

20 MARCH 2013

**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 20th day of March 2013 at 7:13 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, and Supervisor Schmitt. Councilman Lombardi was absent.

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

OFFICE OF THE TOWN ASSESSOR - PERMANENT APPOINTMENT MADE TO THE POSITION OF REAL PROPERTY APPRAISER - BRIAN SCOTT MCMILLAN

RESOLVED that the Town Board of the Town of Carmel hereby appoints Brian Scott McMillan to the position of Real Property Appraiser on a permanent basis, effective immediately subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

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> </u>	<u> </u> Absent
Kenneth Schmitt	<u>X</u>	<u> </u>

ENTRY INTO SIDE LETTER OF AGREEMENT WITH IBT LOCAL 456 AUTHORIZED - 2013 RETIREMENT INCENTIVE

RESOLVED, that the Town Board of the Town of Carmel authorizes entry into a side letter of agreement with I.B.T. Local 456, regarding the 2013 Retirement Incentive for Unit Members, such agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED THAT Kenneth Schmitt, Town Supervisor is hereby authorized to execute the aforesaid side letter of agreement and any and all other necessary documentation required in connection therewith.

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> </u>	<u> </u> Absent
Kenneth Schmitt	<u>X</u>	<u> </u>

March 20, 2013 10:59am AMM 20130320 11:13

SIDE LETTER OF AGREEMENT

#2
☒ Work Session 3/13/13
☒ Agenda 3/20/13

It is hereby agreed by and between the Town of Carmel (the "Town") and Local 456, I.B.T. (the "Union") as follows:
1. A retirement incentive of \$20,000 shall be extended to all unit members, who meet all of the following conditions:

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(Cont.)

- a. The submission of an irrevocable letter of resignation for purposes of retirement by the unit member with an effective retirement date no later than March 15, 2013, to be received by the Town Supervisor on or before the close of business on November 15, 2012;
 - b. Such unit member has fifteen (15) years of service with the Town and is eligible to retire under the New York State Employees' Retirement System; and
 - c. Such unit member shall retire in accordance with the New York State Employees' Retirement System as of the unit member's effective retirement date.
2. Should an employee be eligible for the above retirement incentive, such payment shall be made payable within thirty days of the employee's effective retirement date.
 3. This incentive shall replace any and all prior retirement incentives offered by the Town that may still be in effect.
 4. The retirement incentive shall not apply to unit members who have already submitted letters of resignation for purposes of retirement prior to November 10, 2012.
 5. This Agreement sunsets effective March 31, 2013, and shall be considered non-precedent setting and cannot be referred to by either party as evidence of a past practice.
 6. This Agreement shall become effective upon the approval of the Carmel Town Board.

ACCEPTED AND AGREED

Robert Robinson
Local 456, I.B.T.

Town of Carmel

3-7-13
Date

Date

ENTRY INTO AGREEMENT FOR OUTREACH WORKER WITH THE COUNTY OF PUTNAM - OFFICE OF THE AGING - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into an Agreement between the County of Putnam and its Office of the Aging for the purpose of providing assistance to the Town of Carmel residents over the age of 60 who have health problems, financial problems or who may be in need of governmental assistance. Said agreement to be in general form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreement on behalf of the Town of Carmel.

Resolution

Offered by: Councilwoman McDonough
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> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Contract #

Agreement
Between
COUNTY OF PUTNAM
and
TOWN OF

☒ Work Session 3/13/13
☒ Agenda 3/20/13

THIS AGREEMENT, made by and between COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Glencida Avenue, Carmel, New York 10512, by and through its Office for the Aging (hereinafter referred to as the "COUNTY") and TOWN OF , a municipal subdivision located at hereinafter referred to as the "TOWN").

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(Cont.)

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The TOWN agrees to pay the sum of

DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

- a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and
- b) The Outreach Worker shall provide such persons with the guidance and assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

- a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for the Aging and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

THIRD: The TOWN agrees that it will at all times faithfully, industriously and to the best of its ability, perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the COUNTY.

FOURTH: The term of this Agreement will commence January 1, 2012 and will terminate on December 31, 2012, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full

payment in the amount of _____ to the COUNTY on or before December 31, 2012. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

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(Cont.)

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for the Aging or his/her duly authorized representative.

Prior to the making of any payments hereunder, the COUNTY may, at its option, audit all files and disbursement records of the TOWN as are reasonably pertinent to this Agreement to substantiate the basis for payment, including but not limited to the TOWN'S records of its financial transactions with the COUNTY. The TOWN'S files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the COUNTY request such files and records, the TOWN shall provide the files and records to the County Auditor or his/her authorized representative, as well as to the County Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days of the COUNTY'S request.

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SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for the Aging or his/her duly authorized representative and will be conducted in the best interest of the COUNTY.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the COUNTY.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for the Aging or his/her duly authorized representative will determine the value of

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(Cont.)

such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

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NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the TOWN will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the TOWN as an employer of labor or otherwise. The TOWN will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the TOWN will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, the TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees

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to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN:

TOWN OF

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(Cont.)

All notices shall be effective on the date of mailing.

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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SIXTEENTH: This Agreement will be deemed executory only to the extent of the monies available to the COUNTY for the performance of its terms and no liability will be incurred by the COUNTY beyond the monies so available.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the TOWN, the required COUNTY signatories and the County Executive.

NINETEENTH: The TOWN is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed by the COUNTY, and before the COUNTY will approve any voucher/invoice submitted for payment:

1. "Request for Taxpayer Identification Number and Certification" form (IRS Form W-9).
2. "Notice of Application to Certify Compliance with Federal Law" and "Affidavit of Compliance," in accordance with the provisions of 8 U.S.C. §1324e and Chapter 134 of the Putnam County Code. Where applicable, in the event that the TOWN subcontracts any part of the work under this Agreement in accordance with paragraph "NINTH" of this Agreement, the TOWN shall provide the COUNTY with a completed "Notice of Application to Certify Compliance with Federal Law" and an

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"Affidavit of Compliance" for each and every subcontractor hired to perform work under this Agreement.

3. Appropriate Certificate of Insurance, in accordance with paragraph "TWELFTH" of this Agreement and the requirements contained in Schedule "A".

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(Cont.)

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

Date
TOWN OF _____

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF TOWN:

On this _____ day of _____, 2012 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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SCHEDULE A

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PUTNAM COUNTY INSURANCE REQUIREMENTS

- I. It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.
 - Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
 - All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted Insurer.
 - All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
 - When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

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(Cont.)

II. The Contractor shall provide and maintain at its own expense the following minimum Insurance coverage:

- A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits.
- B. Commercial General Liability Insurance - Each policy must cover all operations and all locations involved in the contract and include the following:
 - \$1,000,000 for each occurrence
 - \$50,000 for the Fire Damage Legal Liability Limit
 - \$5,000 for the Medical Expense Limit
 - \$1,000,000 for the Personal & Advertising Injury Limit
 - \$2,000,000 for the General Aggregate Limit
 - \$2,000,000 for the Products/Completed Operations Aggregate Limit
- C. Commercial Automobile Liability Insurance - Each policy must cover all operations and locations involved in the contract and including the following:
 - (1) Owned Automobiles
 - (2) Hired Automobiles
 - (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide Combined Single Limits of not less than \$1,000,000 for Bodily Injury and Property Damage.

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- D. Professional Liability Insurance (if applicable) - Each policy must cover errors and omissions. The policy limit shall be no less than \$1,000,000 per claim.
- E. Excess Liability Insurance or an Umbrella Policy (if applicable) - A policy is required if the amount paid under the contract is above \$100,000. The limits required on the policy depend on the total contract amount.
 - \$100,000 - \$250,000 - 1 million
 - \$250,001 - \$500,000 - 5 million
 - \$500,000+ - 10 million
- F. Bid, Performance/Payment, Labor & Material Bonds - A policy is required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing.

III. Specific information MUST appear on each and every Insurance Certificate provided to the County.

- A. The following must appear under the section entitled, "Certificate Holder"

COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER

- B. The following language must appear in the section entitled, "Description of Operations/Locations, etc.":

"Putnam County is included as an additional insured except for Professional Liability and Workers' Compensation."

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STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

- 1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- 2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
- 3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
- 4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

Supervisor Schmitt stated that the \$5,000.00 funding for the program is contained within the 2013 Annual Budget.

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TOWN ENGINEERING DEPARTMENT - PROPOSAL FOR CADD DRAFTING SERVICES ACCEPTED - MID-HUDSON DESIGN AND CONSTRUCTION, INC.

RESOLVED that the Town Board of the Town of Carmel, hereby authorizes the acceptance of the proposal of Mid-Hudson Design and Construction, Inc. dated March 2, 2013 to provide CADD drafting services for the Town Engineering Department at a rate not to exceed \$40 (Forty Dollars) per hour; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary documentation required in connection with acceptance of the aforesaid proposal.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilwoman McDonough
(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> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

BUILDING DEPARTMENT - HIRING OF PART-TIME PROPERTY COMPLIANCE OFFICER AUTHORIZED - DENIS MAROUSEK

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the hiring of Denis Marousek as part-time Property Compliance Officer in the Town of Carmel Building Department, effective March 25, 2013, at an hourly rate of \$25.00 per hour and not to exceed 23 (twenty-three) hours per week.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilwoman McDonough

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

RESOLUTION FROM 2/20/13 AMENDED AUTHORIZING REDUCTION OF BOND - BALDWIN ESTATES SUBDIVISION - TM #75.19-1-1.11

WHEREAS application has been made by Richard Dudyshyn for reduction of a subdivision bond posted in accordance with the Land Subdivision and/or Zoning Regulations for the Baldwin Estates Subdivision, Tax Map #75.19-1-1.11; and

WHEREAS said application had been previously reviewed by the Town Engineer and a reduction of the bond has been previously recommended and approved by the Planning Board; and

WHEREAS that the Town Board of the Town of Carmel had previously authorized the reduction of the amount of the aforementioned bond posted for the Baldwin Estates Subdivision;

NOW therefore be it resolved that the Town Board of the Town of Carmel hereby authorizes the further reduction of the aforementioned bond posted for the Baldwin Estates Subdivision, from its current amount of \$47,166.00 to \$23,583.00.

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> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

BOND RELEASE AUTHORIZED - PUTNAM HOSPITAL CENTER - TM # 66-2-57 & 58

WHEREAS application has been made by Putnam Hospital Center for the total release of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #66-2-57 and #66-2-58; and

WHEREAS said applications have been reviewed by the Town Engineer and release of the bond has been recommended and approved by the Town Engineer and Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan for Putnam Hospital Center, issued by Selective Insurance Company of America bond no. 1072087 dated September 10, 2009 in the amount of \$1,730,000.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN AND CARMEL AND THE TOWN OF CARMEL LIEUTENANTS BENEVOLENT ASSOCIATION - EXECUTION AUTHORIZED

WHEREAS the Town of Carmel (“the Town”) is a municipal employer covered under the New York State Civil Service Law; AND

WHEREAS the Town has been engaged in collective bargaining negotiations with the Town of Carmel Lieutenants Benevolent Association (“the LBA”) with the goal of reaching an agreement on the terms of a successor collective bargaining agreement for the period of January 1, 2011 through December 31, 2012; AND

WHEREAS, on February 27, 2013, the Town and the LBA, by and through their respective negotiating teams, reached an agreement regarding the terms of a successor collective bargaining agreement for the period of January 1, 2011 through December 31, 2012 and reduced that agreement to writing in the form of a Memorandum of Agreement dated February 27, 2013 (“the Memorandum”); AND

WHEREAS the members of the Town Board have read the Memorandum, are familiar with its terms and seek to designate a signatory to execute the Memorandum on behalf of the Town;

NOW THEREFORE BE IT RESOLVED that the Town Supervisor, Kenneth Schmitt, is hereby authorized to execute the Memorandum on behalf of the Town.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

(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> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Supervisor Schmitt pointed out that the agreement covers 2011 and 2012. New negotiations will commence for the current year.

PUBLIC COMMENTS - AGENDA ITEMS

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

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

OPEN FORUM - PUBLIC COMMENTS

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

OPEN FORUM - TOWN BOARD MEMBER COMMENTS

Supervisor Schmitt expressed congratulations to the Mahopac Boys' 6th Grade Basketball Team and their coaches for a successful season and recent championship victory at the Tri-County Youth Basketball League playoffs.

Councilman Lupinacci spoke regarding March Madness, Mahopac's exciting annual two-day community charity basketball competition held at Mahopac High School last weekend which was hosted by the Mahopac High School Athletic Director and the Student Athletic Council.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lupinacci, seconded by Councilwoman McDonough, with all Town Board members present in agreement, the meeting was adjourned at 7:28 p.m. to Executive Session to discuss a matter of personnel with Labor Counsel.

Respectfully submitted,

Ann Spofford, Town Clerk