

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 1st day of February 2012 at 7:17 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.

MINUTES OF TOWN BOARD MEETING HELD ON 1/4/12 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meeting held on January 4th, 2012 were accepted as submitted by the Town Clerk.

2012 USER FEE SCHEDULE - ADOPTED

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective immediately, the Town of Carmel User Fee Schedule for Fiscal Year 2012 as attached hereto and made a part hereof.

Resolution
Offered by: Councilman Schneider
Seconded by: Councilwoman McDonough

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

TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | 2012 ADOPTED USER FEES | |
|--|---------------------------|---|
| TOWN CLERK'S OFFICE | | |
| Certification: | | |
| Registrar's Certification (Birth/Death) | 10.00 | |
| Town Clerks Certification (Marriage/Other) | 10.00 | |
| Genealogy Fee Schedule: | 1 - 3 years - \$22.00 | |
| | 4 - 10 years - \$42.00 | |
| | 11 - 20 years - \$62.00 | |
| | 21 - 30 years - \$82.00 | |
| | 31 - 40 years - \$102.00 | |
| | 41 - 50 years - \$122.00 | |
| | 51 - 60 years - \$142.00 | |
| | 61 - 70 years - \$162.00 | |
| Copies: | | |
| Copies of Town Ordinance or Other Documents - Per Page | 0.25 | |
| Facsimile/Fax - Per Page | 2.00 | |
| Map (Zoning, Election, Other) - Black & White/Color | 10.00/15.00 | |
| Miscellaneous Ordinance-Full Text | | |
| Licenses: | | |
| Auctioneering License - Annual | 300.00 | |
| Auctioneering License - One Day | 150.00 | |
| Annual Dog License Fee - spayed/muetered | 7.50 | |
| Annual Dog License Fee - unspayed/un-muetered | 15.50 | |
| Garbage Carting License - Renewal * | 2,000.00 | * Plus \$150 per truck inspection annually |
| Garbage Carting License - NEW * | 2,500.00 | * Plus \$150 per truck inspection annually |
| Marriage License | 40.00 | |
| Peddling License - 3 Months | 500.00 | |
| Miscellaneous: | | |
| Cemetery Grave Marker - Each | 100.00 | |
| Dog Pick-Up | 50.00 | |
| Dog Shelter Fee - First Impoundment | 25.00 | + 10.00 Each Additional 24 Hours |
| Second Impoundment - within one year | 35.00 | + 10.00 Each Additional 24 Hours |
| Third Impoundment - within one year | 45.00 | + 10.00 Each Additional 24 Hours |
| Subsequent Impoundment - within one year | | * to be increased at \$10.00 per occurrence, + 10.00 each additional 24 hours |
| Electronic Records - Computer Use - Per Hour | | |
| Personal Use - Per Hour | | |
| CD - Each | 0.62 | |
| Petition to Amend Zoning Ordinance | 1,500.00 | |

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

| | | |
|--|---------------|--|
| Permits: | | |
| Canvassing/Soliciting Permit - 3 Months | 350.00 | |
| Public Assembly Permit - Each Event | 200.00 | |
| Shooting Contest Permit - Each Event | 25.00 | |
| Sound Amplification Permit Commercial - 1 Day/30 Days | 100.00/500.00 | |
| Sound Amplification Permit Residential - 1 Day/30 Days | 50.00/300.00 | |
| Town Code: | | |
| Annual Town Code Book Supplement | 75.00 | |
| Code Book | 300.00 | |
| Freshwater Wetlands Chapter Pamphlet | 35.00 | |
| Street Specifications | 10.00 | |
| Subdivision of Land Ordinance Pamphlet | 35.00 | |
| Vehicle and Traffic Chapter Pamphlet | 25.00 | |
| Zoning Chapter Pamphlet | 35.00 | |

User Fee Schedule 2012

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TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | 2012 ADOPTED USER FEES | |
|---|---------------------------|---|
| POLICE DEPARTMENT | | |
| Accident Report - Business | 0.25 | per page |
| Accident Report - Personal | 0.25 | per page |
| Finger Printing Service - Non Residents - Per Person | 35.00 | |
| Photograph | 20.00 | per photo |
| Police Special Escort Service - Per Hour | - | |
| Special Event or Special Services - Per Hour | - | |
| CD of Photographs from Casefile | 50.00 | |
| ALARM ORDINANCE | | |
| Alarm Permit - 1 Year - Residential & Commercial | 40.00 | + add 5.00 penalty if not paid after 6 months |
| One False Alarm | - | |
| Two False Alarms | - | |
| Three False Alarms | 25.00 | |
| Four False Alarms | 50.00 | |
| Five False Alarms | 100.00 | |
| Each After Five False Alarms | 200.00 | |
| HIGHWAY DEPARTMENT | | |
| Driveway Bond - "Refundable" | 750.00 | |
| Driveway Permit - Includes two inspections | 215.00 | |
| Road Opening Bond - "Refundable" - Entire Road | 1,000.00 | |
| Road Opening Bond - "Refundable" - Half Road | 500.00 | |
| Road Opening Permit | 215.00 | |
| RECYCLING DEPARTMENT | | |
| Annual Access Permit - All Vehicles up to 3/4 Ton Truck | | |
| Annual Access Permit - 3/4 Ton Truck | | |
| Home Pick-Up - Air Conditioner | | |
| Home Pick-Up - Refrigerator & Freezer | | |
| Home Pick-Up Service | | |
| Home Pick-Up Service - Each Additional Item | | |
| Trash Dumping Fee - 1/4 Ton Truck, Van or Suburban | | |
| Trash Dumping Fee - 1/2 Ton Truck | | |
| Trash Dumping Fee - 3/4 Ton Truck | | |
| Trash Dumping Fee - 1 Ton Truck | | |
| Trash Dumping Fee - Cars | | |
| Trash Dumping Fee - Cars - Contained Trunk Load | | |
| Trash Dumping Fee - Small Wagon | | |
| Trash Dumping Fee - Large Wagon | | |
| Trash Dumping Overload Fee - 1/4 Ton Truck, Van or Suburban | | |
| Trash Dumping Overload Fee - 1/2 Ton Truck | | |
| Trash Dumping Overload Fee - 3/4 Ton Truck | | |
| Trash Dumping Overload Fee - Small Wagon | | |
| Trash Dumping Overload Fee - Large Wagon | | |
| Truck Tire Dumping Fee - Without Rim - Each | | |
| Truck Tire Dumping Fee - With Rim - Each | | |
| Vehicle Tire Dumping Fee - Without Rim - Each | | |
| Vehicle Tire Dumping Fee - With Rim - Each | | |

User Fee Schedule 2012

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TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | 2012 ADOPTED USER FEES | |
|---|---------------------------|---------------------------|
| PARKS & RECREATION DEPARTMENT | | |
| Camp: | | |
| Playground Camp | 425.00 | |
| * Early Bird Registration Fee - Playground Camp | 375.00 | |
| Primary Camp (9:30 AM to 2:30 PM) | 475.00 | Extended Day = + \$160.00 |
| * Early Bird Registration Fee - Primary Camp | 425.00 | |
| Classes/Lessons: | | |
| Additional Swimming Lessons | 60.00 | |
| Adult Classes | \$65.00 - \$320.00 | |
| CPR Review | 60.00 | |
| Lifeguard Training Aid/Safety | \$350.00 | Non-Resident \$450.00 |
| Lifeguard Training Review | \$180.00 | |
| Pre School Classes | FREE - \$175.00 | |
| RTE - Responding to Emergencies | 210.00 | |
| Special Tennis, Aerobics, or Other Lessons | Cost | |
| Swimming Lessons Including Permit | 130.00 | |
| Tennis Lessons - 6 One Hour Sessions | 110.00 | |

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

| | | |
|---|----------------------------|-------------------------|
| Facilities Rental: | | |
| Ballfield Rental - 2 Hour Limit | \$150.00/\$250.00 w/lights | |
| Boat Rental Fee | 4.00 - 7.00 | |
| Civic Building Rental/Pavilion | 200.00 | +Supervisor Hourly Rate |
| Group Picnic | 150.00 | |
| Private Building Rental | 300.00 | +Supervisor Hourly Rate |
| Sycamore Park Concession (Seasonal) | 3,200.00 | |
| ID/Permits: | | |
| Beach Guest Card | 50.00 | |
| Adult Swimming Permit | 90.00 | |
| Daily Adult Beach Fee | 8.00 | |
| Daily Adult Guest Beach Fee | 10.00 | |
| Daily Youth Beach Fee | 7.00 | |
| Daily Youth Guest Beach Fee | 9.00 | |
| Family Swimming Permit | 175.00 | |
| Family Tennis Permit | 70.00 | |
| Identification Card | 6.00 | |
| Senior Citizen Identification Card | No charge | |
| Nanny Identification Card | 10.00 | |
| Nanny Swim Permit | 100.00 | |
| Individual Tennis Permit | 45.00 | |
| Tennis Guest Fee | 6.00 | |
| Youth Swimming Permit | 70.00 | |
| Dog Park: | | |
| Sycamore Dog Park User Fee - Resident | 25.00 | Annual |
| Sycamore Dog Park User Fee - Non-Resident | 75.00 | Annual |

User Fee Schedule 2012

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TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | | 2012 ADOPTED USER FEES | |
|---|--|---------------------------|--|
| BUILDING & CODES DEPARTMENT | | | |
| Accessory Apartment Permit | | 400.00 | |
| Bed & Breakfast Special Application | | 400.00 | |
| Building Permits – Flat Rate PLUS Estimated Cost of Construction | | 50.00 | Flat Rate PLUS |
| Estimated Cost of Construction – Calculated as: | | 10.00 | per \$1,000 Calculated Estimated Cost |
| Residential – New construction | | 100.00 | per sq. ft. |
| Residential – Finish existing space to living space | | 20.00 | per sq. ft. |
| Commercial | | 150.00 | per sq. ft. |
| Commercial - Garage | | 75.00 - 80.00 | per sq. ft. |
| Docks | | 35.00 | per sq. ft. |
| Garage | | 75.00 | per sq. ft. |
| Shed | | 25.00 | per sq. ft. |
| Certificates of Compliance | | 80.00/150.00 | Residential/Commercial |
| Certificates of Occupancy | | 80.00/150.00 | Residential/Commercial |
| Excavation or Fill Permit for the first 2,000 cubic yards | | 200.00 | Plus \$100 for each additional 1,000 CY |
| Inspection Fee for Clearance of Title Search Violation | | 50.00 | Each Inspection |
| Mother/Daughter Permit | | 200.00 | |
| Plumbing Permit Per Fixture | | 15.00 each | \$75.00 minimum fee |
| Plumbing/ Air Conditioning Inspection | | | |
| Re-Inspection Fee When Inspection Requested but Job Not Ready | | 50.00 | Paid In Advance of 2nd Inspection |
| Sign Permit | | 150.00 | |
| Swimming Pool Permit - Above Ground | | 150.00 | |
| Swimming Pool Permit - In Ground | | 300.00 | |
| HVAC Fee | | 50.00 | Flat Rate plus |
| | | 10.00 | per \$1,000 Estimated Cost of Installation |
| Title Search | | 75.00/150.00 | Residential/Commercial + \$100 per store |
| | | 100.00/200.00 | Residential/ Commercial |
| Zoning Letter | | 75.00 | |
| Outdoor Dining Annual Fee | | 100.00 | Annual Fee |
| Outdoor Dining (fee per 10 or more seats) | | + 50.00/up to 10 seats | An add'l \$50.00 for 11 or more seats |
| Fire Inspection: Multifamily / Commercial | | 150.00 / 100.00 | Commercial \$100 per establishment |
| Blasting Permit | | 100.00 | per month (*Resolution adopted 7/11) |
| Operational Permits * | | 100.00 | |
| * (NYS DOS requires towns to issue permits for storage of certain materials and certain uses) | | | |
| ARCHITECTURAL REVIEW BOARD | | | |
| New Commercial Structure Review | | 225.00 | |
| Modification to Existing Commercial Structure Review | | 150.00 | |
| Other Structure or Sign Review | | 50.00 | |
| Single Family Residential Structure Review | | 100.00 | |
| Two or More Family Residential Structure Review | | 100.00 | Plus 50.00 each Additional Unit over two |

User Fee Schedule 2012

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TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | | 2012 ADOPTED USER FEES | |
|---|--|---------------------------|---|
| ENVIRONMENTAL CONSERVATION REVIEW BOARD | | | |
| ECB Wetlands Sign | | 10.00 | |
| Application Withdrawal | | 50.00 | |
| Letter of Permission (in lieu of application) | | 100.00 | |
| Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof | | 60.00 | Total Wetland Include, 100' Control Area |
| Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof | | 50.00 | Total Wetland Include, 100' Control Area |
| Private Consultation/Conference with Wetland Inspector Per Hour | | 100.00 | |
| Public Hearing | | minimum \$150.00 or cost | |
| SEQR - DEIS | | 1% | of Bond |
| Site Plan Inspection - Single Lot - Per Acre or Part Thereof | | 300.00 | Total Wetland Include, 100' Control Area |
| Subdivision Plan Inspection - Per Acre or Part Thereof | | 300.00 | Total Wetland Include, 100' Control Area |
| Tree Cutting - Up to 25 Acres | | 300.00 | + 25.00 acre and Ind. monitoring of escrow fees |
| Tree Cutting - Over 25 Acres | | 300.00 | + 75.00 acre and Ind. monitoring of escrow fees |
| Wetland Application - Up to Two (2) Acres | | 150.00 | + monitoring of escrow fees |
| Wetland Application - Over Two (2) Acres | | 200.00 | + 75.00 acre and Ind. monitoring of escrow fees |
| Wetland Determination for Health Dept | | 150.00 | |

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

| | | |
|--|----------|-------------------------------|
| ZONING BOARD OF APPEALS | | |
| 280A Exemption | 400.00 | |
| Accessory Apartment Application | 250.00 | |
| Application Withdrawal | 100.00 | |
| Area Variance Application | 200.00 | |
| Bed and Breakfast Special Permit Application | 400.00 | |
| Interpretation of Ordinance | 400.00 | |
| Use Variance Application | 400.00 | |
| Computer address labels for variance mailing | 25.00 | |
| | | |
| PLANNING BOARD | | |
| | | |
| PLANNING SUBDIVISION FEES: | | |
| Sketch fee | 200.00 | One time fee |
| Preliminary Fees | | |
| Major Subdivision | 3,000.00 | Plus \$600 per lot |
| Minor Subdivision | 2,500.00 | Plus \$600 per lot |
| Final Fees: | | |
| Amendment to Final Plat | 1,500.00 | |
| Major Subdivision | 1,500.00 | Plus \$300 per lot |
| Minor Subdivision | 1,500.00 | Plus \$300 per lot |
| Re-approval of Final Approval | 1,500.00 | (Does not include \$EQR fees) |
| Extension of final approval | 1,000.00 | |

User Fee Schedule 2012

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TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | 2012 ADOPTED USER FEES | |
|---|---------------------------|-----------------------------------|
| SITE PLAN FEES: | | |
| Sketch Fee * Delete per Town Planner | | ***Delete per Town Planner |
| Commercial Site Plan – Flat Rate PLUS Parking Spaces | 1,500.00 | Plus \$100 per Parking Spaces |
| Residential Site Plan – Flat Rate PLUS Unit Fee | 2,500.00 | PLUS \$500 per Dwelling Unit |
| | | |
| Amendment to Previous Approved Site Plan – with no new parking spaces | 3,000.00 | |
| | | |
| Amendment to Previous Approved Site Plan – with new parking spaces | 3,000.00 | Plus \$100 per Parking Spaces |
| | | |
| Re-grant of Site Plan Approval | 1,500.00 | |
| Extension of Site Plan Approval | 1,000.00 | |
| | | |
| SPECIAL SITE PLAN FEES: | | |
| Boat House/Bathhouse | 800.00 | |
| Parking Lot | 800.00 | |
| Pools/Tennis Courts/ Playgrounds | 800.00 | |
| Residential Barns | 800.00 | |
| Residential Dock | 800.00 | |
| Residential Horse Riding Ring | 800.00 | |
| Home Office | 800.00 | |
| | | |
| LANDFILL, SURFACE GRADING & OTHER EXCAVATION: | | |
| Up to 5 Acres | 300.00 | |
| Over 5 Acres | 300.00 | Plus \$40.00/Acre |
| | | |
| PLANNING/MISCELLANEOUS FEES: | | |
| Engineering Inspection Fee (Site Plans & Subdivisions) | 5.00 | % of Bond Amount |
| | | |
| Public Hearings including Bond Returns and Reductions | 175.00 | Per Hearing |
| | | |
| Planning Board SEQR Escrow Fees - DEIS | 2.00% | Not to exceed 2% of Project Value |
| Planning Board SEQR Escrow Fees - FEIS | 2.00% | Not to exceed 2% of Project Value |
| | | |
| Recreation Fee in Lieu of Parklands | 7,500.00 | Per Residential Lot |
| Recreation Fee Sr. Cit. Multi Family Dwelling/Apt. | 3,500.00 | Per Dwelling/Apartment |
| Recreation Fee Multi Family Developments | 5,000.00 | Per Dwelling |
| Computer address labels | 25.00 | |
| Lot Line Adjustment *Delete per Town Planner | - | ***Delete per Town Planner |
| | | |
| DEPARTMENT MISCELLANEOUS TOWN SERVICES: | | |
| Computer Labels | 0.05 | Each Label - 5.00 Minimum |
| Computer Report of Tax Parcels | 0.25 | Per Page - 5.00 Minimum |
| Copies of Plans/Maps - 24" x 36" | 10.00 | |
| Copies of Records/Documents | 0.25 | Per Page |
| Mail Reminder Notices | 2.00 | |
| Returned Deposited Bad Check - Each Item | 20.00 | |
| Tax or Record Search and Copy | 5.00 | |
| Tax or Record Search and Copy with Letter | 10.00 | |
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User Fee Schedule 2012

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TOWN OF CARMEL USER SERVICE FEES –
FISCAL YEAR 2012

| FEE DESCRIPTION | 2012 ADOPTED USER FEES | |
|---|---------------------------|--|
| | | |
| SPECIAL DISTRICTS | | |
| | | |
| PARK DISTRICTS: | | |
| Building Rental - District Resident | 150.00 | |
| Building Rental - Non-District Resident | N/A | |
| Building Rental Deposit - "Refundable" | 150.00 | |
| Building Rental Cleaning Fee | 100.00 | |

| | | | |
|--|--------------------------------------|---------------------------|--|
| SEWER DISTRICTS: | | | |
| Sewer System Service Application, Including one Inspection (where Street Lateral to Curb Line exists) | 250.00 500.00 | Residential Commercial | |
| Sewer System Connection Additional Inspection - Each Inspection | 50.00 | | |
| Sewer Sludge Dumping Fee, each 1000 gallons | 100.00 | | |
| Out of District Application Fee - Residential/Commercial | 1,000.00 | | |
| WATER DISTRICTS: | | | |
| Water System Service Application, Including one Inspection (where water line curb box exists) | 250.00 500.00 | Residential Commercial | |
| Water System Connection Additional Inspection - Each Inspection | 50.00 | | |
| New Water Meter & Installation - 3/4" Meter | 325.00 | | |
| New Water Meter Purchase | 275.00 | | |
| All Others | Quote | | |
| Water Meter Repair Due To Customer's Damage | 325.00 | | |
| Water Meter Test, by written request of consumer | 200.00 | Payable up front | |
| Water service turned on or off | 50.00 | | |
| Water sprinkler tap - Annual Fee | 200.00 | | |
| Final Bill Fee | 10.00 | | |
| Special water meter reading by outside vendor | 10.00 | | |
| Duplicate Bill Fee | 10.00 | | |
| Bulk Water Sales | 10 times the normal in district rate | | |
| Out of District Application Fee - Residential/Commercial | 1,000.00 | | |
| Water Bill Adjustment from Estimate to Actual | 5.00 | | |
| | | | |
| | | | |
| | | | |

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RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Bennett, Kielson, Storch, DeSantis, The Government Services Division of O'Connor, Davis, Munns & Dobbins for auditing services for the years ending December 31, 2012 and December 31, 2013 at an annual cost not to exceed \$66,600 in form as attached hereto and made a part hereof; and

Resolution

| <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 | |



ACQUAINTANCE AND COGNITION

☒ Agenda 2/10/12

Honorable Kenneth Schmitt, Town Supervisor
Town of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

Dear Supervisor Schmitt:

We are pleased to confirm our understanding of the services we are to provide for the Town of Carmel for the year ended December 31, 2011, which has already been authorized by the Town Board, per the signed engagement letter attached. Additionally, we would like to extend our services to the Town for the years ended December 31, 2012 and 2013, at the same fee as 2010 and offer a discount on the 2011 fee as part of the extension.

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the Town of Carmel's basic financial statements as of and for the years ended December 31, 2011, 2012 and 2013. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended. The Management Discussion and Analysis (MD&A) that accompanies the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited. Also, the information listed as combining and individual fund financial statements and schedules that is presented for purposes of additional analysis and is not a required part of the basic financial statements will be subjected to the auditing procedures applied in our audit of the basic financial statements upon which we will provide an opinion in relation to the basic financial statements.

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on —

- Internal control related to the basic financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards*.

One Barker Avenue, White Plains, NY 10601 Tel: 914-421-5600 Fax: 914-421-5099
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- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the Board of Trustees, management, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. The applicability of the provisions of OMB Circular A-133 is dependent on the level of Federal aid. The Town of Carmel will be subject to an audit performed in accordance with *Government Auditing Standards* and OMB Circular A-133 provided that Federal aid is at or exceeds \$500,000.

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Carmel in conformity with accounting principles generally accepted in the United States of America.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (if applicable), our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management and the Board of Trustees of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or

governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Town of Carmel's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the Board of Trustees of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards* and OMB Circular A-133 (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Carmel's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 (if applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Carmel's major programs. The purpose of those procedures will be to express an opinion on the Town of Carmel's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide an original of our reports to the Town of Carmel; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

The audit documentation for this engagement is the property of O'Connor Davies Munns & Dobbins, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to cognizant or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of O'Connor Davies Munns & Dobbins, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Town of Carmel. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees are predicated on our estimate of the time required to complete the engagement and are determined by rates directly related to each individual's level of experience and training. The components of our fees for each of the next three years are detailed below:

| | <u>Optional Year 2011*</u> | <u>Revised Year 2011</u> | <u>2012</u> | <u>2013</u> |
|---|------------------------------------|----------------------------------|-------------|-------------|
| Basic fee, including Conversion of fund level To government- wide GASB 34, including Town Justice Court (1) | \$ 69,500* | \$ 66,600 | \$ 66,600 | \$ 66,600 |
| Risk Assessment Statement of Auditing Standards | 3,000* | 3,000 | 3,000 | 3,000 |
| Comprehensive Annual Financial Report | 6,500* | 6,000 | 6,000 | 6,000 |

***Authorized by the engagement letter dated January 27, 2009 attached.**

(1) In recognition of the state of the economy and our long standing relationship with the Town of Carmel, we would like to offer the Town the opportunity to extend our current contract and have our fees for the audits of the Town's December 31, 2012 and 2013 financial statements remain the same as the fee for the year ended December 31, 2010, which represents a savings of \$2,900 to the Town, compared to our prior approved fee for 2011.

In the event that the Town receives \$500,000 or more in Federal Assistance, a Single Audit will be required, pursuant to OMB Circular A-133. Our fees for this compliance audit will be \$2,750 per program for each of the years of this engagement.

Service to the public sector is a tradition at O'Connor Davies Munns & Dobbins, LLP. We provide financial services to more municipalities than any other CPA firm in New York State. A listing of our municipal and school district clients is attached to this letter. Our staff is composed of individuals knowledgeable in all areas of municipal accounting. Each member receives extensive training in the municipal field. Their recruitment and retention requires salary levels beyond collectively bargained cost of living increments.

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

We appreciate the opportunity to continue to be of service to the Town of Carmel and believe this letter accurately summarizes the significant terms of our engagement. The availability of our Firm as a total resource to the Town of Carmel will continue to be our primary objective. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party.

Very truly yours,

O'Connor Davies Munns & Dobbins, LLP



Nicholas DeSantis, Partner

Response:

This letter correctly sets forth the understanding of the Town of Carmel for the years ended December 31, 2011, 2012 and 2013.

By: _____
Title: _____
Date: _____

Supervisor Schmitt noted that the proposal of Bennett, Kielson, Storch, DeSantis for auditing services does not include an increase in the cost of their services.

DRIVEWAY BOND RELEASE AUTHORIZED - TM #76.16-1-3 - TACONIC LAND DEVELOPMENT

WHEREAS application has been made by Taconic Land Development for the total release of a driveway plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations of the Town of Carmel for Tax Map #76.16-1-3; and

WHEREAS said application has been reviewed by the Building Inspector Michael G. Carnazza and release of the bond has been recommended,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the driveway bond posted for Tax Map #76.16-1-13 in the amount of \$4,000.

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> |

1 FEBRUARY 2012
TOWN BOARD MEETING

**DEPARTMENT OF RECREATION AND PARKS - ADVERTISING FOR BIDS
AUTHORIZED FOR BUS TRANSPORTATION FOR 2012 SUMMER CAMP
PROGRAM**

RESOLVED that, pursuant to the request of the Director of Recreation and Parks, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for bus transportation for the Town of Carmel Recreation and Parks 2012 Summer Camp Program; and

BE IT FURTHER RESOLVED that the Director of Recreation and Parks is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilwoman McDonough
Seconded by: 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> |

**DEPARTMENT OF RECREATION AND PARKS - SOLICITATION OF PROPOSALS
FOR A VENDOR TO OPERATE THE CONCESSION STAND AT SYCAMORE PARK
AUTHORIZED**

RESOLVED that, pursuant to the request of the Director of Recreation and Parks, the Town Clerk of the Town of Carmel is hereby authorized to solicit proposals for a vendor to operate the concession stand at Sycamore Park for a three (3) year period commencing March 22, 2012.

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> |

**FIRE PROTECTION AND AMBULANCE SERVICES - ENTRY INTO CONTRACTS
FOR 2012 AUTHORIZED**

WHEREAS appropriations have been made in the 2012 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, and

WHEREAS a public hearing on the above contracts was duly noticed and held at Carmel Town Hall on January 25, 2012 where all persons wishing to be heard were given opportunity to do so,

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:

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

| <u>Contractor</u> | <u>Services</u> | <u>Not to Exceed</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 | \$ 475,000.00 |
| Carmel Volunteer Ambulance Corps | Ambulance Services- Carmel Ambulance District #1 | \$ 210,000.00 |
| North Salem Volunteer Ambulance Corps | Ambulance Services- Carmel Ambulance District #1 | \$ 12,700.00 |

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

| <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 | |

Councilman Lupinacci proposed that in the future, the public should be given a greater opportunity to participate in the discussions regarding the fire protection contracts prior to adoption of the annual budget. Discussion was held regarding the matter.

DOG CONTROL OFFICERS RE-APPOINTED - KRISTEN CREARY DYCKMAN AND CHARLES DYCKMAN

RESOLVED, that the Town Board of the Town of Carmel hereby re-appoints Kristen Creary- Dyckman of Mahopac, NY as part time Dog Control Officer for the Town of Carmel at an annual salary of \$27,000, effective January 1, 2012; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Carmel hereby re-appoints Charles Dyckman of Mahopac, NY as part time Assistant Dog Control Officer for the Town of Carmel at an annual salary of \$2,000 effective January 1, 2012

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilwoman McDonough

| <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 | |

Supervisor Schmitt explained that the Dog Control Officer and her Assistant have not received an increase in their salaries since they were hired in 2003 and commended their outstanding job performance.

1 FEBRUARY 2012
TOWN BOARD MEETING

PROPOSAL ACCEPTED FOR ONLINE LEGAL RESEARCH - THOMSON REUTERS WEST - MONTHLY COST OF \$190.40

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Thomson Reuters West for online legal research services for the year 2012 at a monthly cost of \$190.40, said proposal being in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is authorized to sign all necessary documents to accept said proposal.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

| | |
|---|--|
| WEST. <small>A Thomson Reuters business</small> | Order Notification Contact your representative aleshia.hlivka@thomsonreuters.com with any questions. Thank you. |
|---|--|

Order ID: 287224

| Subscriber Information | | |
|---|--|---|
| Account Address: Account #: 1000388283 CARMEL POLICE DEPT 60 MCALPIN AVE MAHOPAC, NY 10541 US 845-628-1300 | Shipping Address: Account #: 1000388283 CARMEL POLICE DEPT 60 MCALPIN AVE MAHOPAC, NY 10541 US 845-628-1300 | Billing Address: Account #: 1000388283 CARMEL POLICE DEPT 60 MCALPIN AVE MAHOPAC, NY 10541 US 845-628-1300 |

| Payment and Shipping Information | Additional Information |
|--|--|
| Payment Method: Payment Method: WestAccount Account Number: 1000388283 Shipping Information: Shipping Method: FREE Ground Shipping - U.S. Only | Created By: 0063702 Order Source: 27 Revenue Channel: 30 Order Date: 1/13/2012 1:36:18 PM P.O. Number: Additional Data B: 5 |

| Order Contact Information | | | | | |
|---------------------------|-----------|---------------------|-------|----------------------------|----------------|
| First Name | Last Name | Email Address | Phone | Contact Description | Contact Number |
| Mike | Johnson | mrj@ci.carmel.ny.us | | Order Confirmation Contact | 28 |
| Mike | Johnson | mrj@ci.carmel.ny.us | | Primary Password Contact | 24 |
| Mike | Johnson | mrj@ci.carmel.ny.us | | Quickview Contact | Quickview |

| Internal Comments |
|---|
| OF Ver: https://ordermation.west.thomson.com/esigs/ofversion.aspx?ordergroupid=ce946921-6f38-4efc-b1e2-1931a0761141 |

| New Products - WestlawPRO/CD/WLEC/Other | | |
|---|--|-------------|
| Qty | Product | Material ID |
| 1 | Essentials Library — New York (WestlawNext™ PRO) (Banded) Special Options: Short-Term Contract 1 Month | 40982900 |

1 FEBRUARY 2012
TOWN BOARD MEETING

(Cont.)

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein.

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second

12 months not to increase by more than 5% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than 5% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:
Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, West LegalEdcenter Charges are billed thereafter at up to then-current rates.

GOVERNMENT SUBSCRIBERS ONLY:
Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

5 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

| User Information | | | |
|--|----------|---|-------|
| You have requested access for the following users: | | | |
| User | End Date | Position | Email |
| Johnson, Mike | | Non-Attorney | |
| | | <div>Order Subtotal: N/A</div> <div>* Estimated Tax: TBD</div> <div>Order Total: \$0.00</div> <div>Products Under 36 month contract term: \$190.40</div> <div>** Billed Monthly Total: \$190.40</div> | |

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

SHORT TERM BRIDGE WestlawPRO BRIDGE AMENDMENT

Amendment to Subscriber Agreement for Westlaw and CD-ROM Libraries between Subscriber and West, a Thomson Reuters business ("West") as follows:

1. Effect of Amendment. The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

2. Term and Termination. The Subscriber Agreement and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth herein.

3. Bridge

3.1 From the effective date of this Amendment and continuing for a minimum of one (1) month for 40982900 at \$0.00 complete calendar month thereafter

("Period 1"), Subscriber shall receive access, at the rates set forth on the Order Form, to the WestlawPRO product(s) elected by Subscriber on the Order Form. Access to and use of Westlaw Excluded Charges shall be billed to Subscriber at then-current Schedule A WestlawPRO rates.

3.2 From the end of Period 1 and continuing through the end of the Minimum Term (or Renewal Term) of 36 months for 40982900 ("Period 2"), Subscriber shall receive access to the WestlawPRO product(s) elected by Subscriber on the Order Form, at the rates set forth therein. All access to and use of Westlaw Excluded Charges will be billed at the then-current Schedule A WestlawPRO rates.

3.3 The Minimum Term for the new Westlaw PRO products on the Order Form shall be extended by the length of Period 1.

3.4 All other terms and conditions of the Subscriber Agreement shall remain unchanged.

1 FEBRUARY 2012 TOWN BOARD MEETING

(Cont.)

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 287224

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this order. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this order, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

| | | | |
|---|--|---|-------|
| X | Signature of Authorized Representative for order | X | Title |
| | Printed Name | | Date |

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Sign here

Account Validation and Certification (AVC) Form - Westlaw

WEST.

A Thomson Reuters business

| | | | |
|---|--|--|--|
| Subscriber Information | | REQUIRED | |
| Account Number (if applicable) | 1000388283 | | |
| Full Legal Name/Business Entity | CARMEL POLICE DEPT | | |
| Business Unit/Dept | | | |
| The applicant's business operates out of (please check one) | <input type="checkbox"/> A Commercial Location <input type="checkbox"/> A Residence (i.e. a home-based business) | | |
| Street Address | 60 MCALPIN AVE | | |
| City | MAHOPAC | | |
| Country (Corp accounts only) | US | | |
| State | NY | | |
| Zip | 10541 | | |
| Main Company Telephone | 845-628-1300 | Location/Contact/Ext Telephone | |
| E-Mail Address | mrj@ci.carmel.ny.us | Website Address | |
| Cell Phone (if no land line available) | | <input type="checkbox"/> Check here if no business website available | |
| ACCOUNT/BUSINESS TYPE SECTION Select the applicable business type and continue to next step | | | |

(Cont.)

☐ **Law Firm** Select one of the following:

☐ Solo Attorney Please provide License #
☐ Law Firm – 2 or more attorneys continue to Certification Section

☒ **U.S. Government**

☐ **Corporation**
Indicate the agency(s) which regulates your business:

☐ Secretary of State - Provide 2 letter State Code ☐ Dept of Labor ☐ FDIC ☐ NCUA ☐ SEC ☐ Other --please specify:

☐ **Indicate if the Subscriber is working on behalf of a government agency(s)** Name of Agency(s)
***Is the Subscriber an Investigative Company/Detective Agency or Firm?** ☐ Yes * ☐ No
***If yes:**

- A Business License is required. Please provide the License # below.
- Business must be incorporated.
- Use must be for commercial clients/purposes only.
- An onsite physical inspection may be required.

Please provide either your professional or business license number (Corporation only):

Professional License # -OR- Business License # (if available)
License Expiration Date
State of Issuance

This business is NOT regulated by an agency – Continue to the Certification Section

CERTIFICATION SECTION FOR PRIVACY COMPLIANCE

Subscriber certifies that it has read, understands and will comply with the terms of the Westlaw Subscriber Agreement including in particular (but not limited to) the Data Usage Restrictions. Subscriber understands that West is not a Consumer Reporting Agency and Subscriber will not use any Westlaw Data for any purpose regulated by the U.S. Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute. Subscriber further certifies one of the following:

☐ Subscriber is NOT one of the following types of companies/entities:
☐ Subscriber IS one of the following types of companies/entities: - Please select the applicable type below:

☐ Private detective (non-commercial use for private clients)
☐ Bail Bond Companies, Bounty Hunters, Repossession Firms
☐ Dating Services
☐ Internet People Locator Services
☐ Adoption Search Firms
☐ Diet Centers
☐ Credit Clinics, credit repair companies, and credit counseling firms
☐ News agencies and journalists
☐ Future Services (i.e., health clubs, timeshares, continuity clubs, etc.)

☐ Foreign Government
☐ Company involved and/or associated with inappropriate adult content web sites and/or adult-type web services.
☐ Library, Association or other entity providing access via Public Terminals
☐ Prison or Correctional Facility providing access to inmates/detainees
☐ Companies on an Alert List
☐ Condominium/Homeowners Associations
☐ Utility or telecommunications provider that sells services to consumers

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Additional Certification For Compliance
☐ Subscriber certifies that it is NOT involved in the following Credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor has it worked to further such activities of its customers.; nor is it on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List

Permissible Use under Gramm Leach Bliley Act
Subscriber's use of the data is limited by the U.S.Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:
At least one permissible use must be selected to be granted access or the Subscriber must select the non- permissible use:

☐ Subscriber certifies there is no permissible use
☐ For use by a person holding a legal or beneficial interest relating to the consumer.
☐ For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐ For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐ For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
☐ For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
☐ For use by any Law Enforcement Agency self regulatory organizations or for an investigation on a matter related to public safety.
☐ To persons acting in a fiduciary or representative capacity on behalf of the consumer
☐ For required institutional risk control or for resolving consumer disputes or inquiries
☐ With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act
Subscriber's use of the data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:
At least one permissible use must be selected to be granted access or the Subscriber must select the non- permissible use:

☐ Subscriber certifies there is no permissible use
☐ For official use by a Court, Law Enforcement Agency or other Government agency
☐ To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
☐ For use in connection with a civil, criminal or arbitral legal proceeding or legal research
☐ For use in connection with an insurance claims investigation or insurance antifraud activities
☐ For use by a licensed private investigator or licensed security service for legitimate DPPA purposes

Information Protection Affirmation
Subscriber shall be fully responsible for any unauthorized collection, access, use, and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, Subscriber shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and information assets and resources in question. Subscriber shall immediately notify West of any Information Protection Incident that may result in the unauthorized collection, access, use or disclosure of Personal Information subject to this Agreement. Subscriber shall make all reasonable efforts to assist West in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Personal Information. For purposes of its obligations hereunder, the acts or omissions of Subscriber's employees, shall also be deemed the acts or omissions of Subscriber

Appropriate Use Standard
West provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. The use of any West information asset will be for legitimate business purposes only and in accordance with all applicable West corporate policies. Any access to or use of non-public personally identifiable information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of West resources, including but not limited to the use of non-public personally identifiable information. All employees associated with the Subscriber, including all personnel must adhere to these requirements.

Please acknowledge that you and authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S.DPPA) and all other applicable federal, state, and local laws, rules, and regulations. Your signature below as "Authorized Representative" certifies that you are the authorized signatory for this account(s).

(Cont.)

I hereby certify that I am authorized to execute this Account Validation and Certification Form on behalf of the Subscriber listed above and that statements I have provided in this form are true and correct. Further, I hereby certify that the Subscriber agrees to the terms and conditions set forth in this form and understand that I may periodically be required to re-certify information provided herein but not more than once every two years.

AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

Printed Name _____
Title _____
Date _____
Signature _____ X

All information is subject to verification and approval by West.

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Subscriber Agreement for Westlaw® and
CD-ROM Libraries



AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson Reuters business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM, USB and similar format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) **Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Westlaw.** Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms"), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to

Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and Internet Based Services.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) **Internet Based Services.** Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services, nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Usage Restrictions and Information Protection.

(a) **Use of Westlaw Data.** Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. §

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1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

(b) **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

7. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. **Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR

ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

16. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

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Schedule A to Subscriber Agreement



**Plan 2 WestlawPRO® for State and Local Government Entities
— Government Service**

Available only to employees of state, county, and city government entities with 40 or fewer affiliated attorneys (up to 100 attorneys for Government Select products) accessing Westlaw® for government or legal services/legal aid purposes. Government entities are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is STRICTLY PROHIBITED.

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 1 through 5 below set forth charges that apply to both westlaw.com and WestlawNext™ (next.westlaw.com). Not all Westlaw subscribers have access to WestlawNext.

1. **WestlawPRO Obligations and Restrictions.** Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is STRICTLY PROHIBITED. In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's monthly WestlawPRO charges ("Monthly WestlawPRO Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

2. **Monthly WestlawPRO Charges.** Monthly WestlawPRO Charges for the products elected by Subscriber appear on the Order Form and include usage, communications, WestClip (non-continuous), offline transmission (as limited by the Subscriber Agreement), certain KeyCite® Alert (non-continuous), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Charges associated with the databases, Features and services that are not part of the WestlawPRO products elected by Subscriber will be billed in addition to the Monthly WestlawPRO Charges at the rates set forth below ("Excluded Charges"). West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

3. **Training Charges**
Training and technical support charges are as set forth on the Order Form.

4. **West Reporter Images**
West Reporter Images \$16.00 per image
No offline transmission charges apply.

5. **Rise of American Law**
Rise of American Law – Time \$33.33 per minute
Rise of American Law – Search 500.00 per transaction
Rise of American Law – Finds 300.00 per transaction
Rise of American Law – Images 300.00 per image

Plan 2 WestlawPRO Government for State and Local Government Agencies. Paragraphs 6 through 16 set forth the charges that apply to westlaw.com.

Upon accessing westlaw.com, a user may elect either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

| 6. Per Minute Charges | |
|---|-----------------|
| A. Per Minute Usage Charges | Per Minute Rate |
| i. Combination Databases | \$ 1.05 |
| ii. Highlights Databases | 2.85 |
| iii. Basic Databases | 3.42 |
| iv. Westlaw Standard Databases | 6.25 |
| v. Westlaw Standard Databases-Codes | 7.50 |
| vi. Deluxe Databases | 7.68 |
| vii. Specialty Databases | 7.85 |
| viii. Premium Databases | 8.50 |
| ix. Allfile Databases | 10.80 |
| x. Multi-Search Databases | 11.20 |
| xi. Super Allfile Databases | 13.50 |
| xii. Select Databases | 15.50 |
| xiii. Super Premium Databases | 16.38 |
| xiv. Super Select Databases | 13.83 |
| xv. ResultsPlus Standard Databases | 7.81 |
| xvi. ResultsPlus Premium Databases | 10.63 |
| xvii. ResultsPlus Allfiles Databases | 13.50 |
| xviii. ResultsPlus Super Allfiles Databases | 16.88 |
| xix. ResultsPlus Select Databases | 19.38 |
| xx. ResultsPlus Super Premium Databases | 21.43 |
| xxi. Westlaw Tax Time Class Databases | 8.25-23.38 |

Usage charges begin when Subscriber's password is transmitted and end when the session ends.

B. **Communications Charges.** \$22 per minute.
Communications charges begin when Subscriber's password is transmitted and end when the session ends - they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

7. **Transactional Charges**

A. **i. Search Charges**
Each search query will incur a search charge. Search charges range from \$0 to \$230 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

| Search charges for multiple database searches are discounted as follows: | |
|--|--------------|
| 1 database | No discount |
| 2-3 databases | 10% discount |
| 4-10 databases | 20% |
| 11+ databases | N/A |

ii. **Westlaw Legal Calendaring** \$20.00 per transaction

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TOWN BOARD MEETING

(Cont.)

| | | |
|--------------------------------------|---------|-----------------|
| iii. PeopleMap | | |
| Search | \$50.00 | per transaction |
| Comprehensive Report | 149.00 | per report * |
| Core, Asset or Adverse Report | 100.00 | per report * |
| Document Find | 25.00 | per transaction |
| Graphical Expansion | 25.00 | per transaction |
| West Case Timeline | 20.00 | per transaction |
| Neighbors/Relatives (Past & Current) | 5.00 | per transaction |
| * includes search charges | | |

B. Online Find Charges *

| | Charge Per Document |
|---|---------------------|
| Find (Primary Law) | \$8 |
| Find (Secondary Law/Regulations Finds/Display) | 16 |
| Find (BNA, RIA) | 25 |
| Find (PastStat Loc, State LH, NetScan & StateNet) | 25 |
| Find (ResultsPlus) | 50 |
| Find (ResultsPlus Briefs/Trial Documents) | 80 |
| Find (Briefs and Trial Documents) | 65 |
| Find (State Survey) | 200 |
| Find (Expert Witness) | 50-125 |
| Find (Dockets) | 15 |
| Find (Westlaw Tax) | 12-22 |
| Find (West Court Wires) | 10 |
| Find by Title** | N/A |

* Includes Find Charges for Previous Section/Next Section

**Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

C. Online Citation Checking Charges

| | | |
|-------------------------------------|--------|--------------|
| KeyCite™ | \$6.25 | per citation |
| RIA-Cite | 6.25 | per citation |
| West CiteAdvisor | | |
| Citation Formatter | 45.00 | per document |
| TOA Builder | 45.00 | per document |
| TOA Builder (with use of formatter) | 34.00 | per document |
| BriefTools | | |
| Links | 30.00 | per document |
| Flags | 6.50 | per citation |

QuickCite® creates a search query which will result in a search charge. No separate online citation checking charges apply. No offline transmission charges apply.

D. QUOTE Charges \$.15 per entry

| | |
|---------------------|------------------------------|
| E. Document Display | |
| Reports Viewed | \$75-\$300 per report viewed |
| Documents Viewed | 5-600 per transaction |

8. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in the Options Directory. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines and e-mail via Westlaw functionality, unless otherwise indicated.

| | Rate Per Line | Rate Per Document |
|----------------------------------|------------------|----------------------|
| Westlaw Public Records Databases | \$.04 | \$ 5 |
| Briefs | .04 | 20 |
| Selected databases | up to .65 | up to 50 |
| All other databases | .04 | 10 |

9. WestCheck® and find&print.com Charges

| | |
|---------------------------|---------------------|
| Citation Service | Charge Per Citation |
| KeyCite | \$6.25 |
| Table of Authorities | 1.00 |
| QuoteRight™ | 7.00 |
| Find | 13.00 – 225.00 |
| Find (Selected databases) | 23.00 – 70.00 |
| Content Verification | .50 |

No offline transmission charges apply.

10. Alert Services Charges

| | |
|---------------------------|------------------------------|
| WESTClip | |
| Non-continuous Clipping | \$0 |
| Continuous Clipping | 4.50 per day per search |
| BNA Clipping | 14.00 per transaction |
| KeyCite Alert | |
| Non-continuous Clipping | 7.00 per transaction |
| Continuous Clipping | 9.00 per day per transaction |
| KeyRules Alert | 6.00 per transaction |
| CapWatch | 5.00 per transaction |
| WCW Newsletter Delivery | 4.00 per transaction |
| Regulatory Topical Alerts | |
| Non-continuous clipping | 0 |
| Continuous Clipping | 4.50 per transaction |

Database charges apply to the online display of WestClip and Docket Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Docket Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WestClip cite lists (excluding BNA) or KeyCite Alert.

11. Westlaw Public Records Charges

The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third-party services may apply. The following transaction charges apply in addition to the per minute and transactional charges:

| | Charge Per Detail Record Viewed |
|----------------------------|------------------------------------|
| Delaware Corporate Records | \$9.00 |
| D&B Alert | |
| | Charge Per Entry \$5.00 |

The following charges apply in lieu of per minute and transactional charges:

| | Charge Per Document |
|--|---------------------|
| Duns Business Records Plus* | |
| Business Record & Full Financial | \$128.90 |
| Business Information Report (domestic) | 110.00 |
| Business Information Report (international) | |
| Africa | 443.00 |
| Middle East | 443.00 |
| Asia Pacific | 443.00 |
| Latin America | 340.00 |
| Europe | 288.00 |
| Canada | 144.00 |
| Comprehensive Report | 129.50 |
| Family Tree Report | 60.10 |
| Business Record & Financial Abstract | 60.10 |
| Business Record | 35.70 |
| Business Abstract | 23.35 |
| Family Member Profile | 9.80 |
| Company Relations | 2.35 |
| Per company-250 companies maximum (250 companies or more - no additional charge) | |
| Branch Locations | 2.35 |
| Per location-250 locations maximum (250 locations or more - no additional charge) | |

*Minimum fee of \$15.75 per search.

12. Company Profiles Database Charges

| | |
|-----------------|---------------|
| Index Search | \$0 |
| Company Profile | 35 per report |
| ResultsPlus | 40 per report |

Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

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TOWN BOARD MEETING

(Cont.)

- 13. Dockets Charges**
The following charges apply in lieu of per minute and transactional charges:
- | | | |
|-----------------------------|-----------------------|-----------------|
| Search | \$7 - 14 | per transaction |
| View document | 5 | per document |
| Update document | 2 - 8 | per document |
| Dockets Alert * | 5 | per transaction |
| Multi-Base Searches | 20 - 145 | per transaction |
| Docket Tracking * | 2 - 10 | per transaction |
| Case Calendaring | | |
| Information Update | 2 | per transaction |
| Tracking Service | 1 | per transaction |
| Integration Service | 1 | per transaction |
| Document retrieval services | At then-current rates | |
- * Limit of 99 alerts/tracks per password

- 14. PDF Charges**
- | | | |
|--------------------------------------|------------|--------------------------|
| Attorney Medical Advantage | \$225.00 | per image |
| Blaussen Medical Illustration | | |
| Standard Collection | 250.00 | per image |
| Premier Collection | 275.00 | per image |
| Experian Reports | 8.00-44.95 | per report |
| Briefs/Trial Docs/State Surveys | 65.00 | per image |
| DE Chancery Docket | 65.00 | per image |
| Deed Image | 25.00 | per image |
| Dockets PDF | 4.00 | per image |
| Expert Witness/Courtroom Transcripts | 65.00 | per image |
| Legal Due Diligence Reports | 200.00 | per image |
| Investext | 9.95 | per page |
| Real Property Parcel Maps | 15.00 | per image |
| Patent Image | 3.00 | per image |
| ResultsPlus Investext | 14.95 | per 1 st page |
| (Each additional page) | 9.95 | per page |
- No offline transmission charges apply.

- 15. West Batch Processing**
Charges of \$.05 - \$2.00 per row shall apply in lieu of per minute or transactional charges. Any users of West Batch Processing must be credentialed prior to accessing.

- 16. Westlaw Doc & Form Builder**
Westlaw Doc & Form Builder \$10.00-\$95.00 per document

Plan 2 WestlawPRO for State and Local Government Agencies.
Paragraphs 17 through 22 below set forth charges that apply to WestlawNext. Not all content and features are accessible via WestlawNext.

Upon accessing next.westlaw.com, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

- 17. Per Minute Charges**
- A. Home, Content and Topical Pages** \$4.00 per minute
- B. Viewing a Search Result List** \$8.00 per minute
- C. Per Minute Charges for Viewing Full Text Documents**
Range from \$9.34 per minute to \$45.34 per minute.
- D. Communications Charges** \$.22 per minute
- Communications charges apply to sessions when per minute billing is selected. They begin when a password is transmitted and end when the session ends - they apply to the entire WestlawNext session.

- 18. Transactional Charges**
- A. Search Charges** \$48 per search
- Each search query will incur a search charge.
- B. Document Display Charges**
Range from \$9 to \$104 per document
- Each document display will incur a transactional charge. No offline transmission charges apply.

- C. Online Citation Checking Charges**
KeyCite \$9.00 per citation

- D. Docket Charges**
The following charges apply in lieu of per minute and transactional charges:
- | | | |
|--------------------------|---------------|--------------|
| Document Display | \$9.00 | per document |
| Docket PDF | \$4.00 | per image |
| Document Update | \$2.00-\$8.00 | per document |
| DE Court of Chancery PDF | \$69.00 | per image |
| View Document from Alert | \$5.00 | per document |
- * See Pricing Guide for additional details.

- 19. Forldering**
Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current WestlawNext transactional document display charge. Hourly billing (including Communications Charges) is suspended while browsing folders.

- 20. WestlawNext Access Charges**
- | | |
|------------------|--------------------------|
| Search | \$10 per search |
| Document Display | \$5 per document display |
| KeyCite | \$2 per citation |
- WestlawNext Access Charges will be billed in addition to WestlawNext charges, for those Subscribers that access WestlawNext and have not purchased a WestlawNext subscription. These charges will be billed on a transactional basis for hourly and transactional sessions.

- 21. Offline Transmission Charges**
A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via WestlawNext functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08
Per document charges range from \$10.00 to \$25.00

- 22. PDF Charges**
- | | | |
|--------------------------------------|-------|-----------|
| Briefs | 69.00 | per image |
| Trial Docs/State Surveys | 69.00 | per image |
| Expert Witness/Courtroom Transcripts | 69.00 | per image |
- No offline transmission charges apply.

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Subscriber Certifications (must be completed for every order, including renewals)

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of Westlaw and Premise or other West software (for CD-ROM/DVD or West Reporter DVD-Archival orders) and Subscriber's responsibility for controlling Internet and network access:

- ____ **Subscriber's Initials.** Functionality of Westlaw cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control network access to the Internet or internal correctional sites. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of Westlaw and Subscriber's responsibility for controlling Internet and network access.
- ____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and other West software (including CD-ROM/DVD or West Reporter DVD-Archival orders). Subscriber must design, configure and implement its own security configuration.
- ____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.
- ____ **Subscriber's Initials.** In the event Subscriber uses any West software to access CD-ROM/DVD-ROM or West Reporter DVD-Archival products, Subscriber agrees to maintain the most current version of the West software for security purposes.

Subscriber, by his/her initials below, certifies that the following is current and accurate and that Subscriber shall provide West with prompt written notice should the status of any of the following certifications change. West may restrict access to certain databases, features or services at any time.

Westlaw (including access as a link from CD-ROM products) will be accessed by and/or Data provided to (please initial only one):

- ____ Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).
- ____ Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:
- Employee conducts Westlaw research online and provides printed Westlaw documents to inmates.
 - Employee conducts Westlaw research online and posts printed Westlaw documents in the prison.
 - Employee conducts Westlaw research online and makes printed Westlaw documents available for check-out from the inmate library.
- All such access use will fully comply with the following restrictions:
- In no event shall inmates be provided direct access to or control of the terminal.
 - Westlaw terminals will be located in a secured location that does not provide inmate access.
 - Access shall only be given to Subscriber employees.
 - No access shall be outsourced or otherwise provided to third parties.
 - Subscriber shall be solely responsible for ensuring that no sensitive information is provided to inmates.
- ____ Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

For Internal Use Only:

CVM approval for Westlaw Correctional Facilities Order Form

Signature _____ Date _____
Printed Name _____ Title _____

**1 FEBRUARY 2012
TOWN BOARD MEETING**

(Cont.)

Councilman Lombardi stated that he has confirmed with Michael Johnson, Police Chief that Thomson Reuters West will provide training to the staff for their online legal research services.

PUBLIC COMMENTS

Michael Barile welcomed the two new members to the Town Board. He commented that it was a mistake not to fill the vacancy that occurred last year because it is important for the Town Board to have five members at all times.

Mr. Barile stated that he agreed that there should be greater exposure with regard to the cost of fire protection in the Town of Carmel.

Mr. Barile urged the Town Board to complete the fact finding process with regard to town-wide garbage collection in the Town of Carmel.

Mr. Barile stated that there is no better time than now for the Town to borrow money and therefore, the Town Board should authorize bonding for much needed Highway Department trucks as well as any other necessary fleet vehicles.

Mr. Barile commented to increase the efficiency of the position, the term of the Town Supervisor should be increased from two years to four years, the same as the terms of the councilmembers.

Mr. Barile expressed his disappointment with the lack of enforcement of the legislation adopted by the Town Board to improve the appearance of Route 6 initiated by the Zoning Code Compliance Committee. Pointing out that several recent meetings of the Committee have been cancelled, he advocated for someone new to bring the committee back to its full force.

TOWN BOARD MEMBER COMMENTS

Councilman Lupinacci announced that the first annual Cupcakes Wars will be held on February 11, 2012 from 11:00 a.m. to 2:00 p.m. at the Mahopac High School. Teachers will battle it out for the title of "Cupcake Master". Profits will benefit the Mahopac Educational Foundation.

Supervisor Schmitt reported that the Town of Carmel recently obtained three self-enclosed military grade emergency generators from a federal surplus program in like-new condition for use by the Town's utility systems for \$1,200 per unit, the administrative fee charged by New York State Office of General Services for the transfer of the property to the Town. He stated that if purchased new at current market prices the cost of these units could well have approached \$150,000. Supervisor Schmitt acknowledged Ron Gainer, Town Engineer, Michael Simone, Highway Superintendent and Robert Vara, Engineering Projects Coordinator for their efforts in securing the equipment.

Councilman Lupinacci addressed inquiries made to him by residents with regard to the proposed development at Union Place. He clarified that he is neither for, nor against the project at this time. He stated that due diligence is required and additional information provided.

Gregory Folchetti pointed out for the record that Union Place is not a matter before the Town Board in any capacity and that an application for a zoning change could come before the Town Board.

Councilman Lombardi asked that two very special residents recovering from recent surgeries be kept in the thoughts and prayers of all.

1 FEBRUARY 2012
TOWN BOARD MEETING

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all Town Board members present and in agreement, the Regular Meeting was adjourned at 7:51 p.m. to Executive Session for the Town Board to conduct interviews for various administrative board vacancies.

Respectfully submitted,

Ann Garris, Town Clerk