

MARCH 6, 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 6th day of March 2013 at 7:05 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman 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 and a moment of silence was observed to honor those serving in the United States Armed Forces.

Supervisor Schmitt explained that the Town Board was in Executive Session prior to the start of the Regular Town Board Meeting.

MINUTES OF TOWN BOARD MEETINGS HELD ON FEBRUARY 6, FEBRUARY 13 AND FEBRUARY 20, 2013 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilman Schneider, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on February 6, 2013, February 13, 2013 and February 20, 2013 were accepted as submitted by the Town Clerk.

ANNUAL REPORT OF TOWN HISTORIAN, BRIAN VANGOR FOR 2012 - ADOPTED

WHEREAS a presentation was given on Wednesday, February 28, 2013 by Town Historian Brian Vangor in regard to review of the Town of Carmel’s Annual Historical Report for the Town of Carmel; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby adopts the Annual Report of Town Historian, Brian Vangor for 2012 in form as attached hereto and made a part hereof.

Resolution
Offered by: Councilman Schneider
Seconded by: Councilman Lombardi

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

February 27, 2013

**Office of the Supervisor
Kenneth Schmitt
Town of Carmel
60 McAlpin Ave.
Mahopac NY, 10541**

Dear Mr. Schmitt,

As Historian for the Town of Carmel, I am submitting to you my annual report in accordance with the Arts and Cultural Affairs Law, Article 57, Division of Historic and Public Records, Section 57.09.

MARCH 6, 2013
TOWN BOARD MEETING

The following is a summary of events that occurred in 2012:

- 1. Along with Jim Gilchrist from Recreation and Parks, Mike Simone from the Highway Dept., the Town of Carmel Historical Society and several volunteers, organized our 3rd annual "Red Mills Historic Park July 4th Celebration Concert" in 2012. Thanks to Ed Kuck, the electrical service to the gazebo was in place for the 2012 concert. Severe weather cut this concert a little short last year. Plans are underway to hold this "Sunset Series" concert again in 2013, thanks to the annual \$2000 donation from the Mahopac National Bank. Also, the re-enactors from the NYS Second Regiment were interesting and entertaining. So, if available, we plan on bringing them back in 2013. See 2012 Flyer on Page 1.**
- 2. In conjunction with the Town of Carmel Historical Society, organized our 3rd annual "Carmel Old Cemetery Tour" which was held on Oct 20th. This narrated bus tour was attended by 30 people. There was an additional cost this year for the bus, so the net proceeds were much lower. In any case, the proceeds from the tour have been added to the previous year's proceeds and are earmarked for some future repairs to the Bailey Cemetery. I videotaped the tour and produced a DVD of it which has been broadcast several times on Comcast, Channel 8. I would like to thank the Union Valley Cemetery Association for opening their chapel, providing snacks and for being excellent hosts and tour guides. The 2013 Carmel Old Cemetery Tour is scheduled for late September. See Photo Page 2 and DVD.**
- 3. In 2012, the post & rail fencing was replaced at three Carmel cemeteries (Fowler, Cole and Carver). Volunteers were used to remove the old fencing and install the new. See Photos Page 3. The cost of the materials was \$1197. This amount was paid for by the remaining \$800 from my Historian's annual budget and an additional \$397 from the Town. See Page 4.**
- 4. Other cemetery repairs, such as downed tree removal, the rebuilding of stone walls and metal fence repairs were performed by the Putnam County Sheriff's Community Work Program. See Photos Page 5.**
- 5. As planned in last year's annual report, I repainted two historical markers; "Charles Agor Homestead" and "Isaac Secor". All 43 of Carmel's historical markers remain in place, although the Charles Agor Homestead pole and marker are waiting to be reinstalled. I have chosen "Carver Bridge" and "Judge Barnabus Carver" for restoration this year. See Photo Page 6.**

MARCH 6, 2013
TOWN BOARD MEETING

6. In November of 2012, I received 16 new metal cemetery signs (and posts) from the Putnam County Historian's office. See photos Page 7. These signs were purchased through the Putnam County Cemetery Committee and sponsored by the Putnam County Legislature. Over 90 cemetery signs were made for the entire county. The posts have been delivered to the Highway Dept. I will deliver the signs to them in the spring.
7. Supplied the Putnam County Office of Tourism (Libby Pataki) with a list of Carmel Attractions & Historic Points of Interest for a future Putnam County Tourism map.
8. Along with Greg Amato, we are providing weekly "Mahopac Memories" to the Mahopac News. Each installment is an old photo and caption which describes the scene. See Page 8.
9. Continue to serve as Trustee of the Town of Carmel Historical Society and Carmel member to the Putnam County Cemetery Committee.

Sincerely,

Brian R. Vangor

Town of Carmel Historian

cc Lillian Eberhardt – Town of Carmel Historical Society President
Denis Castelli – Putnam County Historian
Sallie Sypher – Putnam County Deputy Historian
Robert Weibel – New York State Historian

JULY 4th CELEBRATION CONCERT

"Where History Has A Home."

7:30PM to 9:30PM
corner of Hill St & Route 6N, Mahopac Falls

MARCH 6, 2013
TOWN BOARD MEETING

**MUSICAL ENTERTAINMENT BY
THE
“MUSIC MAKERS - COMPANY B”**

LIMITED PARKING AVAILABLE AT THE RED MILLS MARKET &
MAHOPAC FALLS VOLUNTEER FIRE DEPARTMENT PARKING LOTS

NY Department of
Environmental Protection

Mahopac Falls
Volunteer Fire
Department

Red Mills
Historic Park

Town of Carmel

Carmel Department of
Recreation & Parks

Mahopac
National
Bank

*“Sunset
Series”*

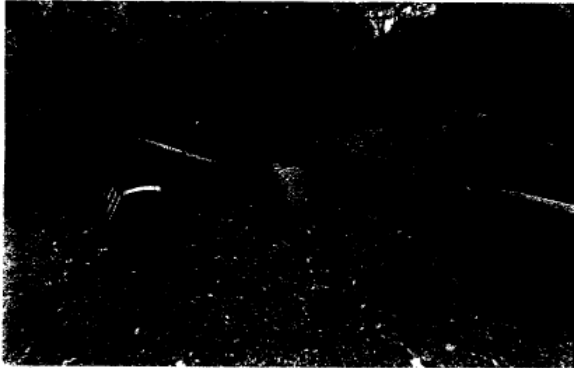
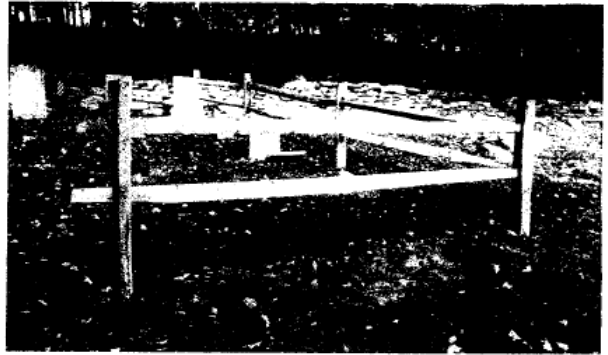
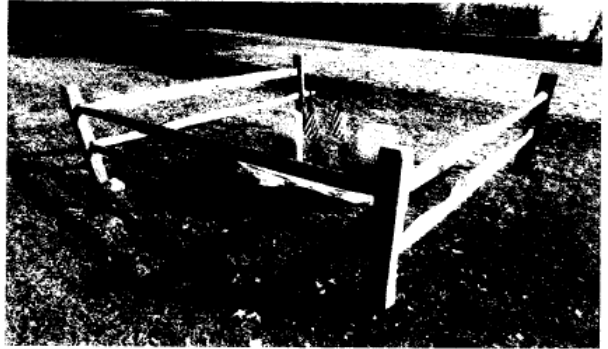
Town of Carmel Historical Society

Red Mills Historic
Park Committee

PAGE 1



A high-contrast, black and white photograph. In the center, a person stands on a wooden structure, possibly a bridge or walkway. The person is wearing a dark jacket and light-colored pants. Behind them, a large, bright, circular light source, possibly a sun or a large lamp, creates a strong glow. The scene is dark, with the light source being the primary illumination. The image has a grainy, high-contrast quality.



Replacement of post & rail fencing at the Carver, Cole and Fowler Cemeteries. These are the only three cemeteries (of the 13 “town” cemeteries) that have post and rail fencing.

Carver Cemetery: **14 posts** **(4 corners)**
22 rails

Cole Cemetery: 10 posts (2 corners)
 18 rails

Fowler Cemetery: 9 posts
 14 rails

MARCH 6, 2013
TOWN BOARD MEETING

Total Material: 33 posts (6 corners) 54 rails
West Virginia Split Rail

Campanella Fence:

Posts are \$16 ea
Rails are \$11 ea

Total Cost: 33 posts X 16 = \$528
54 rails X 11 = \$594

\$1122

\$75

delivery charge

\$1197

Page 4

CEMETERY REPAIRS BY THE
PUTNAM COUNTY SHERIFF'S COMMUNITY WORK PROGRAM

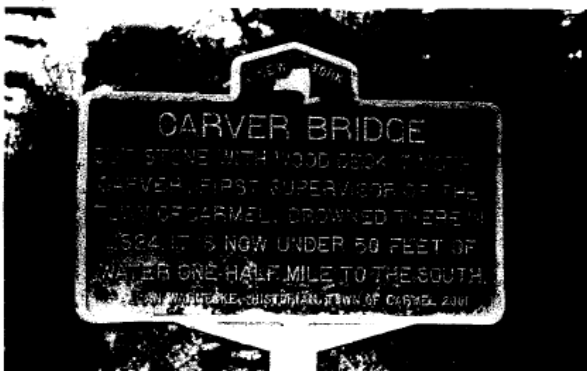


MARCH 6, 2013
TOWN BOARD MEETING

COMPLETED IN 2012:



FOR 2013



MARCH 6, 2013
TOWN BOARD MEETING

NEW CARMEL CEMETERY SIGNS



PAGE 7

MAHOPAC MUSINGS

A Mahopac Memory



PHOTO COURTESY OF GREG AMATO

Bassett's Store, Tomahawk St. (Rt. 118) and Miller Road, Baldwin Place in the spring of 1895, Theodore Agor of Baldwin Place sold his feed, coal and general store to D.E. Bassett of Amawalk. In addition to Bassett's business, the building housed the Jones Trucking and Scale business. The building is almost literally on the Westchester-Somers/Putnam-Mahopac line. The store served as a deli until circa 1970 when it closed.

BUDGET MODIFICATIONS SCHEDULE #2012-12(2) FOR DECEMBER 2012 - AUTHORIZED

WHEREAS the Town Comptroller has reviewed the December 2012 Budget Modifications with the Town Board which are detailed and explained on the attached Budget Revisions Schedule identified as #2012-12(2);

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the December 2012 Budget Modifications/Revisions itemized on Schedule #2012-12(2) which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

MARCH 6, 2013
TOWN BOARD MEETING

TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER - #2 - 2012/12

Work Session 2/27/13 #

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100-1220-0040	SUPERVISOR OFFICE EXPENSE	600.00	
	100-3620-0040	CODE ENFORCEMENT OFFICE EXPENSE	10.00	
	100-1220-0080	SUPERVISOR EMPLOYEE BENEFIT EXPENSE		600.00
	100-3620-0080	CODE ENFORCEMENT EMPLOYEE BENEFIT EXPENSE		10.00
		- TRANSFER FOR CONTRACTUAL EXPENSE		
2	100-1420-0042	JUSTICE COURT PROSECUTION EXPENSE	2,625.00	
	100-1420-0047	CERTIORARI LEGAL EXPENSE	9,000.00	
	100-1910-0040	INSURANCE EXPENSE		11,625.00
		- TRANSFER FOR LEGAL EXPENSE		
3	100-1620-0042	BLDG UTILITY EXP	1,410.00	
	100-1620-0041	BLDG HEATING FUEL EXP		1,410.00
		- TRANSFER FOR BUILDING CONTRACTUAL EXPENSE		
4	100-1670-0049	CENTRAL MAIL EXPENSE	20.00	
	100-1680-0042	INFO TECH WEB SITE EXPENSE	80.00	
	100-1670-0040	CENTRAL PRINTING EXPENSE		100.00
		- TRANSFER FOR GENERAL EXPENSE		
5	100-3650-0040	BUILDING DEMO EXPENSE	875.00	
	100-1910-0040	INSURANCE EXPENSE		875.00
		- TRANS FOR GRANGE HALL ADDITIONAL DEMO EXPENSE		
6	100-3120-0045	POLICE VEHICLE MAINT EXP	100.00	
	100-3120-0040	POLICE CONTRACTUAL EXP		100.00
		- TRANSFER FOR POLICE CONTRACTUAL EXP		
7	100-5132-0021	HIGHWAY GARAGE SPECIAL EXP	60.00	
	100-5132-0040	HIGHWAY GARAGE EXP	120.00	
	100-5132-0042	HIGHWAY GARAGE UTILITY EXP	2,420.00	
	100-5132-0041	HIGHWAY GARAGE HEATING EXP		2,600.00
		- TRANSFER FOR GARAGE CONTRACTUAL EXP		
8	100-5182-0040	STREET LIGHTING UTILITY EXPENSE	735.00	
	100-1910-0040	INSURANCE EXPENSE		735.00
		- TRANS FOR STREET LIGHTING UTILITY EXPENSE		
9	100-7112-0042	MCDONOUGH PARK UTILITY EXPENSE	550.00	
	100-7118-0042	BALDWIN MEADOWS UTILITY EXPENSE	220.00	
	100-7450-0042	MUSEUM UTILITY EXPENSE	780.00	
	100-7110-0047	PARK REFUSE DISPOSAL EXP		950.00
	100-7110-0082	PARK EMPLOYEE FICA EXP		600.00
		- TRANSFER FOR PARK UTILITY EXPENSES		
10	100-1620-0021	BLDG MOTOR VEHICLE EXP	400.00	
	100-1620-0041	BLDG HEATING FUEL EXP	1,600.00	
	100-1910-0040	INSURANCE EXPENSE		2,000.00
		- TRANSFER FOR BLDG EXPENSE		
11	100-3120-0047	POLICE CONFERENCE TRAINING EXP	500.00	
	100-3120-0040	POLICE CONTRACTUAL EXP		500.00
		- TRANSFER FOR POLICE CONTRACTUAL EXP		

Budget Revisions DECEMBER 31 2012 (2).xls

1

TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER - #2 - 2012/12

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
HIGHWAY FUND				
12	500-5110-0040	GENERAL REPAIR CONT EXPENSE	4,500.00	
	500-5130-0040	MACHINERY REPAIR CONTRACTUAL EXP	12,500.00	
	500-5110-0084	GENERAL REPAIR HEALTH BENEFIT EXP		17,000.00
		- TRANSFER FOR GENERAL REPAIR EXP		
CARMEL FIRE PROTECTION DISTRICT #2				
13	302-9025-0040	LOSAP ADMIN EXP	75.00	
	302-9025-0090	LOSAP CONTRIBUTION EXP		75.00
		- TRANSFER FOR LOSAP ADMIN EXP		

MARCH 6, 2013
TOWN BOARD MEETING

CARMEL LIGHTING DISTRICT				
14	752-5182-0042	CONTRACTUAL UTILITIES EXP		1,560.00
	752-5182-9909	APPROPRIATED FUND BALANCE	*	1,560.00
		- PROVIDE FOR OTHER EXPENDITURE COST		
DAISY LANE LIGHTING DISTRICT				
15	753-5182-0042	CONTRACTUAL UTILITIES EXP		55.00
	753-5182-9909	APPROPRIATED FUND BALANCE	*	55.00
		- PROVIDE FOR OTHER EXPENDITURE COST		
COUNTRY HILLS LIGHTING DISTRICT				
16	754-5182-0042	CONTRACTUAL EXPENDITURES		350.00
	754-5182-9909	APPROPRIATED FUND BALANCE	*	350.00
		- PROVIDE FOR OTHER EXPENDITURE COST		
CARMEL WATER DISTRICT #2				
17	602-8310-0020	EQUIPMENT EXPENSE		550.00
	602-8310-0041	CHEMICAL EXPENSE		1,500.00
	602-8310-0044	ENGINEERING SERVICES		1,500.00
	602-8310-0047	EMERGENCY REPAIRS		9,000.00
	602-8310-0049	SERVICES OTHER GOVT		750.00
	602-8310-0040	CONTRACTUAL REPAIR EXPENSE		
		- TRANSFER FOR CONTRACTUAL/EMERGENCY REPAIRS		13,300.00
18	602-8310-0042	UTILITY EXPENSE		18,000.00
	602-8310-0046	PURCHASE OF WATER EXP		20,000.00
	602-8310-0048	OTHER OPERATING EXPENSE		22,000.00
	602-8310-2140	WATER METERED RENTS	*	60,000.00
		- PROVIDE FOR OPERATING EXPENSES		
CARMEL WATER DISTRICT #3				
19	603-8310-0020	EQUIPMENT EXPENSE		300.00
	603-8310-0040	CONTRACTUAL REPAIR EXPENSE		2,700.00
	603-8310-0047	EMERGENCY REPAIRS		5,000.00
	603-8310-0048	OTHER OPERATING EXPENSE		500.00
	603-8310-2140	WATER METERED RENTS	*	8,500.00
		- PROVIDE FOR OPERATING EXPENSES		
CARMEL WATER DISTRICT #4				
20	604-8310-0020	EQUIPMENT EXPENSE		200.00
	604-8310-0042	UTILITY EXPENSE		300.00
	604-8310-0047	EMERGENCY REPAIRS		4,200.00
	604-8310-2140	WATER METERED RENTS	*	4,700.00
		- PROVIDE FOR OPERATING EXPENSES		

**TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER - #2 - 2012/12**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #5				
21	605-8310-0042	UTILITY EXPENSE	1,000.00	
	605-8310-0040	CONTRACTUAL REPAIR EXPENSE		1,000.00
		- TRANSFER FOR UTILITY EXPENSE		
CARMEL WATER DISTRICT #6				
22	606-8310-0042	UTILITY EXPENSE	1,850.00	
	606-8310-0043	INSURANCE EXPENSE	500.00	
	606-8310-0040	CONTRACTUAL REPAIR EXPENSE		1,850.00
	606-8310-0047	EMERGENCY REPAIRS		500.00
		- TRANSFER FOR UTILITY EXPENSE		
CARMEL WATER DISTRICT #7				
23	607-8310-0043	INSURANCE EXPENSE	500.00	
	607-8310-0099	REPAIR RESERVE FUND		500.00
		- TRANSFER FOR MISC EXPENSES		
CARMEL WATER DISTRICT #8				
24	608-8310-0040	CONTRACTUAL REPAIR EXPENSE	7,000.00	
	608-8310-0044	ENGINEERING SERVICES	9,500.00	
	608-8310-2140	WATER METERED RENTS	*	16,500.00
		- PROVIDE FOR OPERATING EXPENSES		
25	608-8310-0041	CHEMICAL EXPENSES	2,200.00	
	608-8310-0047	EMERGENCY REPAIRS	8,700.00	
	608-8310-0048	OTHER OPERATING EXPENSE	600.00	
	608-9901-0099	TRANSFER TO DEBT FUND		11,500.00
		- TRANSFER FOR OPERATING EXPENSES		

MARCH 6, 2013
TOWN BOARD MEETING

CARMEL WATER DISTRICT #9				
26	609-8310-0047	EMERGENCY REPAIRS	150.00	
	609-8310-0048	OTHER OPERATING EXPENSE		150.00
		- TRANSFER FOR EMERGENCY REPAIR EXPENSES		
CARMEL WATER DISTRICT #10				
27	610-8310-0020	EQUIPMENT EXPENSE	300.00	
	610-8310-0040	CONTRACTUAL REPAIR EXPENSE	100.00	
	610-8310-0042	UTILITY EXPENSE		400.00
		- TRANSFER FOR OPERATING EXPENSES		
CARMEL WATER DISTRICT #12				
28	612-8310-0020	EQUIPMENT EXPENSE	150.00	
	612-8310-0042	UTILITY EXPENSE	3,100.00	
	612-8310-0047	EMERGENCY REPAIRS	550.00	
	612-8310-0048	OTHER OPERATING EXPENSE	100.00	
	612-8310-2140	WATER METERED RENTS	*	3,900.00
		- PROVIDE FOR OPERATING EXPENSES		
29	612-9901-0099	TRANSFER TO DEBT FUND	600.00	
	612-8310-0046	PURCHASE OF WATER		600.00
		- TRANSFER FOR DEBT FUND TRANSFER		

TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER - #2 - 2012/12

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #14				
30	614-8310-0020	EQUIPMENT EXPENSE	150.00	
	614-8310-0041	CHEMICAL EXPENSE	20.00	
	614-8310-0042	UTILITY EXPENSE	2,630.00	
	614-8310-0045	MAINTENANCE CONTRACT	150.00	
	614-8310-0047	EMERGENCY REPAIRS	8,950.00	
	614-8310-0048	OTHER OPERATING EXPENSE	100.00	
	614-8310-2140	WATER METERED RENTS	*	12,000.00
		- PROVIDE FOR OPERATING EXPENSES		
CARMEL SEWER DISTRICT #1				
31	701-8130-0040	CONTRACTUAL REPAIR EXPENSE	2,700.00	
	701-8130-0099	REPAIR RESERVE FUND		2,700.00
		- TRANSFER FOR CONTRACTUAL REPAIR EXP		
32	701-8130-0040	CONTRACTUAL REPAIR EXPENSE	300.00	
	701-8130-0099	REPAIR RESERVE FUND		300.00
		- TRANSFER FOR CONTRACTUAL REPAIR EXP		
CARMEL SEWER DISTRICT #2				
33	702-8130-0040	CONTRACTUAL EXPENSES	11,000.00	
	702-8130-0042	UTILITY EXPENSES	6,670.00	
	702-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION		11,000.00
	702-8130-0142	UTILITY EXPENSES - MICROFILTRATION		6,670.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
34	702-8130-0042	UTILITY EXPENSE	12,100.00	
	702-8130-0043	INSURANCE EXPENSE	2,000.00	
	702-8130-0044	ENGINEERING EXPENSE	9,400.00	
	702-8130-0047	WASTE/SLUDGE EXPENSE	19,000.00	
	702-8130-0041	CHEMICAL EXPENSE		34,000.00
	702-8130-0048	OTHER OPERATING EXPENSE		6,800.00
	702-8130-0141	CHEMICAL EXPENSE - MICROFILTRATION		1,700.00
		- TRANSFER FOR OPERATING COSTS		
35	702-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	500.00	
	702-8130-0141	CHEMICAL EXPENSES - MICROFILTRATION		500.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		

**MARCH 6, 2013
TOWN BOARD MEETING**

CARMEL SEWER DISTRICT #4				
36	704-8130-0041	CHEMICAL EXPENSE	1,350.00	
	704-8130-0042	UTILITY EXPENSES	6,550.00	
	704-8130-0043	INSURANCE EXPENSE	1,850.00	
	704-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	250.00	
	704-8130-0099	REPAIR RESERVE FUND		10,000.00
		- TRANSFER FOR MISC EXPENSES		
37	704-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	1,000.00	
	704-8130-0141	CHEMICAL EXPENSES - MICROFILTRATION		1,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
CARMEL SEWER DISTRICT #5				
38	705-8130-0046	PURCHASE OF WATER	100.00	
	705-8130-0048	OTHER OPERATING EXPENSE		100.00
		- TRANSFER FOR MISC EXPENSES		

Budget Revisions DECEMBER 31 2012 (2).xls

4

**TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER - #2 - 2012/12**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #7				
39	707-8130-0040	CONTRACTUAL EXPENSE	1,000.00	
	707-8130-0042	UTILITY EXPENSE	1,000.00	
	707-8130-0090	CONTINGENCY		2,000.00
		- TRANSFER FOR MISC EXPENSE		
40	707-8130-0040	CONTRACTUAL EXPENSES	1,000.00	
	707-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION		1,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
41	707-8130-0040	CONTRACTUAL EXPENSES	35,000.00	
	707-8130-0042	UTILITY EXPENSES	5,000.00	
	707-8130-0043	INSURANCE EXPENSE	2,000.00	
	707-8130-0044	ENGINEERING EXPENSE	2,000.00	
	707-8130-0047	WASTE/SLUDGE EXPENSE	1,000.00	
	707-8130-0141	CHEMICAL EXPENSES - MICROFILTRATION	10,000.00	
	707-8130-0142	UTILITY EXPENSES - MICROFILTRATION	20,000.00	
	707-8130-2770	OTHER REVENUES - NYC AID	75,000.00	
		- PROVIDE FOR O&M COSTS MICROFILTRATION PLANT		
42	707-8130-0090	CONTINGENCY	2,000.00	
	707-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION	3,000.00	
	707-8130-0142	UTILITY EXPENSES - MICROFILTRATION		5,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
CARMEL SEWER DISTRICT #1 EXT 3				
43	713-8130-0042	UTILITY EXPENSE	100.00	
	713-8130-0048	OTHER OPERATING EXPENSE		100.00
		- TRANSFER FOR MISC EXPENSES		
CARMEL WATER DISTRICT #14 DEBT FUND				
44	884-9901-0099	TRANSFER TO OPERATING FUND #614	20,000.00	
	884-8310-5030	TRANSFER FROM CAPITAL FUND #984	20,000.00	
		- PROVIDE FOR TRANSFER TO OPERATING FUND		
SPECIAL DRAINAGE CAPITAL PROJECT (LAKE MCGREGOR)				
45	902-1989-0012	PROJECT OVERTIME EXPENSE	1,000.00	
	902-1989-0048	OTHER PROJECT EXPENSE		1,000.00
		- TRANSFER FOR CAPITAL EXPENSE		
TOWN HALL GENERATOR CAPITAL PROJECT				
46	908-1989-0040	PROJECT OVERTIME EXPENSE	60,000.00	
	908-1989-0048	OTHER PROJECT EXPENDITURES	2,500.00	
	908-1989-0099	TRANSFER TO OTHER FUNDS	12,500.00	
	908-1989-5710	PROCEEDS OF BORROWING	75,000.00	
		- RECORD CAPITAL PROJECT BALANCE		
CARMEL WATER DISTRICT #2 CAPITAL FUND				
47	962-8310-0040	CONTRACTUAL EXPENDITURES	13,770.00	
	962-8310-5710	PROCEEDS OF BORROWING	13,770.00	
		- RECORD GENERATOR CAPITAL PROJECT BALANCE		
48	962-8310-0040	CONTRACTUAL EXPENDITURES	85,000.00	
	962-8310-0044	PROJECT ENGINEERING	10,000.00	
	962-8310-0048	OTHER PROJECT EXPENDITURES	5,000.00	
	962-8310-5710	PROCEEDS OF BORROWING	100,000.00	
		- RECORD GENERATOR CAPITAL PROJECT BALANCE		

Budget Revisions DECEMBER 31 2012 (2).xls

5

MARCH 6, 2013
TOWN BOARD MEETING

TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER - #2 - 2012/12

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #8 CAPITAL FUND				
49	968-8310-0044	PROJECT ENGINEERING	1,000.00	
	968-8310-0045	CONTRACT IMPROVEMENTS	80,000.00	
	968-8310-0048	OTHER PROJECT EXPENDITURES		81,000.00
		- TRANSFER FOR CAPITAL EXPENSE		
CARMEL WATER DISTRICT #14 CAPITAL FUND				
50	984-8310-0099	TRANSFER TO DEBT SERVICE	20,000.00	
	984-8310-0040	CONTRACTUAL EXPENDITURES		20,000.00
		- TRANSFER FOR CAPITAL EXPENSE		
CARMEL SEWER DISTRICT #2 CAPITAL FUND				
51	972-8130-0045	CONTRACTUAL IMPROVEMENTS	92,263.76	
	972-8130-3990	STATE AID	*	92,263.76
		- PROVIDE FOR CONTRACTUAL IMPROVEMENTS		
52	972-8130-0045	CONTRACTUAL IMPROVEMENTS	140,078.69	
	972-8130-0040	CONTRACTUAL EXPENDITURES		100,000.45
	972-8130-0044	PROJECT ENGINEERING		11,158.84
	972-8130-0048	OTHER PROJECT EXPENDITURES		4,805.00
	972-8130-0049	GENRAL GOVT SERVICES		24,114.40
		- TRANSFER FOR CAPITAL EXPENSE		
CARMEL SEWER DISTRICT #4 CAPITAL FUND				
53	974-8130-0144	PROJECT ENGINEERING	73,219.68	
	974-8130-0140	CONTRACTUAL EXPENDITURES		43,703.68
	974-8130-0148	OTHER PROJECT EXPENDITURES		5,330.00
	974-8130-0149	GENRAL GOVT SERVICES		24,186.00
		- TRANSFER FOR CAPITAL EXPENSE		
CARMEL SEWER DISTRICT #7 CAPITAL FUND				
54	977-8130-0044	PROJECT ENGINEERING	240,000.00	
	977-8130-0040	CONTRACTUAL EXPENDITURES		108,609.64
	977-8130-0045	CONTRACTUAL IMPROVEMENTS		95,011.73
	977-8130-0048	OTHER PROJECT EXPENDITURES		4,105.00
	977-8130-0049	GENRAL GOVT SERVICES		32,273.63
		- TRANSFER FOR CAPITAL EXPENSE		

HIGHWAY DEPARTMENT – ADVERTISEMENT FOR BID FOR VARIOUS HIGHWAY MATERIALS – AUTHORIZED

RESOLVED that, pursuant to the request of the Highway Superintendent, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for the purchase of the following items for fiscal year 2013:

- Crushed Gravel
- Granular Base (Item 4)
- Run of Bank Gravel
- Bituminous Concrete
- Road Oils, Cut Backs, etc.
- Catch Basins & Sumps with Tops
- Tree Felling & Trimming
- Steel Culvert Drainage Pipe
- Aluminum Culvert Drainage Pipe
- Polyethylene Drainage Pipe

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

MARCH 6, 2013
TOWN BOARD MEETING

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>

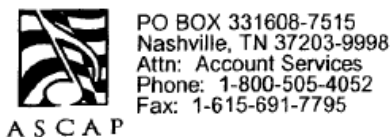
RECREATION AND PARKS DEPARTMENT – RENEWAL OF LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS FOR 2013 SUNSET CONCERT SERIES - AUTHORIZED

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the renewal of the license agreement with the American Society of Composers, Authors and Publishers (ASCAP) for the Department of Recreation and Parks 2013 Sunset Concert Series at a cost of \$327.00 in form as attached hereto and made a part hereof.

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



December 20, 2012

G2E3AX001003066 -

James Gilchrist
Director Of Parks &
Town Of Carmel, NY
Town Of Carmel, NY
60 McAlpin Ave
Mahopac, NY 10541-2340

Re: Account No. - 500613865
Town Of Carmel, NY
Town Of Carmel, NY
60 McAlpin Ave
Mahopac, NY 10541-2340

Dear Mr. Gilchrist:

Your 2013 ASCAP Rate Schedule is attached. Based on the Consumer Price Index, All Urban Consumers - (CPI-U) between October 2011 and October 2012, the 2013 Rate Schedule increased by 2.16234% over the 2012 Rate Schedule. We recommend that you attach the Rate Schedule to your License Agreement for future reference.

In accordance with the terms of the Agreement, Base Licensee Fees are due and payable within 30 days of the renewal date, and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year. Please complete and return the enclosed report form, along with your payment within 30 days of the renewal date of your License Agreement, which is 04/30/2013. You may also copy this form to report any Special Events you have during the year.

**MARCH 6, 2013
TOWN BOARD MEETING**

Should you prefer to make a payment via Electronic Check or Credit Card, and/or view your account balance and payment history, you may visit us at our secure ASCAP website: www.ASCAP.com/mylicense. Your account information is encrypted for maximum security. It is our strict policy not to make any individual customer data available to third parties for any reason. You may continue to send your report form by mail, via fax (1-615-691-7795) or to us via email at glcs@ascap.com.

We at ASCAP are proud to serve your licensing needs and would like to take this opportunity to extend our best wishes to you for a successful new year.

Sincerely,

Account Services


Account Services

Enclosures:
Rate Schedule
Report Form
Return Envelope

F0166_0113
IMLA

ASCAP, P. O. Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 1-615-691-7795 (FAX)
Website: <http://www.ascap.com>

Page: 1 of 3

	LOCAL GOVERNMENT ENTITIES 2013 Rate Schedule and Report Form
Account No.: 500613865	Premise Name: Town Of Carmel, NY; Mahopac, NY
Report Due: 12/30/2013	



SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$327.00
50,001	to	75,000	\$651.00
75,001	to	100,000	\$783.00
100,001	to	125,000	\$1,043.00
125,001	to	150,000	\$1,304.00
150,001	to	200,000	\$1,696.00
200,001	to	250,000	\$2,086.00
250,001	to	300,000	\$2,478.00
300,001	to	350,000	\$2,870.00
350,001	to	400,000	\$3,261.00
400,001	to	450,000	\$3,651.00
450,001	to	500,000	\$4,044.00
500,001	Plus*		\$4,955.00

*plus \$500.00 for each 100,000 of population above 500,000 to a cpi-able maximum fee (\$500.00 not CPI able) of **\$65,205.00**

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys


The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$327.00

License Fee for Year 2014 and Thereafter

For each calendar year commencing 2014, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

MARCH 6, 2013
TOWN BOARD MEETING

Page: 2 of 3

 LOCAL GOVERNMENT ENTITIES 2013 Rate Schedule and Report Form	
Account No.: 500613865	Premise Name: Town Of Carmel, NY; Mahopac, NY
Report Due: 12/30/2013	



SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size: 42,000 (Per current U.S. Census Data) Base License Fee: \$327.00 (Please refer to attached Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____
			x .01	\$		Name: _____ Address: _____ Phone No.: _____ Account No.: _____

****Special Events*** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

*****Gross Revenue*** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

ASCAP, P. O. Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

Report Form Continued On Reverse Side

Page: 3 of 3

LOCAL GOVERNMENT ENTITIES (continued): (Please complete form in its entirety.)

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year: 2013 Annual License Fee: \$327.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$

MARCH 6, 2013
TOWN BOARD MEETING

Base License Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.	
Contact Person: <u>Kenneth Schmitt</u> (Please print Contact's Name.)	/ Supervisor, Town of Carmel (Please print Contact's Title.)
Phone No.: <u>849-628-1506</u> Fax No.: <u>849-628-6836</u> Email: <u>ks@ci.carmel.ny.us</u> Website: <u>www.ci.carmel.ny.us</u>	
I certify that the above information is true and correct. Signature: _____ (Please print Name and Title of Signature name above.)	
Dated: <u> </u> / <u> </u> / 2013	
ASCAP, P. O. Box 331608-7515, Nashville, TN 37203-9998 1-800-505-4052 1-615-691-7795 (FAX) Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com	
12/20/2010 F0166_0113	



Account No.: 500613865

Town Of Carmel, NY
60 McAlpin Ave
Mahopac, NY 10541-2340

ASCAP IMLA
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

SUPPORT OF PASSAGE OF NEW YORK STATE ASSEMBLY BILLS A.88 AND A.824 CONCERNING THE MAINTENANCE AND UPKEEP OF VACANT, ABANDONED AND/OR FORCLOSED PROPERTIES

WHEREAS, vacant, abandoned and foreclosed homes have proliferated throughout New York State over the past five years; and

WHEREAS, vacant structures that lack proper maintenance tend to de-value surrounding properties as well; and

WHEREAS lending institutions that hold mortgages on such vacant, abandoned and/or foreclosed properties may not provide contact information for those parties responsible for the maintenance of said properties; and

WHEREAS Assembly Bill A. 88 and Assembly Bill A.824 currently pending, would make it mandatory for lending institutions to provide contact information of responsible parties concerning the maintenance and upkeep of such vacant properties and require good faith in proceeding to foreclosure; and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby supports the passage of said Bills; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded New York State Senator Greg Ball 40th Senate District and New York State Assemblyman Steve Katz, District 94.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

Roll Call Vote

	<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>	

MARCH 6, 2013
TOWN BOARD MEETING

CARMEL WATER DISTRICT #8 – ENTRY INTO ORDER ON CONSENT WITH NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION - AUTHORIZED

WHEREAS the New York State Department of Environmental Conservation has proposed an Order on Consent addressing and remediating certain violations at Carmel Water District #8 Treatment Plan concerning the storage of bulk chemicals at said plant; and

WHEREAS, the Town Engineer had advised that the Town of Carmel has already met and/or is able to meet the proposed milestone dates for Compliance Activity scheduled in the proposed Order on Consent;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into the Order on Consent in form as attached hereto and made part hereof, and

BE IT FURTHER RESOLVED that the Town Supervisor Kenneth Schmitt is hereby authorized to execute said Order on Consent and any necessary documentation related thereto.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

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

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

X-----X
In the Matter of the Violations of Article 40 of the
Environmental Conservation Law of the State of New
York and Title 6, Parts 595-599 of the Official Compilation
of Codes and Regulations of the State of New York, by:

ORDER ON CONSENT
CASE NO. R3-20111214-201

Town of Carmel;

Respondent(s).

Putnam County

X-----X

WHEREAS:

1. The New York State Department of Environmental Conservation (the "Department") is a department of the State of New York which is responsible for the administration and enforcement of law and regulation pursuant to Article 40 of the New York State Environmental Conservation Law ("ECL").
2. Town of Carmel ("Respondent") owns and/or operates a Chemical Bulk Storage facility (CBS #3-000350), which is located at Heather Drive, Mahopac, New York 10541 (the "facility").

MARCH 6, 2013
TOWN BOARD MEETING

3. On December 14, 2011, Department staff conducted an inspection at the facility and documented the following violations by Respondent:

- a. 6 NYCRR Section 598.1(k), which requires the owner or operator of any facility to prepare and maintain a Spill Prevention Report for preventing and responding to spills, releases and accidents at the facility, as well as to update the report at least annually or when a significant release occurs or a substantial modification is made. Inspection by Department staff revealed that Respondent had failed to properly develop and maintain a Spill Prevention Report, in violation of 6 NYCRR Section 598.1(k)(1).
- b. 6 NYCRR Section 598.7(c), which requires that an owner or operator conduct comprehensive annual inspections of the aboveground storage tank system. Inspection by Department staff revealed that Respondent had failed to conduct annual visual inspections, in violation of 6 NYCRR Section 598.7(c).

NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CASE NO. R3-20111214-201

Page 2

- c. 6 NYCRR Section 598.7(d)(1), which requires that an owner or operator inspect aboveground piping systems and all above ground tanks every five years from the date of initial inspection. Inspection by Department staff revealed that Respondent failed to conduct the 5-year inspections, in violation of 6 NYCRR Section 598.7(d)(1).
- d. 6 NYCRR Section 599.17(c)(1), which requires that transfer of hazardous substances must take place within a transfer station which is equipped with a permanently installed secondary containment system. Inspection by Department staff revealed that Respondent failed to permanently install a secondary containment system, in violation of 6 NYCRR Section 599.17(c)(1).

4. ECL Section 71-4303 provides for a civil penalty of up to twenty-five thousand dollars (\$25,000) for each violation of ECL Article 40 or any rule or regulation promulgated thereunder.

NOW, having considered this matter and being duly advised, it is ORDERED that::

I. **Civil Penalty.** Respondents are hereby assessed a civil penalty in the amount of \$20,000.00 for the violations herein described of which \$5,000.00 is payable and must be submitted with this Order bearing the signature of the Respondent. The remaining amount, \$15,000.00, is hereby suspended provided Respondent strictly adheres to the terms and conditions of this Order, including the Compliance Schedule, attached hereto.

NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CASE NO. R3-20111214-201

Page 3

STANDARD PROVISIONS

Payment. Any penalty assessed pursuant to the terms and conditions of the Order shall be paid by submitting a certified or cashier's check or money order payable to the New York State Department of Environmental Conservation, with the Consent Order Number noted. If Respondent fails to make any payment by the date due, or Respondent shall otherwise be in non-compliance with this Order, the entire penalty amount remaining outstanding shall then become due and payable.

Communications. Except as otherwise specified in this Order, any reports submissions, and notices herein required shall be made to: Regional Engineer, Environmental Compliance Program, Department of Environmental Conservation - Region 3 Headquarters, 21 South Putt Corners Road, New Paltz, NY 12561.

Effective Date. This Order shall take effect when it is signed by the Regional Director, as the authorized representative of the Commissioner of Environmental Conservation, or his designee.

Access. For the purpose of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate to copy such records, or to perform any other lawful duty or responsibility.

Force Majeure. If Respondent cannot comply with a deadline or requirement of this Order, because of an act of God, war, strike, riot, catastrophe, or other condition which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall immediately notify the Department in writing, when it obtains knowledge of any such condition and shall request an appropriate extension or modification of the provisions hereof; Respondents will adopt all reasonable measures to prevent or minimize any delay.

Indemnity. Respondent shall indemnify and hold the Department, the State of New York, their representatives, employees, agents and contractors harmless for all claims, suits, actions, damages and costs, of every nature and description, resulting from the acts and/or omissions of Respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by Respondent or its employees, servants, agents, successors (including successors in title) or assigns.

Multiple Respondents. If more than one Respondent is a signatory to this Order, use of the term “Respondent” in these Standard Provisions shall be deemed to refer to each Respondent identified in the Order.

By: ZACKARY D. KNAUB
Regional Attorney

NOTARY PUBLIC

MARCH 6, 2013
TOWN BOARD MEETING

NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CASE NO. R3-20111214-201

Page 6

COMPLIANCE SCHEDULE

RESPONDENT IS REQUIRED TO SELF-CERTIFY TIMELY COMPLETION OF EACH OF THE ACTIVITIES REQUIRED BY THIS SCHEDULE.

1. **Cease & Desist:** Respondent(s) shall immediately cease and desist from any and all future violations of the New York State Environmental Conservation Law and the rules and regulations enacted pursuant thereto.
2. **Self-certification:** Respondent(s) shall submit to DEC, within fifteen (15) days of each milestone date set forth in this Schedule of Compliance, a signed statement certifying that the work required was completed by that date, and that the work was done in the manner required by this Order.

Submission of the required certification shall be considered an affirmative representation by the Respondent of the truth of its contents. Any false statement made therein shall be punishable pursuant to Section 210.45 of the Penal Law, and as may be otherwise authorized by law.

Failure to submit a required certification by the due date shall be a violation of this Order, and shall establish a legal presumption that the Respondent has failed to comply with that requirement of the Schedule.

All documents which Respondent(s) must submit pursuant to this Order are subject to Department approval. All submittals required by this Order, which shall include an original paper copy and two (2) complete electronic copies in ".pdf" format on two (2) CDs shall be submitted to:

Environmental Compliance Program, Department of Environmental Conservation - Region 3,
21 South Putt Corners Road, New Paltz, New York 12561-1620.

Please reference Case No. R3-20111214-201 on all submittals.

3. **Remedial Activities and Milestones:** Respondent(s) shall timely perform the activities set forth below in a good and workmanlike manner and supply all required labor, equipment and materials at Respondent's own cost and expense:
 - a) Within 30 days of the effective date of this Order, Respondent shall prepare or update the Spill Prevention Report pursuant to 6 NYCRR 598.1(k).
 - b) Within 30 days of the effective date of this Order, Respondent shall conduct annual inspection of tanks 2 and 3 in accordance with 6 NYCRR 598.7(c), including a site

NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CASE NO. R3-20111214-201

Page 7

specific checklist of applicable sections of the regulations, and correct any deficiencies within 30 days of discovery of such deficiencies.

- c) Within 60 days of the effective date of this Order, Respondent shall conduct 5-year inspection of tanks 2 and 3 in accordance with 6 NYCRR 598.7(d), including an explicit certification of the expected useful life of the tank and piping system by the inspector.
- d) Within 30 days of the effective date of this Order, Respondent shall submit conceptual design for a secondary containment transfer area to the Department for review and approval. The design shall be in compliance with 6 NYCRR Section 599.17(c)(2).
- e) Within 60 days of the effective date of this Order, Respondent shall submit to the Department a certification that the secondary containment transfer area has been constructed in accordance with 6 NYCRR Section 599.17(c)(2) for all tanks at the facility.

MARCH 6, 2013
TOWN BOARD MEETING

ENTRY INTO CONTRACTS FOR VARIOUS SERVICES AS APPROPRIATED IN THE 2013 TOWN BUDGET – AUTHORIZED

WHEREAS appropriations have been made in the 2013 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and

WHEREAS said contracts are on file in the office of the Town Supervisor for the inspection and review of all Town Board members,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to enter into and execute, on behalf of the Town, contracts with the following contractors for the services indicated in an amount not to exceed that set forth below:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed Amount</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 698,000.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$ 1,603,853.00
Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 490,000.00
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 210,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 12,200.00
Mahopac Sports Assoc.	Recreational Services	\$ 26,000.00
Putnam Humane Society	Dog Shelter Services & Dog Control Services	\$ 50,635.00
Literary Union Reed Memorial	Library Services	\$195,000.00
Mahopac Library	Library Services	\$ 25,000.00

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 ENTITLED "KOHL SEMINARY LLC VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 55.6-1-7 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index Nos 2357/2010, 2217/2011 and 1771/2012, certain lawsuits entitled “Kohl Seminary LLC vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel in regard to reducing the assessment of certain real property known and designated as Town of Carmel Tax Map No. 55.6-1-7 on the 2010 through 2012 tax rolls; and

**MARCH 6, 2013
TOWN BOARD MEETING**

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt explained that the previous resolution and the following eight resolutions are settlements of certiorari cases which involve commercial properties or three family residences that are settled in court. He noted that the school district will pay more for the settlements and that town funds have been allocated in the budget for this purpose. The previous resolution results in a total refund of \$3,387.17.

Blancato Law Offices, P.C.

65 South Broadway

Suite 101

Tarrytown, New York 10591

Tel. (914) 332-5723

E-Mail rblancato@aol.com

Fax (914) 332-5725

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Kohl Seminary LLC v. Carmel
55.6/1/7

Dear Glenn:

The years at issue are 2010, 2011 and 2012. After reviewing petitioners appraisal and your inspection of the property, we agreed upon the following settlement:

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2010	\$452,900.00	\$304,500.00	\$148,400.00
2011	452,900.00	276,700.00	176,200.00
2012	452,900.00	285,000.00	167,900.00

MARCH 6, 2013
TOWN BOARD MEETING

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

SETTLEMENT OF LITIGATION ENTITLED "MAVIS TIRE SUPPLY CORP. VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 86.11-1-9 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under the following Index Numbers:

1032/2003;
1021/2004;
1269/2005;
1470/2006;
1918/2008;
2106/2009;
2152/2010;
2204/2011;

certain lawsuits entitled "Mavis Tire Supply Corp. vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel" in regard to reducing the assessment of certain real property known and designated as, Town of Carmel Tax Map No. 86.11-1-9 on the 2003 through 2011 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: Councilman Schneider
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>

Supervisor Schmitt noted the refund would be \$419.34.

MARCH 6, 2013
TOWN BOARD MEETING

Blancato Law Offices, P.C.

65 South Broadway

Suite 101

Tarrytown, New York 10591

Tel. (914)332-5723

E-Mail rblancato@aol.com

Fax (914)332-5725

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Mavis Tire Supply Corp. v. Carmel
86.11/1/9

Dear Glenn:

The above property is a commercial building. The years at issue are 2003 through 2011. We reviewed the petitioner's proposed appraisal and made substantial adjustments to same, resulting in the following settlement:

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2003	\$450,000.00	\$450,000.00	\$ -0-
2004	450,000.00	450,000.00	-0-
2005	450,000.00	450,000.00	-0-
2006	450,000.00	429,750.00	20,250.00
2007	450,000.00	412,200.00	37,800.00
2008	450,000.00	429,250.00	20,750.00
2009	450,000.00	450,000.00	-0-
2010	450,000.00	450,000.00	-0-
2011	450,000.00	450,000.00	-0-

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

SETTLEMENT OF LITIGATION ENTITLED "BLITMAN MAHOPAC, LLC. VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" FOR TWENTY-NINE PARCELS - AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index Nos 1776/2011 and 1696/2012, certain lawsuits entitled "Blitman Mahopac, LLC vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel in regard to the assessment of twenty-nine parcels of real property within the Town of Carmel for the 2011 and 2012 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the

**MARCH 6, 2013
TOWN BOARD MEETING**

correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

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 noted the refund would be \$4,872.28.

Blancato Law Offices, P.C.
65 South Broadway
Suite 101
Tarrytown, New York 10591

Tel. (914) 332-5723

Fax (914) 332-5725

E-Mail rblancato@aol.com

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Blitman Mahopac LLC v. Carmel
76.10/1/23-30, et al (29 Lots)

Dear Glenn:

The above lots were purchased in December, 2008 for \$2,700,000.00. Based upon adjustments to the sale price on a per lot basis, and the severe downturn in the real estate market, we reached the following settlement:

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2011	\$1,740,000.00	\$1,398,699.00	\$341,301.00
2012	1,740,000.00	1,398,699.00	341,301.00

MARCH 6, 2013
TOWN BOARD MEETING

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

SETTLEMENT OF LITIGATION ENTITLED "LAKE MAHOPAC CONDOMINIUM ASSOCIATION VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 76.30-1-15.101 THRU 15.146 AND 76.30-1-16 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under the following Index Numbers:

1022/2000;
1071/2001;
1252/2002;
1898/2003;
1110/2004;
1333/2005;
1627/2006;
1749/2007;
2036/2008;
2262/2009;
2307/2010;
2251/2011;
2114/2012;

certain lawsuits entitled "Lake Mahopac Condominium Association vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel in regard to reducing the assessment of certain real properties known and designated as, Town of Carmel Tax Map No. 76.30-1-15.101 thru 15.146 and 76.30-1-16; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated February 5, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: Councilman Lupinacci

Seconded by: Councilman Schneider & Councilwoman McDonough

MARCH 6, 2013
TOWN BOARD MEETING

<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 the refund would be \$14,479.96 for an eleven year period.

Blancato Law Offices, P.C.
65 South Broadway
Suite 101
Tarrytown, New York 10591

Tel. (914)332-5723

Fax (914)332-5725

E-Mail rblancato@aol.com

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

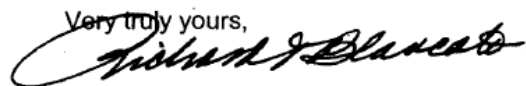
Re: Lake Mahopac Condominium Assoc. v.
Carmel
76.30/1/15.101-15.146; 76.30/1/16

Dear Glenn:

This property is located on East Lake Boulevard. The years at issue are 2000 through 2010. After reviewing information submitted by petitioner, we negotiated the following settlement:

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2000	\$2,341,000.00	\$2,341,000.00	\$ -0-
2001	2,341,000.00	2,341,000.00	-0-
2002	2,341,000.00	2,341,000.00	-0-
2003	2,341,000.00	2,341,000.00	-0-
2004	2,366,700.00	2,366,700.00	-0-
2005	2,366,700.00	2,130,030.00	236,670.00
2006	2,366,700.00	1,893,360.00	473,340.00
2007	2,366,700.00	1,893,360.00	473,340.00
2008	2,366,700.00	1,893,360.00	473,340.00
2009	2,366,700.00	1,893,360.00	473,340.00
2010	2,366,700.00	1,893,360.00	473,340.00

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,

Richard T. Blancato

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

MARCH 6, 2013
TOWN BOARD MEETING

SETTLEMENT OF LITIGATION ENTITLED "SOUTH LAKE BLVD. REALTY VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 75.44-1-65 AND 75.44-1-66 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under the following Index Numbers:

1307/2005;
1671/2006;
1721/2007;
2079/2008;
2042/2009;
2327/2010;

certain lawsuits entitled "South Lake Blvd. Realty. vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel in regard to reducing the assessment of certain real property known and designated as, Town of Carmel Tax Map No. 75.44-1-65 and 75.44-1-66 on the 2005 through 2010 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt noted that the refund would be \$1,627.05 for a six year period.

Blancato Law Offices, P.C.
65 South Broadway
Suite 101
Tarrytown, New York 10591

Tel. (914)332-5723
Fax (914)332-5725

E-Mail blancato@aol.com

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

**MARCH 6, 2013
TOWN BOARD MEETING**

Re: South Lake Boulevard Realty, Inc. v.
Carmel
75.44/1/65 and 66

Dear Glenn:

The years at issue are 2005 through 2010. After reviewing petitioner's appraisal, we agreed on the following settlement, which equals the equalized value of \$2,000,000.00 for the years 2006, 2007 and 2008. The years 2005, 2009 and 2010 remain unchanged. The settlement is as follows:

75.44/1/65

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2005	\$469,400.00	\$469,400.00	\$ -0-
2006	469,400.00	421,600.00	47,800.00
2007	469,400.00	404,300.00	65,100.00
2008	469,400.00	445,800.00	23,600.00
2009	469,400.00	469,400.00	-0-
2010	469,400.00	469,400.00	-0-

Glenn Droese, Assessor
Re: South Lake Blvd.

January 7, 2012
Page Two

75.44/1/66

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2005	\$594,000.00	\$594,000.00	\$ -0-
2006	594,000.00	533,400.00	60,600.00
2007	594,000.00	511,700.00	82,300.00
2008	594,000.00	564,200.00	29,800.00
2009	594,000.00	594,000.00	-0-
2010	594,000.00	594,000.00	-0-

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

SETTLEMENT OF LITIGATION ENTITLED "VALVOLINE INSTANT OIL CHANGE CORP. VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 65.10-1-49.1 - AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under the following Index Numbers:

1163/2005;
1473/2006;

MARCH 6, 2013
TOWN BOARD MEETING

1414/2007;
2014/2009;
2059/2010;
1728/2011;
1561/2012;

certain lawsuits entitled "Valvoline Instant Oil Change Corp. vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel" in regard to reducing the assessment of certain real property known and designated as, Town of Carmel Tax Map No. 65.10-1-49.1 on the 2005 through 2012 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lombardi

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

Supervisor Schmitt noted the refund amount would be \$11,561.37 for a seven year period.

Blancato Law Offices, P.C.
65 South Broadway
Suite 101
Tarrytown, New York 10591

Tel. (914) 332-5723
Fax (914) 332-5725

E-Mail: rblancato@aol.com

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Valvoline Instant Oil Change v. Carmel
65.10-1-49.1

Dear Glenn:

The above property is a commercial building. The years at issue are 2003 through 2011. We reviewed the petitioner's proposed appraisal and made substantial adjustments to same, resulting in the following settlement:

MARCH 6, 2013
TOWN BOARD MEETING

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2005	\$670,000.00	\$392,625.00	\$277,375.00
2006	630,000.00	358,125.00	271,875.00
2007	630,000.00	343,500.00	286,650.00 286,500 ²⁰⁷
2008	630,000.00	378,750.00	251,250.00
2009	630,000.00	402,000.00	228,000.00
2010	630,000.00	406,000.00	224,000.00
2011	630,000.00	406,000.00	224,000.00
2012	630,000.00	406,000.00	224,000.00

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

SETTLEMENT OF LITIGATION ENTITLED "CELESTIAL NEW YORK PROPERTIES, INC. VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 64.18-1-17 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index No. 13224/2001 a certain lawsuit entitled "Celestial New York Properties, Inc. vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel" in regard to reducing the assessment of certain real property known and designated as, Town of Carmel Tax Map No. 64.18-1-17 on the 2011 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 31, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

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>

MARCH 6, 2013
TOWN BOARD MEETING

Supervisor Schmitt noted the refund amount would be \$334.92.

Blancato Law Offices, P.C.
65 South Broadway
Suite 101
Tarrytown, New York 10591

Tel. (914) 332-5723
Fax (914) 332-5725

E-Mail rblancato@aol.com

January 31, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Celestial New York Properties, Inc. v.
Town of Carmel
Tax I.D. - Sec. 64.18 Bl. 1 Lot 17
Index No.: 13224/2011

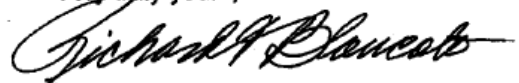
Dear Glenn:

The above property is a one-family house which sold for \$225,000.00. The only year involved is 2011. The 2012 assessment was placed on the Assessment Roll as \$145,625., which reflects a value of \$242,708.00. We agreed to the same assessment for 2011, which equates to a value of \$250,000.00. The settlement is as follows:

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2011	\$194,400.00	\$145,625.00	\$48,775.00

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

SETTLEMENT OF LITIGATION ENTITLED "PROVIDENT BANK VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 55.10-1-13 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index Nos. 2360/2011 and 1639/2012 certain lawsuits entitled "Provident Bank vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel" in regard to reducing the assessment of certain real property known and designated as, Town of Carmel Tax Map No. 55.10-1-13 on the 2011 and 2012 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

**MARCH 6, 2013
TOWN BOARD MEETING**

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

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>

Supervisor Schmitt noted the refund would be \$1,923.64 for a two year period.

Blancato Law Offices, P.C.

65 South Broadway

Suite 101

Tarrytown, New York 10591

Tel. (914) 332-5723

E-Mail rblancato@aol.com

Fax (914) 332-5725

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Provident Bank v. Town of Carmel
55.10/1/13

Dear Glenn:

The above property is a bank building with offices upstairs. The years at issue are 2011 and 2012. We reviewed the petitioner's appraisal and had issues with it. After numerous negotiations, we agreed on the following settlement:

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2011	\$1,241,500.00	\$1,106,750.00	\$ 134,750.00
2012	1,241,500.00	1,106,750.00	134,750.00

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

MARCH 6, 2013
TOWN BOARD MEETING

SETTLEMENT OF LITIGATION ENTITLED "THE RETREAT AT CARMEL VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL" TAX MAP # 55.14-1-11.1, 11.2, AND 11.3 – AUTHORIZED

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index Nos. 1760/2011 and 1657/2012 certain lawsuits entitled "The Retreat at Carmel vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel" in regard to reducing the assessment of certain real property known and designated as, Town of Carmel Tax Map Nos. 55.14-1-11.1, 11.2 and 11.3 on the 2011 and 2012 tax rolls; and

WHEREAS a proposed settlement of the litigation has been negotiated by Glen Droese, Town Assessor, and special counsel Richard Blancato, who have recommended approval of the proposed settlement in accordance with the correspondence from Special Counsel dated January 7, 2013 attached hereto and made part hereof;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation and any other open litigation concerning the assessment of the aforesaid real property as recommended; and

BE IT FURTHER RESOLVED that Special Counsel Richard Blancato is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and corresponding consent judgment reflecting the terms of the settlement.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

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

Supervisor Schmitt noted the refund would be \$44,908.37.

Blancato Law Offices, P.C.
65 South Broadway
Suite 101
Tarrytown, New York 10591

Tel. (914) 332-5723
Fax (914) 332-5725

E-Mail: rblancato@aol.com

January 7, 2013

Glenn Droese, Assessor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: The Retreat at Carmel HOA, Inc. v.
Carmel *vs. D&D*
55.14/1/11.1; 55.14/1/11.2; 55.14/1/11.3

MARCH 6, 2013
TOWN BOARD MEETING

Dear Glenn:

There was a mistake made in the original assessment of the subdivision. This settlement is to rectify the mistake made, which resulted in a portion of the property being assessed twice. There is only one year at issue. The settlement is as follows:

55.14/1/11.1

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2011	\$6,750,000.00	\$5,880,000.00	\$870,000.00

55.14/1/11.2

<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2011	\$5,250,000.00	\$ -0-	\$5,250,000.00

55.14/1/11.3

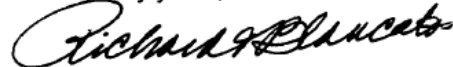
<u>Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2011	\$2,700,000.00	\$2,280,000.00	\$420,000.00

Glenn Droese, Assessor
Re: The Retreat at Carmel

January 7, 2013
Page Two

I recommend that this settlement be approved. The settlement is without interest provided payment of the refund is made within sixty (60) days after service of the Order with Notice of Entry.

Very truly yours,



Richard T. Blancato

RTB/mb

cc: Gregory L. Folchetti,
Town Attorney
Town of Carmel

EXECUTION OF AGREEMENT BETWEEN CSEA, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF CARMEL UNIT, PUTNAM COUNTY, LOCAL 840 AND THE TOWN OF CARMEL IN REGARD TO CONTRACT NEGOTIATIONS FOR FISCAL YEARS 2011 AND 2012 - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes execution of the agreement between CSEA, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF CARMEL UNIT, PUTNAM COUNTY, LOCAL 840 AND THE TOWN OF CARMEL in regard to contract negotiations for fiscal years 2011 and 2012, signed on behalf of the Union February 28, 2013, and hereby authorizes the Town Supervisor to sign said Agreement on behalf of the Town of Carmel in form as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Schneider

Seconded by: Councilman Lupinacci

MARCH 6, 2013
TOWN BOARD MEETING

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

AGREEMENT

BY AND BETWEEN THE

TOWN OF CARMEL
AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 840, AFSCME, AFL-CIO,
THE CERTIFIED UNION FOR THE TOWN OF CARMEL UNIT

JANUARY 1, 2011 - DECEMBER 31, 2012

TABLE OF CONTENTS

ARTICLE I. RECOGNITION.....	1
ARTICLE II. STATEMENT OF POLICY AND PURPOSE	2
ARTICLE III. EMPLOYEE ORGANIZATION RIGHTS	3
ARTICLE IV. WORKDAY AND WORKWEEK - PAYROLL PERIOD – OVERTIME.....	5
ARTICLE V. EMPLOYEE RIGHTS AND BENEFITS.....	6
ARTICLE VI. LEAVE WITH PAY	6
ARTICLE VII. PENSION, HEALTH, DISABILITY, DENTAL AND OPTICAL INSURANCE ...	11
ARTICLE VIII. UNIFORM ALLOWANCE	12
ARTICLE IX. DISCIPLINARY AND GRIEVANCE PROCEDURE.....	12
ARTICLE X. SALARIES.....	14
ARTICLE XI. CONFORMITY WITH LAW	14
ARTICLE XII. DURATION	15
JOB TITLES AND GROUP.....	16
APPENDIX "A" EFFECTIVE 1/1/11 -- 12/31/11	
APPENDIX "B" EFFECTIVE 1/1/12 -- 12/31/12	
APPENDIX "C" RULES FOR SALARY SCHEDULE	

MARCH 6, 2013
TOWN BOARD MEETING

ARTICLE I. RECOGNITION

The Town of Carmel ("Town") hereby recognizes the Civil Service Employees Association, Inc., Local 840, AFSCME, AFL-CIO, the certified union for the Town of Carmel Unit ("Union") as the exclusive representative for collective negotiations with respect to the terms and conditions of employment and the processing of grievances of the unit employees, such unchallenged representation status to continue for the maximum period allowed by law, in a unit consisting of the following titles:

- Account Clerk
- Account Clerk II
- Account Clerk/Stenographer
- Account Clerk/Typist
- Account Keeping & Computer Operations Supervisor
- Assistant Court Clerk
- Assistant Civil Engineer
- Assistant Director, Parks and Recreation
- Assistant Payroll Clerk
- Assistant Planner
- Assessment Assistant
- Building Maintenance Worker
- Civilian Dispatcher
- Cleaner
- Clerk
- Clerk to Town Court
- Clerk to Town Justice
- Director of Codes Enforcement
- Engineer Projects Coordinator
- Junior Engineer
- Parks Maintenance Supervisor
- Parks Maintenance Worker
- Property Compliance Officer
- Real Property Appraiser
- Real Property Data Collector
- Receptionist
- Recreation Supervisor
- Senior Account Clerk
- Senior Clerk
- Senior Real Property Appraiser
- Senior Recreation Leader
- Senior Stenographer
- Senior Typist
- Stenographer
- Town Codes Enforcement Officer
- Typist
- Zoning Inspector

The following titles and positions are excluded from the unit:

Annually Appointed Stipend Positions of Deputy Tax Receiver, Appointed Board, Commission and Agency Members, Confidential Secretary to the Supervisor & Town Board

- Elected Officials
- Deputy Town Clerk/Bookkeeper
- Deputy Director - Parks and Recreation
- Highway Department Employees
- Non-Civilian Police Department Employees
- Recreation Director
- Recycling Employees
- Seasonal & Part-Time (less than 20 hours per week) Employees
- Town Assessor
- Town Attorney

In the event the current title of Cleaner becomes vacant as a result of transfer, resignation or discharge, the Town shall have the right to retain an outside contractor to provide cleaning services for Town buildings and facilities.

**MARCH 6, 2013
TOWN BOARD MEETING**

In the event new titles are created by the employer, the Union shall be informed within 15 days.

The following positions have been terminated:

- (a) Water and Sewer Maintenance Worker
- (b) Water and Sewer Treatment Plant Operator
- (c) Chief Water Treatment Plant Operator
- (d) Deputy Water and Sewer Plant Superintendent
- (e) CETA Employees
- (f) Administrative Head of Water & Sewer

The Union further recognizes the Town's right to subcontract the work previously performed by employees in these former positions. However, the Town agrees that, if it should choose to reinstate these positions at any time in the future, these positions shall be reincorporated in the bargaining unit covered by the Agreement.

ARTICLE II. STATEMENT OF POLICY AND PURPOSE

- A. It is the policy of the Town and the Union to continue harmonious and cooperative relationships with the employees and to insure the orderly and uninterrupted operation of the Town. This policy is effectuated by the provisions of the Public Employees Fair Employment Act granting public employees the right of organization and collective representation concerning the determination of the terms and conditions of their employment.

2

- B. The Town and the Union now desire to enter into an Agreement reached through collective negotiations which will have for its purposes, among others, the following:
- 1. To recognize the legitimate interests of the employees;
 - 2. To promote fair and reasonable working conditions;
 - 3. To promote individual efficiency and service;
 - 4. To avoid interruption or interference with efficient operation of the Town;
 - 5. To provide a basis for the informal adjustment of grievances whenever feasible.
- C. The Town and the Union shall annually appoint, by March 1, two representatives each to a Labor Management Committee. This Committee shall meet as needs arise, at a mutually agreeable time, to discuss issues relevant to the administration of the contract and issues of health and safety. Where appropriate, the Committee's recommendations shall be expeditiously forwarded to the Town Board for its consideration.

ARTICLE III. EMPLOYEE ORGANIZATION RIGHTS

- A. Exclusive Negotiations with the Union: The Town will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of Unit employees.
- B. Credit Union and Insurance Deductions
- 1. An employee may request that a portion of his/her salary be deposited with Putnam Federal Credit Union and/or sent to the Union for Union-authorized insurance policies. The Town will deduct the amount of money specified by the employee and transmit it directly to the credit union and/or the Union.
 - 2. Employees who wish to participate in these plans, must complete a payroll deduction authorization form. Employees may enroll in these plans at any time during the year. Once an employee enrolls in these plans, he/she may revoke the payroll deduction authorization at any time. The Town will process enrollments and withdrawals within forty-five (45) days after receiving written notification of the enrollment or withdrawal.

**MARCH 6, 2013
TOWN BOARD MEETING**

C. Payroll Deductions

1. The Union shall have the right to exclusive payroll deductions of membership dues and no other employee organization shall be afforded such privilege. Town shall remit dues deductions to the Union, 143 Washington Avenue, Albany, New York. Should the amount of the deduction be altered, the Union shall notify the Town in writing.

3

2. The Town agrees that, upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make bi-weekly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership, together with a list of employees from whose wages such deductions have been made, within the ten (10) days after the last day of the month for which deductions were made.
3. The Town agrees to deduct from the wages of those employees to which this Agreement is applicable and who have not executed deduction authorization cards, an amount equivalent to the dues deductions of those employees who are members of the Union and who have executed deduction authorization cards. Such monies shall be forwarded to the Union, as an agency shop fee, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

- D. Union Business Leave: The CSEA Unit President or his/her designee shall be allowed up to a maximum of two (2) working days per year (Town's fiscal year), with no loss of pay, to conduct Union business which cannot be conducted during non-working hours. Application for the use of such leave must be made to the Town Supervisor at least one (1) week in advance of the requested day off, except when such advance notice is not possible. Such leave will be granted subject to the operational needs of the Town when it is administratively feasible to grant such leave.
- E. Bulletin Boards: The Town agrees to make available bulletin board space for use by the Union, one to be located in the Town Hall and another in the Recreation Building. Materials shall be limited to matters which deal with Union business and/or notices. No material shall be placed on such bulletin boards which is defamatory, relates to an illegal subject, or is politically oriented. The CSEA Unit President shall consult with the Town Supervisor prior to posting any such notices.
- F. Meeting Space: The Town may, upon reasonable notice of the need therefore, provide meeting space for the Union in the Town Hall during non-working hours, as long as such a meeting does not conflict with other Town business.
- G. Employee List: The Town shall furnish the CSEA Unit President with a complete list of the names, seniority, and titles of all Unit employees each year, upon request, with reasonable advance written notice.
- H. Leave of Absence Information: Upon the request of the employee, the Town shall provide any employee who is going on authorized leave without pay with information regarding continuation of applicable benefit coverages.

4

**MARCH 6, 2013
TOWN BOARD MEETING**

ARTICLE IV. WORKDAY AND WORKWEEK - PAYROLL PERIOD – OVERTIME

A. Workday and Workweek

1. a. The regular workweek for Town Hall employees shall be: five (5) days per week, Monday through Friday, eight (8) hours per day, 8:30 a.m. to 4:30 p.m., including one (1) hour for lunch.
- b. The Town shall have the right to schedule Civilian Dispatchers to any current forty (40) hour shift or to any newly created forty (40) hour shift within a seven (7) day workweek, including one (1) hour for lunch.
- c. The regular workweek for Highway employees who are members of the CSEA shall be five (5) days per week, Monday through Friday, eight (8) hours per day 7:30 a.m. to 3:30 p.m., including one (1) hour for lunch.
- d. The regular workweek for the Police Secretary shall be five (5) days per week, Monday through Friday, eight (8) hours per day 8:00 a.m. to 4:00 p.m., including one (1) hour for lunch.
2. Effective upon the execution of this Agreement, the regular work schedule for Parks and Recreation Department employees shall be based upon a two-week payroll period. During the two-week period, employees shall work eighty (80) hours at straight time, to be scheduled by the Director of the Parks and Recreation Department. After completion of eighty (80) hours of work in the two-week period, an employee shall be entitled to overtime pay.

B. Payroll Period: Employees will be paid on a bi-weekly basis.

C. Overtime

1. Employees shall be paid time and one-half their regular hourly rate of pay for all hours worked in excess of the regular workweek. Unless otherwise provided above, employees will be paid double time their regular hourly rate of pay for hours worked on Sunday, only if Sunday is not their regularly scheduled workday or for the seventh (7th) consecutive day of work. The hourly rate for overtime will be computed at 1/40th of the employee's normal weekly earnings. There shall be no pyramiding of overtime.

All bargaining unit personnel shall have the option of receiving payment or compensatory time at the appropriate overtime rate.

2. Paid leave time as specified elsewhere in this Agreement shall be considered as time worked for the purpose of computing overtime.
3. The Town will use its best efforts to pay overtime in the pay period subsequent to the pay period in which it was earned, as long as the overtime hours worked have been submitted within the pay period earned.

ARTICLE V. EMPLOYEE RIGHTS AND BENEFITS

- A. Seniority:** An employee's seniority shall be determined from the date of original hire to a full-time position within the Unit and shall apply to vacation scheduling. Employees will be granted seniority credit for prior part-time service within the Town of Carmel. Such credit will apply in calculating longevity and vacation entitlement. Such part-time service shall be credited pro rata. An employee shall be considered to be in the continuous service of the Town unless he/she are in an unpaid leave status for six (6) months or more, at which time any unpaid leave time in excess of six (6) months shall be considered to be a break in service and such time shall not be considered for the purpose of seniority or salary increase. An employee who is in an unpaid status for one (1) month or more shall not accrue credit for such unpaid time for any benefits including, but not limited to, sick leave and vacation.

MARCH 6, 2013
TOWN BOARD MEETING

- B. Notice of Vacancies: All jobs and promotional opportunities and job openings shall be conspicuously posted in all departments for fifteen (15) calendar days on bulletin boards readily accessible to all employees within the Town, prior to the examination or the filling of the positions. In addition, the Unit President shall be notified of such vacancies or positions to be filled. Any eligible Unit member may apply.
- C. Layoffs: The Town will attempt to provide any employee to be laid off with at least one (1) month's notice thereof, whenever possible.
- D. Personnel Folders: An employee shall have the opportunity to review those documents in his or her personnel folder which relate to the employee's employment with the Town, in the presence of the supervisor, upon three (3) business days written notice to the Town, if the supervisor is available within that time. The employee will be allowed to place in his/her file a response of a reasonable length to any document contained in the file which the employee deems to be adverse.

ARTICLE VI. LEAVE WITH PAY

A. Holidays

1. The following thirteen (13) days shall be paid holidays for all employees:

New Year's Day	Christmas Day
Martin Luther King's Birthday	Presidents Day
Lincoln's Birthday	Good Friday
Memorial Day	Independence Day
Thanksgiving Day	Labor Day
Day after Thanksgiving	Columbus Day
	Veteran's Day

6

4. The Town, at its discretion, may assign mandatory overtime to Civilian Dispatchers.
- D. Mileage Reimbursement: Authorized Unit employees of the Town shall receive the mileage reimbursement rate as established by Town Board resolution.

ARTICLE V. EMPLOYEE RIGHTS AND BENEFITS

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MARCH 6, 2013
TOWN BOARD MEETING

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ARTICLE VI. LEAVE WITH PAY

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New Year's Day	Christmas Day
Martin Luther King's Birthday	Washington's Birthday

6

Lincoln's Birthday	Good Friday
Memorial Day	Independence Day
Thanksgiving Day	Labor Day
Day after Thanksgiving	Columbus Day
	Veteran's Day

2. An employee whose day off occurs on one of the holidays listed above shall receive another day off in its place. An employee who works on a holiday specified above shall receive another day off in its place or time and one-half the hourly rate of pay for the hours worked on the holiday.
3. In general, if a holiday falls on a Saturday, it will be celebrated on Friday. In general, if a holiday falls on a Sunday, it will be celebrated on Monday.
4. On Election Day (the first Tuesday after the first Monday in November) Town Hall employees will be allowed to leave work at 4:00 p.m. with no loss in pay. Other bargaining Unit employees will be allowed to leave work one hour prior to their normal quitting time by arrangement with their immediate supervisor.

B. Vacation

1. An employee's vacation entitlement shall be based upon the employee's original date of hire as a full-time employee of the Town of Carmel.
2. Employees will be entitled to vacation with pay based on the following schedule:
- | | |
|---|---------|
| After one year of continuous service to the Town of Carmel | 2 weeks |
| After three years of continuous service to the Town of Carmel | 3 weeks |
| After five years of continuous service to the Town of Carmel | 4 weeks |
| After ten years of continuous service to the Town of Carmel | 5 weeks |
3. Employees may be allowed to carry over one week of vacation to the following year upon the prior approval of the employee's supervisor. No more than one week of vacation may be carried over at any one time. Vacation time may not be converted to cash. If an employee is terminated prior to his/her anniversary date, the employee is not entitled to vacation pay for his/her final months of service from the preceding anniversary date.
4. Unused vacation will be paid on retirement, death or voluntary separation, to the person or estate, as applicable.

**MARCH 6, 2013
TOWN BOARD MEETING**

- C. Bereavement Leave: An employee shall be entitled to up to four (4) days of paid bereavement leave in the event of the death of a member of the employee's immediate family—mother, father, spouse, child, stepchild, brother or sister, step-parent and member of household. In the event of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or grandparent, the employee will be entitled to up to two (2) days of bereavement leave with pay.
- D. Personal Leave: Each employee shall be entitled to up to three (3) days of paid personal leave due to a compelling personal reason. It shall be the duty of the employee to notify, as far in advance as possible of such absence, his/her department head or the supervisor. Employees are permitted to carry over three (3) personal leave days to the following year with a maximum accumulation of six (6) days.
- E. Jury Duty: Employees shall be granted a leave of absence with pay to serve on jury duty. Any per diem compensation received by the employee for such service on jury duty shall be turned over to the Town of Carmel.
- F. Volunteer Firemen - Civil Defense Duties: Any Unit employee (except Civilian Dispatchers) who is a volunteer fireman with one of the fire departments which service the Town of Carmel shall receive wages for any time absent from normal work hours to respond to a fire or ambulance emergency call. In all cases where an employee is absent for more than two hours, the employee shall submit satisfactory written documentation signed by the Chief of the Fire Department, or any officer in attendance at the fire, stating that the employee was absent from normal work hours to respond to a fire or ambulance emergency call as well as the actual time spent in responding to the emergency call. In cases where the employee is absent for less than two hours, the Town may require the employee to submit satisfactory written documentation, signed by the Chief of the Fire Department, or any officer in attendance at the fire, stating that the employee was absent from normal work hours to respond to a fire or ambulance emergency call as well as the actual time spent in responding to the emergency call.
- G. Sick Leave
 - 1. Each Unit employee will be entitled to fifteen (15) days of sick leave per year. An employee will be allowed to accumulate unused sick leave from year to year up to a maximum of two hundred (200) days. Sick leave may only be used for personal illness or the illness of a family member. The Town reserves the right to request a doctor's certification after three (3) days of absence.
 - 2. In the case of catastrophic illness only, the Town Board may, upon the recommendation of the Town Supervisor, allow an employee, who has exhausted his/her accumulated sick leave, to borrow, against their future sick leave entitlement up to a maximum of ten (10) days. If an employee leaves Town service prior to working enough time to "make up" such borrowed days, any borrowed days owed to the Town shall be deducted from the employee's last paycheck.

In the case of catastrophic illness only, in the event an employee is unable to return to work on regular or light-duty status and has exhausted his/her accumulated sick leave, then he/she may apply to the Labor Management Committee for permission to solicit fellow employees, who are members of the Unit, for donations of accumulated unused sick leave. Permission shall be granted only in the case of hardship. If, in the sole discretion of the Labor Management Committee, such permission is granted, a solicitation for contributions of accumulated unused sick leave from fellow employees, who are members of the Unit, shall be initiated. All decisions of the Labor Management Committee shall be final and shall not be subject to the grievance procedures of this agreement. Contributions of accumulated unused sick leave by fellow employees, who are members of the Unit, shall be entirely voluntary, shall be in writing signed by the donor employee, shall be in minimum increments of one hour and shall be credited to the donee employee on a pro-rata basis in the same proportion that the base annual salary of the donor

MARCH 6, 2013
TOWN BOARD MEETING

employee bears to the base annual salary of the donor employee. (For purposes of illustration, if the donor employee has a base annual salary of \$15,000 and the donee employee has a base annual salary of \$10,000, then each hour of accumulated unused sick leave donated by and deducted from the donor employee's accumulated unused sick leave shall be credited to the donee employee's accumulated unused sick leave as one and one-half hours. Similarly, if the donor employee has a base annual salary of \$10,000 and the donee employee has a base annual salary of \$15,000, then each hour of accumulated unused sick leave donated by and deducted from the donor employee's accumulated unused sick leave shall be credited to the donee employee's accumulated unused sick leave as two-thirds of an hour.)

- 3. When an employee is separated from Town service, the employee will, upon such separation, be entitled to cash in up to two hundred (200) days of accumulated unused sick leave in accordance with the following schedule:

Portion of Accumulated Days
for which Reimbursement
Years of Employment will be made*

After 5 years of continuous service	40%
After 10 years of continuous service	50%
After 15 years of continuous service	60%
After 20 years of continuous service	75%

9

*The number of days for which payment shall be made shall be rounded up to the next full day, if the percentage applied to the accumulation results in a fractional part of a day. Payments shall be made at the employee's then current base rate of pay without the addition of overtime, etc.

- 4. If an employee with at least five (5) years of continuous service dies while employed by the Town of Carmel, the employee's beneficiary would receive payment for accumulated unused sick leave in accordance with the schedule laid out for cashing in unused sick leave upon retirement. In the event that an employee has not reached the tenth anniversary, the 50% reimbursement of accumulated sick days would be paid.
- 5. In the event of a work related illness/injury, the Town agrees to expedite the processing of all necessary paper work to insure the employee receives all necessary benefits in a timely fashion in accordance with the Workmen's Compensation Law. Employees who utilize their own accruals during a work related illness/injury shall be recredited for such time utilized upon payment to the Town by the carrier for such time on a day for day basis at the State Compensation Rate. Should an employee exhaust accruals at the time of or during the illness/injury, he/she may solicit for such days as needed under Section VI, G.2.

During any period of work related illness/injury, the employee shall continue to be entitled to receive health benefits, optical benefits, dental benefits and service credit for purposes of seniority and retirement during any leave of absence granted by the Board. The parties recognize that Civil Service Law Section 71 is applicable to any leave of absence granted.

**MARCH 6, 2013
TOWN BOARD MEETING**

6. An employee who has been on sick leave for ten (10) days or more may request to return to work on a part-time basis, i.e. four hours per day including one-half hour for lunch, and shall be permitted to do so provided he/she submits a physician's report indicating a diagnosis, a prognosis and a statement that the employee can return to work on a part-time basis of four hours per day including one-half hour for lunch.

The employee shall be permitted to utilize any available accumulated unused leave with pay in order to earn full pay while on part-time status. If no such accumulated unused leave with pay is available, then the employee shall be paid one-half his/her normal salary. No return to work for less than four hours per day including one-half hour for lunch shall be permitted. In no event shall light-duty status continue for more than ninety (90) working days.

- H. Snow Days and/or Emergency Closing: In any case when the Town Supervisor or his designee closes the Town Hall during the normal work day, or dismisses employees early due to inclement weather and/or other related emergency, employees shall be paid without charge to any leave accruals. Employees who cannot report to work on inclement weather days shall notify the Town prior to the start of the shift and shall be allowed to use personal leave or vacation leave.

10

ARTICLE VII. PENSION, HEALTH, DISABILITY, DENTAL AND OPTICAL INSURANCE

- A. Pension: The Town will continue to provide the Unit employees with retirement benefits under Section 41(J) of the New York Employees' Retirement System.
- B. Health Insurance: The Town will continue to provide the Unit employees and their dependents with a health insurance program through the statewide plan which shall include hospitalization, medical-surgical protection and major medical coverage.

Employees completing fifteen (15) years with the Town will continue the same health insurance contribution as of the date of retirement when they retire, if they retire from the Town under the terms of the Retirement Act.

All employees hired on a full-time basis prior to August 1, 1992, will receive 100% fully paid individual or family health insurance. Employees hired on a full-time basis after August 1, 1992 shall receive 100% fully paid individual health insurance.

Effective on the first full payroll period following June 21, 2006, any unit member hired on or after August 1, 1992, but prior to June 21, 2006, shall contribute 25% of the difference between family health insurance premiums and individual health insurance premiums.

Any unit member hired on or after June 21, 2006, shall contribute 25% towards the cost of family health insurance premiums.

In the event that the Union can recommend a plan that meets the economic needs of the Town and the coverage needs of Unit members, the Town agrees to meet and confer about substitution of plans.

In the event that the County offers a countywide health insurance plan, the Town agrees to meet with the Union to consider substitution.

Members of the Unit who withdraw from the Town's plan during the life of the Agreement shall receive the following:

1. \$1,000.00 on the first day of the thirteenth (13th) month following the month of withdrawal and every twelfth (12th) month thereafter if they were receiving individual coverage and provided they have remained uncovered under the Town's plan for the twelve (12) consecutive months immediately preceding any payment due under this provision;

**MARCH 6, 2013
TOWN BOARD MEETING**

2. \$2,500.00 on the first day of the thirteenth (13th) month following the month of withdrawal and every twelfth (12th) month thereafter if they were receiving family coverage and provided they have remained uncovered under the Town's

11

plan for the twelve (12) consecutive months immediately preceding any payment due under this provision;

No member may withdraw unless the member can prove that he/she is covered under another plan. Nothing contained herein shall preclude a member from re-entering the Town's plan if they no longer have comparable coverage under a spouse's plan.

The Town may change carriers to another plan providing comparable or greater coverage to the statewide plan as it existed on December 31, 1987. Prior to making a change, the Town shall notify the Union in writing at least sixty (60) days prior to the contemplated change.

In the event of a dispute as to the coverage of the new plan, the Union may demand expedited arbitration of the issue within thirty (30) days of receiving said notification. The Union and the Town agree that an arbitration shall be heard within thirty (30) days of the Demand for Arbitration and concluded before the plan is changed.

- C. Disability Insurance: The Town will continue to implement and provide New York State Disability Insurance to the employees in the Unit.
- D. Dental Insurance: The Town will increase funding to cover the full cost of the current CSEA EBF dental plan (Dutchess Dental Plan).
- E. Optical Insurance: The Town will increase funding to cover the cost of the current CSEA EBF optical plan (Platinum 12 Plan).

ARTICLE VIII. UNIFORM ALLOWANCE

The following Unit employees shall be entitled to receive a uniform allowance of \$500 each fiscal year:

- Building Maintenance Worker
- Cleaner
- Junior Engineer
- Park Maintenance Worker
- Assistant Supervisor, Parks and Recreation

Said allowance will be made in the first full paycheck after January 1 each year.

ARTICLE IX. DISCIPLINARY AND GRIEVANCE PROCEDURE

- A. Abuse by the employee of any of the provisions of this contract shall be subject to disciplinary action by the Town.

12

**MARCH 6, 2013
TOWN BOARD MEETING**

- B. Disciplinary action, appeals therefrom, and all related matters shall be pursuant to Sections 75 and 76 of the New York State Civil Service Law.
- C. Any dispute arising concerning the interpretation or application of the terms of this contract, or the rights claimed to exist thereunder, shall be the subject of a grievance and shall be processed in accordance with the following procedure.
- D. The grievant(s) shall have the right to be represented in any step of the procedure by anyone of his/her choice.
- E. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the settlement shall be reduced to writing signed by both parties and immediately implemented.
- F. Where a grievance involves an act or condition over which an immediate supervisor lacks power or authority to act, the grievance may be initiated at the step "K" of the procedure.
- G. Where the employer fails to answer at any step of the grievance procedure within the specified time limits, the grievance may then be moved onto the next higher step by the grievant(s) or his/her representative.
- H. Only an employee may file a grievance. The Association may not file a grievance.
- I. An employee and/or the President of the Union may discuss grievances with the appropriate department head and/or the Town Supervisor during normal working hours.
- J. Any Unit employee who has a grievance may present the grievance in writing to his department head within twenty (20) working days of the act or condition on which it is based, or within twenty (20) working days after the employee could reasonably have known of the act or condition giving rise to said grievance. The department head shall then have ten (10) working days to give his/her decision in writing to the grievant from the time the grievance has been submitted.
- K. If the grievance is not settled at the step "J", the grievant may then submit his grievance to the Town Supervisor within ten (10) working days after the receipt of the decision at step "J". The Town Supervisor may call a conference with the grievant and his/her representative and will render his decision within ten (10) working days from the time the grievance is submitted to him.
- L. In the event that such grievance is not then settled in step "K", either party, no later than sixty (60) working days after presentation under step "K" may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement.

13

All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of the services of the arbitrator will be divided equally between the Town and the Union.

ARTICLE X. SALARIES

General: Base annual salaries do not include longevity, overtime or any other form of premium pay.

- A. Salaries: The salaries for employees covered by this Agreement shall be in accordance with the salary schedules attached hereto as Appendix A and Appendix B for calendar years 2011 and 2012 respectively.

Rules for the salary schedule shall be in accordance with Appendix "C" and attached hereto.

MARCH 6, 2013
TOWN BOARD MEETING

- B. Longevity: Employees shall be entitled to the following schedule of longevity payments on their anniversary date of employment with the Town if such service meets the requirements below and has been in continuous service to the Town. The amounts set forth below are not cumulative, and shall be paid in a lump sum on the employee's anniversary date.

At the start of the 5th
year of continuous service.....\$2100

At the start of the 10th
year of continuous service.....\$2300

At the start of the 15th
year of continuous service.....\$2500

At the start of the 20th
year of continuous service.....\$2800

ARTICLE XI. CONFORMITY WITH LAW

- A. Savings Clause: If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of the Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

14

- B. Mandated Provision of the Law: Notice, as provided by Section 204-A of the Civil Service Law as amended;

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XII. DURATION

This contract shall be effective as of January 1, 2011 and shall continue in effect through December 31, 2012 at which time agreement of the parties hereto.

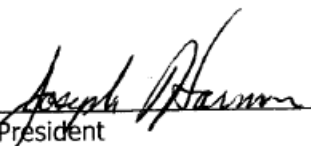
IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives.

TOWN OF CARMEL

BY: _____
Kenneth Schmitt, Supervisor

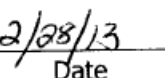
Date

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 840,
AFSCME, AFL-CIO, THE CERTIFIED
UNION FOR THE TOWN OF CARMEL UNIT

BY:  _____
Unit President

 _____
Date

BY:  _____
Labor Relations Specialist

 _____
Date

MARCH 6, 2013
TOWN BOARD MEETING

JOB TITLES AND GROUP

<u>Group</u>	
1	Assistant Court Clerk
1	Clerk
1	Receptionist
1	Typist
2	Account Clerk
2	Account Clerk/Typist
2	Civilian Dispatcher
2	Senior Typist
3	Account Clerk/Stenographer
3	Cleaner
3	Stenographer
3	Clerk to Town Justice
3	Senior Clerk
4	Account Clerk II
4	Assistant Payroll Clerk
4	Building Maintenance Worker
4	Parks Maintenance Worker
4	Senior Stenographer
5	Assessment Assistant
5	Parks Maintenance Supervisor
5	Real Property Data Collector
5	Senior Account Clerk
6	Assistant Planner
6	Senior Recreation Leader (Supervisor)
7	Account Keeping & Computer Operations Supervisor
7	Assistant Director Parks & Recreation
7	Clerk to Town Clerk
7	Property Compliance Officer
7	Real Property Appraiser
8	Junior Engineer
9	Senior Real Property Appraiser
9	Town Codes Enforcement Officer
9	Zoning Inspector
13	Engineering Projects Coordinator
15	Assistant Civil Engineer
15	Director of Codes Enforcement

16

APPENDIX "A"

Effective 1-1-11 through 12-31-11

1.01

<u>Group</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$	37,091.05	\$ 38,251.58	\$ 39,410.64	\$ 39,787.07
2	\$	40,609.85	\$ 41,771.88	\$ 42,930.94	\$ 43,340.11
3	\$	42,557.47	\$ 43,718.01	\$ 44,878.55	\$ 45,302.60
4	\$	46,458.67	\$ 47,620.69	\$ 48,781.23	\$ 49,245.45
5	\$	50,356.88	\$ 51,520.39	\$ 52,576.77	\$ 53,179.37
6	\$	51,573.96	\$ 52,733.01	\$ 53,895.03	\$ 54,405.37
7	\$	52,316.40	\$ 53,478.43	\$ 54,638.97	\$ 55,156.74
8	\$	58,925.52	\$ 60,084.55	\$ 61,242.12	\$ 61,823.87
9	\$	60,115.81	\$ 61,277.83	\$ 62,438.35	\$ 63,032.02
10	\$	69,481.94	\$ 70,645.45	\$ 71,805.99	\$ 72,487.42
11	\$	71,803.00	\$ 72,966.52	\$ 74,127.05	\$ 74,830.81
12	\$	74,124.08	\$ 75,287.59	\$ 76,448.12	\$ 77,174.21
13	\$	76,445.15	\$ 77,608.66	\$ 78,769.21	\$ 79,519.08
14	\$	78,766.23	\$ 79,929.74	\$ 81,090.27	\$ 81,860.99
15	\$	82,011.27	\$ 83,171.80	\$ 84,332.34	\$ 85,134.30

MARCH 6, 2013
TOWN BOARD MEETING

CIVILIAN DISPATCHER

APPENDIX "A-1" Effective 1-1-11 through 12-31-11 1.01

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$ 36,688	\$ 41,579	\$ 45,248	\$ 47,694	\$ 50,140	\$ 52,586

17

APPENDIX "B"

Effective 1-1-12 through 12-31-12 1.01

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$ 37,461.96	\$ 38,634.09	\$ 39,804.74	\$ 40,184.95
2	\$ 41,015.95	\$ 42,189.60	\$ 43,360.25	\$ 43,773.51
3	\$ 42,983.05	\$ 44,155.19	\$ 45,327.34	\$ 45,755.62
4	\$ 46,923.26	\$ 48,096.90	\$ 49,269.04	\$ 49,737.90
5	\$ 50,860.45	\$ 52,035.60	\$ 53,102.54	\$ 53,711.16
6	\$ 52,089.70	\$ 53,260.34	\$ 54,433.98	\$ 54,949.42
7	\$ 52,839.57	\$ 54,013.22	\$ 55,185.36	\$ 55,708.31
8	\$ 59,514.78	\$ 60,685.40	\$ 61,854.54	\$ 62,442.11
9	\$ 60,716.97	\$ 61,890.61	\$ 63,062.74	\$ 63,662.34
10	\$ 70,176.76	\$ 71,351.90	\$ 72,524.05	\$ 73,212.29
11	\$ 72,521.03	\$ 73,696.19	\$ 74,868.32	\$ 75,579.12
12	\$ 74,865.32	\$ 76,040.46	\$ 77,212.61	\$ 77,945.95
13	\$ 77,209.60	\$ 78,384.75	\$ 79,556.90	\$ 80,314.27
14	\$ 79,553.89	\$ 80,729.03	\$ 81,901.18	\$ 82,679.60
15	\$ 82,831.38	\$ 84,003.52	\$ 85,175.67	\$ 85,985.64

CIVILIAN DISPATCHER

APPENDIX "B-1" Effective 1-1-12 through 12-31-12 1.01

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$ 37,054	\$ 41,995	\$ 45,700	\$ 48,171	\$ 50,641	\$ 53,111

18

APPENDIX "C" RULES FOR SALARY SCHEDULE

1. All current employees shall be placed on the salary schedule.
2. All new employees will be hired at no higher than Step 2 of the salary schedule, except that the Town, at its discretion, may place a newly hired Civilian Dispatcher up to Step 3 of the salary schedule.
3. Step advancements for new employees shall occur January 1 of each year provided new employees who enter the service of the Town between January 1st and June 30th of a particular year and have served continuously in their position will receive an annual increment on the following January 1st. New employees who enter into service between July 1st and December 31st will receive such increment on the second subsequent January 1st.
4. Employees promoted will be placed at a step corresponding to the first higher increment in the classification of promotion.

19

MARCH 6, 2013
TOWN BOARD MEETING

CARMEL WATER DISTRICT NO. 6 - PUBLIC INTEREST ORDER IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF FACILITIES - REPLACEMENT OF WATER TANKS- MAXIMUM ESTIMATED COST OF \$150,000.00

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed increase and improvement of the facilities of Water District No. 6, in the Town of Carmel, Putnam County, New York, consisting of the replacement of water tanks, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$150,000 and

WHEREAS, at a meeting of said Town Board duly called and held on January 23, 2013, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of Water District No. 6 in said Town at a maximum estimated cost of \$150,000, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Mahopac, New York, in said Town, on February 13, 2013, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of Water District No. 6, in the Town of Carmel, Putnam County, New York, consisting of the replacement of water tanks, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$150,000.

Section 2. This Order shall take effect immediately.

Resolution

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

Supervisor Schmitt explained that Carmel Water District 6 is in the Tomahawk Creek area on the east side of town between Weber Hill Road and Shear Hill Road. He stated that the water storage tanks need to be replaced. He noted there are about two hundred homes in the district which will bear the cost of this improvement.

MARCH 6, 2013
TOWN BOARD MEETING

CARMEL WATER DISTRICT NO. 6 – AUTHORIZING ISSUANCE OF \$150,000.00 BONDS OF THE TOWN OF CARMEL TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES - REPLACEMENT OF WATER TANKS – OFFERED AS PRE-FILED

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Water District No. 6, in the Town of Carmel, Putnam County, New York, at a maximum estimated cost of \$150,000; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which as such will not have a significant effect on the environment NOW, THEREFORE, BE IT

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

Section 1. For the class of objects or purposes of paying the cost of the increase and improvement of Water District No. 6, in the Town of Carmel, Putnam County, New York, consisting of the replacement of water tanks, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$150,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$150,000 and that the plan for the financing thereof is by the issuance of the \$150,000 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Water District No. 6 in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any

MARCH 6, 2013
TOWN BOARD MEETING

order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at his sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

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

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Resolution
Offered by: 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>

MARCH 6, 2013
TOWN BOARD MEETING

**COMPTROLLER'S OFFICE - ADJUSTMENT OF 2011 AND 2012 WATER BILLS
ISSUED TO WOODCREST GARDENS, TM # 76.9-1-19 - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes adjustment of the 2011 and 2012 Water Bills issued to Woodcrest Gardens, Tax Map No. 76.09-1-019 in accordance with the recommendation of Town Comptroller MaryAnn Maxwell; and

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all budget modifications necessary to affect the authorization herein.

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>

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

Michael Barile, resident of Mahopac, asked how much money has been spent on the lawsuit of Melchner vs. Town of Carmel on legal fees over the last fifteen years.

Gregory Folchetti, Legal Counsel, responded that he would estimate the amount to be approximately \$300,000.00.

Mr. Barile stated that the Town of Carmel knew that they had no jurisdiction as it was documented in the 1980's, 1990's and the 2000's. He inquired if the insurance company was prepared to negotiate.

Mr. Folchetti stated that there were two actions regarding the dock slips which are affixed to the four southernly parcels of the main marina that resulted in convictions. One 1998 action that was tried in 2000 and one 2003 action that was transferred to Southeast that resulted in a \$35,000 fine.

Mr. Barile questioned if the insurance defended the lawsuit using taxpayer money. He acknowledged that the lawsuit started a long time before the members of the current Town Board were on the board. He said he felt that this town was guilty of selective enforcement of the zoning laws given that the laws are not enforced across the board. He stated that this particular zoning violation cost a lot of taxpayers' money that he felt was wasted. He noted that that the Route Six Compliance Committee has helped but that there is still a lot more work to do.

Mr. Barile indicated that lawyers are getting paid to defend suits that should not have been filed. He suggested that the zoning laws be reviewed and how to enforce them

**MARCH 6, 2013
TOWN BOARD MEETING**

should be figured out. He stated that with the taxes going up he would like to see the value of what he is paying for.

Mr. Barile remarked that he believed that the \$300,000 was spent to wage a private war against a few influential people using the local court system furthering something that the Town Board knew would be thrown out if it got to the Appellate Court.

OPEN FORUM – TOWN BOARD COMMENTS

Councilwoman McDonough announced the Easter Egg Hunt would be held on March 16, 2013 at 12 noon at Mahopac High School with lunch being served between 11:00 AM and 12 noon.

Councilman Lupinacci announced Freezin' for a Reason would be held on Saturday, March 9, 2013 with sign-in beginning at 12 noon and the jump scheduled for 4:00 PM.

Supervisor Schmitt stated that he is anticipating a large crowd for the event which funds Cystic Fibrosis research. He noted that volunteers are using sledge hammers to break up the ice.

Councilman Lombardi related that he and Councilman Lupinacci were at an event when approached by a resident inquiring about putting generators in a private water district. A brief discussion ensued regarding private water districts.

Supervisor Schmitt announced that the Saint Patrick's Day parade would be held on Sunday, March 10, 2013. He noted that this is the third largest parade in New York State.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members present and in agreement, the meeting was adjourned at 8:00 p.m to Executive Session to discuss a personnel issue with Chief Michael Johnson and to discuss an International Brotherhood of Teamsters Association Side Letter of Agreement.

Respectfully submitted,

Phyllis Bourges, Deputy Town Clerk