

5 NOVEMBER 2014

**TOWN BOARD MEETING  
TOWN HALL, MAHOPAC, N.Y.**

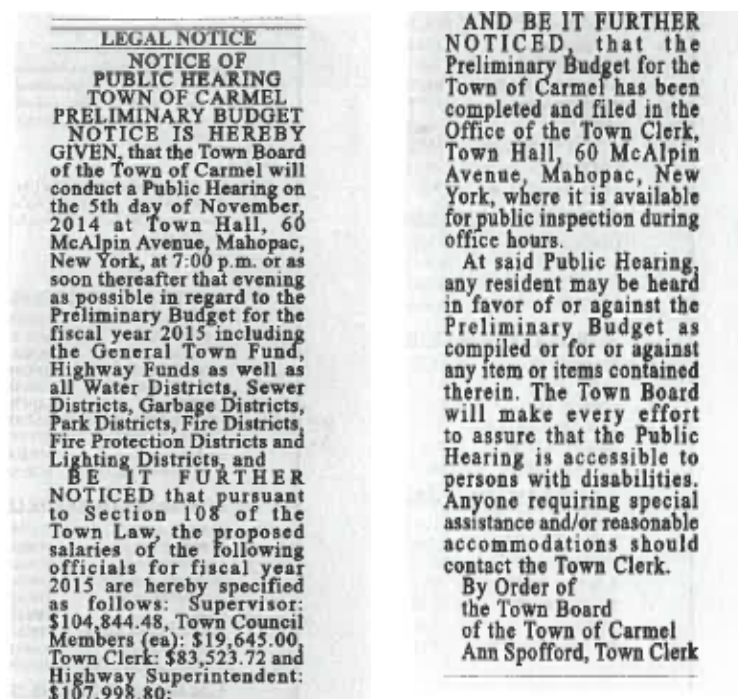
A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 5<sup>th</sup> day of November 2014 at 7:12 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

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

Supervisor Schmitt expressed congratulations and best wishes to all of the newly elected and reelected local and state government officials.

**PUBLIC HEARING HELD REGARDING THE PRELIMINARY BUDGET FOR THE FISCAL YEAR 2015**

Supervisor Schmitt asked Councilman Schneider to read the following Notice of Public Hearing as published in the Town's official newspapers:



With no one objecting to the public notice as read, Supervisor Schmitt opened the Public Hearing for public comment at 7:17 p.m. Ten (10) people were in attendance.

Mike Barile referenced "Attachment C" to the 2015 Town of Carmel Preliminary Budget and inquired about the 10.6% increase in connection with overtime.

Mary Ann Maxwell, Town Comptroller explained that "Attachment C" relates to both the General and the Highway Department budgets. While the Police Department overtime remains the same at \$400,000.00, an increase for the Highway Department relates to snow removal overtime. The Highway Superintendent had requested \$300,000.00 in that line item. He was given \$250,000.00 which is up from \$220,000.00.

Mr. Barile referenced "Attachment D" and suggested that with a 33.3% decline in Planning Board fees, the Town Board should be careful about spending Parkland Trust Funds.

Councilman Schneider agreed and indicated that the current balance of the account has declined to \$50,000.00.

Mr. Barile referenced "Attachment D" and inquired why the Town Board's budget line is increased by almost \$100,000.00, 20%.

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Ms. Maxwell explained that a compensation reserve line is included in the Town Board's budget for future salary increases. It has increased annually from 2012 due to the unsettled union contracts.

Councilman Lupinacci confirmed that funds are earmarked for retroactive pay for when/if the contracts are ratified.

Mr. Barile commented that he was happy with a budget increase of just over 2% as compared to prior years. However, suggested that if staff reductions from previous years were filled, the increase would rise to almost 4%. Mr. Barile cautioned the Town Board with respect to continued staff reductions.

Councilman Lombardi indicated that there is funding for a new hire in the Highway Department included in the 2015 budget.

Mr. Barile inquired about the status of the Police Department and Highway Department contract negotiations.

Councilman Lupinacci stated that arbitration is scheduled with the Police in February.

Councilman Lombardi pointed out that the date was based on the arbitrator's schedule.

Mr. Barile inquired about the cost to the Town of Carmel taxpayers to subsidize the Putnam County Emergency Response Team. He estimated the amount to be \$60,000.00.

Councilman Lupinacci stated that because there were no incidents in 2014, it will be less. In previous years, because there were incidents, the amount reached in the hundreds of thousands of dollars.

Mr. Barile asked if anyone has approached Putnam County to request that they cover the cost of the program.

Councilman Lupinacci explained that both he and Supervisor Schmitt had met with Putnam County representatives on multiple occasions to present that question. He added that negotiations are continuing with regard to the matter.

Mr. Barile suggested that the Town cease funding the Putnam County program.

Councilman Schneider explained that the Town of Carmel benefits from the training that the police officers receive from this program. However, agreed that its funding should be reevaluated. Discussion regarding the matter was held.

Mr. Barile commented that the Town Board should discontinue waiving miscellaneous fees. He also spoke against expending Town of Carmel funds for Highway Department personnel to install banners across roadways advertising non Town of Carmel events. Mr. Barile suggested that there should be a fee to install a banner as well as a fee in connection with parades.

Councilman Lupinacci stated that commencing in 2015, he would not vote in favor of waiving any fee and that the Town Board is looking into enacting an ordinance in connection with parades.

Mr. Barile suggested that the Zoning Inspector should be granted the authority to issue fines for violations, as there are currently those who are blatantly disregarding the Town Code.

Supervisor Schmitt stated that this will be addressed by the upcoming amendments to the Town Code. Discussion ensued.

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With no one else present wishing to be heard on the subject of the Public Hearing, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and in agreement, the Public Hearing was closed at 7:42 p.m.

Supervisor Schmitt stated that the Town Board will continue to work on the 2015 Budget which must be adopted on or before November 20, 2014.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 10/1/14, 10/8/14 AND 10/15/14 - ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on October 1<sup>st</sup>, October 8<sup>th</sup> and October 15<sup>th</sup> 2014 were accepted as submitted by the Town Clerk.

**MAHOPAC VOLUNTEER FIRE DEPARTMENT - ADDITIONS TO THE ACTIVE LIST AUTHORIZED**

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

Emily Kaplan  
Chris Pfaffenberger  
Brad Zacotinsky

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>

**PUBLIC HEARING SCHEDULED FOR 11/19/14 - PROPOSED LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF CARMEL ENTITLED “VEHICLES AND TRAFFIC” BY AMENDING THE SCHEDULE OF PARKING PROHIBITED AT ALL TIMES - RED MILLS ROAD**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday, November 19, 2014 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending Chapter 147 of the Code of the Town of Carmel entitled “Vehicles and Traffic” by amending the Schedule of Parking Prohibited at All Times; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized and instructed to publish and post the necessary notices in the official newspapers of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Schneider

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<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>

**PROPOSED LOCAL LAW # \_\_\_\_\_ OF THE YEAR 2014**

A Local Law to Amend the Code of the Town of Carmel, Chapter 147, thereof, entitled "Vehicle and Traffic."

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam, State of New York as follows:

SECTION 1. Chapter 147 of the Code of the Town of Carmel, Section 147-51. Schedule X,

Parking Prohibited at All Times is hereby amended by the addition of the following:

<u>Name of Street</u>	<u>Side(s)</u>	<u>Location:</u>
Red Mills Road	Both	Entirety of Cul de Sac

SECTION 2. This Local Law shall take effect immediately in accordance with the law.

Supervisor Schmitt thanked Councilman Lombardi and Councilman Lupinacci for meeting with residents to discuss this issue.

**CARMEL TAX RECEIVER OFFICE - ACCEPTANCE OF PROPOSAL FOR  
INSTALLATION OF VARIOUS SECURITY IMPROVEMENTS AUTHORIZED -  
MAHOPAC GLASS CO. - NOT TO EXCEED \$7,415.00**

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of Mahopac Glass Co., Mahopac, NY for the installation of various security improvements in the Office of the Receiver of Taxes in accordance with the attached proposal at a cost not to exceed \$7,415.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation necessary to accept the proposal on the terms authorized herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary to fund the service authorized herein.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

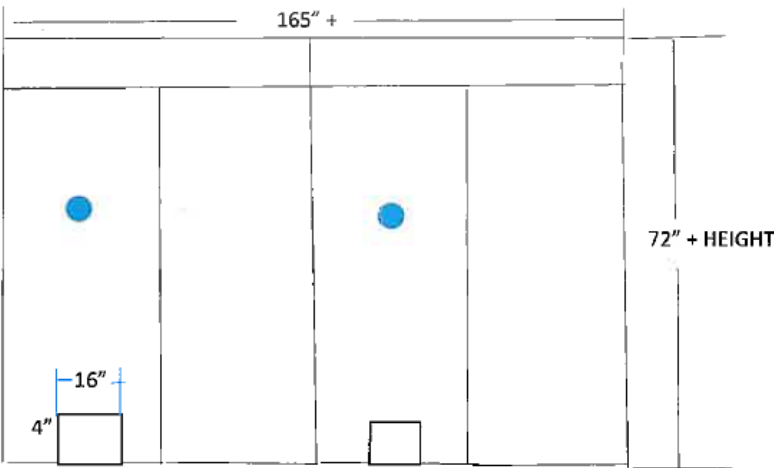
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MAHOPAC GLASS  
575 ROUTE SIX  
MAHOPAC NY 10541  
PHONE: 845-628-7484 FAX: 845-628-7537  
EMAIL: [MAHOPACGLASS2@GMAIL.COM](mailto:MAHOPACGLASS2@GMAIL.COM)

TOWN OF CARMEL  
MR. RICH FRANZETTI -845-628-2087  
RE: TAX OFFICE

**OPTION # 1:**  
FURNISH AND INSTALL CLEAR ALUMINUM –WITH ALL FIXED ¾" CLEAR SAFETY GLASS WITH TWO (2)  
PASS THRU AND TWO (2) SPEAK THRU - **\$4455.00**



**OPTON # 2:**  
FURNISH AND INSTALL COMMNERCIAL ENTRY DOOR WITH TRANSOM: **\$2960.00**  
MAHOPAC GLASS IS A FAMILY OWNED AND OPERATED LOCAL BUSINESS COMMITTED TO PROVIDING  
QUALITY MATERIALS AND EXPERT CRAFTSMANSHIP WITH CUSTOMER SATISFACTION OUR NUMBER ONE  
PRIORITY.  
THE CURRENT LEAD TIME IS 4-6 WEEKS  
IF YOU SHOULD HAVE ANY QUESITONS OR CONCERNS, PLEASE DO NOT HESITATE TO CONTACT ME. I  
CAN BE REACHED AT 845.628.7484 OR IF YOU PREFER, EMAIL: [MAHOPACGLASS2@GMAIL.COM](mailto:MAHOPACGLASS2@GMAIL.COM)  
THANK YOU FOR CONSIDERING MAHOPAC GLASS – WE HOPE TO PROVIDE YOU WITH THE SERVICES YOU  
REQUIRE AT THIS TIME AND LOOK FORWARD TO WORKING WITH YOU.  
RESPECTFULLY SUBMITTED  
DREW A. GAGNON - PRESIDENT-MAHOPAC GLASS

Supervisor Schmitt explained that a partition is being installed in the Office of the Receiver of Taxes as a security buffer.

**SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF WESTCHESTER AND THE TOWN OF CARMEL RELATIVE TO THE WESTCHESTER COUNTY REPOSITORY FOR INTEGRATED CRIMINALISTIC INFORMATION - AUTHORIZED**

WHEREAS Chief of Police Michael Cazzari has requested that the Town Board authorize the signing of an Intermunicipal agreement between the County of Westchester and the Town of Carmel providing for the access to the Westchester County Repository for Integrated Criminalistic Information (RICI System);  
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between the County of Westchester and the Town of Carmel in regard to access to the Westchester County Repository for Integrated Criminalistic Information (RICI System) in form as attached hereto and made a part hereof, and  
BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk after signature by the Town Supervisor.

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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>

INTER-MUNICIPAL AGREEMENT

AGREEMENT, made \_\_\_\_\_, 20\_\_ by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

**THE TOWN OF CARMEL**, a municipal corporation of the State of New York, acting by and through the Town of Carmel Police Department, having an office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541.

(hereinafter referred to as the "Municipality")

**WHEREAS**, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

**WHEREAS**, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

**WHEREAS**, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

**WHEREAS**, the Municipality is desirous of obtaining access to the RICI System and receiving supplemental computer services from the County; and

**WHEREAS**, the County agrees to provide such services upon the terms described below.

**NOW, THEREFORE**, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

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**FIRST:** The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICl System. "Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

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(e) That all County employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

(f) That all Municipality records maintained on the RICl System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

**SECOND:** The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICl System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICl System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

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(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICl system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

**THIRD: The Municipality agrees**

- (i) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and
- (ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

**FOURTH:** The term of this Agreement will commence November 1, 2014 and terminate October 31, 2019, unless terminated earlier as provided herein.

**FIFTH:** Either party may cancel this Agreement on thirty (30) days written notice to the other party.

**SIXTH:** This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

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**SEVENTH:** All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

George N. Longworth  
Commissioner - Sheriff of Public Safety  
Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To The Municipality:

Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York, 10541

or to such other addresses as may be specified by the parties hereto in writing.

**EIGHTH:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It 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.

**NINTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

**TENTH:** Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

**ELEVENTH:** The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

**IN WITNESS WHEREOF,** the County and the Municipality have executed this Agreement in triplicate:

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
George N. Longworth  
Commissioner-Sheriff  
Department of Public Safety

**MUNICIPALITY**

By: \_\_\_\_\_  
Town of Carmel



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agreement was duly signed for and on behalf of said Municipality by authority of its  
\_\_\_\_\_, thereunto duly authorized and  
(Town Board, Village Board, City Council)  
that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )  
SS.:  
COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual whose name is  
subscribed to the above certificate and acknowledged to me that he/she executed the  
above certificate in his/her capacity  
as \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Municipality)  
the municipal corporation described in and which executed the within instrument.

\_\_\_\_\_  
Notary Public County

**SCHEDULE "B"**

**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.web.state.ny.us](http://www.web.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

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(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2014

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  
SPAIN AGENCY  
625 Route 6  
  
Mahopac NY 10541

CONTACT NAME: Rose Lavelle  
PHONE (A/C, No. Ext.): (845) 628-4500 FAX (A/C, No.): (845) 628-1804  
E-MAIL ADDRESS: rlavelle@spainins.com

INSURED  
Town Of Carmel  
60 McAlpin Avenue  
Mr. Ken Schmitt  
Mahopac NY 10541

INSURER(S) AFFORDING COVERAGE  
INSURER A: NY Municipal Ins Reciprocal  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1462400067

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	MPLTCAR001	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MCATCAR001	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		MBCTCAR001	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Equipment Floater		MINTCAR001	4/1/2014	4/1/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: RICT System  
County of Westchester is included as Additional Insured as per written contract.

CERTIFICATE HOLDER  
Westchester County  
1 Saw Mill River Parkway  
Hawthorne, NY 10532

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  
Michael Spain/MP 

ACORD 25 (2010/05)  
INS025 (2/2010) 01

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(Cont.)

STATE OF NEW YORK WORKERS' COMPENSATION BOARD  
CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP  
SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)  Town of Carmel 60 McAlphin Avenue Mahopac, NY 10541	1d. Business Telephone Number of Business referenced in box "1a"  845-628-1500
1b. Effective Date of Membership in the Group 01/01/2014	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1c. The Proprietor, Partners or Executive Officers are  <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)  County of Westchester 1 Saw Mill River Parkway Hawthorne, NY 10532	3. Name and Address of Group Self-Insurer  NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2". The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Eric Hartorn 10/9/14  
(Print name of authorized representative of the Group Self-Insurer) Date

Certified by:   
(Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

GSI-105.2

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**Please Note:** This Certificate is valid only through the policy dates indicated above, OR a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

5 NOVEMBER 2014  
TOWN BOARD MEETING

**ENCUMBRANCE AND EXPENDITURE OF FUNDS FROM PARKLAND TRUST FUND  
AUTHORIZED - SUPPORT/UTILITY BUILDING AT CAMARDA PARK - UP TO  
\$147,776.00**

RESOLVED that, in addition to any and all funds and expenditures previously authorized in connection with the design and construction of the support/utility building at Camarda Park in the Town of Carmel, the Town Board of the Town of Carmel hereby authorizes the additional expenditure of up to \$147,776.00 from the Parkland Trust Fund for the construction of said building; and

BE IT FURTHER RESOLVED that the authorization contained herein shall be deemed to be for the purposes of funding the designated project in accordance with the terms and conditions of New York State Dormitory Authority Grant (SAM #6188);

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary in connection with this authorization.

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>

**BUDGET MODIFICATIONS #2014/03 - AUTHORIZED**

WHEREAS Town Comptroller Mary Ann Maxwell has reviewed the 2014 year-to-date Budget Modifications/Revisions for the period of July 1, 2014 through September 30, 2014 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule identified as #2014/03;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2014 year-to-date Budget Modifications/Revisions for the period of July 1, 2014 through September 30, 2014 as itemized on Schedule #2014/03 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Schneider

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

☒ Work Session 10/22/14 TOWN OF CARMEL  
BUDGET REVISIONS FOR QUARTER ENDING 9/30/14 - #2014/03  
☐ Agenda \_\_\_\_\_

#9

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100-1989-3005	MORTGAGE TAX REVENUE	*	50,000.00
	100-1989-2555	BUILDING PERMIT FEES	*	35,000.00
	100-1989-2556	CERTIFICATES OF OCCUPANCY	*	5,000.00
	100-1989-2557	FIRE INSPECTION FEES	*	10,000.00
- ADJUST REVENUES BASED ON ACTUAL YTD 2014 DATA				

2	100-3120-0029	SEIZED ASSETS		21,544.00	
	100-1989-1522	POLICE SPECIAL REVENUE - SEIZED ASSETS	*	21,544.00	
		- PROVIDE FOR POLICE EQUIPMENT FROM SEIZED ASSETS			
3	100-1620-0045	BLDG SPECIAL IMPROVEMENTS		62,344.00	
	100-1990-0040	CONTINGENT ACCOUNT			50,000.00
	100-1989-2770	OTHER REVENUE	*	12,344.00	
		- PROVIDE FOR FUEL DISPENSING SYST/TOWN HALL CARPETING			
4	100-1220-0040	SUPERVISOR OFFICE EXPENSE		2,000.00	
	100-1315-0045	COMPTROLLER EQUIPMENT MAINTENANCE		200.00	
	100-1330-0040	TAX RECEIVER OFFICE EXPENSE		500.00	
	100-1610-0045	CENTRAL SERVICES HR ADMIN CONTRACT		2,000.00	
	100-1620-0040	BLDG CONTRACTUAL EXPENSE		10,000.00	
	100-1670-0040	CENTRAL PRINTING EXPENSE		5,500.00	
	100-1680-0020	INFORMATION TECH EQUIPMENT		1,500.00	
	100-1680-0040	INFORMATION TECH CONT EXP		2,000.00	
	100-3120-0046	POLICE LEASE/RENTAL EXPENSE		6,500.00	
	100-5132-0040	HIGHWAY GARAGE CONTRACTUAL EXPENSE		10,000.00	
	100-8010-0040	ZONING CONTRACT EXP		250.00	
	100-8810-0040	CEMETERIES CONTRACTUAL		2,500.00	
	100-1010-0080	TOWN BOARD EMPLOYEE BENEFITS			1,000.00
	100-1220-0080	SUPERVISOR EMPLOYEE BENEFIT EXPENSE		1,000.00	
	100-1315-0086	COMPTROLLER RETIREE BENEFIT EXPENSE		200.00	
	100-1330-0086	TAX RECEIVER RETIREE BENEFIT EXPENSE		500.00	
	100-1440-0045	ENGINEERING EQUIP MAINT			3,000.00
	100-1440-0080	ENGINEERING EMPLOYEE BENEFITS		5,000.00	
	100-1610-0044	CENTRAL SERVICE PAYROLL		2,000.00	
	100-1610-0080	CENTRAL SERVICE EMP BENEFIT EXPENSE		3,500.00	
	100-1620-0080	BLDG EMPLOYEE BENEFIT		5,000.00	
	100-1670-0045	CENTRAL ADVERTISING EXP		2,000.00	
	100-1680-0041	INFORMATION TECH SUPPLIES		2,000.00	
	100-3120-0081	POLICE RETIREMENT UNIFORM		6,500.00	
	100-5010-0060	HIGHWAY ADMIN EMPLOYEE BENEFIT		10,000.00	
	100-8020-0080	PLANNING BRD EMPLOYEE BENEFIT EXP		250.00	
	100-8810-0020	CEMETERIES EQUIP/REPAIRS		1,000.00	
		- TRANSFER FOR CONTRACTUAL EXPENSES			
5	100-1010-0046	TOWN BRD CONSULTING SVCS		11,000.00	
	100-1440-0080	ENGINEERING EMPLOYEE BENEFITS			11,000.00
		- TRANSFER FOR MS4 DRY WEATHER INSPECTION/TITLE SERVICES - LONG POND			
6	100-1440-0010	ENGINEER PERSONAL SERVICE		87,000.00	
	100-1440-0011	ENGINEER STAFF			87,000.00
		- RECLASS TOWN ENGINEER SALARY			
7	100-8090-0048	LANDFILL MONITORING		6,500.00	
	100-8090-0046	RECYCLE EQUIPMENT RENTAL			5,000.00
	100-1440-0045	ENGINEERING EQUIP MAINT			1,500.00
		- TRANSFER FOR LANDFILL PROPERTY MAINT			

4

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
8	100-7020-0020	REC ADMIN OFFICE EQUIP	60.00	
	100-7110-0013	PARK MAINT TEMP STAFF	4,200.00	
	100-7110-0014	PARK MAINT STAFF LONGEVITY	300.00	
	100-7110-0040	PARK CONTRACTUAL EXP	4,000.00	
	100-7110-0042	PARK BLDG UTILITIES	500.00	
	100-7112-0040	CRANE FIELDS CONT EXP	1,000.00	
	100-7115-0040	AIRPORT PK CONTRACTUAL EXP	100.00	
	100-7117-0040	CARMADA PARK CONT EXP	550.00	
	100-7118-0040	BALDWIN MEADOWS CONTRACT EXPENSE	3,500.00	
	100-7118-0042	BALDWIN MEADOW UTILITY	500.00	
	100-7140-0040	PLAYGROUND CAMP CONTRACTUAL EXPENSE	350.00	
	100-7180-0040	BEACH CONTRACTUAL EXPENSE	300.00	
	100-7190-0040	SKATING RINK CONT EXP	1,000.00	
	100-7270-0040	CONCERT SERIES CONT EXP	240.00	
	100-7610-0040	PROG FOR AGING CONT EXP	1,400.00	
	100-7020-0048	RECREATION PUBLICATION EXP		700.00
	100-7020-0080	REC ADMIN EMPLOYEE BENEFITS		800.00
	100-7110-0045	MAINTENANCE CONTRACT EXPENSE		8,500.00
	100-7110-0080	PARK EMPLOYEE BENEFITS		1,400.00
	100-7140-0013	PLAYGROUND TEMP STAFF		2,600.00
	100-7180-0013	BEACH TEMP STAFF		3,000.00
	100-7190-0020	SKATING RINK EQUIP		500.00
	100-7190-0048	SKATING RINK EQUIP OTHER EXP		500.00
		- TRANSFER FOR RECREATION EXPENSES		

5 NOVEMBER 2014  
TOWN BOARD MEETING

(Cont.)

HIGHWAY FUND				
9	500-5142-0012	SNOW REMOVAL OVERTIME	25,000.00	
	500-5110-0080	GENERAL REPAIR RETIREMENT EXPENSE		13,750.00
	500-5110-0084	GENERAL REPAIR HEALTH INSURANCE EXPENSE		3,000.00
	500-5130-0080	MACHINERY REPAIR RETIREMENT EXPENSE		5,000.00
	500-5140-0080	WEEDS AND BRUSH RETIREMENT EXPENSE		3,250.00
		- TRANSFER FOR SNOW REMOVAL OVERTIME		
10	500-5110-0040	GENERAL REPAIR CONTRACTUAL EXPENSE	15,000.00	
	500-5130-0020	MACHINERY REPAIR TOOLS	2,000.00	
	500-5140-0049	OTHER EXPENDITURES	2,000.00	
	500-5110-0080	GENERAL REPAIR RETIREMENT EXPENSE		15,000.00
	500-5130-0080	MACHINERY REPAIR RETIREMENT EXPENSE		2,000.00
	500-5140-0080	WEEDS AND BRUSH RETIREMENT EXPENSE		2,000.00
		- TRANSFER FOR CONTRACTUAL/MISC EXPENSES		
CARMEL FIRE DIST #1				
11	301-3410-0048	OTHER EXPENDITURES	100.00	
	301-3410-0049	SERVICES OTHER DEPTS/GOVTS		100.00
		- TRANSFER FOR CERT SETTLEMENTS		
12	301-9025-0090	LOSAP CONTRIBUTION	33,189.00	
	301-3410-0099	WORKERS COMP INS PREMIUM		22,900.00
	301-3410-0049	SERVICES OTHER DEPTS/GOVTS		7,000.00
	301-3410-9909	APPROPRIATED FUND BALANCE	3,289.00	
		- TRANSFER/PROVIDE FOR LOSAP CONTRIBUTION		
LAKE MAHOPAC PARK DIST				
13	402-7110-0041	LAKE TREATMENT	2,150.00	
	402-7110-0099	REPAIR RESERVE FUND		2,150.00
		- TRANSFER FOR LAKE QUALITY STUDY		
LAKE SECOR PARK DIST				
14	404-7140-0050	SPECIAL IMPROVEMENTS	18,478.00	
	404-7140-9909	APPROPRIATED FUND BALANCE	18,478.00	
		- RECORD ENCUMBRANCE FORWARD INCREASING BUDGET		

TOWN OF CARMEL  
BUDGET REVISIONS FOR QUARTER ENDING 9/30/14 - #2014/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #2				
15	602-8310-0020	EQUIPMENT EXPENSE	10,000.00	
	602-8310-0047	EMERGENCY REPAIR EXPENSE	2,000.00	
	602-8310-0090	CONTINGENCY		12,000.00
		- TRANSFER FOR EQUIPMENT/EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #3				
16	603-8310-0047	EMERGENCY REPAIR EXPENSE	15,000.00	
	603-8310-0048	OTHER OPERATING EXPENSES	1,000.00	
	603-8310-0040	CONTRACTUAL EXPENSES		16,000.00
		- TRANSFER FOR EMERGENCY/OTHER EXPENSES		
CARMEL WATER DISTRICT #5				
17	605-8310-0020	EQUIPMENT	2,000.00	
	605-8310-0099	REPAIR RESERVE FUND		2,000.00
		- TRANSFER FOR HYDRANT REPLACEMENT		
CARMEL WATER DISTRICT #8				
18	608-8310-0020	EQUIPMENT	2,000.00	
	608-8310-0099	REPAIR RESERVE FUND		1,000.00
	608-8310-0090	CONTINGENCY		1,000.00
		- TRANSFER FOR HYDRANT REPLACEMENT		
CARMEL WATER DISTRICT #10				
19	610-8310-0040	CONTRACTUAL REPAIRS	4,000.00	
	610-8310-0047	EMERGENCY REPAIRS	15,000.00	
	610-8310-0090	CONTINGENCY		3,000.00
	610-8310-0099	REPAIR RESERVE FUND		7,300.00
	610-8310-9909	APPROPRIATED FUND BALANCE	8,700.00	
		- TRANSFER/PROVIDE FOR CONT/EMERG REPAIRS		
CARMEL WATER DISTRICT #12				
20	612-8300-0046	PURCHASE OF WATER	2,000.00	
	612-8310-0099	REPAIR RESERVE FUND		2,000.00
		- TRANSFER FOR PURCHASE OF WATER		
CARMEL WATER DISTRICT #13				
21	613-8310-0020	EQUIPMENT	300.00	
	613-8310-0040	CONTRACTUAL REPAIRS	500.00	
	613-8310-0099	REPAIR RESERVE FUND		800.00
		- TRANSFER FOR EQUIPMENT PURCHASE		
CARMEL WATER DISTRICT #22				
22	622-8310-0040	CONTRACTUAL REPAIRS	200.00	
	622-8310-0099	REPAIR RESERVE FUND		200.00
		- TRANSFER FOR CONTRACTUAL REPAIRS		
CARMEL SEWER DISTRICT #1				
23	701-8130-0040	CONTRACTUAL REPAIRS	1,500.00	
	701-8130-0099	REPAIR RESERVE FUND		1,500.00
		- TRANSFER FOR CONTRACTUAL REPAIRS		

5 NOVEMBER 2014  
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL  
BUDGET REVISIONS FOR QUARTER ENDING 9/30/14 - #2014/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL SEWER DISTRICT #2</b>				
24	702-8130-0141 702-8130-0041	CHEMICAL EXPENSES - MICROFILTRATION CHEMICAL EXPENSES - REVISE BUDGET FOR MICROFILTRATION COSTS	10,000.00	10,000.00
<b>CARMEL SEWER DISTRICT #5</b>				
25	705-8130-0020 705-8130-0099	EQUIPMENT REPAIR RESERVE FUND - TRANSFER FOR EQUIPMENT	7,800.00	7,800.00
<b>CARMEL SEWER DISTRICT #6</b>				
26	706-8130-0041 706-8130-0099	CHEMICAL EXPENSES REPAIR RESERVE FUND - TRANSFER FOR CHEMICAL EXPENSE	1,000.00	1,000.00
<b>CARMEL SEWER DISTRICT #7</b>				
27	707-8130-0020 707-8130-0040	EQUIPMENT EXPENSE CONTRACTUAL EXPENSE - TRANSFER FOR EQUIPMENT EXPENSE	9,000.00	9,000.00
28	707-8130-0141 707-8130-0140	MICROFILTRATION - CHEMICAL EXPENSE MICROFILTRATION - CONTRACTUAL EXPENSE - TRANSFER FOR MICROFILTRATION CHEMICAL EXP	2,000.00	2,000.00
<b>CARMEL SEWER DISTRICT #8</b>				
29	708-8130-0020 708-8130-5031	EQUIPMENT INTERFUND TRANSFER - PROVIDE INTERFUND TRANSFER FOR EQUIPMENT	18,159.00 18,159.00	
30	708-8130-0040 708-8130-9909	CONTRACTUAL REPAIRS APPROPRIATED FUND BALANCE - PROVIDE FOR CONTRACTUAL REPAIRS	5,000.00 5,000.00	
<b>DRAINAGE CAPITAL FUND</b>				
31	902-1989-0012 902-1989-0040 902-1989-0082 902-1989-0011 902-1989-0045	PROJECT OVERTIME EXPENSE CONTRACTUAL EXPENSES SOCIAL SECURITY PERSONAL SERVICES STAFF CONTRACTED IMPROVEMENTS - RECLASS CAPITAL EXPENSE	26,000.00 300,000.00 2,000.00	28,000.00 300,000.00
<b>CARMADA PARK CAPITAL FUND</b>				
32	911-7140-0045 911-7140-5030	CONTRACTED IMPROVEMENTS TRANSFER FROM PARKLAND TRUST - PROVIDE FOR INSTALLATION OF UTILITIES FROM PARKLAND TRUST	99,400.00 99,400.00	
<b>HIGHWAY SPECIAL IMPROVEMENT CAPITAL FUND</b>				
33	952-5112-0020 952-5112-0040	EQUIPMENT CONTRACTUAL EXPENSES - RECLASS CAPITAL EXPENSE	3,700.00	3,700.00
<b>AGENCY &amp; TRUST FUNDS</b>				
34	990-0037-0099 990-0037-9909	TRANSFER TO OTHER FUNDS PARKLAND TRUST FUND APPROPRIATION - PROVIDE FOR PARK IMPROVEMENTS	175,594.00 175,594.00	

**ATTENDANCE AT SEMINAR ADVANCED GOVERNMENT ACCOUNTING FORUM  
AUTHORIZED - TOWN COMPTROLLER, MARY ANN MAXWELL AND ACCOUNT  
CLERK, MICHELLE TENEFRANCIA**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Comptroller, Mary Ann Maxwell and Account Clerk, Michelle Tenefrancia to attend Advanced Government Accounting Forum offered by New York State Government Finance Institute in Eastchester New York on November 13, 2014; and

BE IT FURTHER RESOLVED that the cost of registration and other necessary expenses be advanced or reimbursed by the Town Comptroller's Office upon audit and approval.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Schneider

5 NOVEMBER 2014  
TOWN BOARD MEETING

(Cont.)

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

**PUBLIC HEARING SCHEDULED FOR 11/25/14 TO HEAR OBJECTIONS TO ASSESSMENT ROLLS FOR THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS OF THE GARBAGE, SEWER AND WATER DISTRICTS FOR FISCAL YEAR 2015**

WHEREAS the Town of Carmel hereby has completed its assessment rolls for the operation and maintenance of the improvements serving Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7 and #8 and extensions thereto as well as Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14 and extensions thereto as well as The Town of Carmel Garbage District of said Town for fiscal year 2015; and

WHEREAS said assessment rolls have been filed with Ann Spofford, Town Clerk of the Town of Carmel;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby schedules a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541 on Tuesday, November 25, 2014 at 7:00 PM or as soon thereafter that evening as possible for the purpose of considering any objections which may be made to said assessment rolls.

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>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

**ENTRY INTO SOFTWARE LICENSE AND SERVICE AGREEMENT AUTHORIZED - SOFTWARE CONSULTING ASSOCIATES, INC. - NOT TO EXCEED \$41,100.00**

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry in to a software license and service agreement with Software Consulting Associates, Inc., Red Hook, NY for an initial term of two (2) years and at an initial cost not to exceed \$41,100.00 in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation necessary to effectuate such agreement on the terms authorized herein; and

BE IT FURTHER RESOLVED that a copy of said Agreement be filed with the Town Clerk after signature by the Town Supervisor.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilwoman McDonough

5 NOVEMBER 2014  
TOWN BOARD MEETING

(Cont.)

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



SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS SOFTWARE LICENSE and SERVICE AGREEMENT entered into this \_\_\_\_ day of October, 2014, by and between SOFTWARE CONSULTING ASSOCIATES, INC., with principal offices at 54 Elizabeth Street, Suite 17, Red Hook, New York, 12571, (hereinafter "SCA") and TOWN OF CARMEL, municipal corporations with principal offices at 60 McAlpin Avenue, Mahopac, NY 10541 (hereinafter "TOWN OF CARMEL").

RECITALS

WHEREAS, SCA is in the business of designing, selling and servicing computer software for use by municipal governments and in connection therewith has developed various municipal software products (hereinafter "SCA SOFTWARE") as described in SCA's Carmel\_m5 proposal\_10\_4\_2014.pdf letter (hereinafter "PROPOSAL LETTER") dated 10/4/2014 to the TOWN OF CARMEL.

WHEREAS TOWN OF CARMEL desires to obtain a license to use this software program pursuant to the terms contained in this Agreement and to thereafter have SCA service, and provide consulting for, this program.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing the parties agree as follows:

1. GRANT OF LICENSE - SCA hereby grants, and TOWN OF CARMEL accepts, a non-exclusive, nontransferable right and license to the use of the SCA SOFTWARE within the United States. This licensed program, in machine readable form, shall be used solely on Windows compatible personal computers running Windows XP or above networked with MS-SQL Server (2005 or above), and/or web-based software intended to run via a web-browser (such as Internet Explorer, Mozilla Firefox, or Google Chrome) on a computers connected to the Internet via a broad-band Internet connection. These computers are to be purchased and installed by TOWN OF CARMEL. The TOWN OF CARMEL shall be permitted to make a copy of the software for backup purposes, but shall not otherwise copy, sell, lease, transfer or assign any of the software without the express written consent of SCA.

2. LICENSE FEE - TOWN OF CARMEL shall pay SCA the sum total of \$41,100 as payment for the following:

<b>Municipality 5 – Web Based Municipity</b>	
Base software	\$21,500
Setup, Installation and Training	\$ 3,500
Data Conversion	\$ 4,000
Total for Municipity 5	\$29,000
<b>Municipity 5 – Advanced GIS</b>	Included
<b>Municipity 5 – Public Access</b>	Included
<b>Municipity 5 – Mobile Android Application</b>	
Site License (8 Users x \$ 500/user)	\$4,000
<b>Mobile Payment Option for Inspection Payments</b>	\$ 1,500
<b>Total</b>	<b>\$41,100</b>

Payment of this sum shall constitute payment in full for the software license and rights herein specified in perpetuity.

3. SERVICE AGREEMENT - The parties agree and acknowledge to an annual maintenance, support and hosting fee of \$6,600 broken down as follows:

<i>Municipity 5 - Annual Maintenance, Support and Hosting</i>	<i>\$ 4,300</i>
<i>Municipity 5 – Public Access - Annual Maintenance, Support and Hosting</i>	<i>\$ 1,100</i>
<i>Municipity 5 – Mobile Android Application</i>	
<i>Annual Maintenance, Support and Hosting (8 Users x 200/year / user)</i>	<i>\$ 1,000</i>
<i>Mobile Payment Option for Inspection Payments</i>	
<i>Annual Maintenance and Support</i>	<i>\$ 200</i>
<b>Total for Annual Maintenance and Support</b>	<b>\$6,600</b>

**5 NOVEMBER 2014  
TOWN BOARD MEETING**

(Cont.)

First year maintenance and support is to be paid as part of the base software purchase. All subsequent year Annual Maintenance and Support fees, as outlined above, will be due on the anniversary of the successful installation and operation of the SCA SOFTWARE. After the first three years of service the annual service fee is subject to a 3% annual increase. The software service includes the following:

(a) Identify and resolve all software problems caused by the SCA MUNICIPALITY SOFTWARE listed above. SCA will service the SCA SOFTWARE once installed and accepted.

(b) For hardware and other software problems, provide problem determination services, in compliance with Paragraph 6 (d).

(c) Provide procedural advice, and general consulting services as required by the Client.

(d) All of the above services will be provided as quickly as possible after notification of a problem by the user, with an objective of providing an initial response to any problem within four hours. Support will be provided by telephone, Internet, or via on-site visit if required.

(e) Specifically SCA agrees to provide whatever assistance is necessary for successful operation of the software. This includes unlimited phone and internet support and on-site support, training and assistance, if required.

4. PAYMENT SCHEDULE: The payment schedule for purchase of the SCA SOFTWARE (Total cost: \$ 41,100) will be as follows:

Payment Option 1:

(a) \$15,000 – Upon Data Conversion and System Setup.

(b) \$13,050 – After Successful System Setup, Installation and Training of Staff.

(c) \$13,050 – After System in Successful Operation for 30 Days.

Payment Option 2:

(a) \$15,000 – Upon Data Conversion and System Setup.

(b) \$ 5,550 – After Successful System Setup, Installation and Training of Staff.

(c) \$20,550 – On Or About February 1<sup>st</sup>, 2015, or After System in Successful Operation for 30 Days, Whichever is Greater.

Service fees in subsequent years for each system as documented Paragraph 3 will be due on the anniversary date for installation of the SCA SOFTWARE products.

**5. MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE -**

(a) SCA will service and maintain the SCA SOFTWARE as originally installed and accepted.

(b) SCA shall inform TOWN OF CARMEL of all major systems enhancements as developed. Those enhancements which are developed free of charge for all SCA customers will be installed as normal software updates. It is possible that in the future SCA will develop special optional features which can be purchased from SCA at the customer's discretion. SCA agrees to sell such enhancements to TOWN OF CARMEL if TOWN OF CARMEL elects to purchase one or more of these options.

6. WARRANTY - SCA will not be liable for any loss of profits or for any claim or demand against TOWN OF CARMEL by any other parties except a claim for patent or copyright infringement as provided herein. SCA warrants to TOWN OF CARMEL that:

(a) The application software supplied under this Agreement will operate on the TOWN OF CARMEL's computers connected to the Internet via a broadband connection running approved web-browser software.

(b) However, the parties recognize that no software system can be guaranteed to be 100% error free and it is recognized and acknowledged that problems may arise after installation. SCA shall provide the necessary services to correct such problems pursuant to the terms of the Service Maintenance Agreement contained in Paragraph 3 of this contract.

(c) In no event shall SCA be liable for consequential damages even if SCA has been advised of the possibility of such damages.

(d) SCA does not assume responsibility for problems caused by hardware or software programs from other vendors, or problems caused by the negligence of others (e.g. failure to maintain proper backups) which may require both troubleshooting and proper restoration of files and programs to a running state. SCA is available for support in these matters at our normal rate (currently \$110/hour).

(e) The warranty provided for above is expressly contingent on proper use and application of software and does not apply if the software is modified or adjusted by anyone other than SCA's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accident, neglect or improper operation conditions. In addition, the warranty shall not cover malfunctions caused by defects in TOWN OF CARMEL's associated equipment, software, terminals, or networks.

5 NOVEMBER 2014  
TOWN BOARD MEETING

(Cont.)

7. **PATENT AND COPYRIGHT INDEMNIFICATION** - SCA represents that it is the sole author of the SCA MUNICIPALITY SOFTWARE product and knows of no competing claims by any other persons or entities of a proprietary interest or right in said software. SCA agrees to indemnify and hold harmless TOWN OF CARMEL for any damages sustained by TOWN OF CARMEL as a result of any successful claim brought against TOWN OF CARMEL alleging that a program licensed pursuant to this Agreement infringes a copyright in the United States or United States patent TOWN OF CARMEL shall notify SCA, as soon as practicable, in writing, of any such claim and SCA shall be given the opportunity to fully participate in the defense of such action. In the event TOWN OF CARMEL, as a result of a dispute regarding a proprietary right in the software, is required to cease using the software (other than by reason of a temporary restraining order), SCA shall either (i) modify the software so that TOWN OF CARMEL's use hereunder ceases to be infringing or multiple, or (ii) procure for TOWN OF CARMEL the right to continue using the software. If, after reasonable efforts, SCA is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.

8. **CANCELLATION:** TOWN OF CARMEL can cancel this agreement upon 30 days written notice. If termination is without cause, all license/annual service fees paid to date will be deemed to be earned and thus not refundable, if for cause, fees are refundable.

9. **GENERAL PROVISIONS** -

(a) **Unenforceable Terms** - In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.

(b) **Governing Law** - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. Neither party shall be deemed to be the author of this Agreement.

(c) **Entire Agreement** - This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations or changes in the absence of a writing signed by both parties.

(d) **Headings** - The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of the Agreement.

(e) **Counterparts** - This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

(f) **Binding Effect** - This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

SOFTWARE CONSULTING ASSOCIATES, INC.



By: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF CARMEL

By: \_\_\_\_\_

Its: \_\_\_\_\_

 <p>SCA Software Consulting Associates, Inc.</p>
 <p>Municipality</p>
<p><b>SOFTWARE PROPOSAL FOR CARMEL, NY</b></p>
<p><b>OCTOBER 24, 2014</b></p>
<p>Prepared by: Software Consulting Associates 54 Elizabeth St. Red Hook, NY</p>
<p>Account Representative: Wil LaBossier Phone: (845) 758-0104 Fax: (845) 758-0884 E-Mail: wil@sca-corp.com Website: www.sca-corp.com</p>

(Cont.)

MUNICIPITY 5 SOFTWARE FEATURES

Working with over 150 municipalities in six states, we are experts in helping municipal government offices organize information to meet their own needs and serve the needs of their constituents.

Municipity 5 is a truly multi-tenanted cloud based software system that allows for a user to access the data of their municipality from anywhere with an internet connection.

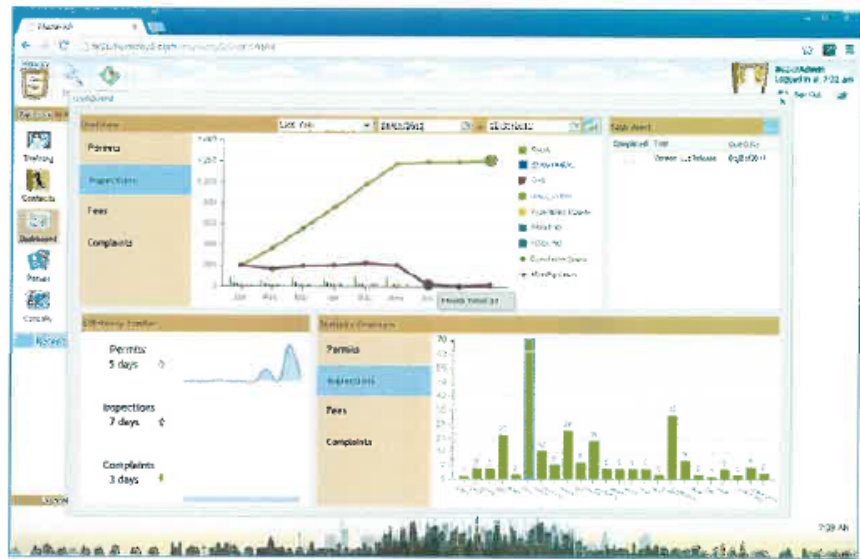
SCA provides the on-line training, support and technical services that allow municipalities to make the most of their investment, and to implement the software with maximum effectiveness.

SCA has successfully converted historical data from more than forty legacy software systems, as well as easily integrating existing MS Excel and Access data.

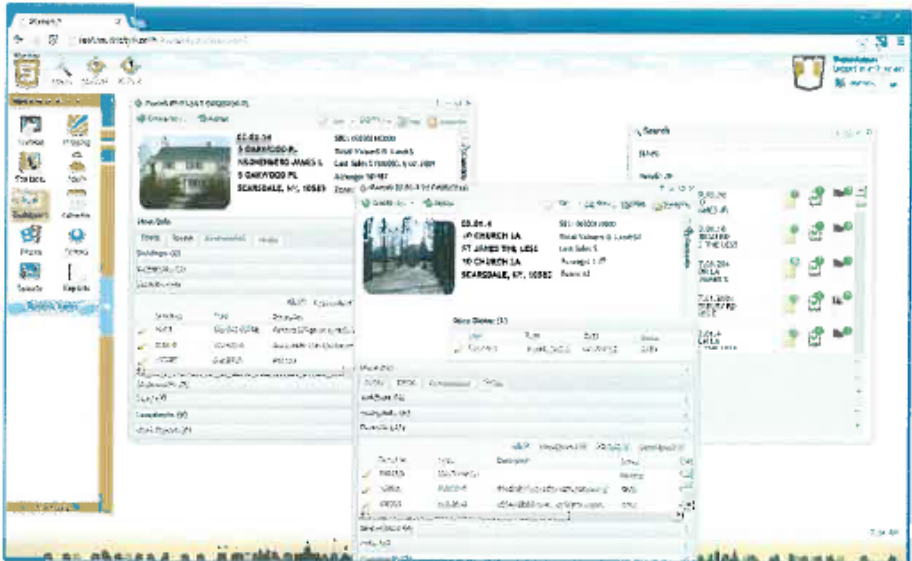
**Software Consulting Associates' clients are the most loyal in our industry. This loyalty has been earned by consistently providing exceptional service before, during, and after every sale.**

Municipity 5 is a fully hosted we-based software solution for building departments which includes the following features:

**Dashboard** - View all the latest activities of your department, such as applications submitted, permit issued, complaints issued, inspections completed, etc. Customize the dashboard to your preferences by choosing from a variety of graphs and data views.



**Parcel Information** - Search for parcels by owner, address, parcel number and then view all parcel information such as owner, owner's address, zoning, property class, acreage, etc.



Municipity5 showing two parcel editors

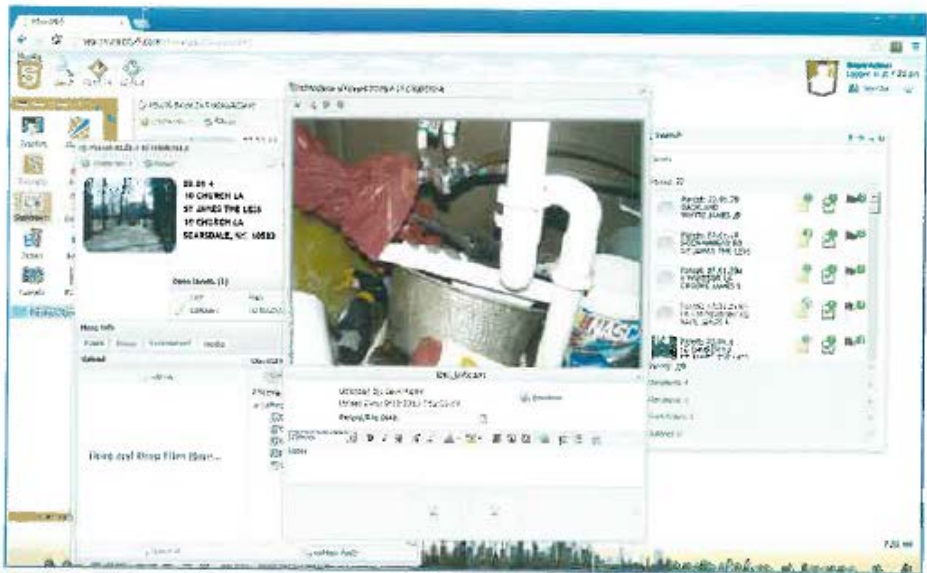
**Posts** - The Municipity 5 software has a fully integrated Posting/Notification system that allows users to follow all actions that have occurred on a parcel, permit or violation. This includes general comments added by users and program generated actions such as approving a permit or passing/failing and inspection. These posts are visible on each item in the program and optionally users (office staff / inspectors) can become a "follower" of an item and receive notifications via email, text messages or Twitter when an action has occurred. In conjunction with the Municipity 5 – Public Module residents and contractors can also "follow" an item and get notifications when something occurs such as their building permit being issued or an inspection being completed.

(Cont.)



2

**Media** – Attach any electronic files to you parcels, permits, inspections or complaints. Upload pictures, documents, pdf files, and vidcos, whatever and then rearrange into subdirectories. Print or email the files. View all pictures in a slideshow, add notes, or download to your computer.

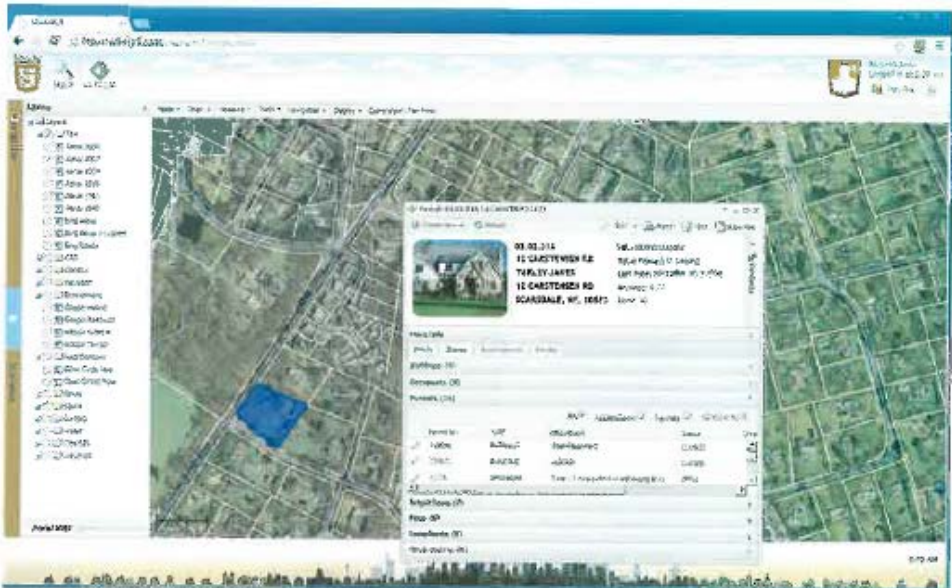


Muncity5 Media – slide show viewer

3

**Integrated GIS**

Muncity 5 comes standard with a fully integrated GIS system. View parcel information by selecting a parcel via the map or see where a parcel is located by clicking the “Map” button. Basic GIS system includes parcel boundaries (Tax Maps) and Aerials.



Basic GIS / Mapping System

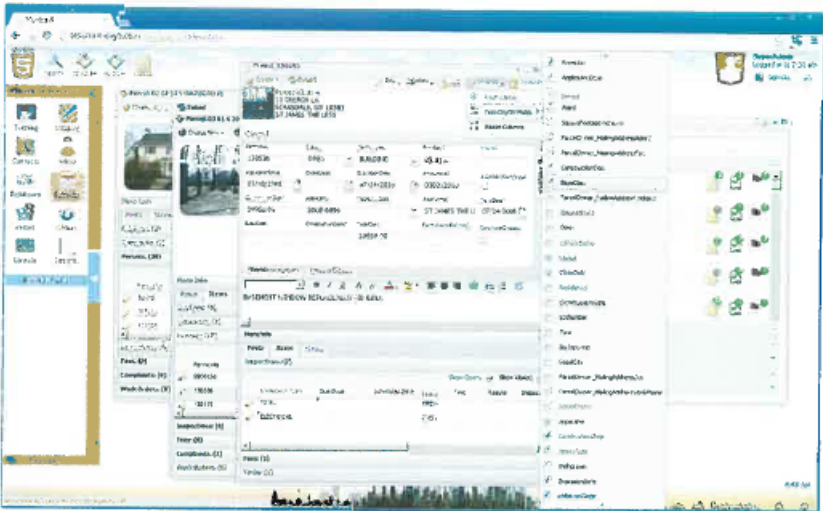
(Cont.)



Municipi5 Web-Based Integrated GIS w/ Streetview (Note: Streetview not available in some areas).

4

**Permitting** - The permitting module of Municipi5 allows users to track all activities on a permit including permit type, status, cost of construction, contractors, inspections, fees, and tasks. The permit editor is extremely flexible and can be customized by the users to display whatever information they require and arrange it in the order they find most convenient.



Municipi5 Permit Editor – w/ field selector

**Permits** – Tracks all building permits from acceptance of an application through completion of inspections, and final issuance of CO's or CC's.

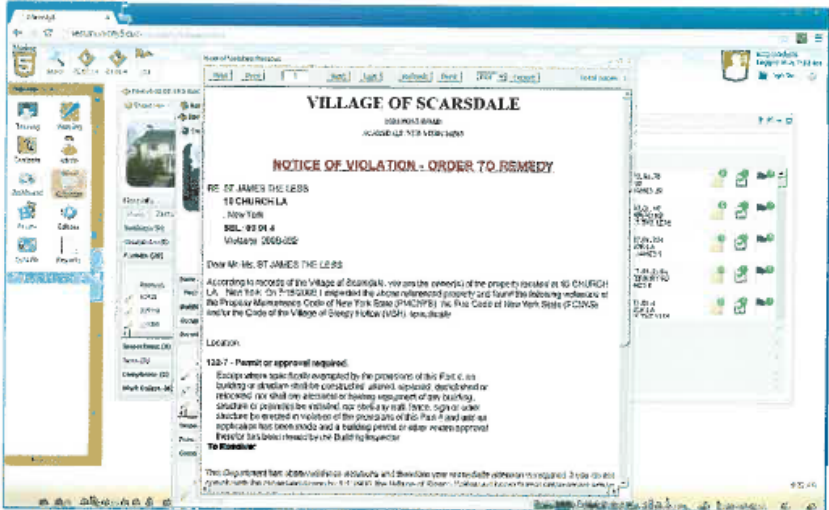
**Permit Inspections** – Full tracking and scheduling of inspections, including checklists, documents and pictures. Pre-defined inspection templates can be created for each permit-type to ensure all inspections are completed before a permit is closed.

**Permit Fees** – Track all fees related to each building permit.

**Permit Tasks**– Assign tasks that have to be completed prior to permit issuance. Create tasks based on templates and automatically assign them to the responsible parties. Get notification when tasks are completed.

5

**Code Enforcement** - Track all complaint activity including issuance of violations based on the town code, state building code or fire code. Create summons, track court appearances, levy fines, and attach pictures and documents. Create documents such as notice of violation, accusatory, affidavits of service.



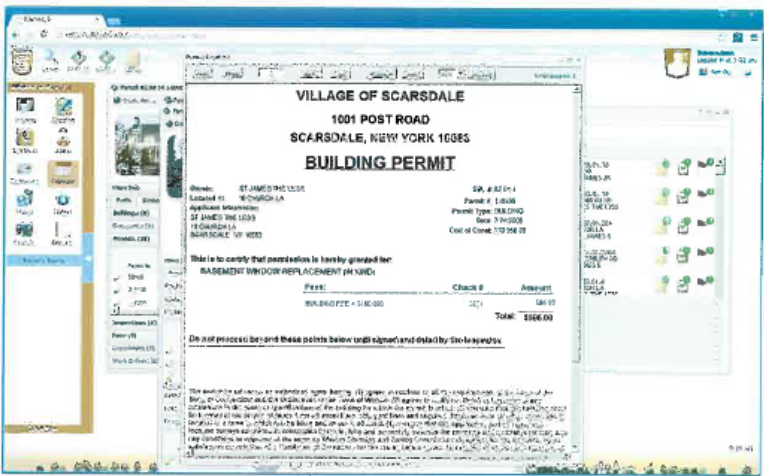
Municipi5 Complaint – Notice Printout

6

5 NOVEMBER 2014  
TOWN BOARD MEETING

(Cont.)

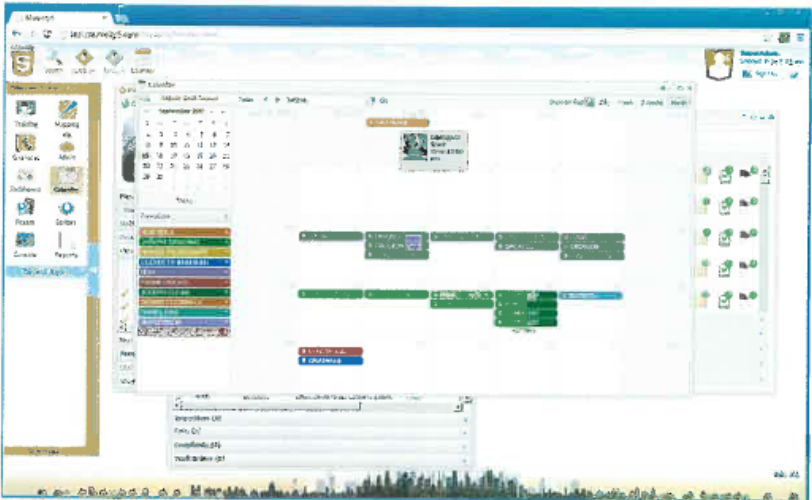
- Printing** – Muncity 5 is delivered with several standard printouts. These documents include:
- Parcel Information / History.
  - Permits.
  - Approval / Denial Letters.
  - Certificates (CO, CC, Temporary CO).
  - Inspection Results (Passed / Failed Letter).
  - Daily Inspection Schedule.
  - Complaint Notice.
  - Accusatory / Affidavit.
  - Summons.



Muncity5 Permit Printout

7

**Appointment Calendar** - Fully integrated appointment calendar for scheduling of inspections. With appropriate user rights you can view multiple inspectors from one calendar and re-assign or re-schedule inspections. Completing inspections from the calendar automatically completes the inspections on the associated permit.



Muncity 5 Integrated Calendar

8

**Reports** – Muncity 5 comes standard with the following reports:

- Applications Submitted
- Permits Issued
- Permits Issued w/ Cost of Construction
- Expired Permits
- Certificates (COs/CCs) Issued
- Temporary COs Issued
- Complaints / Violations Issued
- Open Complaints / Violations
- Resolved Complaints / Violations
- Inspections Completed
- Overdue Inspections
- Fees Collected
- Unpaid Fees

(Cont.)

Permit #	Date	Type	Fee	Legal Address	Owner	Cost	Status	Expires
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13

Muncity5 Permit Report

9

**Console Module** – The Muncity Console is an extremely powerful way to view and interpret your municipality's data. View permits, inspections, fees and more in customizable spreadsheet layout. Filter and search based on type, dates, status, inspector, names or addresses. Print reports, export to Excel or create Microsoft Word mail merged documents.

Permit #	Date	Type	Fee	Legal Address	Owner	Cost	Status	Expires
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13
10000	10/01/12	PLUMBING	\$4,000.00	10000	THOMAS, JAMES	\$4,000.00	OPEN	10/01/13

Muncity5 Console

10

**Contact Management** – Fully integrated contact manager allows you to track all your contact information, including contractor insurance, worker's comp. and basic licensing.

Field	Value
Name	THOMAS, JAMES
Address	10000
City	10000
State	10000
Zip	10000
Phone	10000
Fax	10000
Email	10000
Website	10000
Insurance	10000
Licensing	10000

Muncity5 Contact Editor

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(Cont.)

**Included Items**

The following are standard features of the Muncity 5 Software System.

- Parcel Load** – The Muncity 5 system is pre-loaded with all of your property parcels when it is delivered. This means that the system already knows about all parcel IDs, owner information, etc. in your community. We accomplish this by obtaining a master property file from the Tax Assessor or similar department and using that file to load the parcel database.
- Web Based Training** – Muncity 5 utilizes the latest in web-based training technologies to do both live training with your staff and integrated video training accessible at any time.
- Annual Service and Support** – The annual service and support contract provides your installation with software service and support for 12 months. This includes advice for procedural questions, regular software updates (2 to 4 times per year), problem fixes and support. Support is delivered via telephone and Internet connection. The Annual Maintenance and Support rate quoted at time of proposal is guaranteed for a term of two (2) years.
- Audit Trail** – A complete audit trail is maintained on all activities, including archiving of all deleted records, documents and pictures, and tracking of all SQL statements for ease of recovery if necessary.

12

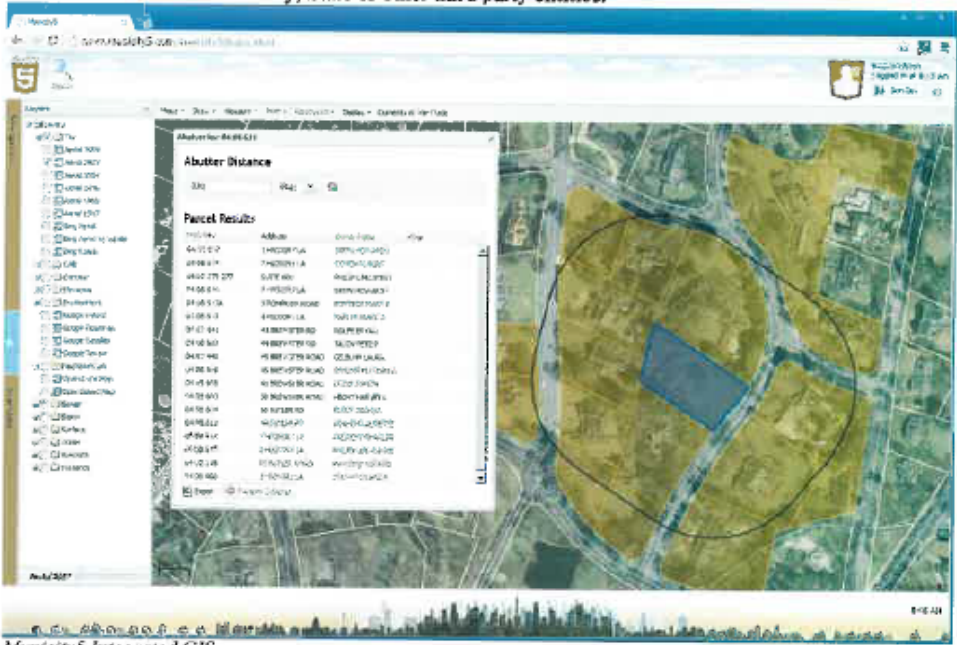
**Optional Items**

In addition to the base software outlined above, there are several options which are detailed below. These options all require the Muncity base software, but can be purchased at any time.

**A. Advanced GIS**

Add advanced GIS functionality to your Muncity 5 System. Advanced GIS includes:

- Abutters Notices (including label print, report and map).
  - Select Multiple Parcels and run Abutters Notices from the combined perimeter of all Parcels.
  - Handle Condominium Complexes as both a single entity and individual units for Abutters Notices and Reporting.
- Measurements
  - Measure Distance and Area (Sq. Footage).
- Map Markup
  - Draw Points, Lines, Polygons, and Text
- Unlimited Layers
  - Load as many layers as you like to the system, such as; Zones, Neighborhoods, Sewers, Water Lines, etc. Layers can be provided to us by the municipality, County, State or other third party entities.

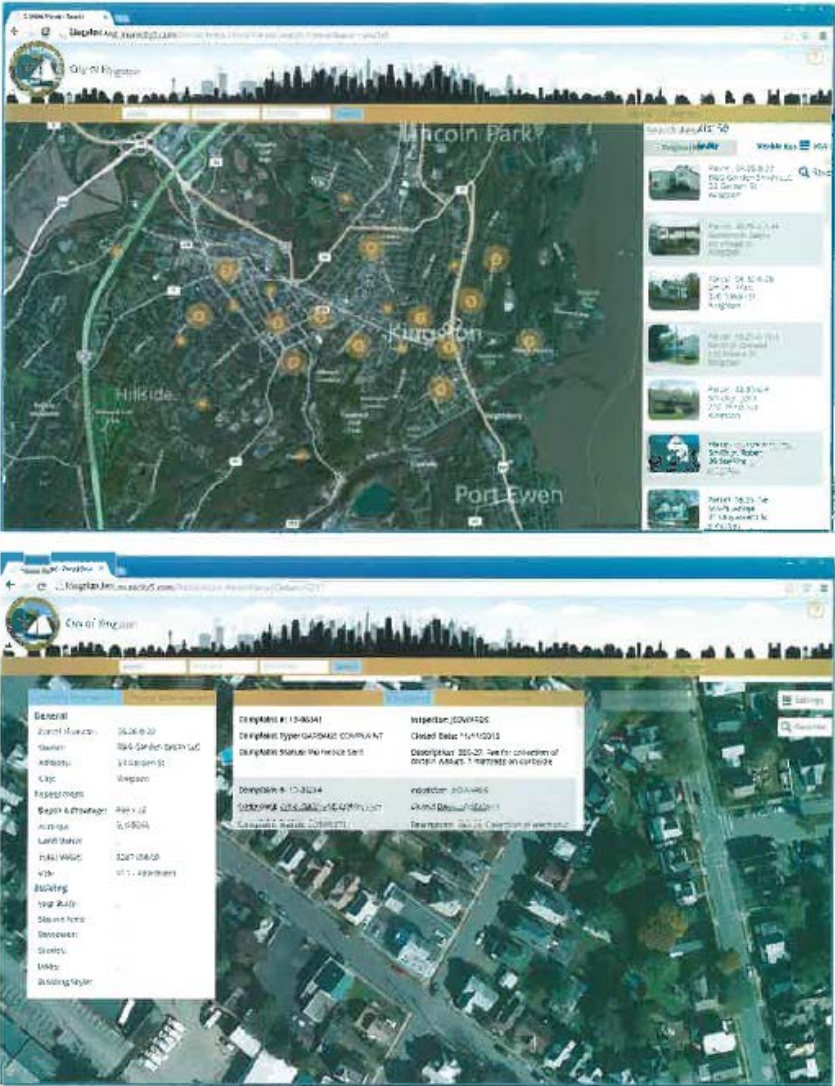


Muncity5 Integrated GIS

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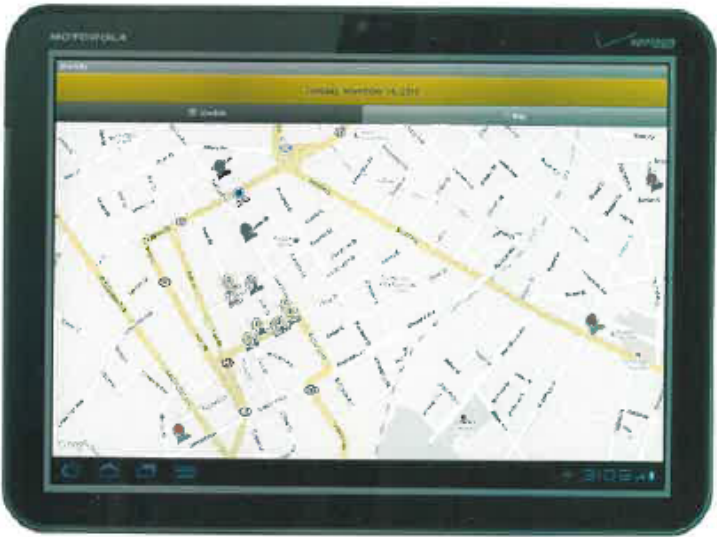
**B. Web Based - Public Access**

Municipity 5 – Public Access system gives you the capability to provide parcel, permits, violations, inspections, and other information to the public via a GIS interface.



**C. Mobile Android Application for field inspections**

The Municipity 5 Mobile Android application allows users to interact directly with the Municipity database via any Android device, including smart phones and tablets (no need to synchronize once you get back to the office – you are working with live data). The Android platform is a great long term choice for municipalities because of the features, lower price point, and open nature of the Android development environment.

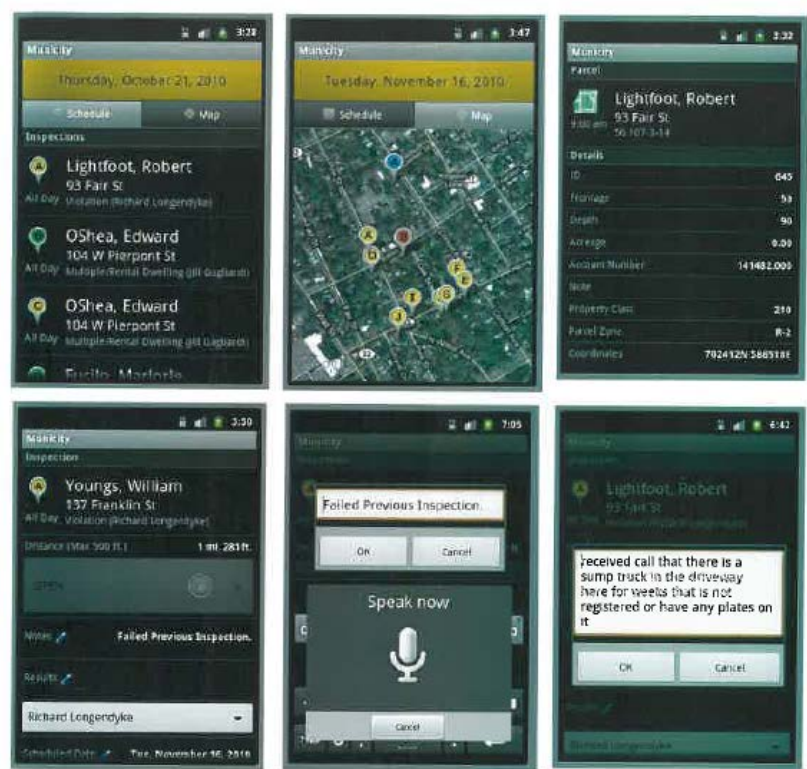


(Cont.)

Features of the Android Application:

- See your inspections for the day on a Google Map.
- Filter list/map by inspector.
- Inspections map is color coded by inspection status.
- Enter inspection results from your Android device on site.
- Use voice-to-text to record results and notes without typing.
- View inspections and appointments in schedule format.
- View others' inspection & appointment schedules.
- Reschedule inspections or reassign to another inspector.
- Review future inspections or past results.
- Review source permit.
- Create a new inspection on site.
- Enforce an optional inspection radius proximity requirement (ex. Only record results within 500 ft. of subject parcel).
- Review parcel details, including owner information, permit history.
- Take and upload photos on device from a parcel, permit or inspection screen.
- Access via Android 2.2 or better Smartphones or Tablets.

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16

INVESTMENT

Muncity 5 – Web Based Muncity

[ ] Muncity 5	
Base software	\$21,500
Setup, Installation and Training	\$ 3,500
Data Conversion	\$ 4,000
Total for Muncity 5	\$29,000
Annual Maintenance, Support and Hosting	\$ 4,300

Muncity 5 Options

[ ] A. Muncity 5 – Advanced GIS	Included
[ ] B. Muncity 5 – Public Access	Included
Annual Maintenance, Support and Hosting	\$ 1,100
[ ] C. Muncity 5 – Mobile Android Application	
Site License (8 Users x \$ 500/user)	\$4,000
Annual Maintenance, Support and Hosting (8 Users x 200/year / user)	\$ 1,000

Note: Customer is responsible for procuring their own Android device(s) (phone or tablet) and data plan.

(Cont.)

<b>[ ] D. Mobile Payment Option for Inspection Payments</b>		<b>\$ 1,500</b>
<i>Annual Maintenance and Support</i>		<i>\$ 200</i>
<i>Note: Customer is responsible for procuring their own Payment device (Square) and credit card account.</i>		
<b>Totals:</b>		
<b>Total First Year Cost</b>		<b>\$41,100</b>
<i>Annual Support Each Year Thereafter</i>		<i>\$ 6,600</i>

**Two Year Payment Option**  
SCA is willing to offer a two year payment option, with one payment of \$20,550 occurring in in 2014 and a second payment occurring in 2015. Note: the subsequent year annual support would be one calendar year from the date of the system going live (i.e. if the system went live in Nov. 2014 the subsequent year annual support payment of \$6,600 would be due in Nov. of 2015).

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AUTHORIZATION

The Town of Carmel, NY hereby agrees to the procedures outlined above and the “Terms and Conditions” attached hereto and made a part hereof, and authorizes Software Consulting Associates to proceed with the project.

Town of Town of Carmel, NY  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SOFTWARE CONSULTING ASSOCIATES  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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REFERENCES

<u>Municipality</u>	<u>Installed</u>	<u>Contact Person(s)</u>
<u>City of White Plains, NY</u>	<u>2011</u>	<u>Joe Anthony (Building Dept. Technical.)</u> (914) 422-1269
Population: 56,853 Parcels: 14,145	Municipality users: 26 Annual Permits: 3,900	
<u>Village of East Hampton, NY</u>	<u>2008</u>	<u>Larry Cantwell (Village Manager)</u> <u>Linda Beyer (Building User)</u> (631) 324-4150
Population: 1,083 Parcels: 2,170	Municipality users: 7 Annual Permits: 160	
<u>Village of Tarrytown</u>	<u>2002</u>	<u>Carla Vidal (Building Sect.)</u> (914) 631-3668
Population: 11,090 Parcels: 3,240	Municipality users: 7 Annual Permits: 780	
<u>Town of Eastchester, NY</u>	<u>2009</u>	<u>Christina Batista (Building Sect.)</u> (914) 771-3317
Population: 31,318 Parcels: 9,443	Municipality users: 5 Annual Permits: 1,000	
<u>Town of Ramapo, NY</u>	<u>2009</u>	<u>Theresa Reeck (IT Director)</u> <u>Tony Mallia (Building Director)</u> (845) 357-5100
Population: 108,905 Parcels: 28,622	Municipality users: 21 Annual Permits: 2,160	
<u>Town of Clarkstown, NY</u>	<u>2009</u>	<u>Robert Stritmater (IT Director)</u> <u>Tina Scala (Building Sect.)</u> (845) 639-2123 / (845) 639-2087
Population: 82,082 Parcels: 28,357	Municipality users: 27 Annual Permits: 7,000	

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Village of Garden City, NY	2005	Gerard Cattani (Building Dept. Head) Barbara Truglio (Building Sect) (516) 465-4040
Population: 22,371 Parcels: 8,653	Municipity users: 6 Annual Permits: 1,000	
Village of North Castle, NY	2009	Michael J. Cromwell (Building Inspector) Adam Kaufman (Director of Planning) (914) 273-8625/ (914)273-3542
Population: 10,849 Parcels: 4,899	Municipity users: 7 Annual Permits: 1,100	

More references are available upon request.

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TERMS AND CONDITIONS

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

This contract is for a two year period and can be renewed every two years by a board resolution.

The price in this contract is a flat price for the duration of the two year contract and will not be increased by SCA.

**Responsibility of Software Consulting Associates (SCA).**  
SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

**Your Responsibility.**  
You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

**Adjustments to Performance Schedule; Unauthorized Delays.**  
A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.  
B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

**Variations from Standard Methods or Procedures.**  
Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

**Payment Terms.**  
All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

**Software.**  
The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

**Computer Hardware.**  
Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

**Title.**  
All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

**Term and Termination.**  
A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.  
B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.  
C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

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**Warranties; Limitations.**  
A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.  
B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.  
C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.  
D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

**5 NOVEMBER 2014  
TOWN BOARD MEETING**

(Cont.)

**Changes.**

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

**Notices.**

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

**Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES  
54 Elizabeth St.  
Red Hook, NY 12571

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845-758-0104  
Investment

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Councilman Lupinacci explained various terms contained in the aforementioned service agreement with their associated costs. He spoke regarding certain features as well as the benefits of the software. Discussion was held regarding the matter.

### **PUBLIC COMMENTS - AGENDA ITEMS**

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

### **TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS**

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

### **PUBLIC COMMENTS - OPEN FORUM**

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

### **TOWN BOARD MEMBER COMMENTS - OPEN FORUM**

Councilman Lombardi announced that donations will be accepted at the Town Hall as well as other locations for the annual Mahopac Middle School Thanksgiving food drive.

Supervisor Schmitt announced that Carmel VFW Post 1374 Veterans Day ceremonies will be held on November 11, 2014 at 11:00 a.m. at the Memorial Hall at 32 Gleneida Avenue.

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(Cont.)

Supervisor Schmitt announced that the Veterans of Foreign Wars of Mahopac will be hosting their Veterans Day observances on November 11, 2014 commencing at 10:15 a.m. at the VFW Hall and marching to the Town of Carmel War Memorial with services to follow at 11:00 a.m.

Supervisor Schmitt announced that the Town Board is looking for interested and qualified persons to fill two vacancies on the Planning Board. Additional information is available on the Town of Carmel's website. Letters of interest and resumes should be directed to the Town Supervisor by December 12, 2014.

Supervisor Schmitt announced that the Carmel Town Hall will be closed on November 11, 2014 in observance of Veterans Day.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lupinacci, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 8:15 p.m. to Executive Session with regard to an item of personnel in connection with the fiscal year 2015 Budget.

Respectfully submitted,

Ann Spofford, Town Clerk