

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 Deputy Supervisor Frank Lombardi on the 2nd day of April 2014 at 7:07 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 and Councilman Lombardi. Supervisor Schmitt and Councilwoman McDonough were absent.

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

CARMEL WATER DISTRICT #2 - PROPOSAL ACCEPTED FOR ALTERNATIVE WATER SUPPLY STUDY - J. ROBERT FOLCHETTI & ASSOCIATES, LLC - \$39,240.00

THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2 hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster for performance of an alternative groundwater supply study within Carmel Water District #2 at a contract price of \$39,240; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign the agreement for services in form as attached hereto and made a part hereof, as well as all other documentation necessary and required to accept said proposal on the terms authorized herein.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

J. ROBERT FOLCHETTI & ASSOCIATES, LLC
CIVIL/ENVIRONMENTAL ENGINEERS

March 18, 2014

Hon. Kenneth Schmitt, Supervisor
Town of Carmel
Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

**RE: CARMEL WATER DISTRICT NO. 2
ALTERNATIVE SUPPLY INVESTIGATION**

Dear Supervisor Schmitt:

Pursuant to our ongoing discussion, JRFA is pleased to present this proposal for Professional Engineering services to investigate the potential for developing an Alternative Water Supply for Carmel Water District No. 2.

For your convenience we have divided our proposal in to three sections:

- SECTION 1 – BACKGROUND AND UNDERSTANDING**
- SECTION 2 - SCOPE OF SERVICES**
- SECTION 3 - SCHEDULE AND COST ESTIMATE**

The Engineering Services are to include the following work:

SECTION 1 - BACKGROUND AND UNDERSTANDING

The Town of Carmel Water District No.2 (CWD 2) relies on Lake Gleneida as its source of supply. Lake Gleneida is a controlled lake within the NYC Croton Reservoir system. According to the New York City Watershed Rules and Regulations (2010), a controlled lake is one from which the City may withdraw water pursuant to rights acquired by the City or as a right of ownership. As a result, the Town of Carmel must pay the City for the privilege of withdrawing and consuming water from Lake Gleneida.

2 APRIL 2014
TOWN BOARD MEETING

(Cont.)

A review of the past ten years of raw water rate increases by the New York City Water Board indicates that the cost of purchasing Lake Gleneida water has increased from \$485.71 to \$1496.76 per million gallons. CWD 2 withdraws an average of 800,000 gallons of raw water per day. The average increase is 10.9% per year since 2003. The cost to CWD 2 consumers in 2013 was \$556,925.11. Applying the historic average increase of 10.9% to this figure annually for the next decade reveals an annual cost of over \$1.5 million by 2023.

31 SODOM ROAD
Brewster, New York 10509
845-363-1560
Fax 845-279-2062

815 WINTERTON ROAD
MIDDLETOWN, NY 10940
845-224-9347
Fax 845-279-2062

www.jrfa.com

Hon. K. Schmitt, Supervisor
CWD #2 Alternative Water Supply
March 18, 2014
Page 2

The Town Capital Plan includes a budget item for an investigation into an alternative water supply. Given the current and potential expense for continued water withdrawal from Lake Gleneida, JRFA proposes to undertake this investigation now.

SECTION 2 - SCOPE OF SERVICES

Task 1 Summary of Existing Conditions

- 1.1 Existing Plant Evaluation: Identify history; process; age; condition; total annual cost of a gallon of water produced; total annual cost of raw water withdrawn for backwashing existing filters; total annual cost to treat wastewater discharged to CSD 2. Identify future demand based on historic consumption trends; concept cost for a replacement water treatment system and concept cost/gallon for replacement system.
- 1.2 Summary of relationship with water supplier, NYC. Summary of historic raw water costs, trends and projections.
- 1.3 Develop the concept of radius of search based on projected raw water costs over 10 years expressed as the length of an alternative raw water pipeline to identify the area of exploration for alternative water sources.

Level of Effort: 48 MH (48 P.E.)

Task 2 Investigate Ground Water options considering both consolidated rock and unconsolidated sediment sources.

- 2.1 Conduct map studies to locate most promising areas for exploration within a reasonable area of exploration.
- 2.2 Evaluate existing fracture trace studies for rock well possibilities. Investigate historical rock well yields. Develop rock well configuration for required CWD 2 yield.
- 2.3 Evaluate existing topographic maps, geologic maps, aerial photography, and geologic investigations of Putnam County wells and aquifers for potential unconsolidated well sources.
- 2.4 Field evaluation of unconsolidated prospects. Develop unconsolidated well configuration for required CWD 2 yield.
- 2.5 Identify potential for meeting current and future demand from identified sources.
- 2.6 Identify permitting requirements.
- 2.7 Recommendation regarding continued geophysical recommendation.
- 2.8 Provide conceptual cost estimates for selected ground water option.

Level of Effort: 80 MH (80 P.G.)

Task 3 Investigate Surface Water options.

- 3.1 Conduct map studies to locate most promising surface water bodies within a reasonable area.
- 3.2 Identify conceptual facilities required to develop selected surface water source.

Hon. K. Schmitt, Supervisor
CWD #2 Alternative Water Supply
March 18, 2014
Page 3

- 3.3 Identify potential for meeting current and future demand from identified sources.
- 3.4 Identify permitting requirements.
- 3.5 Provide conceptual cost estimates for selected surface water source and upgrade of existing water treatment plant.

Level of Effort: 60 MH (60 P.E.)

(Cont.)

Task 4 Report

- 4.1 Develop and present a comprehensive report identifying alternatives, including mapping, that presents Findings, Conclusions and Recommendations.

Level of Effort: 30 MH (30 P.E.)

SECTION 3 - SCHEDULE AND COST ESTIMATE

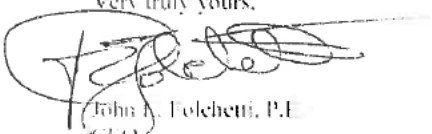
JRFA can commence work immediately on this project. It is estimated that the project can be completed and the report delivered within 120 days of Notice to Proceed.

The geologic investigation for the Ground Water Option identified in Task 2 will be headed up by J. Robert Folchetti, P. E., a registered Professional Geologist and the founder of this firm. The Summary of Existing Conditions, Surface Water Investigation and Final Report will be headed by John E. Folchetti, P.E., Chief Consulting Engineer for the Town of Carmel.

The engineering Level of effort and estimated costs for this project are as follows:

Task 1	48 MH	\$8,640.00
Task 2	80 MH	\$14,400.00
Task 3	60 MH	\$10,800.00
Task 4	30 MH	<u>\$5,400.00</u>
Total		\$39,240.00

We are available to discuss any aspect of this proposal with you at your convenience. Thank you for your consideration and we look forward to hearing from the Town of Carmel.

Very truly yours,

John E. Folchetti, P.E.
(44)

JEF:fac

Deputy Supervisor Lombardi stated that Supervisor Schmitt and Councilwoman McDonough had both indicated that had they been present for the meeting, they would have voted in favor of the resolution. Deputy Supervisor Lombardi then called upon John Folchetti, P.E. to explain the purpose for the study.

John Folchetti explained that J. Robert Folchetti & Associates, LLC will be investigating the potential for developing alternative water supplies for Carmel Water District #2 as well as perform an evaluation of the water treatment plant to assess operating and maintenance costs.

ENTRY INTO CONTRACT WITH VISION GOVERNMENT SOLUTIONS, INC. FOR TOWN-WIDE REAL PROPERTY REVALUATION SERVICES AUTHORIZED - \$842,000.00

WHEREAS, the Town Board of the Town of Carmel has previously solicited proposals for the performance of a Town-wide revaluation of real property within the Town of Carmel; and

NOW THEREFORE BE IT RESOLVED that the Town of Carmel hereby accepts the proposal of Vision Government Solutions, Inc., Northborough, at a contract price of \$842,000; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign the agreement for services in form as attached hereto and made a part hereof, as well as all other documentation necessary and required to accept said proposal on the terms authorized herein.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Schneider

(Cont.)

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

CONTRACT

**REAL PROPERTY REASSESSMENT PROJECT
LOCATED WITHIN THE CORPORATE LIMITS OF
THE TOWN OF CARMEL, NEW YORK**

This Agreement, made this _____ day of _____, 20____, by and between the TOWN OF CARMEL, a municipal corporation located in the State of New York, ("TOWN") acting by and through its _____ having been so duly authorized with its principal place of business at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541 and Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 44 Bearfoot Road, Northborough, MA 01532 hereinafter termed the CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the TOWN plans to undertake a real property reassessment project as set forth in the "Request for Proposal Specifications" issued by the Town of Carmel, New York dated June 12, 2013 ("RFP"); and

WHEREAS, the CONTRACTOR is to assist the TOWN in undertaking such real property reassessment project according to its "Response to the Request for Proposal for Real Property Reassessment Project" dated September 19, 2013 ("Vision Proposal").

NOW, THEREFORE, the TOWN and the CONTRACTOR, for mutual consideration and under the conditions hereinafter set forth, hereby agree as follows:

1 CONTRACT DOCUMENTS

- 1.1 All of the documents including this Agreement which make up the Contract Documents are as follows:
- a) the Project Cost Itemization attached as Exhibit A;
 - b) the Master Software License and Services Agreement ("Software License") attached as Exhibit B;
 - c) the CAMA Software Statement of Work ("SOW") attached as Exhibit C;
 - d) the Software Maintenance Schedule ("Maintenance Schedule") attached as Exhibit D;
 - e) the Web Hosting of Assessing Database Schedule ("Web Hosting Schedule") attached as Exhibit E;
 - f) the RFP attached as Exhibit F and as modified by (i) the October 21, 2013 letter attached as Exhibit F1, (ii) the October 31, 2013 letter attached as Exhibit F2, and (iii) the "Exceptions and Clarifications" document attached as Exhibit F3 (collectively the "Modified RFP"); and
 - g) the Vision Proposal attached as Exhibit G; and
 - h) the Proposal for Aerial Imagery and Computer Software ("Pictometry Proposal") attached as Exhibit H.
- 1.2 The Contract Documents are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders or Amendments to the Contract Documents (with the most recent taking precedence); this Agreement; the Project Cost Itemization; the Software License; the SOW; the Maintenance Schedule; the Web Hosting Schedule; the Modified RFP; the Vision Proposal; and the Pictometry Proposal.

2 ENGAGEMENT OF CONTRACTOR

- 2.1 The CONTRACTOR agrees to perform all the services and furnish all the records, materials, forms, and supplies required by and in complete accordance with the Contract Documents, and provide all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent New York General Statutes and Regulations of New York Office of Real Property.

3 COMMENCEMENT AND COMPLETION DATES

- 3.1 The CONTRACTOR agrees to commence at a mutually agreeable time and complete the work according to the time schedule as set forth in the Contract Documents.

(Cont.)

4 COMPENSATION

- 4.1 Excluding options as may be listed herein or within the Contract Documents, The TOWN agrees to pay the CONTRACTOR the total sum of **Eight Hundred Forty-Two Thousand Dollars (\$842,000)** as compensation for the CONTRACTOR'S services to be performed, the software, operating systems, databases to be delivered; records, materials, forms and supplies to be furnished by the CONTRACTOR.
- 4.2 The CONTRACTOR and the TOWN will follow the procedure outlined in Section 8 of the RFP for payment with the following modifications:
- a) The amount of money retained until the completion of the project shall be ten percent (10%); and
 - b) In lieu of the third paragraph of Section 8 of the RFP, if the project administrator determines that, due to the fault of the contractor, the project is not progressing satisfactorily on schedule, the penalty shall be assessed against the CONTRACTOR at five hundred dollars (\$500) per day beyond the final completion date of the project with exceptions made for force majeure events and extensions granted by the TOWN.
- 4.3 In addition, the CONTRACTOR agrees to develop a subcontract with Pictometry International Corp. located in the state of New York ("Pictometry") for oblique imagery and Sketch Check analysis to be included at an additional cost to be determined by the TOWN's election of services (see Exhibit H for pricing and services description). The CONTRACTOR will be the agent for Pictometry and all payments for this additional work will be invoiced through the CONTRACTOR. The TOWN agrees to sign a work performance agreement with Pictometry once the subcontract relationship is defined. For avoidance of doubt, any fees for this work contemplated within Exhibit H and this section 4.3 are not included in the contract value stated in section 4.1 above.

5 RULES AND PROCEDURES

The CONTRACTOR hereby affirms that it will conduct this project in strict compliance with the rules and procedures and provide all products as described in the Project Verification Documentation list to the assessor/project administrator and ORPTS' Customer Relationship Manager so as to facilitate the timely verification of this reassessment.

6 EMPLOYMENT REQUIREMENTS

The CONTRACTOR shall comply with all the applicable provisions of Federal and State laws, rules and/or regulations regarding employment, and will further specifically comply with those sections related to discrimination as follows:

2

In hiring of employees, for the performance of work under the revaluation contract, or any subcontract hereunder, no contractor or subcontractor shall by reason of race, age, sex, color, creed, or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the revaluation contract by reason of race, age, sex, color, creed, or national origin.

In the event the CONTRACTOR breaches any of the terms set forth herein with regard to discrimination, or violates the New York State Labor Law, as last amended, during the pendency of this agreement, there may be deducted by the TOWN the legally designated penalty for each person for each calendar day during which such person was discriminated against, or intimidated, in violation of the provisions of this agreement, from the fixed price heretofore set in to be paid to the CONTRACTOR.

This Agreement may be canceled or terminated by the TOWN and all monies due or to become due may be forfeited for a second or any subsequent violation of terms or conditions of this section of this Agreement.

All project personnel must be approved by the TOWN prior to being employed for the project and will be required to carry an identification card while on project business. This I.D. card will contain the employee's photograph, name, title and physical description. This card will carry the signature of the project administrator and will be issued by the TOWN. This card will be surrendered to the project administrator upon termination of the employee or upon completion of the project.

7 CHANGES IN CONTRACT

There shall be no changes, alterations, or additions in this Agreement without prior written consent of the TOWN and the CONTRACTOR. This specifically includes the fixed price payment and per diem charges as outlined in this Agreement.

In the Proposal, the CONTRACTOR has stated that the fixed price paid by the TOWN to the CONTRACTOR shall include any and all expenses set forth by example herein, but not limited thereto, including all temporary living and relocation expense allowances, nominal office supplies, direct and indirect costs, administrative and marketing overhead, and travel within TOWN. The said fixed price also includes expenses of the company, its agents and/or employees for travel outside the TOWN.

(Cont.)

8 STATEMENT OF NON-COLLUSION

A statement of non-collusion, duly executed by the CONTRACTOR, has been affixed to the Proposal pursuant to the RFP, and affirms that:

The proposed fixed price has been arrived at independently, without collusion, consultation or communication as to any other company or with any competitor.

The said fixed price was not disclosed by the CONTRACTOR and was not knowingly discussed prior to the submission, directly or indirectly, to any other company or to any competitor.

No attempt was made by the CONTRACTOR to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

3

9 INSURANCE REQUIREMENTS

The TOWN and the CONTRACTOR must mutually understand and agree that their respective liability hereunder for damages, regardless of the form of proceeding or action, shall be such as is defined by applicable statutes and common law of the State of New York.

The CONTRACTOR will serve in the capacity of an independent contractor in this revaluation project and will maintain insurance at least as hereinafter set forth so as to protect it and the TOWN from any and all claims under the Workers' Compensation Law, and such other employee benefits law, and from claims for damage to person or property arising out of and during its operation pursuant to this Agreement, for the entire pendency of this reassessment project:

- A comprehensive general liability insurance policy with the following limits of coverage: bodily injury and property damage, \$1,000,000 each occurrence, \$1,000,000 each individual claim per occurrence, \$1,000,000 aggregate of all claims per occurrence.
- A comprehensive automobile insurance policy with the following limits: bodily injury, \$1,000,000 each person and \$1,000,000 for each occurrence; property damage, \$1,000,000 each occurrence, aggregate \$1,000,000 for each occurrence.
- The foregoing comprehensive liability insurance policy and comprehensive automobile liability insurance policy shall include the TOWN as an additional named insured, at no extra cost to the TOWN, and the certificate of the insurance relating hereto shall be submitted to the TOWN upon the signing of the contract. The CONTRACTOR, in addition to the foregoing, must provide and maintain, during the pendency of the reassessment project, such Workers' Compensation and Employer Liability Insurance and New York State Benefits Insurance policies as are required by statute. An insurer licensed and authorized to do business in the State of New York that maintains an office within the State of New York must issue all of the insurance.

10 CONFLICT OF INTEREST

No director, officer, employee, agent, contractor, or subcontractor of the CONTRACTOR shall be deemed to be an agent, servant and/or employee of the TOWN. The CONTRACTOR shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any elected or appointed official of any city, town, village, hamlet, school district, or other political subdivision of the TOWN or any member of the immediate family.

The CONTRACTOR agrees that it will require all its directors, officers, employees, agents, contractors, or subcontractors, to be bound and adhere to the Code of Ethics of the TOWN (See Appendix A of the RFP). The CONTRACTOR further agrees that it will require all of its employees to comply with all applicable laws relating to this Agreement and it will provide relevant testimony regarding any phase of this Agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of this Agreement by the TOWN.

11 ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not assign, convey, transfer, or delegate any of its responsibilities and obligations to this Agreement to any person, corporation, partnership, association or entity, without the prior written approval of the TOWN's contract administrator, such consent not being unreasonably withheld.

4

12 OWNERSHIP OF WORK PRODUCTS

All final written or tangible work products shall belong to the TOWN. In the event of premature discontinuation of work, the CONTRACTOR agrees to provide all existing work and data files to the TOWN. Delivery of all files after the project is completed will be as outlined in Section 7 of the RFP.

(Cont.)

13 GENERAL LEGAL RESPONSIBILITY

The CONTRACTOR must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future, during the term of the project, applicable at any time to the CONTRACTOR pursuant to its obligations in regard to this project. The CONTRACTOR and any of its subcontractors, agents, servants, and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates, necessary for the performance of its obligations pursuant to this Agreement.

14 DISPUTES – VENUE AND JURISDICTION

The parties to this Agreement hereby agree the Law of the State of New York shall be the governing law in any dispute that may arise under this Agreement, regardless of location of principal place of business and/or state of incorporation of the CONTRACTOR providing services hereunder. In addition, the parties consent that the result of any and all litigation which may arise out of any dispute concerning this Agreement shall be heard in the Supreme Court of the State of New York, County of Putnam. The parties expressly waive rights to a jury trial for any and all disputes that may arise concerning this Agreement. In any such proceeding or litigation, the prevailing party shall also be entitled to recover its costs, disbursements and reasonable attorney’s fees incurred therewith.

IN WITNESS WHEREOF, the TOWN OF CARMEL, NEW YORK and VISION GOVERNMENT SOLUTIONS, INC. have executed this Agreement on the date first above-mentioned.

In the presence of: TOWN OF CARMEL, NEW YORK

By: _____
Name: _____
Its: _____

Name: _____

VISION GOVERNMENT SOLUTIONS, INC.

By: _____
Name: _____
Its: _____

Name: _____

Approved as to form and correctness:

Town Counsel Date: _____

(Cont.)

EXHIBIT A

PROJECT COST ITEMIZATION

CATEGORY	AMOUNT
Project Management (including RFP Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.20, 5, 6, and 7)	\$120,000
Data Collection (including RFP Sections 4.8, 4.9, and 4.10 except that Vision will use existing field cards)	\$388,000
Valuation Analysis and Production (RFP Section 4.11)	\$165,000
Field Review (RFP Section 4.12 excluding tablets)	\$112,000
Informal Review Meetings including BAR (RFP Section 4.17)	\$70,000
Photo/Images (Street Level)	\$27,000
Discount	(\$40,000)
TOTAL	\$842,000

Options	
Public Utility Property	
-Structural	See Exceptions
-Non-Structural	See Exceptions

Per-Diem Charges	
Additional Classroom Training/Workshops	5 Days included, additional at \$650 per Diem
Small Claims	\$1,200 per Diem
Certiorari Report Preparation	\$1,200 per Diem
Certiorari Court Testimony	\$1,200 per Diem

Please see Exhibit G for Aerial Imaging Pricing from Pictometry

EXHIBIT B

Master Software License and Services Agreement

(Cont.)

EXHIBIT C

CAMA Software Statement of Work

9

EXHIBIT D

Software Maintenance Schedule

10

EXHIBIT E

Web Hosting of Assessing Database Schedule

11

EXHIBIT F

“Request for Proposal Specifications”
issued by the Town of Carmel, New York
dated June 12, 2013

12

2 APRIL 2014
TOWN BOARD MEETING

(Cont.)



October 21, 2013

Glenn Droese
Town Assessor
60 McAlphin Ave
Mahopac, NY 10541

Dear Mr. Droese:

I would like to take this opportunity to thank you for allowing us the opportunity to discuss our revaluation proposal and for you to meet Dave Arnold, our proposed Project Director. Hopefully we were able to illustrate how the utilization of our software and team can give you the most detailed and thorough revaluation. The ability to have your building sketching and Income components integrated within the appraisal software to establish real time values will allow you to see your value changes as the data is entered, reduce data entry time and reduce errors. We also spoke of our intention to utilize our Internet-enabled public access throughout the project as part of our extensive Public Relations Program. A Public Relations Program which will also include news publications, public meetings and cable television. Keeping the public informed throughout the project shows taxpayers that the Town is running a fair and open revaluation project.

During the discussion we were asked to provide possible scope changes/cost savings to our revaluation proposal and possible future services that we could provide to the town.

Potential scope changes;

Should we remove a call-back from the scope, there would be a cost **savings of \$18,000.**

If we were to utilize copies of the existing field cards during the data collection phase of the project, in place of a "from scratch" data collection phase, there would be a **savings of \$75,000.** The Town chose this option.

Removal of rental office space would be a **savings of \$10,000.**

Also, we had budgeted one of the tablets that would be utilized on the project to the left with the assessor's office. Should we remove, there would be a **savings** The Town chose this option.

On the optional imaging services, should we only provide a single image from the front of the property, there would be a **savings of \$27,000.** The Town chose this option.

44 Bearfoot Road, Northboro, MA 01532 800-628-1013 www.vgsi.com



As for future services;

We provide **Interim/Trending services** to our Massachusetts clients which are required by law to annually reassess and for the Town of Rye. It is assumed that the Town will validate all sales to be utilized for the analysis and send out income and expense forms. The following is a list of services that would be provided as part of this scope of services.

- 1) Analyze recent land sales.
- 2) Create a sales database file in the Vision System.
- 3) Create and analyze sample income and expense file.
- 4) Run sales ratio study reports by NY State specifications, groupings and sorts.
- 5) Analyze sales ratio reports.
- 6) Create new cost/market land and building model tables to reflect desired ratios, medians and COD's according to NY State specifications.
- 7) Recalculate new values utilizing new model tables.
- 8) Implement and test new pricing models and re-analyze ratio reports to meet NY State specifications.
- 9) Implement new residential and commercial/industrial/exempt cost/market tables into the main database file.

**2 APRIL 2014
TOWN BOARD MEETING**

(Cont.)

Assistance for Annual Real Estate Interim/Trending Update of Values for all real properties is \$25,000. This price is an estimate only without specifications. A final actual price can be established once a full set of specifications are created.

Six year residential data collection program. We will make an initial visit to approximately 1700 properties annually and attempt to perform an interior inspection. Where necessary, we will make one callback after our initial inspection attempt if we do not gain entrance to the property. If after one visit and one callback, an interior inspection was not performed, a notification letter will be mailed. Appointments will then be arranged by phone for interior inspections. The company shall guarantee to make a careful inspection of the complete interior of all properties, excluding those wherein the owner refuses permission to inspect, unoccupied buildings, structures that are unsafe, Inhabitants that appear dangerous or threatening, no response to the interior inspection letter or any other reason which the Assessor and company agree makes the property inaccessible. A non-response to the interior inspection letter, an owner refusal or inhabitable structure would be considered an entry. Call back appointment scheduling and associated data entry also provided. **Total annual cost would be \$73,000.**

We look forward to demonstrating our Vision software to you on October 29th and to the possibility of entering into a working relationship with the Town. If there are any further questions or more information is necessary, please don't hesitate to call me at extension 3644.

Sincerely,



Patrick J. Donovan
Regional Sales Manager

44 Bearfoot Road, Northboro, MA 01532 800-628-1013 www.vgsi.com



October 31, 2013

Glenn Droese
Town Assessor
60 McAlphin Ave
Mahopac, NY 10541

Dear Mr. Droese:

Tasha and I would like to thank you again for giving us the opportunity to demonstrate our CAMA system. We hope we were able to show you how it could be beneficial to a successful revaluation project and also for your day to day office procedures.

Along with the original scope and fixed price changes we offered as part of our October 21st letter, we would like to also offer up the following as part of our final pricing proposal;

We understand the need for many offices to have access to your assessing data on a daily basis. To help facilitate that, we would like to offer up as part of the proposal a second web hosted public access database. This would allow the town to set up two web hosted databases; one which would be available to the general public and a second that would be available to town departments. With this, the town can establish different data that could be accessible for each need. We would also like to change the web hosting offering from the one year in the original proposal to three years at no additional cost.

It is understood that the town would still like to attempt to have images taken from on-site/rear of the property. We will hold to our reduced offering of \$27,000 as stated in the October 21st letter and will attempt the rear photos with property owner's permission.

We believe that we could be the best fit for your revaluation and are excited about the opportunity to work with the town to accomplish this project. We would like to offer an additional \$40,000 reduction from our original fixed price proposal.

2 APRIL 2014
TOWN BOARD MEETING

(Cont.)

If there are any further questions or more information is necessary, please don't hesitate to call me at extension 3644.

Sincerely,



Patrick J. Donovan
Regional Sales Manager

44 Bearfoot Road, Northboro, MA 01532 800-628-1013 www.vgsi.com

EXHIBIT F3

EXCEPTIONS AND CLARIFICATIONS
TOWN OF CARMEL, NEW YORK

1. **Software:** As an option, we are proposing the use of our *Appraisal Vision*® CAMA software for the project. Our price proposal includes a 5 User license, Conversion, all offsite printing and computer facilities necessary to complete the project without impacting the day-to-day operations of the Assessing Office.
2. **CAMA database integration (bridging):** Should the Town elect to utilize the Vision software, we have also created a two-way interface with RPS system. Data can be exported from the Vision CAMA system to RPS and also imported into Vision from RPS.
Also, the Vision CAMA system will provide functionality that will allow the Town to create a file that can be copied to the network and uploaded to the Town billing system. Any other functionality such as the ability to download data from the billing system to the CAMA system can be provided at an extra cost depending on the scope of the interface.
3. **Hardware Specifications:** We have included hardware specifications to utilize our system, but have not included any hardware costs within this proposal.
4. **Small Claims, Litigation and Certiorari Hearings:** In the event of appeal, Vision will furnish a competent witness or witnesses to assist the Town with Defense of Values at a rate of **One Thousand Two Hundred Dollars (\$1,200) per Diem**.
5. **Advisory Appraisals/Public Utility Properties:** We are expecting the Town will receive Advisory Appraisals for the utility properties from the ORPTS. In the event that the State will not be able to provide the appraisals, a separate, detailed price can be provided to the Town once we are able to conduct an investigation of your existing inventory.
6. **Unique and Highly Complex Parcel Reports:** We feel our staff can effectively appraise the specific properties noted in the RFP as "Unique or Highly Complex" within our *Appraisal Vision*® Software. We have not included any Limited Summary Narrative Reports in our proposal. Our software is capable of providing descriptive property valuation record cards. Please see the attached property record card, income card, cost report and comparable sales report. If still needed, we can supply Summary Narrative Reports at the cost below:

Summary Reports

Small (under 50,000 SF) R&D, Office, Industrial Properties - \$5,000/per

Mid (50,000 - 200,000 SF) R&D, Office, Industrial Properties - \$7,500/per

Large (200,000 SF and above) R&D, Office, Industrial Properties - \$10,000/per

Specialty Properties (Nursing Homes, etc.) - \$10,000/per

7. **Data Security:** All documents and data, if removed from Town Hall, will be safely stored at our Northboro office during the Revaluation project. The office is locked 24 hours a day and also has video surveillance. Should the town elect to utilize the *Vision Appraisal*® software, our files are backed up nightly to ensure that no data will be lost.

(Cont.)

8. **Billing:** All billing is done monthly during the duration of the project. Billing is itemized to detail the portions of the project that have been completed to date. Project monthly reports are supplied from the Project Supervisor to the Project Administrator to confirm the completed tasks.
9. **Penalty:** We take exception to the retainage percentage stated in the RFP. We are proposing an industry standard 10% in place of 20%. We also take exception to the 40% additional retainage. All individual tasks during the project will be completed in a timely manner throughout the project to ensure that we meet the requested completion date. Individual task progression will be reported to the Project Administrator throughout the project. We are proposing an industry standard \$500 per day penalty at the completion of the project should the project not be completed timely and the removal of the 40% retainage.
10. **Insurance:** We have included for your perusal a copy of our insurance certificate illustrating our coverage.
11. **Compliance to Guidelines for Cyclical Reassessment:** Vision plans to comply with NY state laws regarding the Revaluation for 2016. Should the Town desire to move forward into a multi-year agreement beyond the Revaluation, we can provide pricing for those additional services in the future.
12. **Imaging Services Option:** As part of this option, we plan to, at the minimum, provide a single image of each improved property. This scope will be provided as part of the data collection program. We will attempt to take additional images of the rear of the property if we are given permission by the homeowner. We plan to utilize a digital camera or tablet for the imagery services.
13. **Employee Cost/Fixed Price:** Vision will be responsible for all housing, travel and expenses incurred by our project staff while working on the Carmel Revaluation project.

EXHIBIT G

“Response to the Request for Proposal for Real Property Reassessment Project”
dated September 19, 2013

EXHIBIT H

Proposal for Aerial Imagery and Computer Software

Deputy Supervisor Lombardi stated that Supervisor Schmitt and Councilwoman McDonough had both indicated that had they been present for the meeting, they would have voted in favor of the resolution.

Deputy Supervisor Lombardi went on to explain that \$150,000.00 was included in the 2014 Budget, a grant award of \$219,000.00 from New York State and a budget revision to be authorized later in the meeting, will all go towards the cost of the revaluation. Although the Town of Carmel bonded \$990,000.00 for the project, only \$300,000.00 to \$350,000.00 will be borrowed.

ADDITIONS AND DELETIONS TO THE ACTIVE MEMBERSHIP LIST OF THE MAHOPAC VOLUNTEER FIRE DEPARTMENT - OFFERED AS PRE-FILED - AUTHORIZED

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

(Cont.)

Vincent Viaggio
Kayla Johanson
Anthony Giunti
Alexa Cucolo
Liam Mullins
Joseph Figueroa
Jordan Maher
Margaret Grant
James Cook
Craig Machado
Adam Savino
Richard Westin
Sarah Roush
Emily Akin
Maria Tewes

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

Cody DiNapoli
Matthew Rusinko
Vladimir Kunca
Andrew Scolpino
Christopher Verini, Sr.
Zachary Aquilino
Robert Baier
Jesse Dorazio
Crystal Santiago-Harmon
Joseph Tresca

Resolution

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

Deputy Supervisor Lombardi thanked the members who had left the Mahopac Volunteer Fire Department for their service to the community and welcomed the new members.

GENERAL AND HIGHWAY FUND EQUITY RESERVE BALANCES FOR FISCAL YEAR END 2013 - AUTHORIZED

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the Town Comptroller Mary Ann Maxwell to establish and/or modify the balances in the Fund Equity Reserves for the General and Highway Funds for Fiscal Year End 2013 as set forth on the schedule attached hereto, which is incorporated herein and made a part hereof.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

(Cont.)

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

TOWN OF CARMEL GENERAL AND HIGHWAY FUND COMBINED FUND EQUITY (YEARS 2010-2013)				
DESCRIPTION	2010	2011	2012	2013
GENERAL FUND				
RESERVE FOR PREPAID EXPENSES	253,904	532,604	490,430	514,577
RESERVE FOR ENCUMBRANCES	55,110	23,453	65,147	55,713
RESERVE FOR COMPENSATED ABS	750,000	600,000	800,000	1,000,000
DESIGNATED FOR TAX CERTIORARI	300,000	300,000	600,000	770,000
DESIGNATED FOR RETIREMENT CONTRIBUTIONS	-	-	160,000	200,000
DESIGNATED FOR REVAL CAPITAL PROJECT	-	-	-	200,000
DESIGNATED RESERVE VEHICLE PURCHASES	-	-	-	80,000
UNRESERVED DESIGNATED EQUITY-FY	300,000	300,000	400,000	400,000
UNRESERVED DESIGNATED EQUITY-SUBSEQUENT YEARS BUDGET	850,000	250,000	-	-
UNRESERVED UNDESIGNATED EQUITY**	1,044,192	1,078,953	1,127,422	1,227,425
TOTAL GENERAL FUND EQUITY	\$ 3,563,206	\$ 3,085,010	\$ 3,642,999	\$ 4,447,715
HIGHWAY FUND				
RESERVE FOR PREPAID EXPENSES	123,027	226,467	85,875	123,500
RESERVE FOR COMPENSATED ABSENCES	240,000	215,000	275,000	300,000
RESERVE FOR SNOW REMOVAL/ROADS	97,592	-	250,000	350,000
UNRESERVED DESIGNATED EQUITY	88,025	13,894	28,582	37,623
UNRESERVED UNDESIGNATED EQUITY	-	-	-	-
TOTAL HIGHWAY FUND EQUITY	\$ 548,644	\$ 455,361	\$ 639,457	\$ 811,123
TOTAL GENERAL & HIGHWAY EQUITY	\$ 4,111,850	\$ 3,540,371	\$ 4,282,456	\$ 5,258,838
General Fund Total Annual Revenue	14,425,548	15,234,610	16,247,142	17,414,701
General Fund Total Annual Expenditures	14,900,222	15,712,608	15,588,843	16,509,984
Year End Surplus/Deficit	(474,674)	(477,998)	658,299	904,717
* GENERAL FUND UNDESIGNATED RATIO TO TOTAL EXPENDITURES & USES	7.0%	6.9%	7.2%	7.4%

Town of Carmel, New York
General Fund - Fund Balance Analysis
December 31, 2013

		Amount	Compensated Abs	Retirement Contribution Reserve	Committed for future budgets	Designated Tax Certs	Designated REVAL Capital Project	Designated Vehicle Purchases
Balance at	01/01/13	3,642,999	800,000	160,000	400,000	800,000	-	-
Revenues	2013	17,414,701	200,000	40,000	-	170,000	200,000	80,000
Expenses	2013	(16,809,985)	-	-	-	-	-	-
Balance at	12/31/13	4,447,715	1,000,000	200,000	400,000	770,000	200,000	80,000

Fund Balance Analysis:

Nonspendable	
Prepaid expenditures	514,577
Restricted	
Compensated Absences	1,000,000
Retirement Contribution Reserve	200,000
Committed	
Future budgets	400,000
Assigned	
Designated for tax certs	770,000
Designated for REVAL Cap Proj	200,000
Designated for Vehicle Purchase	80,000
Designated for subsequent years	
Encumbrances	55,713
Unassigned	
Unrestricted	1,227,425
	4,447,715

= need resolution

(250,000)
The 2014 budget has a negative appropriated fund balance. Will be reflected as zero. The appropriated fund balance consists of designated for subsequent year expenditures of \$150,000 and compensated absences reserve \$100,000.

(Cont.)

Town of Carmel, New York Highway - Fund Balance Analysis December 31, 2013					
		Amount	Compensated Abs	Snow/ Ice Reserve	
Balance at	01/01/13	639,467	275,000	250,000	
Revenues	2013	7,266,120	25,000	100,000	03.905b Resolution authorizing
Expenses	2013	(7,094,464)	-		
Balance at	12/31/13	811,123	300,000	350,000	
Fund Balance Analysis:					
Nonspendable					
Prepaid expenditures		123,500			= need resolution
Restricted					
Compensated Absences		300,000			
Ice/Snow Reserve		350,000			
Assigned					
Designated for subsequent years					
Encumbrances					
Unassigned					
Unrestricted		37,623			
		811,123			

HIGHWAY DEPARTMENT MATERIALS - BIDS REJECTED AND ADVERTISEMENT FOR RE-BID AUTHORIZED - BITUMINOUS CONCRETE

WHEREAS the Town Board of the Town of Carmel has previously authorized the solicitation of bids for the purchase of certain materials for use by the Town of Carmel Highway Department:

WHEREAS said bids were received and opened by Town Clerk Ann Spofford, and copies of said bids are on file in the Town Clerk's Office;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby rejects all bids received in connection all bituminous concrete materials;

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Clerk Ann Spofford to re-advertise for bids for the purchase of bituminous concrete materials for purchase and use by the Town of Carmel Highway Department; and

BE IT FURTHER RESOLVED that the Town Highway Superintendent Michael Simone shall 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: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

BOND RELEASE AUTHORIZED - DEL GROSSO - TM #86.11-1-15

WHEREAS application has been made by Constanzo Del Grosso of Del Grosso Properties for the total release of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #86.11-1-15; and

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

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan for DelGrosso Properties in the amount of \$3,650.00.

**2 APRIL 2014
TOWN BOARD MEETING**

(Cont.)

Resolution

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

Deputy Supervisor Lombardi stated the actual address of the aforementioned property to be 18 Miller Road, Mahopac.

BOND RELEASE AUTHORIZED - PARK FORD LINCOLN MERCURY - TM #86.7-1-20

WHEREAS application has been made by Park Ford Lincoln Mercury for the total release of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #86.7-1-20; and

WHEREAS said applications have been reviewed by the Town Engineer Richard Franzetti, P.E. and release of the bonds has been recommended and approved by the Town Engineer and Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan for Park Ford Lincoln Mercury, Mahopac National Bank Letter of Credit No. 200794 in the amount of \$81,600.00.

Resolution

Offered by: Councilman Schneider
 Seconded by: Councilman Lupinacci

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

SOUND AMPLIFICATION PERMIT FEE WAIVED - APPLICATION OF AMERICAN CANCER SOCIETY RELAY FOR LIFE EVENT - 5/31/14 - 6/1/14

RESOLVED that the Town Board of the Town of Carmel hereby waives the sound amplification permit fee regarding the application of The American Cancer Society for its annual Relay for Life event commencing May 31, 2014 and concluding June 1, 2014 at Mahopac High School.

Resolution

Offered by: Councilman Lombardi
 Seconded by: Councilman Lupinacci

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

ENTRY INTO LICENSE AGREEMENT WITH CARMEL UNITED SOCCER FOR USE OF CAMARDA PARK - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into a license agreement with Carmel United Soccer for the use of Camarda Park, in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is authorized to execute such agreement.

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

LICENSE AGREEMENT BETWEEN CARMEL UNITED SOCCER
AND
THE TOWN OF CARMEL

THIS LICENSE AGREEMENT, entered into this 20th day of March 2014, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 (“Town”) and Carmel United Soccer Club, with its business address at P.O. Box 322, Patterson, New York, 12563 (“Club”); and

WHEREAS, the CLUB has requested a license agreement from the Town of Carmel to use the meadow at Paul A. Camarda Park in the Hamlet of Carmel for soccer games and practices for their travel teams;

WHEREAS, the Town of Carmel has duly authorized such use subject to the terms and conditions contained herein;

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

FIRST: The TOWN hereby gives and grants to the CLUB the use of the meadow at Paul A. Camarda Park for programs conducted by the CLUB for recreational purposes as follows:

- 1. Tuesday through Friday 5:00 p.m. – dusk (April-July)
- 2. Sundays in the Spring from 12:00 p.m. – dusk (April-July)

In the event the CLUB fails to utilize the meadow during the above times, the TOWN reserves the right to allow others to use said meadow. The CLUB’s program shall be conducted by and remain under the direct supervision and control of the CLUB, its contractors, agents, servants, and employees.

SECOND: This agreement shall be effective for a 4-month period commencing on April 1, 2014, and ending July 31, 2014. This agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The Town may terminate this agreement by delivery, by mail or personal service, to the CLUB at its address stated hereinabove a notice of the Town’s intention to terminate the said revocable license three (3) days after the delivery of said notice.

THIRD: The CLUB shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the TOWN and the CLUB from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of a minimum of one million dollars (\$1,000,000.00) per incident primary liability coverage for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability, and a minimum of three million dollars (\$3,000,000.00) excess or umbrella liability coverage. The Town of Carmel shall be named as an additional insured on all such policies.

(Cont.)

FOURTH: The CLUB hereby agrees to protect, defend, indemnify, and save harmless the TOWN, its officers and employees from any and all claims, suits or actions for injury or damage to person(s) or property that may arise by reason of the CLUB's use of this facility. The CLUB further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all costs and expenses relate thereto, even if it (claims, etc.) is groundless, false, or fraudulent. The CLUB, its contractors, agents, servants, employees, patrons and invitees use this facility at their own risk. The CLUB shall be wholly responsible for the supervision, safety, and well-being of all participants at all times.

FIFTH: The parties hereby agree and acknowledge that the Town of Carmel bears no liability or responsibility for the administration, organization of the programs, games, tournaments and activities which the CLUB may organize on the TOWN's facilities pursuant to this license agreement.

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

TOWN OF CARMEL
By:

CARMEL UNITED SOCCER
By:

Kenneth Schmitt, Town Supervisor

Joe Piacente, President

Date: _____

Date: _____

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)
3/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	CONTACT NAME	Sports Division
		PHONE	(817) 738-6100 FAX: (817) 738-2993
		E-MAIL ADDRESS	contact@pullenins.com
		PRODUCER CUSTOMER ID#	ENY
INSURED	Eastern New York Youth Soccer Association 265 Sunrise Highway, Suite 38 Rockville Centre, NY 11570	INSURERS AFFORDING COVERAGE	NAIC #
		Insurer A:	National Casualty Company 11991
		Insurer B:	National Union Fire Insurance Company 19445
		Insurer C:	
		Insurer D:	
		Insurer E:	
		Insurer F:	

COVERAGES

CERTIFICATE NUMBER: 13121882

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	TERMS, PERIOD, RIDE	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> FOLDY: AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	KRO 3703000	9/1/2013	9/1/2014	TEACH OCCURRENCE (DAMAGE TO RENTED PREMISES OR INCOME) \$1,000,000 MED EXP (any one person) \$5,000 PERSONAL & AD&V INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMPOS AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SO-SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRES AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KRO 3703000	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (B&A AGGREG) \$1,000,000 BODILY INJURY (THE WORK) BODILY INJURY (THE WORK) PROPERTY DAMAGE (PER WORK)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEFECT BLD PREVENTION: B		XKO 3703100	9/1/2013	9/1/2014	TEACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (ANY PROPRIETARY INFORMATION IS UNCLASSIFIED) (If you select this box)	Y/N				W.L. EACH ACCIDENT W.L. DISEASE - EA EMPLOYER W.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT MEDICAL		SRG 9131722A	9/1/2013	9/1/2014	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is issued on behalf of Eastern New York Youth Soccer Association & East Hudson Youth Soccer League/Carmel United SC. Only activities sanctioned by Eastern New York Youth Soccer, an affiliate of US Youth Soccer, and its registered members, teams and clubs. This certificate holder is named as an additional insured with respect to the liability insurance. All Fields & Buildings.

CERTIFICATE HOLDER

Town of Carmel
including Carmarula Park
60 McAlpin Avenue
Mahopac, NY 10541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


ACORD 25(2009/09)

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.

Deputy Supervisor Lombardi indicated that this is an extension to a previous agreement and the parties are continuing to work on an agreement for the future.

**ENTRY INTO CONTRACT WITH PUTNAM COUNTY DEPARTMENT OF REAL
PROPERTY TAX SERVICES - AUTHORIZED**

WHEREAS appropriations have been made in the 2014 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and

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

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to enter into and execute, on behalf of the Town, the contract with the Putnam County Department of Real Property Tax Services for preparation of the tentative assessment roll for year 2014 in form as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

PUTNAM COUNTY REAL PROPERTY TAX SERVICE CONTRACT

AGREEMENT MADE THIS 14th DAY OF MARCH BETWEEN: THE TOWN OF CARMEL REFERRED TO AS THE TOWN AND THE COUNTY OF PUTNAM HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 40 GLENEIDA AVENUE, CARMEL, NEW YORK 10512, HEREINAFTER REFERRED TO AS COUNTY.

THE PARTIES HEREIN AGREE AS FOLLOWS:

- 1) THE COUNTY SHALL PREPARE THE TENTATIVE ASSESSMENT ROLL, FOR THE CALENDAR YEAR OF 2014 AND HAVE IT AVAILABLE ON THE COUNTY WEBSITE TO COMPLY WITH RPTL §1591
- 2) EVERY TRANSFER OF PROPERTY, CHANGE OF ADDRESS, DESCRIPTION OR VALUATION, SPECIAL FRANCHISE, PUBLIC UTILITY, SHALL BE DATA ENTERED BY ASSESSOR OF TOWN OR DESIGNATED STAFF MEMBER.
- 3) AFTER CLOSING OF THE BOOKS ON MARCH 1st, ALL CHANGES SHALL BE ENTERED ON OR BEFORE APRIL 15th BY THE TOWN, THIS IS ESSENTIAL SO THAT THE TENTATIVE ASSESSMENT ROLL IS RUN FOR THE MAY 1st DEADLINE.
- 4) ALL GRIEVANCE CHANGES, CORRECTION OF CLERICAL ERRORS, & UNLAWFUL ENTRIES SHALL BE APPROVED BY THE BOARD OF ASSESSMENT REVIEW AND ENTERED BY THE TOWN INTO THE REAL PROPERTY SYSTEM, BACKED UP AND BROUGHT TO THE REAL PROPERTY TAX SERVICE AGENCY NO LATER THAN JUNE 16th, FOR FINAL ROLL PROCESSING.
- 5) ALL CHANGES FOR THE SCHOOL TAX PROCESSING SHALL BE SUBMITTED BY AUGUST 8TH.
- 6) ALL CHANGES FOR COUNTY AND TOWN TAX ROLLS SHALL BE SUBMITTED BY THE TOWN ON OR BEFORE NOVEMBER 17th.
- 7) ALL UNPAIDS TO BE MANUALLY ENTERED BY THE COUNTY MUST BE SUBMITTED BY NOVEMBER 1ST, RPSV4 MERGEABLE FILES MUST BE SUBMITTED BY NOVEMBER 17TH.
- 8) A SEPARATE AGREEMENT SHALL BE NEGOTIATED FOR THE PROVISIONS OF RPTL §1537, OPTIONAL COUNTY SERVICES.

2 APRIL 2014
TOWN BOARD MEETING

(Cont.)

PRICE FOR THE PREPARATION OF THE FOLLOWING IS \$ 0.50 PER PARCEL:

- 1) TENTATIVE ASSESSMENT ROLL (2 COPIES*) AND ASSOCIATED REPORTS, COA'S
- 2) FINAL ASSESSMENT ROLL (2 COPIES*)
- 3) TAX ROLL (2 COPIES*)
- 4) HARD & SOFT BINDERS FOR ROLLS
- 5) BANK CODE LISTINGS
- 6) APPORTIONMENT OF SPECIAL FRANCHISE
- 7) 1 SET OF TAX BILLS IN ENVELOPES
- 8) RPS 145D1,155D1 & 160D1 TAX EXTRACTS
- 9) DATA ENTRY FOR PRO-RATAS
- 10) 1 SET TAX MAPS 24" x 36"

UNPAID WATER, SEWER, OR OTHER UNPAIDS WILL BE CHARGED A FEE IN THE AMOUNT OF 50.00 PER HUNDRED IF THE DATA HAS TO BE MANUALLY ENTERED, OR IF TAX MAP NUMBERS PROVIDED IN COMPUTER FORMAT ARE INVALID.

IF ANY ADDITIONAL SPECIAL DISTRICT ROLLS ARE REQUIRED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER PARCEL.

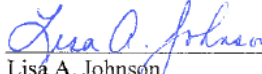
IF ANY INSERTS ARE REQUESTED THE TOWN WILL BE CHARGED A FEE OF 0.01 PER ENVELOPE.

*.02 PER PARCEL WILL BE DEDUCTED IF ONE (1) COPY OF EACH ROLL IS REQUESTED INSTEAD OF TWO (2)

THE TOWN OF CARMEL HEREBY REPRESENTS THAT THE AGREEMENT HEREIN HAS BEEN APPROVED BY RESOLUTION OF THE TOWN BOARD, A COPY OF WHICH IS ANNEXED HERETO AND MADE A PART HEREOF:

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN NEW YORK, ON THE DATE HEREIN ABOVE SET FORTH.

READ AND APPROVED BY:

DATE: _____ MaryEllen Odell County Executive	 DATE: 3/14/14 Lisa A. Johnson County Director, R.P.T.S.A.
DATE: _____ William J. Carlin Commissioner of Finance	DATE: _____ Jennifer S. Bumgarner County Attorney
DATE: _____ Adrienne Spadaccini Risk Manager	DATE: _____ Kenneth Schmitt Town Supervisor

MAHOPAC FALLS VOLUNTEER FIRE DEPARTMENT, MAHOPAC VOLUNTEER FIRE DEPARTMENT, CARMEL FIRE DISTRICT, CARMEL FIRE DEPARTMENT, CARMEL VOLUNTEER AMBULANCE CORPS, NORTH SALEM VOLUNTEER AMBULANCE CORPS, MAHOPAC SPORTS ASSOCIATION, PUTNAM COUNTY HUMANE SOCIETY, INC., LITERARY UNION (REED MEMORIAL LIBRARY), MAHOPAC LIBRARY - ENTRY INTO CONTRACTS AUTHORIZED

WHEREAS appropriations have been made in the 2014 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and
WHEREAS said contracts are on file in the office of the Town Supervisor for the inspection and review of all Town Board members,
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to enter into and execute, on behalf of the Town, contracts with the following contractors for the services indicated in an amount not to exceed that set forth below:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed Amount</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 733,000.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$ 1,717,727.00

(Cont.)

Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 490,000.00
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 210,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 12,300.00
Mahopac Sports Association	Recreational Services	\$ 30,000.00
Putnam Humane Society, Inc.	Dog Shelter Services & Dog Control Services	\$ 50,635.00
Literary Union (Reed Memorial Library)	Library Services	\$ 214,500.00
Mahopac Library	Library Services	\$ 50,000.00

Resolution

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

Deputy Supervisor Lombardi stated that the funds for the aforementioned contracts are included in the 2014 Budget.

PUTNAM COUNTY HAZARD MITIGATION PROGRAM - TOWN SUPERVISOR KENNETH SCHMITT DESIGNATED PRIMARY POINT OF CONTACT AND ROBERT J. VARA DESIGNATED ALTERNATE/SECONDARY POINT OF CONTACT - TOWN ENGINEER RICHARD FRANZETTI, P.E. DESIGNATED AS FLOODPLAIN ADMINISTRATOR

WHEREAS, the County of Putnam is engaged in the Putnam County Hazard Mitigation Plan Project (“HMP”), involving the participation and input of the respective municipalities located within the County; and

WHEREAS, certain individuals designated as “Points of Contact” and “Floodplain Administrator” are required to be designated by the Town of Carmel as a Planning Partner in the development of the Putnam County HMP;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby designates Town Supervisor Kenneth Schmitt as the primary Point of Contact and Engineering Projects Coordinator Robert J. Vara as the alternate/secondary Point of Contact for purposes of the HMP; and

BE IT FURTHER RESOLVED that Town Engineer Richard Franzetti, P.E. is hereby designated as Floodplain Administrator pursuant to the National Flood Insurance Program and the HMP.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

(Cont.)

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

Deputy Supervisor Lombardi called upon Gregory Folchetti, Legal Counsel to explain the purpose for the resolution.

Mr. Folchetti stated that Putnam County, through the Bureau of Emergency Services is developing a Hazard Mitigation Plan (“HMP”). The project is in its planning stages. The Town of Carmel will be providing data and information to address a way to mitigate hazards during emergency situations in the future. Town Supervisor Kenneth Schmitt has been delegated as the primary Point of Contact and Engineering Projects Coordinator Robert J. Vara as the alternate/secondary Point of Contact for purposes of the HMP. Town Engineer Richard Franzetti, P.E. was designated as Floodplain Administrator pursuant to the National Flood Insurance Program and the HMP.

PUBLIC COMMENTS - AGENDA ITEMS

Dave Nichols inquired if the Town-wide revaluation of real property within the Town of Carmel will apply to co-ops and condominiums.

Councilman Schneider stated that it will apply to every parcel of property in the Town of Carmel.

Councilman Lupinacci clarified that Mr. Nichols was inquiring about a homestead tax option.

Councilman Schneider indicated that a homestead tax option will not be considered until all data in connection with the revaluation is collected and analyzed. Discussion ensued with regard to the matter.

Don Schipf confirmed that the revaluation will apply not only to Town taxes, but to County and School taxes as well. He then went on to express his concern with regard to potential tax increases as a consequence of the revaluation.

Councilman Schneider explained the revaluation to be a revenue neutral project for the Town of Carmel. He pointed out that the revaluation is being conducted to ensure that all property owners are paying their fair share. Councilman Schneider stated that based upon his research, one-third of the residents will experience an increase to their taxes, one-third will experience a decrease to their taxes, and one-third of the residents will see that their taxes remain approximately the same. Discussion regarding the revaluation was held.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

PUBLIC COMMENTS - OPEN FORUM

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

**2 APRIL 2014
TOWN BOARD MEETING**

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

Councilman Schneider invited residents to participate in the Town of Carmel's first ever "TOP DOG" Photo Contest. Residents should submit a photo of their beloved, photogenic and *licensed* dogs to the Town Clerk's office for the chance to win great prizes and earn the coveted "TOP DOG" title.

Councilman Lupinacci announced that on April 10, 2014 at 7:00 p.m. at the Mahopac Public Library, Greg Amato will be presenting a multi-media talk on the historic Hotels and Restaurants of Mahopac. The presentation is co-sponsored by the Town of Carmel Historical Society and the Mahopac Public Library.

Deputy Supervisor Lombardi announced that the Town of Carmel Department of Recreation and Parks will be holding their annual Easter Egg Hunt on April 5, 2014 at 12:00 p.m. at the Mahopac High School Practice Field. The rain date is April 6, 2014.

Deputy Supervisor Lombardi announced that the Department of Recreation and Parks has commenced their spring class registration at Sycamore Park. Classes include ballroom dancing, pet first aide, karate and more.

Deputy Supervisor Lombardi addressed a comment made by a resident at a previous Town Board meeting suggesting that the Town of Carmel did not have a Community Clean-up and Zoning Code Compliance Week last year. Deputy Supervisor Lombardi clarified that a Community Clean-up and Zoning Code Compliance Week was held at the end of April 2013 and a report was presented by the Building Inspector/Director of Code Enforcement at a Work Session held on May 8, 2013 identifying violations issued. He stated due to the weather, this year's Community Clean-up and Zoning Code Compliance Week will be held during the last week of April or the first week of May.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lupinacci, seconded by Councilman Schneider, with all Town Board members present in agreement, the meeting was adjourned at 7:43 p.m. to Executive Session with Glenn Droese, Town Assessor for an update in regard to contract proposals and security software in the Assessor's Office.

Respectfully submitted,

Ann Spofford, Town Clerk