAL - NOT TO EXCEED \$17,651.12

RESOLVED that, the Town Board of the Town of Carmel acting as Commissioners of the Town of Carmel Police Department, hereby authorizes the purchase by Chief of Police Michael Cazzari of twenty three (23) Survival Armor Ballistic vests from KPI Tactical, Lancaster, PA, at a cost not to exceed \$17,651.12; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lombardi and 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>

21 DECEMBER 2016
TOWN BOARD MEETING

TOWN ASSESSOR - PROPOSAL ACCEPTED AND ENTRY INTO LICENSING AGREEMENT AUTHORIZED - PICTOMETRY INTERNATIONAL CORP. - NOT TO EXCEED \$4,950.00

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town Assessor Glenn Droese, hereby authorizes the acceptance of the proposal of Pictometry International Corp., Rochester, NY and authorizes entry into a licensing agreement for aerial photography services for a three year term at an overall cost not to exceed \$4,950.00, said contract to be in form as attached hereto and made a part hereof;

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

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>

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
TOWN OF CARMEL, NY ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms
Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
60 McAlpin Avenue	25 Methodist Hill Drive
Mahopac, NY 10541	Rochester, NY 14623
Attn: Glenn Droese, Assessor	Attn: Contract Administration
Phone: (845) 628-1500	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

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(Cont.)

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
TOWN OF CARMEL, NY	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

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DD-0001-20160318

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C191957

BILL TO

Town of Carmel, NY

Glenn Droese, Assessor

60 McAlpin Avenue

Mahopac, NY 10541

(845) 628-1500

gad@ci.carmel.ny.us

SHIP TO

Town of Carmel, NY

Glenn Droese, Assessor

60 McAlpin Avenue

Mahopac, NY 10541

(845) 628-1500

gad@ci.carmel.ny.us

CUSTOMER ID

A139046

SALES REP

jlang

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$4,950.00 (25.0%)	\$4,950.00

Thank you for choosing Pictometry as your service provider.
*Amount per product = ((1-Discount %) * Qty * List Price)

TOTAL

\$4,950.00

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing

\$1,650.00

Due at First Anniversary of Activation

\$1,650.00

Due at Second Anniversary of Activation

\$1,650.00

Total Payments

\$4,950.00

PRODUCT PARAMETERS

CONNECT

Product:

Admin User Name:

Admin User Email:

Requested Activation:

Geofence:

Pictometry Connect - CA - 50

Glenn Droese

gad@ci.carmel.ny.us

At Signing

NY Putnam

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(Cont.)

SECTION B	PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS	LICENSE TERMS
<p>These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from these images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.</p>		
<p>1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP</p> <p>1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.</p> <p>1.2 You may not make the Online Services available to any other party.</p> <p>1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.</p> <p>1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.</p> <p>1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.</p> <p>1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.</p> <p>1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.</p> <p>1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.</p> <p>1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.</p> <p>1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.</p> <p>1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.</p>		
<p>2. ACCESS TO SERVICES</p> <p>2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.</p> <p>2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.</p> <p>2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.</p>		
<p>3. DISCLAIMERS</p> <p>3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.</p> <p>3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.</p> <p>3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.</p> <p>3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.</p> <p>3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.</p> <p>3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.</p> <p>3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.</p> <p>3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.</p> <p>3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.</p>		
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<p>4. LIMITED WARRANTY</p> <p>4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.</p> <p>4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p>		
<p>5. LIMITATION OF LIABILITY</p> <p>5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.</p> <p>5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content or third party alliance entity and their affiliates.</p> <p>5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.</p> <p>5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.</p>		

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<p>5.5 Notwithstanding anything to the contrary in this Section 5:</p> <p>(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.</p> <p>(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.</p> <p>(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.</p> <p>6. MISCELLANEOUS</p> <p>6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively, and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.</p> <p>6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.</p> <p>6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. 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This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.</p> <p>6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,</p>		
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<p>the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.</p> <p>6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.</p> <p>6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.</p> <p>6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.</p> <p>6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.</p> <p>[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]</p>		
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[END OF SOFTWARE LICENSE AGREEMENT]	
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SECTION C	NON-STANDARD TERMS AND CONDITIONS
1. <u>Online Services Eligible Users:</u> Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include any employee of any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to and use of the Online Services and the Licensed Content.	
[END OF NON-STANDARD TERMS AND CONDITIONS]	
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21 DECEMBER 2016
TOWN BOARD MEETING

MAHOPAC FALLS VOLUNTEER FIRE DEPARTMENT - PARTICIPATION IN PUTNAM COUNTY SPECIALIZED TEAMS APPROVED

WHEREAS, the County of Putnam is authorized under the provisions of the New York General Municipal Law §209-bb to maintain and supervise municipal and intermunicipal specialized teams; and

WHEREAS, said specialized teams are comprised of firefighters from local Fire Departments, specifically firefighters within the Town of Carmel, New York;

RESOLVED, that the Town Board of the Town of Carmel hereby approves participation on a Putnam County Specialized Teams (including but not limited to Hazmat Team, Fire Investigation Team, Fire Police Team etc.) by any approved member on the active rolls of the Mahopac Falls Volunteer Fire Department; and

BE IT FURTHER RESOLVED, that there are no resolutions in effect that restrict outside service, response, and training, and that there are currently no limitations, conditions or restrictions on members of the Mahopac Falls Volunteer Fire Department (MFVFD); and

BE IT FURTHER RESOLVED that any approved and active member of the MFVFD responds to calls for County Special Team assistance when dispatched by the Putnam County 911 center that he / she shall be covered by the same benefits as if he / she were responding to an alarm in his / her own Department; and

BE IT FURTHER RESOLVED that this authorization shall remain in effect until rescinded by resolution.

A copy of this resolution shall be forwarded to the Putnam County Commissioner of Emergency Services.

Resolution

Offered by: Councilman Lupinacci
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> </u>	Abstain
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

MAHOPAC VOLUNTEER FIRE DEPARTMENT - PARTICIPATION IN PUTNAM COUNTY SPECIALIZED TEAMS APPROVED - OFFERED AS PRE-FILED

WHEREAS, the County of Putnam is authorized under the provisions of the New York General Municipal Law §209-bb to maintain and supervise municipal and intermunicipal specialized teams; and

WHEREAS, said specialized teams are comprised of firefighters from local Fire Departments, specifically firefighters within the Town of Carmel, New York;

RESOLVED, that the Town Board of the Town of Carmel hereby approves participation on a Putnam County Specialized Teams (including but not limited to Hazmat Team, Fire Investigation Team, Fire Police Team etc.) by any approved member on the active rolls of the Mahopac Volunteer Fire Department; and

BE IT FURTHER RESOLVED, that there are no resolutions in effect that restrict outside service, response, and training, and that there are currently no limitations, conditions or restrictions on members of the Mahopac Volunteer Fire Department (MVFD); and

BE IT FURTHER RESOLVED that any approved and active member of the MVFD responds to calls for County Special Team assistance when dispatched by the Putnam County 911 center that he / she shall be covered by the same benefits as if he / she were responding to an alarm in his / her own Department; and

BE IT FURTHER RESOLVED that this authorization shall remain in effect until rescinded by resolution.

A copy of this resolution shall be forwarded to the Putnam County Commissioner of Emergency Services.

(Cont.)

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> </u>	<u> </u>	Abstain
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

PUBLIC HEARING SCHEDULED FOR 1/11/17 - PROPOSED LOCAL LAW AMENDING THE CODE OF THE TOWN OF CARMEL, CHAPTER 25 HEREOF, ENTITLED "RESIDENCY REQUIREMENTS"

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 11, 2017 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 25 hereof, entitled "Residency Requirements"; and
BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspapers of the Town and on the Town bulletin board regarding this Public Hearing.

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>

PROPOSED LOCAL LAW # _____ OF THE YEAR 2017
A LOCAL LAW LOCAL LAW AMENDING THE CODE OF THE TOWN OF CARMEL,
CHAPTER 25 HEREOF, ENTITLED "RESIDENCY REQUIREMENTS"

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

- SECTION 1. The Office of Town Attorney of the Town of Carmel is hereby established.
- SECTION 2. The provisions of Section 3 of the Public Officers Law of the State of New York requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he will be chosen or within which his official functions are required to be exercised is hereby amended. The Town Attorney of the Town of Carmel must only be a resident of the County of Putnam.
- SECTION 3. The provisions of Section 25 of the Town Law of the State of New York requiring the Town Attorney of the Town of Carmel to be an elector of the Town is hereby amended. The Town Attorney of the Town of Carmel must only be an elector of the County of Putnam.
- SECTION 4. This Local Law shall take effect immediately in accordance with the Town Law of the State of New York.

LAKE CASSE PARK DISTRICT - HIRING OF PART-TIME HELP AUTHORIZED - SEAN RILEY AND JACK RILEY

RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse Park District, hereby authorizes the hiring of Sean Riley and Jack Riley on a part-time basis at a rate of \$12.00 per hour each; and
BE IT FURTHER RESOLVED that the cost of such hiring be duly charged as a Park District expense.

Resolution
Offered by: Councilman Lombardi
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>

Supervisor Schmitt noted that Sean and Jack Riley are lifeguards at Lake Casse and will now be performing maintenance at the clubhouse as well.

INTERIM WETLANDS INSPECTOR APPOINTED - RICHARD FRANZETTI - 8/15/16 THROUGH 12/31/16

RESOLVED that the Town Board of the Town of Carmel hereby appoints Richard Franzetti as Interim Town of Carmel Wetlands Inspector for the period of August 15, 2016 through and including December 31, 2016 at the salary of \$5,192.00.

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>

SETTLEMENT OF LITIGATION AUTHORIZED - 944 ROUTE 6 LLC, PETITIONER VS. THE TOWN OF CARMEL, ITS ASSESSOR AND BOARD OF ASSESSMENT REVIEW, RESPONDENTS - TM #65.9-1-22

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index No. 1155/2016 a lawsuit entitled “944 Route 6 LLC, Petitioner vs. The Town of Carmel, its Assessor and Board of Assessment Review, Respondents” in regard to the assessment of Tax Map No. 65.9-1-22 on the 2016 assessment roll; and
WHEREAS a proposed settlement of the litigation has been negotiated by Glenn Droese, Town Assessor, who has recommended approval of the proposed settlement;
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as detailed in the Consent Judgment attached hereto and made a part hereof; and
BE IT FURTHER RESOLVED that Gregory L. Folchetti, Town Counsel, is hereby authorized to sign said Consent Judgment, on behalf of the Town of Carmel.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

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

At an IAS Term of the Supreme Court
of the State of New York held in
and for the County of Putnam
at Carmel, New York on the
day of December, 2016

PRESENT:

HON. PAUL I. MARX JUSTICE.
-----X

In the Matter of the Application of

Index No.: 1155/2016

944 ROUTE 6 LLC,

Petitioner(s),
CONSENT
JUDGMENT

-against-

Assessment Year: 2016
Property Identification:
65.9-1-22

The TOWN OF CARMEL, its Assessor,
and Board of Assessment Review

Respondents,
-----X

The above petitioners having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Carmel for the assessment year of 2016, upon certain real property located at 944 Route 6, in the Town of Carmel, and designated as Section 65.9 Block 1 Lot 22 on the official Assessment Map of the Town of Carmel. The issues of these proceedings having duly come on trial at an IAS Term of this Court, and the petitioner having appeared by BART LANSKY, ESQ., of LANSKY LAW GROUP, and the respondents having appeared by GREGORY FOLCHETTI, ESQ., attorney for the Town of Carmel, and the parties having made their settlement, it is

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ORDERED, that the assessment on the above referenced property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment	Assessed Valuation		Amount of
<u>Roll Year</u>	<u>Reduced From</u>	<u>Reduced to</u>	<u>Reduction</u>
2016	\$331,800	\$283,200	\$48,600

And so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this order shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

**21 DECEMBER 2016
TOWN BOARD MEETING**

(Cont.)

ORDERED, that there shall be audited, allowed and paid to the petitioner by the **TOWN OF CARMEL** the amount of Town taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the **MAHOPAC CENTRAL SCHOOL DISTRICT**, the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that the County Legislators of the **COUNTY OF PUTNAM**, State of New York, be and are hereby directed and authorized to audit, allow and

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pay to the petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that the Commissioner of Finance of **COUNTY OF PUTNAM** be served with a copy of this judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer and any other Putnam County special district taxes, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within sixty (60) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the **TOWN OF CARMEL**, and/or any of the various authorities, be made by check or draft payable to the order of Bart Lansky, Esq., as attorney for the petitioners, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to his attorney's lien, pursuant to Judiciary Law §475 and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

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21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

ENTER,

SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:

Lansky Law Group
BART G. LANSKY, ESQ.
593 Route 6
Mahopac, NY 10541
Phone: 914-269-8529
Fax: 866-496-5797

Costello & Folchetti, LLP.
GREGORY FOLCHETTI, ESQ.
1875 US 6
P.O. Box 1200
Carmel, NY 10512
Phone: (845) 225-1900
Fax: (845) 228-4228

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**COMMUNITY RECREATION CENTER AT SYCAMORE PARK - NEGATIVE
DETERMINATION MADE UNDER NY STATE ENVIRONMENTAL QUALITY REVIEW
("SEQR")**

WHEREAS the Town Board of the Town of Carmel has reviewed the full environmental assessment form attachments prepared and submitted by Town Engineering Consultant Insite Engineering Surveying & Landscape Architecture, P.C. in regard to the proposed improvements to be performed and constructed in connection with the proposed establishment and construction of a Community Recreation Center at Sycamore Park in the Town of Carmel (the "Project"); and

WHEREAS, as a result of its review, the Town Board has determined the Project is an unlisted action under SEQR; and

WHEREAS, in the accordance with the provisions of 6NYCRR Part 617, the Town Board of the Town of Carmel did previously declare its intent to act as Lead Agency for the SEQRA Review of the Project, and

WHEREAS, the aforesaid Notice of Intention to Act as Lead Agency, was circulated to all involved agencies; and

WHEREAS, all involved agencies were given opportunity to comment on said Declaration, and the Town Board of the Town of Carmel and its Engineering Consultant have reviewed and addressed all comments made by involved agencies in connection with the Project; and

WHEREAS the Town Board has reviewed the Full Environmental Assessment form and assessed the projected impacts and their magnitude on the environment in accordance with the SEQR regulations and given due consideration thereto;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, hereby determines that, based on the information contained in the Full EAF and their analysis thereof, the proposed Project will not result in any significant adverse environmental impacts under the SEQR regulations and hereby adopts a Negative Declaration in regard to the proposed action; and

BE IT FURTHER RESOLVED, that the Town Clerk Ann Spofford is hereby directed to circulate this determination, along with the Environmental Assessment Form and associated documentation, to all Involved Agencies.

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

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>

SEQR

617.21

Appendix F

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number

Date December 21, 2016

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of Carmel, Town Board as lead agency, has determined that the proposed action described below will not have a significant effect on the environmental and a Draft Environmental Impact Statement will not be prepared.

Name of Action:
Community Recreation Center at Sycamore Park.
SEQR Status:

Type I Unlisted X

Conditioned Negative Declaration: Yes No X

Description of Action:

The proposed action involves the relocation and realignment of the entranceway to Sycamore Park from Long Pond Road access; construction of a new maintenance drive connection on the west side of the facility; construction of a new 18,000 square foot community recreation center building and supporting water supply system, wastewater disposal system and stormwater management system; construction of expanded parking areas; and demolition and removal of existing maintenance buildings.
SEQR Negative Declaration
Page 2

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.) 790 Long Pond Road, Carmel, NY 10512

REASONS SUPPORTING THIS DETERMINATION:
The purpose of the action is to protect and enhance the public health and welfare of the residents of the Town of Carmel by providing for a community recreation center to be utilized by the residents of the Town of Carmel. Upon review of the Full EAF and the input and conclusions of the consulting engineer, involved agencies and Town of Carmel staff, it can be concluded that the proposed action will not result in any significant adverse environmental impacts.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person: Kenneth Schmitt, Supervisor

21 DECEMBER 2016
TOWN BOARD MEETING

PUBLIC HEARING SCHEDULED FOR 1/11/17 - PROPOSED LOCAL LAW AMENDING THE CODE OF THE TOWN OF CARMEL, CHAPTER 37 HEREOF, ENTITLED "ALARM DEVICES AND SYSTEMS"

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 11, 2017 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 37 hereof, entitled "Alarm Devices and Systems"; and

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

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>

PROPOSED LOCAL LAW # ____ OF THE YEAR 2017
A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,
CHAPTER 37 THEREOF, ENTITLED "ALARM DEVICES AND SYSTEMS"

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

SECTION 1

This Local Law shall be known as 2017 Amendments to Chapter 37 entitled "ALARM DEVICES AND SYSTEMS".

SECTION 2 Section 37-1 "Definitions" of Chapter 37, specifically the definition(s) set forth as currently existing in Section 37-1 is hereby amended to read as follows:

POLICE AND/OR FIRE ALARM DEVICE

Any device, which when activated by fire or any other emergency transmits a signal, alert, prerecorded message or other indication directly to any law enforcement facility and/or any centrally stationed monitoring facility for the purposes of eliciting response by law enforcement, fire department or any other emergency response personnel.

SECTION 3 - HOME RULE.

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

SECTION 4 - SEVERABILITY

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

(Cont.)

SECTION 5 - Effective Date

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

MODIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN CSEA, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF CARMEL UNIT, PUTNAM COUNTY, LOCAL 840 AND THE TOWN OF CARMEL - STIPULATION ACCEPTED TO INCLUDE THE POSITION OF ACCOUNT CLERK/RECREATION AS A GROUP 2 POSITION

RESOLVED, that the Town Board of the Town of Carmel hereby ratifies and accepts the Stipulation attached hereto between the Town of Carmel, CSEA Local 1000, AFSCME, AFL-CIO, Town of Carmel Unit, Putnam County, Local 840 (“the CSEA”), and Carmelina Spano to modify the Collective Bargaining Agreement between the CSEA and the Town of Carmel to include the position of Account Clerk/Recreation as a Group 2 position within the collective bargaining unit represented by the CSEA, effective January 1, 2017. The Stipulation dated December 2016 was previously executed on behalf of the CSEA and Ms. Spano. The Town Board hereby authorizes the Town Supervisor to execute the attached Stipulation.

Resolution

Offered by: Councilman Lupinacci
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>

STIPULATION

WHEREAS, Civil Service Employees Association, Inc., Local 840, AFSCME, AFL-CIO (“Union”) and Town of Carmel (“Town”) are parties to a Collective Bargaining Agreement with a duration of January 1, 2013 to December 31, 2017 (“CBA”),

WHEREAS, Carmelina Spano is currently employed by the Town as a Typist in the Recreation Department, a “Group 1” wage schedule position under the CBA; and

WHEREAS, Putnam County recently reclassified Ms. Spano’s position to Account Clerk/Recreation, effective January 1, 2017.

NOW, THEREFORE, the Union, the Town, and Ms. Spano agree to the following:


1. The Town and Union agree, effective January 1, 2017, to modify the CBA to include “Account Clerk/Recreation” to the list of title included in the bargaining unit in Article I, Recreation, and to identify Account Clerk/Recreation as a Group 2 position on the “Job Titles and Group” page at page 17 of the CBA.
2. Because she qualifies for the Account Clerk/Recreation position under applicable civil service law and rules, the Town will appoint Ms. Spano to the position of Account Clerk/Recreation on January 1, 2017.
3. The Union and Ms. Spano agree not to contest via the contractual grievance and arbitration procedure, or in any judicial, administrative or other forum, that Ms. Spano should have been placed in the Account Clerk/Recreation position prior to January 1, 2017.
4. The Union and the Town agree that this Stipulation is non-precedential.
5. The Union and the Town agree that neither the entering of, or terms of, this Stipulation shall be construed or considered to be an admission by the Town of violation of the CBA, or any federal, state, or local law, rule or ordinance.

21 DECEMBER 2016
TOWN BOARD MEETING

(Cont.)

6. This Stipulation shall be subject to the approval of the Town Board.

Agreed to:

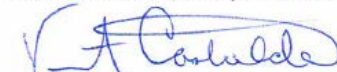

Carmelina Spano
Date 12/20/16

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ON BEHALF OF TOWN OF CARMEL TOWN BOARD

Kenneth Schmitt
Town Supervisor
Date

ON BEHALF OF CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 840, AFSCME, AFL-CIO


Vincent Castaldo
Labor Relations Specialist
CSEA, Inc.
Date 12/20/16


Joseph Harmon
Unit President
CSEA, Inc., Local 840, AFSCME, AFL-CIO
Date 12/20/16

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PUBLIC COMMENTS - AGENDA ITEMS

Michael Barile offered for full disclosure that he is speaking now both as a taxpayer and as a candidate for Carmel Town Council. He then asked about the salary of the Wetlands Inspector.

Councilman Lupinacci replied that \$15,000.00 was budgeted for 2016 for the position.

Mr. Barile questioned if the Town Engineer serving as the Wetlands Inspector as well would pose a conflict.

Councilwoman McDonough stated that the Town Board had discussed the matter with the Town Engineer in length. She further stated that the appointment was being made on a trial basis and pointed out that the Town Board saw this as a way to save money.

Mr. Barile asked if it was for a trial basis or if the appointment was to serve only until Town Board found another Wetlands Inspector.

Supervisor Schmitt indicated that it was an interim appointment and that a Wetlands Inspector is being pursued.

Mr. Barile commented that this appointment gives the Town Engineer too much power. He then went on to inquire about the status of the PBA union contract negotiations.

Councilman Lupinacci reported that he is optimistic about the continuing negotiations and anticipated an agreement to be very close.

21 DECEMBER 2016
TOWN BOARD MEETING

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

No member of the Town Board wished to comment at this time.

PUBLIC COMMENTS - OPEN FORUM

Mr. Barile addressed the Town-wide revaluation project currently underway and inquired when the preliminary numbers will be available in connection therewith.

Councilman Schneider replied that they are anticipated at the end of January.

Mr. Barile asked what the next step would be.

Councilman Schneider indicated that the numbers will be presented publicly at a future Work Session.

Mr. Barile asked when the taxpayers will be receiving their notices.

Councilman Schneider explained that the notices will be mailed during the first week of March. Then there will be a period in which taxpayers may challenge the assessment given. In May, an updated card will be mailed to those who challenged their assessment.

Mr. Barile predicted that there would be very many challenges. Discussion continued regarding the matter, at which time Mr. Barile expressed his extreme dissatisfaction with the process.

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

Supervisor Schmitt announced that the recycling collection day for certain residents serviced by AAA Carting will be changed. The amended schedule is available on the Town of Carmel's website and notices will be posted on the individual recycling receptacles of the impacted residents by AAA Carting.

Supervisor Schmitt announced the schedule for Christmas tree pick-ups by AAA Carting and R&S Waste.

Supervisor Schmitt announced that the Carmel Town Hall will be closed on December 26, 2016 for the Christmas holiday as well as January 2, 2017 for New Year's Day.

Supervisor Schmitt announced that the next meeting of the Town Board will be their Organizational Meeting to be held on January 4, 2017.

Councilman Schneider thanked all those who generously supported the annual Toys for Tots program.

The members of the Town Board wished a Merry Christmas, Happy Hanukkah and joyous New Year to all.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Schneider, with all Town Board members present and in agreement, the meeting was adjourned at 8:18 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk