

**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 June 2012 at 7:19 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 announced that the Town Board had met earlier in Executive Session to discuss a personnel item as well as a contractual item.

PRESENTATION OF PROCLAMATION TO THE LAKE MAHOPAC GARDEN CLUB

The Town Board acknowledged the volunteers of the Lake Mahopac Garden Club with a proclamation for their dedication and commitment to maintaining civic plantings within the Town as well as for stimulating the knowledge and love of gardening among the community.

MINUTES OF TOWN BOARD MEETING HELD ON 5/16/12 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lupinacci, seconded by Supervisor Schmitt, with Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt voting "aye", the minutes of the Town Board meeting held on May 16th, 2012 were accepted as submitted by the Town Clerk. Councilman Schneider abstained because he was not present at that meeting.

THE WEEK OF JUNE 3RD THROUGH JUNE 9TH RECOGNIZED AS NATIONAL GARDEN WEEK AND GARDEN WEEK DECLARED IN THE TOWN OF CARMEL

WHEREAS, gardeners have a passion for nurturing the beauty of resources of earth through the care of all plants and riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor and nutrition to our lives through the growing of herbs, foliage, vegetables and flowers; and

WHEREAS, gardening furnishes a challenging and productive activity for many citizens, from those just learning to those having years of experience; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress and teaches that diligent effort can be rewarded; and

WHEREAS, gardening enables members of Garden Clubs across the nation and world to serve others in the communities where they reside and work;

NOW THEREFORE BE IT RESOLVED that in an effort to acknowledge the importance of gardening and the numerous contributions of gardeners, the Town Board of the Town of Carmel hereby recognizes the week of June 3, 2012 through June 9, 2012 as National Garden Week and hereby declares same to also be Garden Week within the Town of Carmel.

Resolution

Offered by: Councilman Schneider

Seconded by: Councilman Lupinacci

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

**HIGHWAY SUPERINTENDENT MICHAEL SIMONE - ATTENDANCE AT SEMINAR
AUTHORIZED - 6/11/12 THROUGH 6/13/12**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Highway Superintendent Michael Simone to attend the Highway School seminar offered by the New York Association of Towns in Ithaca, NY, on June 11, 2012 through June 13, 2012; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

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 stated that the cost of the conference is contained in the Highway Superintendent's budget.

**TEAKETTLE SPOUT LAKE PARK DISTRICT - BUDGET EXPENDITURES
AUTHORIZED**

RESOLVED that the Town Board, acting as the Commissioners of the Teakettle Spout Lake Park District, hereby authorizes the following expenditures from the Park District 2012 Budget:

- Additional District landscaping work as contained in the proposal of Glenn Gertsen in a sum not to exceed \$2,100.00;
- Purchase of 5hp outboard motor for the sum of \$1,000.00;
- Purchase of wood shears for the sum of \$165.00.

Resolution

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

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

Supervisor Schmitt stated that the cost of the expenditures will be born solely by the residents in the Teakettle Spout Lake Park District.

**POLICE DEPARTMENT - DISPOSAL OF VEHICLES AND EQUIPMENT
AUTHORIZED - AGREEMENT WITH AUCTIONS INTERNATIONAL AUTHORIZED**

RESOLVED that, upon the recommendation of Chief of Police Michael Johnson, the Town Board of the Town of Carmel hereby authorizes the disposal of the following Police Department vehicles and equipment in accordance with Town Law, including but not limited to Town Law §64(2-a):

- 1999 Ford Crown Victoria VIN#2FAFP71WXYX110462;
- 2002 Ford Crown Victoria VIN#2FAFP71W82X103775;
- 2002 Ford Crown Victoria VIN#2FAFP71W73X118611;
- 2001 Ford Crown Victoria VIN#2FAFP71W41X173532;
- Dell battery backup for server part no. 1920R-LV;
- Schult Mobile Home VIN#E-206629 and Citation Trailer Model#6014-314C

BE IT FURTHER RESOLVED that any sale of said vehicles or equipment is authorized to be conducted through Auctions International of East Aurora, NY, and Town Supervisor Kenneth Schmitt is hereby authorized to execute the proposed auction agreement with Auctions International in form as attached hereto and made part hereof.

Offered by: Councilwoman McDonough
Seconded by: Councilman Schneider

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

This Agreement made on 11 / 11 / 2011, between _____, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052 hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Tiles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed below (and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer).

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at: www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the "Past Prices" page of the Auctioneer's website.

Purchaser(s) will be required to pay a 10% buyer premium, added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

As requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each vehicle, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items, along with an accounting summary and copies of receipts. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the unengaging bidder will be banned from all future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining it's separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach or any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(X) _____
 Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(X) _____
 Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(X) _____
 Auctioneer's/Agent's Signature Auctioneer's/Agent's Printed Name Seller's County

(Cont.)

SURPLUS ASSETS, PROPERTY & SUPPLIES

PHOTOCOPY THIS REPORT AS NEEDED - WHEN COMPLETE FAX TO: 1-888-870-6709

LOCATION - Please type or print all information clearly

Building Address:

Room #:

Contact Name & Telephone:

ITEM / LOT INFO - Please type or print the information clearly - Use this form for machinery, tools and assets

Lot #:

Description:

New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐

Specs:

Inventory ID Number:

Lot #:

Description:

New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐

Specs:

Inventory ID Number:

Lot #:

Description:

New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐

Specs:

Inventory ID Number:

Lot #:

Description:

New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐

Specs:

Inventory ID Number:

Lot #:

Description:

New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐

Specs:

Inventory ID Number:

Lot #:

Description:

New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐

Specs:

Inventory ID Number:

Lot #:

Description:


New ☐ Used ☐

S/N:

Item in Working Condition? YES ☐ NO ☐


Specs:

Inventory ID Number:

 PLEASE FAX COMPLETED CONDITION REPORTS TO: 1-888-870-6709

Please send your digital photographs via email to: listings@auctionsinternational.com

Mail your photo CD and/or additional info to: 11167 Big Tree Road, East Aurora, NY 14052



Last Revised: 04-04-2012

VEHICLE & EQUIPMENT CONDITION REPORT

PHOTOCOPY THIS REPORT AS NEEDED - WHEN COMPLETE FAX TO: 1-888-870-6709

SELLER INFORMATION - Please type or print all information clearly (If your info is same for all just fill out top of first report)

Name of Seller:

Dept:

FLEET #

Item Location Address:

City:

State:

Zipcode:

Contact Name:

Phone: ()

Fax: ()

ITEM INFORMATION - Please type or print the item or vehicle information clearly - Fill out only the parts appropriate for this item

Year:

Make:

Model:

Body Style:

VIN / Serial:

Miles:

Hours:

Engine Make/Model:

Cyl:

Gas ☐ Diesel ☐ Hybrid ☐ Electric ☐

Horsepower:

Transmission:

AUTO ☐ MANU ☐

Single Axle ☐ Dual Axle ☐

Tire Type/Size:

Good ☐ Fair ☐ Poor ☐

Plow or Attachment Type:

Dump Box Size:

Features:

2WD ☐ 4WD ☐ A/C ☐

Does Unit Operate/Drive:

YES ☐ NO ☐

OVERALL CONDITION OF ITEM AND ADDITIONAL OWNERSHIP INFORMATION

Body:

Good ☐ Fair ☐ Poor ☐

Interior:

Good ☐ Fair ☐ Poor ☐

Mechanical:

Good ☐ Fair ☐ Poor ☐

Does Vehicle Start:

YES ☐ NO ☐ UNKNOWN ☐

Keys Available:

YES ☐ NO ☐

Bill of Sale Only (No Title): ☐

Transferable Registration: ☐

Clean Title Available: ☐

Certificate of Origin Only: ☐

(Cont.)

Please describe any overhauls or maintenance for your item in the box below. Items that have more complete descriptions receive higher bid prices. You should pressure wash your equipment, broom-clean vehicles, and wash the windows before taking digital photographs of your online auction merchandise

Mechanical

Body

Interior

☐ **ADDITIONAL INFO** Check the box if you provided more info on back of report or on attached sheets

PLEASE FAX COMPLETED CONDITION REPORTS TO: 1-888-870-6709 **ATTN:** Online Auctioneer
Please send your digital photographs via email to: listings@auctionsinternational.com (15 MB per email)
USPS Mail printed photos, photo CD and other info to: 11167 Big Tree Road, East Aurora, NY 14052

Last Revised: 04-04-2012

Supervisor Schmitt stated that the Highway Superintendent had expressed an interested in relocating the mobile home from Sycamore Park for use at the salt shed in Carmel, however, upon his inspection of the vehicle he decided against it.

**POLICE DEPARTMENT AND DEPARTMENT OF RECREATION AND PARKS -
ACCEPTANCE OF PROPOSAL FOR BACKGROUND SEARCH AND
INVESTIGATIVE SERVICES AUTHORIZED - THOMSON REUTERS - NOT TO
EXCEED \$130.90 PER MONTH**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Michael Johnson, hereby authorizes the entry into an agreement with Thomson Reuters for its “CLEAR” background search and investigative services to be utilized by the Town of Carmel Police Department and the Town of Carmel Department of Recreation and Parks at a cost not to exceed \$130.90 per month; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any budget transfers or modifications necessary to effect such authorization.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

**SOUND AMPLIFICATION PERMIT - APPLICATION FEE WAIVED - ST. JAMES THE
APOSTLE CHURCH**

RESOLVED that the Town Board of the Town of Carmel hereby waives the fee regarding the application of St. James the Apostle Church which seeks a sound amplification permit for their annual feast on July 18, 2012 through July 21, 2012 at Gleneida Avenue, Carmel, NY.

(Cont.)

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

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

COUNCILMAN JONATHAN SCHNEIDER - ATTENDANCE AT SEMINAR AUTHORIZED - 6/7/12

RESOLVED that the Town Board of the Town of Carmel hereby authorizes TOWN Councilman Jonathan Schneider to attend the Government Symposium entitled “Effectively Managing Life Under the Cap” offered by O’Connor, Davies, Munns & Dobbins, LLP in White Plains, NY on June 7, 2012; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

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

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

SOUND AMPLIFICATION PERMIT - APPLICATION FEE WAIVED - TEMPLE BETH SHALOM

RESOLVED that the Town Board of the Town of Carmel hereby waives the permit fee regarding the applications of Temple Beth Shalom which seeks sound amplification permits for their Mahopac Farmers Market events to be held on Sundays at 760 Route 6 beginning June 3rd through October 28th, 2012.

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>

6 JUNE 2012
TOWN BOARD MEETING

SETTLEMENT OF LITIGATION AUTHORIZED - “BBJ ASSOCIATES, LLC VS. THE TOWN OF CARMEL, TOWN BOARD OF THE TOWN OF CARMEL, AND PLANNING BOARD OF THE TOWN OF CARMEL” - HILLCREST COMMONS - TAX MAP NOS. 44.10-1-4 AND 44.9-1-51

WHEREAS there is currently pending in the Supreme Court, County of Putnam, State of New York under Index No. 1535/2011 a lawsuit entitled “BBJ Associates, LLC vs. The Town of Carmel, Town Board of The Town of Carmel, and Planning Board of The Town of Carmel” in regard to recreation fees due in connection with the Amended Site Plan Approval dated December 15, 2010 received by Defendants from Plaintiff for the project known as Hillcrest Commons, Town of Carmel Tax Map Nos. 44.10-1-4 and 44.9-1-51; and

WHEREAS a proposed settlement of the litigation has been negotiated by Town Counsel Gregory L. Folchetti, which the Town Board of the Town of Carmel wishes to approve and authorize herein;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as detailed in the stipulation of settlement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Counsel Gregory L. Folchetti and Town Supervisor Kenneth Schmitt are each hereby authorized to sign, on behalf of the Town of Carmel, said Stipulation of 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>

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM
=====X
BBJ ASSOCIATES, LLC,

Plaintiff,
-against-

STIPULATION OF SETTLEMENT

TOWN OF CARMEL, TOWN BOARD OF THE
TOWN OF CARMEL, and PLANNING BOARD OF
THE TOWN OF CARMEL,

Index No. 1535/2011

Defendants .
=====X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys for all parties to the above-entitled action, that whereas no party hereto is an infant or incompetent person for whom a guardian has been appointed and no person not a party has an interest in the subject matter of the action, as follows:

1. The Plaintiff hereby withdraws, with prejudice, all claims asserted within the pending action, including its right or entitlement to all forms and/or branches of relief sought therein.

(Cont.)

2. The Plaintiff hereby acknowledges liability for payment of the sum of \$525,000 (FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS) to Defendants for recreation fees incurred in connection with the Amended Site Plan Approval dated December 15, 2010, tendered to and received by Defendants for Plaintiff's project known as Hillcrest Commons, Town of Carmel Tax Map Nos. 44.10-1-4 and 44.9-1-51.

3. Defendants acknowledge receipt of the of the sum of \$525,000 (FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS) for the recreation fees established in connection with Amended Site Plan Approval dated December 15, 2010 received by

Defendants from Plaintiff for the project known as Hillcrest Commons, Town of Carmel Tax Map Nos. 44.10-1-4 and 44.9-1-51.

4. Plaintiff hereby further acknowledges and consents to the validity and enforceability of recreation fees payable to Defendants in the amount of \$3,500.00 (Three Thousand Five Hundred Dollars) per unit, for each of the 150 units shown on the drawing entitled ΔSP-1 Amended Overall Site Plan prepared by Insite Engineering, Surveying & Landscape Architecture, PC dated September 29, 2010, last revised November 22, 2010, as incorporated into and referenced in the approval resolution of Town of Carmel Planning Board dated December 15, 2010 and referenced above. Together with the discontinuance of this proceeding, Plaintiff waives and relinquishes all rights of protest, claims for reduction, reimbursement, refund, etc., and any actions or proceedings at law or equity which may otherwise have been had by Plaintiff thereupon with respect to said recreation fees, except as provided herein.

5. Plaintiff consents to the immediate release to Defendants of the sum of \$266,000 (TWO HUNDRED SIXTY-SIX THOUSAND AND NO/HUNDREDTHS DOLLARS), from the sums previously paid and referenced in paragraphs #2 and #3 above, previously paid to Defendants representing the total recreation fees due for seventy-six (76) approved senior housing units, said 76 units contained within the three buildings identified on the approved Amended Overall Site Plan as "Building E (27 Units)", "Building F (27 Units)" and "Building G (22 Units)", which buildings are located within Lot E-2.1 as identified on the approved subdivision plat filed in the Putnam County Clerk's Office as Map No. 3127, as also shown on the drawing entitled ΔSP-1 Amended Overall Site Plan prepared by Insite Engineering, Surveying & Landscape Architecture, PC dated September 29, 2010, last

revised November 22, 2010, as incorporated into and referenced in the approval resolution of Town of Carmel Planning Board dated December 15, 2010 and referenced above, and as may be amended hereafter.

(Cont.)

revised November 22, 2010, as incorporated into and referenced in the approval resolution of Town of Carmel Planning Board dated December 15, 2010 and referenced above, and as may be amended hereafter.

6. Based upon the foregoing consideration from Plaintiff, Defendants hereby consent to the immediate release and refund to Plaintiff of the sum of \$259,000 (TWO HUNDRED FIFTY NINE THOUSAND AND NO/HUNDREDTHS DOLLARS) from the sums previously paid and referenced in paragraphs #2 and #3 above, previously paid to Defendants representing the total recreation fee paid for the remaining 74 approved senior housing units, said 74 units being the 74 units to be contained within the four buildings identified on the approved Amended Overall Site Plan (as may be amended hereafter) as "Building A (20 Units)", "Building B (14 Units)", "Building C (20 Units)" and "Building D (20 Units)", which buildings are to be located within Lot E-2.2 as identified on the approved subdivision plat filed in the Putnam County Clerk's Office as Map No. 3127, as shown on the drawing entitled ASP-1 Amended Overall Site Plan[®] prepared by Insite Engineering, Surveying & Landscape Architecture, PC dated September 29, 2010, last revised November 22, 2010, as incorporated into and referenced in the approval resolution of Town of Carmel Planning Board dated December 15, 2010 and referenced above, and as may be amended hereafter .

7. Defendants hereby agree to allow and permit payment of recreation fees in the per unit amount of \$3500 as set forth in paragraph #4 above on a building-by-building basis for the seventy-four (74) remaining approved senior housing units listed in paragraph #6 above and as shown on entitled ASP-1 Amended Overall Site Plan[®] prepared by Insite Engineering, Surveying & Landscape Architecture, PC dated September 29, 2010, last

revised November 22, 2010 as incorporated into and referenced in the approval resolution of Town of Carmel Planning Board dated December 15, 2010 referenced above, and as may be amended hereafter. Payment will be tendered for the recreation fee for an entire multi-unit building prior to or at the time of the issuance of the first Certificate of Occupancy of any unit within a building.

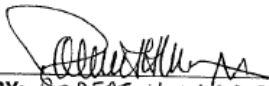
8. That this Court shall retain jurisdiction over this action for the purpose of enforcing the terms of this stipulation and order.

9. That upon execution, this stipulation and order may be filed without further notice with the Clerk of the Court.

(Cont.)

BBJ ASSOCIATES, LLC

TOWN OF CARMEL, TOWN OF
CARMEL TOWN BOARD AND TOWN
OF CARMEL PLANNING BOARD


BY: ROBERT H. WILDER, JR.
Title: Managing Member

BY: Kenneth Schmitt
Title: Town Supervisor

Young/Sommer, LLC
Attorney for Defendants
Attorney for Plaintiff

Costello & Folchetti, LLP

5 Palisades Drive
Albany, NY 12205
Tel. (518)438-9907

1875 Route Six, PO Box 1200
Carmel, NY 10512
(845) 225-1900

SO ORDERED on _____, 2012

HON. FRANCIS A. NICOLAI
JUSTICE OF THE SUPREME COURT

FINAL BUDGET MODIFICATIONS - #2011-12 - AUTHORIZED

WHEREAS, the Town Comptroller has reviewed the Final December 2011 Budget Modifications with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule, identified as Final #2011-12.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final 2011 Budget Modifications/Revisions itemized on Schedule Final #2011-12, which is attached to this resolution and incorporated herein and made a part thereof.

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>

TOWN OF CARMEL
BUDGET REVISIONS FOR DECEMBER 2011
FINAL #2011 - 12

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
01	100-1989-9909	APPROPRIATED FUND BALANCE	*	100,000.00
	100-9902-0000	TRANSFER TO HIGHWAY		100,000.00
		- PROVIDE FOR TRANSFER TO HIGHWAY		

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6 JUNE 2012
TOWN BOARD MEETING

CARMEL SEWER DISTRICT #7 - SIGNING OF AMENDMENT #5 TO CONSTRUCTION UPGRADE CONTRACT AUTHORIZED

WHEREAS the Town Board has been advised that Amendment #5 to Carmel Sewer District #7 Construction Upgrade Contract has been approved by the New York State EFC and the New York City DEP,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to sign Amendment #5 to the aforementioned contract, in form as attached hereto and made a part hereof.

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>

THIS FIFTH AMENDMENT, dated as of the _____ day of _____, 20____, is made by and between THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION ("EFC"), a Public Benefit Corporation, organized and existing pursuant to the laws of the State of New York and having its principal office at 625 Broadway, Albany, New York 12207-2997, and the TOWN OF CARMEL ("WWTP Owner") acting by and through the Town Supervisor, (EFC and the WWTP Owner sometimes collectively referred to herein as the "Parties").

WHEREAS, by agreement dated May 1, 1998, and amendments dated September 12, 2006, September 23, 2008, November 3, 2009, and May 4, 2011 ("Upgrade Contract"), the WWTP Owner agreed to participate in the Upgrade Program and perform the work necessary to upgrade the wastewater facility at the Carmel Sewer District No. 7 Wastewater Treatment Plant ("WWTP") to comply with the Watershed Regulations in accordance with the terms and conditions in said Upgrade Contract; and

WHEREAS, the WWTP Owner and New York City Department of Environmental Protection have determined and agreed that the Total Contract Amount of the Upgrade Contract requires an adjustment in accordance with a reassessment of costs.

NOW THEREFORE, in consideration of the premises, the mutual representations and agreements hereinafter contained, and such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 3.01 D of the Upgrade Contract is hereby replaced in its entirety with the following:

Section 3.01

"D. The aggregate total of all such expenses payable pursuant to this Section shall not exceed \$4,256,622.00, the Total Contract Amount. Such amount does not represent a cap on the actual and reasonable expenses ultimately owed to the WWTP Owner for the Upgrade of the WWTP, but rather a non-final evaluation of the estimated amounts that will be necessary to accomplish the Upgrade. Of the said amount, \$4,256,622.00 is the current estimated approved amount payable for Regulatory Upgrades and \$0.00 is the maximum approved amount payable for SPDES Upgrades. The amount for Regulatory Upgrades shall be increased, as necessary, to reflect any increase in the total cost of the project, as approved by NYCDEP, as reflected in the Final Upgrade Plan, as well as any approved Change Orders not within this amount. Any such increase shall require a written amendment to this Agreement. The amount for SPDES Upgrades may be increased, as necessary and where SPDES Upgrades Funds are available, to reflect any increase in the total cost of the project, as approved by NYCDEP, as reflected in the Final Upgrade Plan, as well as any approved Change Orders not within this amount. Any such increase shall require a written amendment to this Agreement."

(Cont.)

2. This Fifth Amendment shall take effect as of the date of execution by both Parties. All other terms, conditions, and representations of the Upgrade Contract shall remain in full force and effect.

IN WITNESS WHEREOF, EFC and the WWTP Owner have executed this Amendment, as of the date herein above first written.

WWTP Owner

BY: _____
Supervisor
Town of Carmel

New York State Environmental Facilities Corporation

BY: _____
Matthew J. Driscoll
President & CEO

Date: _____

ACKNOWLEDGMENT

STATE OF NEW YORK :
COUNTY OF _____ : ss.

On this ____ day of _____, 2012, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of the _____, the corporation or partnership described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by the authority of said corporation or partnership.

Notary Public

FILING OF ANNUAL MS4 STORMWATER REPORT - AUTHORIZED

WHEREAS the Town Board has been presented with a draft annual MS4 Stormwater Report prepared by Jeffrey J. Contelmo of Insite Engineering; and

WHEREAS the annual report was received by the Town Supervisor and posted on the Town of Carmel's web site for public viewing and/or comment.

NOW, THEREFORE, BE IT RESOLVED that the Town Supervisor, Kenneth Schmitt is hereby authorized to sign and file said report as drafted by Insite Engineering.

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>

**HIGHWAY DEPARTMENT - PURCHASE OF CAPITAL EQUIPMENT AUTHORIZED -
2009 INTERNATIONAL MAXXFORCE BUCKET TRUCK - NOT TO EXCEED
\$115,000**

WHEREAS, the Town Board of the Town of Carmel, by resolution dated April 11, 2012, duly authorized capital borrowing and funding authorizing the purchase of up to six (6) vehicles for the Town of Carmel Highway Department in year 2012; and

WHEREAS, Town of Carmel Highway Superintendent Michael Simone has recommended the purchase of a 2009 International Six Wheel Bucket Truck in connection with the borrowing and funding authorization for capital equipment referenced above; and

WHEREAS the Town of Carmel Highway Superintendent has recommended and represented to the Town Board that the particular vehicle sought can only be obtained from a sole source;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby accepts the recommendation of the Town of Carmel Highway Superintendent and hereby authorizes the purchase of 2009 International MaxxFoRce Bucket Truck, VIN # 1HTMKAAN19H046742 with lift serial # 0208CV7256 from Forestry Equipment of Shelby, Inc., Shelby, NC at a price not to exceed \$115,000; and

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make all budgetary transfers necessary to effect this authorization and purchase.

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>

Michael Simone, Highway Superintendent explained that this bucket truck is a very good value with a longer boom than on the vehicle it is replacing. Discussion was held.

PUBLIC COMMENTS - AGENDA ITEMS

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

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

OPEN FORUM - PUBLIC COMMENTS

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

OPEN FORUM - TOWN BOARD MEMBER COMMENTS

Councilwoman McDonough mentioned that the annual Relay for Life to benefit the American Cancer Society that took place at the Mahopac High School over the past weekend was a wonderful event.

Councilman Lupinacci announced that the Mahopac Sports Association will hold their annual soccer Jamboree on June 9, 2012 at the Jimmy McDonough Park and former airport property fields.

6 JUNE 2012
TOWN BOARD MEETING

(Cont.)

Councilman Lupinacci announced that Mahopac Sports Association baseball will hold their Grand Slam Day on June 9, 2012 at the Mahopac High School from 12:30 p.m. to 6:00 p.m.

Councilman Lupinacci detailed the various Putnam County bicentennial celebration events scheduled in Carmel for June 9, 2012 which include a car show at the St. James Church, a business expo at the Corner Stone Park, a parade, and the unearthing of a time capsule at the Historic Courthouse. The day will culminate with a fireworks display over Lake Gleneida.

Supervisor Schmitt announced that Woofstock 2012 will take place on June 10th from 11:00 a.m. to 4:00 p.m. at Sycamore Park. There will be food, raffles, contests, pet adoptions and more.

Councilman Lombardi announced that the American Legion Riders Mahopac Post 1080 will hold their 2nd annual Crusin' for Blythedale Children's Hospital on June 10, 2012 commencing at 9:30 a.m. Donations are appreciated and interested entrants should register with the American Legion Post 1080.

Councilman Schneider announced that he had received notice from the Department of Veterans Affairs that June is Post-Traumatic Stress Disorder (PTSD) awareness month and encouraged those who are affected to visit www.ptsd.va.gov.

Councilman Schneider congratulated 2009 Mahopac High School graduate and stand out baseball player Willie Gabay, who signed with the Tampa Bay Devil Rays.

Councilman Schneider announced that the Mahopac Library's 60th anniversary celebration will take place on June 9, 2012 commencing at 7:00 p.m. at the library. Proceeds from the event will benefit their programs and services.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:59 p.m.

Respectfully submitted,

Ann Garris, Town Clerk