

5 JANUARY 2011

ORGANIZATIONAL MEETING
TOWN HALL, MAHOPAC, N.Y.

The 2011 Organizational Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 5th day of January 2011 at 7:11 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Ravallo, Councilman Lombardi and Supervisor Schmitt. Councilwoman McDonough was absent.

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

SEATING ORDER OF THE TOWN BOARD MEMBERS SET

RESOLVED that the Town Board Members will be seated as follows (left to right): facing the dais: Frank Lombardi, Kenneth Schmitt, Robert Ravallo and Suzanne McDonough.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

ROLL CALL VOTING ORDER OF TOWN BOARD MEMBERS SET

RESOLVED that the Roll Call Voting Order of the Town Board shall be as follows:

Robert Ravallo
Frank Lombardi
Suzanne McDonough
Kenneth Schmitt

Resolution

Offered by: Supervisor Schmitt

Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

DATES, TIME AND LOCATION OF TOWN BOARD MEETINGS ESTABLISHED

RESOLVED that all regular meetings of the Town Board of the Town of Carmel shall be held on the first and third Wednesdays of each month, commencing Wednesday, January 5, 2011, at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM with the exception of the regular meeting on June 1, 2011 which shall be held at 7:00 PM in the hamlet of Carmel at the Carmel Firehouse, Vink Drive, Carmel, NY;

BE IT FURTHER RESOLVED that all work sessions of the Town Board of the Town of Carmel shall be held on the second and fourth Wednesdays of each month commencing Wednesday, January 12, 2011, with the exception of the months of September when a work session will be held on the fourth Tuesday, September 27, 2011 instead of the fourth Wednesday, September 28, 2011 and November when a work session will be held on the fourth Tuesday, November 22, 2011 instead of the

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TOWN BOARD MEETING

(Cont.)

fourth Wednesday, November 23, 2011 and the month of December when no meeting shall be held on the fourth Wednesday. All work sessions shall be held at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

RULES OF ORDER FOR TOWN BOARD MEETINGS SET

RESOLVED that the Rules of Order for Town Board Meetings shall be Roberts' Rules of Order Newly Revised.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

DESIGNATION OF DEPUTY SUPERVISOR ACKNOWLEDGED - ROBERT RAVALLO

RESOLVED that the Town Board of the Town of Carmel hereby acknowledged the designation by Supervisor Schmitt of Robert Ravallo as Deputy Supervisor.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

DEPUTY COMPTROLLER MARY ANN MAXWELL APPOINTED AS TOWN COMPTROLLER

RESOLVED that the Town Board of the Town of Carmel hereby appoints Deputy Comptroller Mary Ann Maxwell as Town Comptroller for a term ending December 31, 2011 at the salary contained in the 2011 Budget.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

The members of the Town Board congratulated Ms. Maxwell and spoke regarding her outstanding qualifications.

PLANNING BOARD CHAIRMAN REAPPOINTED - HAROLD GARY

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Harold Gary as Chairman of the Planning Board for the year 2011.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

ZONING BOARD OF APPEALS CHAIRMAN REAPPOINTED - MARK FRASER

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Mark Fraser as Chairman of the Zoning Board of Appeals for the year 2011.

Resolution
Offered by: Supervisor Schmitt
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

ENVIRONMENTAL CONSERVATION BOARD CHAIRMAN REAPPOINTED - RICHARD FRANZETTI

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Richard Franzetti as Chairman of the Environmental Conservation Board for the year 2011.

Resolution
Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

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ARCHITECTURAL REVIEW BOARD CHAIRMAN REAPPOINTED - FRANK PICCONE

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Frank Piccone as Chairman of the Architectural Review Board for the year 2011.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

OFFICIAL NEWSPAPER OF THE TOWN DESIGNATED - PUTNAM COUNTY COURIER (JOURNAL NEWS - DAILY)

RESOLVED that the Town Board of the Town of Carmel designates the Putnam County Courier as the official newspaper of the Town of Carmel for the year 2011; and

BE IT FURTHER RESOLVED that, in those situations where the Town is required by law to publish in a daily newspaper, the Journal News is hereby designated as the daily newspaper in which publication shall be made.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Supervisor Schmitt explained that in an effort to be fiscally prudent, the Town Board was designating one official newspaper for the year and hereafter, legal notices will also be posted on the Town’s Web site and government access channels.

OFFICIAL DEPOSITORIES DESIGNATED

RESOLVED that the Town Board of the Town of Carmel hereby designates any commercial bank authorized to do business in the State of New York as an official depository for Town of Carmel funds and investments provided all deposits are properly collateralized in accordance with New York State law and hereby authorizes the Town Supervisor to deposit funds in any authorized depository for fiscal year 2011 in order to obtain the maximum rate of interest on said deposits.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

INSURANCE AGENT DESIGNATED - SPAIN AGENCY

RESOLVED that the Town Board of the Town of Carmel hereby appoints the Spain Agency, 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2011.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

PETTY CASH FUNDS AUTHORIZED FOR FISCAL YEAR 2011

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the establishment of Petty Cash Funds in the following departments at the following amounts for fiscal year 2011:

Supervisor \$200	Town Clerk \$200
Receiver of Taxes \$500	Police Chief \$200
Justice Court \$200	Bldg. Maintenance \$100
Recreation \$200	Supt. of Highways \$200

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

MILEAGE RATE SET FOR FISCAL YEAR 2011

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2011 at the IRS rate for 2011.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Supervisor Schmitt stated the IRS mileage rate to be .51 per mile.

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HIGHWAY DEPARTMENT - RATES SET FOR 2011 TEMPORARY HELP

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for Highway Department temporary help for fiscal year 2011:

Private Plowers (minimum 2500 Series Truck/1 Ton Truck with plow) - \$60.00/hour
Drivers (Labor only in Town trucks) - \$30.00/hour

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

COUNCIL MEMBERS AS LIAISONS TO SPECIAL COMMITTEES - DESIGNATED

BE IT RESOLVED that the Town Board of the Town of Carmel hereby designates the following Town Council Members as liaisons for the following purposes:

Councilman Frank Lombardi – Liaison to Police Department, Highway Department and Recreation Advisory Committee
Councilwoman Suzanne McDonough – Liaison to Lake Secor, Lake Casse, Teakettle Spout Lake Park District Advisory Boards, and Recreation Advisory Committee
Councilman Robert Ravallo – Liaison to Police Department, Administrative Boards which include Planning, Zoning, Environmental Conservation, Architectural Review and Ethics Boards, Special Legal Counsel and Lake Mahopac Park District Advisory Board

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

PUBLIC HEARING SCHEDULED FOR 1/26/11 - FIRE PROTECTION CONTRACTS AND AMBULANCE DISTRICT CONTRACTS

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts for the year 2011, to be held on the 26th day of January, 2011 at the Town Hall, 60 McAlpin Avenue, Mahopac, NY at 7:00 p.m. or soon thereafter that evening as possible; said contracts to be advertised and posted as follows:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 675,000.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$1,572,405.00

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Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 475,000.00
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 210,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 12,200.00

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to publish a notice of the Public Hearing in the official newspaper of the Town and to post a notice of said hearing on the bulletin board of the Town, said notices to be published and posted a minimum of ten days prior to the Public Hearing.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

RESOLUTION FROM 1/6/10 AMENDED - AUTHORIZING SIGNING OF CONTRACT FOR TOWN COUNSEL LEGAL SERVICES - GREGORY FOLCHETTI

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign a one (1) year Contract with Gregory Folchetti, Esq., 1875 Route Six, Carmel, New York 10512, for legal services as Town Counsel, as attached hereto and made a part thereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

AGREEMENT

THIS AGREEMENT, made this 1st day of January 2011, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and Gregory L. Folchetti, Esq., whose address is 1875 Route 6, Carmel, New York 10512 (hereinafter referred to as "FOLCHETTI").

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(Cont.)

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of an attorney as Town Counsel; and;

WHEREAS, FOLCHETTI is an experienced attorney properly licensed by the State of New York and is willing to be retained as Town Counsel for the TOWN;

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

FOLCHETTI is hereby retained as Town Counsel to provide general legal advice to the Town Board, the officers and department heads of the Town of Carmel, except as provided hereinafter. Legal services in regard to the formation of new improvement districts of every type and nature and legal services and expenses in regard to any and all litigation brought by or against the TOWN, its officers, employees, Boards and Board members are not included as part of the foregoing services and shall be compensated separately. The provision of legal services to Town Districts are also specifically excluded from this agreement.

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay FOLCHETTI a fixed annual fee of EIGHTY-FIVE THOUSAND and no/hundredths (\$85,000.00) dollars in twelve equal monthly installments of Seven Thousand Eighty-Three and no/hundredths (\$7,083.33) dollars payable in advance on the first of each month. For work not covered by this contract, including but not limited to, legal services in regard to the formation of districts of every type and nature and legal services in regard to the representation of the Zoning Board of Appeals of the Town of Carmel and any and all litigation brought by or against the Town and/or its Boards, including but not limited to the Zoning Board of Appeals, the TOWN agrees to pay FOLCHETTI

an hourly rate of One Hundred Twenty-Five and no/hundredths (\$125.00) dollars per hour for all attorney time not involving litigation and One Hundred Seventy-Five and no/hundredths (\$175.00) dollars per hour for all attorney time involving litigation; for the time of a paralegal associated with FOLCHETTI at the hourly rate of Seventy-Five and no/hundredths (\$75.00) dollars and for the time of a secretary associated with FOLCHETTI at the hourly rate of Forty and no/hundredths (\$40.00). TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

SECTION III - TELEPHONE

TOWN wishes to have direct telephone access to FOLCHETTI, exclusive of FOLCHETTI's regular business numbers. Therefore, the TOWN agrees to install a telephone line in FOLCHETTI's offices for the use of the TOWN and for FOLCHETTI's use in connection with TOWN business. The installation charges as well as the monthly charges shall be paid directly by the TOWN. FOLCHETTI agrees to provide telephone instruments at his sole cost and expense.

(Cont.)

SECTION IV - EXPENSES

It is understood and agreed that the expenses incurred by FOLCHETTI in connection with his representation of the TOWN including but not limited to, litigation expenses, court fees, stenographer fees, witness fees, filing fees in connection with any documents, express delivery of documents and postage will either be paid directly by the TOWN or if advanced by FOLCHETTI will be reimbursed by the TOWN.

SECTION V - INDEMNIFICATION

TOWN agrees to indemnify FOLCHETTI and hold FOLCHETTI harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of FOLCHETTI or his agents, servants or employees, in connection with FOLCHETTI's provision of services under this agreement except for intentional negligence. Nonetheless, FOLCHETTI agrees to maintain malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

SECTION VI- TERM

The terms of this agreement shall commence on January 1, 2011 and shall terminate on December 31, 2011.

SECTION VII- RENEWAL

This contract shall be subject to renewal by mutual agreement of the parties. TOWN agrees to notify FOLCHETTI whether it intends to renew this Contract no later than December 1, 2011.

SECTION VIII- FOLCHETTI NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that FOLCHETTI shall serve in the capacity of an independent contractor. FOLCHETTI agrees not to hold himself out as an officer or employee of the TOWN nor shall he make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to said officers or employees of the TOWN. Nothing contained herein shall be deemed to prohibit the TOWN from providing said benefits if it is legally permissible and if the TOWN elects to do so.

TOWN OF CARMEL

GREGORY L. FOLCHETTI ESQ.

By: _____

By: _____

KENNETH SCHMITT

GREGORY L. FOLCHETTI, ESQ.

SUPERVISOR

(Cont.)

Supervisor Schmitt acknowledged Mr. Folchetti and indicated that the amendment included a 4% reduction in his contractual amount. He also detailed terms included in the contract and noted that Mr. Folchetti will now be providing legal representation in regard to the Zoning Board of Appeals at the rate of \$125.00 per hour.

RESOLUTION FROM 1/6/10 AMENDED - AUTHORIZING SIGNING OF CONTRACT FOR SPECIAL LEGAL SERVICES - JOSEPH A. CHARBONNEAU

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign a one (1) year Contract with Joseph A. Charbonneau, Esq. located at 1441 Route 22, Suite 204A, Brewster, New York 10509, for legal special counsel services as attached hereto and made a part thereof.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

CONTRACT BETWEEN

LAW OFFICE OF JOSEPH A. CHARBONNEAU

AND

THE TOWN OF CARMEL

THIS CONTRACT made this 1st day of January, 2011, by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having an office and place of business at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the “TOWN”); and the Law Office of Joseph A. Charbonneau, having an office at 1441 Route 22, Suite 204A, Brewster, New York 10509 (hereinafter referred to as the “LAW FIRM”);

WHEREAS, the TOWN desires to secure the services of the LAW FIRM as (1) special counsel to the Town’s Planning Board, Environmental Conservation Board, Architectural Review Board and Ethics Board; (2) as Town Prosecutor before both Justice Courts; and (3) to represent the TOWN as counsel in all litigation brought against the various Board herein mentioned above which is not covered by the TOWN’s insurance carrier or otherwise handled by the Town Attorney, Gregory L. Folchetti, Esq.; and

WHEREAS, the LAW FIRM desires to provide legal services to the TOWN for the compensation and on the terms herein provided;

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

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FIRST: The TOWN has the necessary funds to pay the LAW FIRM under budget line.

SECOND: The LAW FIRM shall furnish legal representation to the TOWN as more fully outlined below.

THIRD: The term of this Contract shall commence on January 1, 2011 and shall continue to December 31, 2011.

FOURTH: The LAW FIRM shall be in an attorney/client relationship with the TOWN, and all communications between the LAW FIRM and the TOWN shall be confidential and privileged to the fullest extent permitted by law, unless such privilege is specifically waived in writing by the TOWN.

FIFTH: The LAW FIRM shall report to the Town Board or its designee and shall, within five (5) days of receipt or filing, send copies of all papers served and/or filed in any action or proceeding to the Supervisor's office and to the Town Clerk's office, and to the Planning Board or other appropriate Board, if such Boards are involved in the action or proceeding, and to any other persons in the TOWN involved in the action or proceeding.

SIXTH: The LAW FIRM understands that settlement of all actions, claims, disputes, etc. handled by the LAW FIRM pursuant to this Contract must be approved by the Town Board. Moreover, in no circumstance shall the LAW FIRM obligate, or attempt to obligate, the TOWN by way of settlement or otherwise without the express written consent of the Town Board or its designee.

SEVENTH: For the professional services rendered by the LAW FIRM to the TOWN under this Contract, the TOWN agrees to pay to the LAW FIRM an hourly rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) for all attorney time not involving litigation. The TOWN agrees to pay to the LAW FIRM an hourly rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) for all attorney time involving litigation, including attorney time expended in connection with the LAW FIRM's representation as Town Prosecutor and the LAW FIRM's representation of the TOWN in any litigation involving the aforementioned Boards. The TOWN agrees to pay the LAW FIRM an hourly rate of SEVENTY FIVE DOLLARS (\$75.00) for all paralegal time associated with the LAW FIRM's representation of the TOWN in any matter. The TOWN shall have the right to increase compensation due under this Contract by resolution of the Town Board duly passed without a written amendment to this Contract.

The TOWN authorizes the LAW FIRM to provide legal services to the TOWN in connection with various other Boards within the TOWN, including but not limited to, the Zoning Board of Appeals, in the event that such legal services are requested by either the TOWN or by the Town Attorney, Gregory L. Folchetti, Esq. The TOWN agrees to compensate the LAW FIRM in accordance with the terms hereinabove provided in this section.

(Cont.)

The LAW FIRM shall be reimbursed for all out-of-pocket disbursements, such as court filing fees, stenographic services, expert witness fees, process service fees, and any other extraordinary fees.

The LAW FIRM shall properly maintain a detailed log, including time and disbursement records, relative to and contemporaneous with the services rendered by the LAW FIRM pursuant to this section for which compensation is to be paid by the TOWN on an hourly basis pursuant to the terms of this Contract. Any and all requests for payment to be made shall be submitted by the LAW FIRM on a monthly basis on properly executed claim forms of the TOWN, and shall be paid by the TOWN only after approval by the Town Board.

EIGHTH: The work to be performed by the LAW FIRM pursuant to the terms of this Contract shall commence promptly upon assignment of a matter to the LAW FIRM and shall be conducted in the best interests of the TOWN as determined by the LAW FIRM in consultation with the Town Board or its designee.

NINTH: The LAW FIRM shall issue progress reports to the TOWN as the Town Board may direct and shall immediately inform the Town Board in writing of any cause for delay in the performance of its obligations under this Contract.

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TENTH: All records compiled by the LAW FIRM in completing the work described in this Contract, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all other similar recorded data, shall become and remain the property of the TOWN. The LAW FIRM shall deliver to the TOWN all such records upon demand by the Town Board. The LAW FIRM may retain copies of such records for its own use.

ELEVENTH: The LAW FIRM agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The LAW FIRM further agrees that, in the performance of this Contract, no person having any such interest shall be employed by it.

The LAW FIRM represents and warrants that it has not employed or retained any person, other than a bonafide full-time salaried employee working solely for the LAW FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bonafide full-time salaried employee working solely for the LAW FIRM) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, without limiting any other rights

(Cont.)

or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Contract without liability and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

TWELFTH: The LAW FIRM shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the LAW FIRM as an employer of labor or otherwise. The LAW FIRM shall further comply with all rules,

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regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

THIRTEENTH: No discrimination by the LAW FIRM shall be permitted during the performance of this Contract with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

FOURTEENTH: The TOWN agrees to indemnify the LAW FIRM and hold the LAW FIRM harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reason of the action or omission of the LAW FIRM or his agents, servants or employee, in connection with the LAW FIRM's provision of services under this agreement except for intentional negligence. Nonetheless, the LAW FIRM agrees to maintain malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) Dollars.

FIFTEENTH: All notices of any nature referred to in this Contract shall be in writing and hand delivered or sent by registered or certified mail postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:	Town Board of the Town of Carmel 60 McAlpin Avenue Mahopac, New York 10541
To the LAW FIRM:	Law Office of Joseph A. Charbonneau 1441 Route 22, Suite 204A Brewster, New York 10509

All notices shall be effective on the date of mailing.

SIXTEENTH: This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments 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.

Supervisor Schmitt summarized the terms of the Contract with Joseph A. Charbonneau. He noted that Mr. Charbonneau has been providing legal services as Special Counsel to the Planning Board, Environmental Conservation Board, Architectural Review Board and Ethics Board. He will provide legal services with regard to prosecutions because Mr. Folchetti cannot since he is a sitting justice in the Town of Southeast.

5 JANUARY 2011
TOWN BOARD MEETING

RESOLUTION FROM 1/6/10 AMENDED - AUTHORIZING AGREEMENT FOR FINANCIAL CONSULTING SERVICES - THOMAS M. CAREY

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Supervisor to sign said amended agreement with Thomas M. Carey of Mahopac, NY for the provision of financial consulting services for an annual sum not to exceed \$58,000.00 and for the period commencing January 1, 2011 and shall terminate on December 31, 2011 in accordance with the provisions of the agreement which is attached hereto and made a part thereof.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

AGREEMENT

THIS AGREEMENT, made this 1st day of January 2011 and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and Thomas Carey, whose address is P.O. Box 343, Mahopac, New York 10541 (hereinafter referred to as "CAREY").

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of a Financial Consultant; and;

WHEREAS, CAREY, is experienced in Municipal Finance and Accounting and is willing to be retained as Town Financial Consultant for the Town of Carmel;

NOW THEREFORE IT IS AGREED:

SECTION I- EMPLOYMENT

CAREY is hereby retained as Town Financial Consultant to provide Municipal Accounting/Auditing services and oversight and Financial Consulting to the Town Board, the officers and department heads of the Town of Carmel.

SECTION II- COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay CAREY an annual fee of FIFTY EIGHT THOUSAND Thousand and no/hundredths (\$58,000.00) dollars payable in Twelve Monthly Installments (in advance) as follows:

January 2011:\$6,500.00
February 2011:\$3,500.00
March 2011:\$5,500.00
April 2011:\$4,500.00
May 2011:\$5,000.00
June 2011:\$4,000.00
July 2011:\$4,000.00
August 2011:\$5,500.00
September 2011:\$5,000.00
October 2011:\$6,000.00
November 2011:\$3,500.00
December 2011:\$5,000.00

The Town shall have the right to increase compensation due under this contract by resolution of the town Board duly passed without a written amendment to this contract.

5 JANUARY 2011
TOWN BOARD MEETING

(Cont.)

SECTION III- EXPENSES

It is understood and agreed that the expenses incurred by CAREY in connection with his representation of the TOWN including but not limited to business and conference expenses, travel mileage, lodging, and meals will either be paid directly by the TOWN or if advanced by CAREY will be reimbursed by the TOWN.

SECTION IV- INDEMNIFICATION

TOWN agrees to indemnify CAREY and hold CAREY harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of CAREY or his agents, servants or employees, in connection with CAREY's provision of services under this agreement except for intentional negligence.

SECTION V- TERM

The terms of this agreement shall commence on January 1, 2011 and shall terminate on December 31, 2011.

SECTION VI- RENEWAL

This contract shall be subject to renewal by mutual agreement of the parties. TOWN agrees to notify CAREY whether it intends to renew this Contract no later than December 1, 2011.

SECTION VII- CAREY NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that CAREY shall serve in the capacity of an independent contractor. CAREY agrees not to hold himself out as an officer or employee of the TOWN nor shall he make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to said officers or employees of the TOWN. Nothing contained herein shall be deemed to prohibit the TOWN from providing said benefits if it is legally permissible and if the TOWN elects to do so.

SECTION VIII- NEW YORK STATE RETIREMENT

TOWN and CAREY both acknowledge that CAREY is currently a participant and/or recipient of New York State Retirement System benefits and has applied to the New York State Civil Service Commission for approval pursuant to §211 and/or § 212 of the New York State Retirement and Social Security Law with respect to the terms of this agreement. The failure to obtain such approval shall not affect CAREY's duties and obligations set forth in this agreement. In the event that the necessary approvals pursuant to NYSSRL §211 and/or §212 are not issued CAREY shall provide written documentation and proof to the TOWN evidencing his cessation and/or deferral of New York State Retirement System

benefits for the period of this agreement. Failure of CAREY to provide the aforesaid documentation upon demand from TOWN shall entitle TOWN to unilaterally void, annul and cancel this agreement.

TOWN OF CARMEL

THOMAS CAREY

By: _____
Kenneth Schmitt
Town Supervisor

By: _____
Thomas Carey
Financial Consultant

Supervisor Schmitt noted that the amendment was a result of Mr. Carey agreeing to a 4% reduction in his contractual amount.

RESOLUTION FROM 10/27/10 AMENDED - ACCEPTING PROPOSAL FOR PLANNING CONSULTING SERVICES - PATRICK CLEARY OF CLEARY CONSULTING

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Patrick Cleary of Cleary Consulting, Northport, NY, for the provision of planning consulting services, commencing immediately, for an annual sum not to exceed \$67,200.00, and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form and content satisfactory to counsel, Supervisor Kenneth Schmitt is authorized to execute a contract for said services and any other documentation necessary to accept the aforementioned proposal.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Supervisor Schmitt noted that the amendment was a result of Mr. Cleary agreeing to a 4% reduction in his contractual amount.

ATTENDANCE OF OFFICERS AND EMPLOYEES TO ATTEND THE ASSOCIATION OF TOWNS CONFERENCE - AUTHORIZED

WHEREAS the Annual Meeting and Training School of the Association of Towns is to be held in New York, NY from February 20th through the 23rd, 2011; and

WHEREAS in the past, the information and training available at said meeting and the seminars conducted there have proved to be helpful to Town Officers and employees in the performance of their duties and it is in the best interest of the Town of Carmel to have certain of its officers and employees attend such meeting and training schools;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the following officers and employees of the Town to attend the Association of Towns Conference in New York, NY and that the reasonable and necessary expenses of said persons be reimbursed by the Town upon audit and approval by the Town Comptroller to the extent reserved in the 2011 Conference and Seminars line of the Court Budget:

Joseph Spofford – Town Justice
Thomas Jacobellis – Town Justice
Patricia Genna – Court Clerk
Ann Petricig – Account Clerk
Marie Paprocki – Clerk to Justice
Lisa Laquidara – Clerk to Justice

BE IT FURTHER RESOLVED that the entire Town Board of the Town of Carmel is also authorized to attend the Association of Towns Conference in New York, NY and that their reasonable and necessary transportation expenses be reimbursed by the Town upon audit and approval by the Comptroller's Office.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilmen Ravallo and Lombardi

(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

TOWN OF CARMEL DELEGATE AT THE 2011 ASSOCIATION OF TOWNS ANNUAL BUSINESS SESSION - DESIGNATED

RESOLVED that Supervisor Kenneth Schmitt is hereby designated as the voting delegate and Councilwoman Suzanne McDonough is hereby designated as the alternate voting delegate of the Town of Carmel to the 2011 Annual Business Session of the Association of Towns of the State of New York to be held in New York City from February 20th through the 23rd, 2011 and are hereby authorized to cast the vote of the Town of Carmel pursuant to Section 6 of Article III of the Constitution and By-Laws of said Association.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

SALARIES SET FOR FISCAL YEAR 2011 FOR CERTAIN OFFICIALS OF THE TOWN AND FOR EMPLOYEES OF THE TOWN NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT

RESOLVED that the Town Board of the Town of Carmel hereby sets the salaries for fiscal year 2011 for the following officials and employees of the Town not covered under the terms of a Collective Bargaining Agreement: Receiver of Taxes, Director of Parks & Recreation, Town Assessor, Deputy Town Clerk, Deputy Highway Superintendent, Confidential Secretary to the Supervisor/Assistant to the Town Board, at the amounts set forth in the 2011 budget as adopted.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Supervisor Schmitt provided the above referenced salaries: Receiver of Taxes - \$74,320.00, Town Assessor - \$100,884.00, Director of Parks & Recreation - \$89,558.00, Deputy Town Clerk/Deputy Registrar - \$63,473.00/\$4,435.00, Deputy Highway Superintendent - \$86,320.00, Confidential Secretary to the Supervisor/Assistant to the Town Board - \$62,339.50/\$4,400.00.

RECREATION AND PARKS ADVISORY COMMITTEE - DAVID FURFARO REAPPOINTED

RESOLVED that the Town Board of the Town of Carmel hereby reappoints David Furfaro to the Recreation and Parks Advisory Committee for a term commencing immediately and ending December 31, 2013.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

RECREATION AND PARKS ADVISORY COMMITTEE - JOYCE PICCONE REAPPOINTED

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Joyce Piccone to the Recreation and Parks Advisory Committee for a term commencing immediately and ending December 31, 2013.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

WETLANDS INSPECTOR REAPPOINTED - DAVID KLOTZLE

RESOLVED that the Town Board of the Town of Carmel hereby reappoints David Klotzle as Wetlands Inspector for the year 2011 at the salary contained in the 2011 Budget as adopted.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Ravallo	<u>X</u>	<u> </u>	
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Kenneth Schmitt	<u>X</u>	<u> </u>	

Supervisor Schmitt stated the annual salary of the Wetlands Inspector to be \$15,000.00.

PUBLIC COMMENTS

Joyce Lambert congratulated Mary Ann Maxwell for her appointment as Town Comptroller. She acknowledged all employees and consultants who took a 4% pay reduction.

5 JANUARY 2011
TOWN BOARD MEETING

(Cont.)

Mrs. Lambert thanked the Town Board for agreeing to authorize only their transportation costs at the Association of Towns Conference in New York City.

Councilman Lombardi noted that although he attended the Conference last year, he did not submit any expenses to the Town for reimbursement. A brief discussion ensued.

Mrs. Lambert commented that she felt David Furfaro's involvement with the Mahopac Sports Association to be a conflict of interest with his membership on the Recreation and Parks Advisory Committee.

Councilman Ravallo cited the importance of the fact that the Recreation and Parks Committee functions solely in an advisory capacity and discussion ensued.

Mrs. Lambert addressed the appointment of the Planning Board chairman. She expressed severe concerns about decisions made by the Planning Board with regard to certain projects in the Town.

Ann Fanizzi suggested that the Town Board review the terms limits of each of the various boards.

Councilman Lombardi stated that he had addressed the issue last year and was advised by legal counsel that State law requires a one year term for each member of the board. A brief discussion regarding the matter was held.

Ms. Fanizzi urged the Town Board to hold their meeting on different days from the Planning Board.

Councilman Ravallo explained that the reason the meetings were held on the same day was fiscal, so that both boards could share an attorney. Discussion followed.

Ms. Fanizzi inquired about the fees paid to the Journal News.

Supervisor Schmitt explained that in those situations where the Town is required by law to publish in a daily newspaper, the Journal News is designated as the daily newspaper in which publication is made. There is no cost to the Town unless a notice is published. A short discussion occurred.

Ms. Fanizzi asked that the amounts of the Fire Protection Contracts for the year 2011 be repeated.

Councilman Ravallo replied that the contract amount for Carmel Fire Protection District No. 1 - Mahopac Falls Volunteer Department, Inc. is \$675,000.00 and Carmel Fire Protection District No. 2 - Mahopac Volunteer Fire Department, Inc. is \$1,572,405.00.

Ms. Fanizzi expressed her opinion regarding the need for the Town of Carmel to retain a full-time Town Planner.

Ms. Fanizzi asked if the individuals not covered under the terms of a Collective Bargaining Agreement agreed to a 4% decrease in their salaries.

Supervisor Schmitt replied no. He noted that they have not received salary increases in 2009, 2010 or 2011. Discussion ensued.

Ms. Fanizzi spoke again regarding term limits.

Supervisor Schmitt indicated that the matter could be considered. Discussion was held.

Scott Friedman stated that he is once again requesting that the Town Board allow public comment at meetings prior to voting.

5 JANUARY 2011
TOWN BOARD MEETING

(Cont.)

Mr. Friedman spoke regarding problems and issues with respect to the cost of Camarda Park, as well as not having the opportunity to comment on the reappointment of people involved with the project until after their reappointment is made.

Mr. Friedman commented with regard to the Mahopac Sports Association's alleged involvement with political campaigns. Discussion ensued.

Mr. Friedman suggested that the Town utilize available technology with regard to their Web site to promote transparent government, noting that the Town of Greenburg posts meeting minutes and videos of their meetings on their Web site.

Supervisor Schmitt addressed Mr. Friedman's issue with respect to the costs associated with the construction of Camarda Park. A discussion regarding the matter was held.

TOWN BOARD MEMBER COMMENTS

Councilman Ravallo addressed the Town of Carmel's fiscal future and spoke regarding the need for the Town of Carmel to generate revenue.

Supervisor Schmitt announced that the hours of operation for the recycling container available for the disposal of electronic equipment located at the Putnam County Highway salt shed located on Route 6N in Mahopac Falls are now 10:00 a.m. to 2:00 p.m. every Saturday.

Supervisor Schmitt announced that the Croton Watershed Clean Water Coalition in association with the Coalition to Preserve Open Space and the Concerned Residents of Carmel and Mahopac will present *Gas Drilling / Hydrofracking, the Myth and Reality of "Clean Natural Gas"* featuring Chris W. Burger, Broome County Legislator and Chairman of the Broome County Energy Advisory Board at the Mahopac Library on January 18, 2011 from 6:30 p.m. to 9:30 p.m.

Supervisor Schmitt urged residents to attend the Hope Forum III which will be held on February 3, 2011 from 7:00 p.m. to 9:00 p.m. at the Lakeview Elementary School. The discussion will focus on bullying and crime prevention.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Ravallo, seconded by Councilman Lombardi, with all Town Board members present in agreement, the meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Ann Garris, Town Clerk