

ORGANIZATIONAL MEETING
TOWN HALL, MAHOPAC, N.Y.

The 2012 Organizational Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 4th day of January 2012 at 7:13 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, 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. Supervisor Schmitt welcomed the two newly elected members of the Town Board, Jonathan Schneider and John Lupinacci.

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: Jonathan Schneider, Frank Lombardi, Kenneth Schmitt, John Lupinacci and Suzanne McDonough.

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
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:

Jonathan Schneider
John Lupinacci
Suzanne McDonough
Frank Lombardi
Kenneth Schmitt

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u>X</u>	<u> </u>	
John Lupinacci	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>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 4, 2012, at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM and with the exception in July when a regular meeting will be held on the first Tuesday, July 3, 2012 instead of the first Wednesday, July 4, 2012 and in November when a regular meeting will be held on the third Tuesday, November 20, 2012 instead of the third Wednesday, November 21, 2012, and

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TOWN BOARD MEETING

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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 25, 2012, with the exception of the month of January when the first work session will be held on Tuesday, January 10, 2012 instead of the first Wednesday, January 11, 2012 and with the exception of the work session meeting on April 25, 2012, which shall be held at 7:00 PM in the hamlet of Carmel at the Carmel Firehouse, Vink Drive, Carmel, NY, and the month of December when no meeting shall be held on the fourth Wednesday. All work sessions shall be held at the Town of Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM.

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

DESIGNATION OF DEPUTY SUPERVISOR ACKNOWLEDGED - FRANK LOMBARDI

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the designation by Supervisor Schmitt of Frank Lombardi as Deputy Supervisor.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilmen Lupinacci and Schneider

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

Supervisor Schmitt spoke in recognition of Councilman Lombardi. Councilman Lombardi expressed his appreciation to the Supervisor for his appointment. Deputy Supervisor Lombardi was administered his oath of office by the Town Clerk.

TOWN COMPTROLLER APPOINTED - MARY ANN MAXWELL

RESOLVED that the Town Board of the Town of Carmel hereby appoints Mary Ann Maxwell as Town Comptroller for a term ending December 31, 2013 at the salary contained in the 2012 Budget as adopted.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

POLICE COMMISSIONERS APPOINTED - TOWN BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints all members of the Town Board to serve as the Board of Police Commissioners.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilmen Lombardi and Schneider

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

**APPOINTMENT OF CONFIDENTIAL SECRETARY TO TOWN SUPERVISOR
ACKNOWLEDGED - ANNE PASQUERELLO**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Supervisor Kenneth Schmitt of Anne Pasquerello as Confidential Secretary to the Supervisor, effective as of January 1, 2012, at the salary contained in the 2012 Budget as adopted.

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

Supervisor Schmitt recognized Anne Pasquerello for her outstanding service.

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ASSISTANT TO TOWN BOARD APPOINTED - ANNE PASQUERELLO

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anne Pasquerello as Assistant to the Town Board, effective as of January 1, 2012, at the salary contained in the 2012 Budget.

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

DESIGNATION OF DEPUTY TOWN CLERKS ACKNOWLEDGED - PHYLLIS BOURGES

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Clerk Ann M. Garris of Phyllis Bourges as Deputy Town Clerk at the salary contained in the 2012 budget as adopted.

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

REGISTRAR OF VITAL STATISTICS APPOINTED - ANN GARRIS

RESOLVED that the Town Board of the Town of Carmel hereby appoints Ann Garris as Town of Carmel Registrar of Vital Statistics as of January 1, 2012, at the salary contained in the 2012 Budget as adopted.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

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TOWN BOARD MEETING

**APPOINTMENT OF DEPUTY REGISTRAR OF VITAL STATISTICS
ACKNOWLEDGED - PHYLLIS BOURGES**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Clerk Ann M. Garris of Phyllis Bourges as Deputy Registrar of Vital Statistics at the salary contained in the 2012 budget as adopted.

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

**DESIGNATION OF DEPUTY HIGHWAY SUPERINTENDENT ACKNOWLEDGED -
ROBERT ERICKSON**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Highway Superintendent Michael Simone of Robert Erickson as Deputy Highway Superintendent at the salary contained in the 2012 budget as adopted.

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
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 2012 at the salary contained in the 2012 Budget as adopted.

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

APPOINTMENT OF TOWN HISTORIAN ACKNOWLEDGED - BRIAN VANGOR

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the reappointment by Supervisor Kenneth Schmitt of Brian Vangor as the Town of Carmel Town Historian.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt expressed his appreciation to Brian Vangor for his services as Town Historian.

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 2012; 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: Councilman Lupinacci
Seconded by: Councilman Schneider

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

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 2012 in order to obtain the maximum rate of interest on said deposits.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u>X</u>	<u> </u>	
John Lupinacci	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>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 2012.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

PETTY CASH FUNDS AUTHORIZED FOR FISCAL YEAR 2012

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 2012:

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: Councilman Lupinacci
Seconded by: Councilman Schneider

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

MILEAGE RATE SET FOR FISCAL YEAR 2012

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2012 at the IRS rate for 2012.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

Councilman Schneider noted that the present mileage reimbursement rate for the IRS is 55.5 cents per mile.

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HIGHWAY DEPARTMENT - RATES SET FOR 2012 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 2012:

- 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 Schneider

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u>X</u>	<u> </u>	
John Lupinacci	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>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, Special Legal Counsel, other Governmental Agencies including County, State and School Districts, Liaison to Mahopac/Carmel Chamber of Commerce and Carmel/Kent Chamber of Commerce.

Councilwoman Suzanne McDonough – Liaison to Recreation, all Lake Park District Advisory Boards (Casse, Secor, Teakettle Spout & Mahopac), Cable TV Advisory Board, Other Governmental Agencies including County, State and School Districts, Liaison to the Hamlet of Carmel Civic Association.

John Lupinacci – Liaison to Police Department, Recreation, Finance, and all Lake Park District Advisory Boards (Casse, Secor, Teakettle Spout & Mahopac) Administrative Boards to include Planning, Zoning, ECB, ARB and Ethics Board.

Jonathan Schneider – Liaison to Highway Department, Finance, Administrative Boards to include Planning, Zoning, ECB, ARB and Ethics Board, Liaison to Hamlet of Carmel Civic Association, and other Government agencies including County, State and School Districts, Liaison to Mahopac/Carmel Chamber of Commerce and Carmel/Kent Chamber of Commerce.

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

Councilman Schneider pointed out that the resolution as offered did not include liaisons to the local chambers of commerce. Councilman Lombardi reoffered the resolution as amended.

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TOWN BOARD MEETING

**PUBLIC HEARING SCHEDULED FOR 1/25/11 - 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 2012, to be held on the 25th day of January, 2012 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	\$ 698,000.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$1,603,853.00
Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 475,000.00
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 210,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 12,700.00

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to publish a notice of the Public Hearing in the official newspapers 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 Schneider
Seconded by: Councilman Lupinacci

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

**CONTRACT FOR TOWN COUNSEL LEGAL SERVICES AND COUNSEL TO THE
TOWN OF CARMEL ZONING BOARD OF APPEALS AUTHORIZED - GREGORY L.
FOLCHETTI, ESQ.**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, Esq., 1875 Route Six, Carmel, New York 10512, for legal services as Town Counsel and Counsel to the Town of Carmel Zoning Board of Appeals; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made part hereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

AGREEMENT

THIS AGREEMENT, made this 1st day of January 2012, 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").

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) dollars.

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TOWN BOARD MEETING

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(\$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.

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, 2012 and shall terminate on December 31, 2015.

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, 2015.


(Cont.)

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

Supervisor Schmitt spoke in acknowledgment of Gregory L. Folchetti and summarized the terms of his Contract.

SIGNING OF CONTRACT FOR SPECIAL DISTRICT COUNSEL LEGAL SERVICES - AUTHORIZED - GREGORY L. FOLCHETTI, ESQ.

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, Esq., 1875 Route Six, Carmel, New York 10512, for legal services as Special District Counsel for the Town of Carmel Sewer, Water and Lighting Districts; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made part hereof.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u>X</u>	<u> </u>	
John Lupinacci	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
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").

**4 JANUARY 2012
TOWN BOARD MEETING**

(Cont.)

WHEREAS, the TOWN desires to secure the services of an attorney for the provision of legal services to the TOWN DISTRICTS of the TOWN;
and

WHEREAS, FOLCHETTI is an experienced attorney properly licensed by the State of New York and is willing to be retained to provide said services;

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

FOLCHETTI is hereby retained to provide general legal advice to the TOWN DISTRICTS. 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 DISTRICTS of the TOWN and their members are not included as part of the foregoing services and shall be compensated separately.

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay FOLCHETTI a fixed annual fee of Thirty-Five Thousand and no/hundredths (\$35,000.00) dollars in twelve equal monthly installments of Two Thousand Nine Hundred Sixteen and sixty-six/hundredths (\$2,916.66) dollars payable in advance on the first of each month. TOWN agrees to compensate FOLCHETTI for legal services in regard to the formation of new improvement districts of every type and nature and legal services in regard to any and all litigation brought by or against the TOWN DISTRICTS of the TOWN and their members at 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). FOLCHETTI shall submit itemized vouchers for said services. 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 IV - EXPENSES

It is understood and agreed that the expenses incurred by FOLCHETTI in connection with his representation of the TOWN DISTRICTS and of the TOWN and their members 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, 2012 and shall terminate on December 31, 2015.

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, 2015.


4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

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

By: 

KENNETH SCHMITT

SUPERVISOR

GREGORY L. FOLCHETTI ESQ.

By: 

GREGORY L. FOLCHETTI, ESQ.

Supervisor Schmitt summarized the terms of the Contract with Gregory L. Folchetti.

CONTRACT FOR SPECIAL LEGAL SERVICES AS SPECIAL COUNSEL TO THE TOWN OF CARMEL PLANNING BOARD, ENVIRONMENTAL CONSERVATION BOARD, ARCHITECTURAL REVIEW BOARD AND BOARD OF ETHICS - AUTHORIZED - JOSEPH A. CHARBONNEAU

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Joseph A. Charbonneau, 1441 Route 22, for legal services as Special Counsel to the Town of Carmel Planning Board, Environmental Conservation Board, Architectural Review Board and Board of Ethics; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made part hereof.

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

CONTRACT BETWEEN

LAW OFFICE OF JOSEPH A. CHARBONNEAU

AND

THE TOWN OF CARMEL

4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

THIS CONTRACT made this 1st day of January, 2012, 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 Boards 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:

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, 2012 and shall continue to December 31, 2015.

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.

4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

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.

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.

4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

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 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.

4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

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.

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SEVENTEENTH: This Contract shall not be enforceable until signed by all parties and approved by the Town Board.

EIGHTEENTH: This Contract shall be construed and enforced in accordance with the laws of the State of New York.

NINETEENTH: The TOWN and the LAW FIRM may execute this Contract in two (2) counterparts, which together shall be deemed an original.

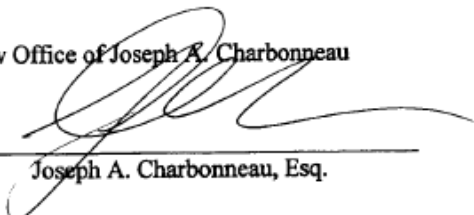
TWENTIETH: This Contract shall be subject to renewal by mutual agreement of the parties. The TOWN agrees to notify the LAW FIRM whether it intends to renew this Contract no later than December 1, 2015.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

TOWN OF CARMEL

By: 
Kenneth Schmitt, Supervisor

Law Office of Joseph A. Charbonneau

By: 
Joseph A. Charbonneau, Esq.

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4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

On the / 0 day of January in the year 2012 before me, the undersigned personally appeared KENNETH SCHMITT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
GREGORY L. FOLCHETTI
NOTARY PUBLIC STATE OF NY
NO 02F05054900
QUALIFIED IN PUTNAM CO.
MY COMMISSION EXPIRES 1/29/2014

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

On the 10 day of January in the year 2012 before me, the undersigned personally appeared JOSEPH A. CHARBONNEAU, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
GREGORY L. FOLCHETTI
NOTARY PUBLIC STATE OF NY
NO 02F05054900
QUALIFIED IN PUTNAM CO.
MY COMMISSION EXPIRES
JAN 29 2014

Supervisor Schmitt summarized the terms of the Contract with Joseph A. Charbonneau.

PROPOSAL ACCEPTED 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 Schneider

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

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, 2012; and

4 JANUARY 2012
TOWN BOARD MEETING

(Cont.)

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 2012 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 expenses be reimbursed by the Town upon audit and approval by the Comptroller’s Office.

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
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 McDonough is hereby designated as the alternate voting delegate of the Town of Carmel to the 2012 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, 2012 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 Schneider
Seconded by: Councilman Lupinacci

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

SALARIES SET FOR FISCAL YEAR 2012 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 2012 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 2012 budget as adopted.

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

Supervisor Schmitt pointed out the elected officials and managers have not received a pay raise in three years.

2012 TOWN OF CARMEL PROCUREMENT POLICY - REVIEWED AND RENEWED

WHEREAS Section 104-b of the General Municipal Law requires the governing body of every municipality to annually review their Official Procurement Policy, for the purchase of all goods and services which are not required by law to be publicly bid; and
WHEREAS the Town Board deems that no revisions are necessary at this time,
NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby renews the Procurement Policy which is attached hereto and made a part of hereof and designates the Town Comptroller's Office to distribute the policy to all department heads; and
BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby designates the responsible purchasing agents and titles as set forth within the aforesaid policy.

Resolution
Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

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

TOWN OF CARMEL

**PROCUREMENT POLICY AND PROCEDURES
(Revised January 2012)**

**4 JANUARY 2012
TOWN BOARD MEETING**

(Cont.)

The following sets forth the policies and procedures of the Town of Carmel to meet the requirements of General Municipal Law, (GML) Sections 103 and 104.

PURPOSE

Goods and services which are required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public monies, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, and to guard against favoritism, improvidence, extravagance, fraud and corruption. The Purchasing Policy confirms the commitment of The Town of Carmel to ensure that its purchases of goods and services are made legally, fairly, prudently, competently, and at the lowest possible cost offered by responsible vendors. This Purchasing Policy, General Municipal Law Sections 103 and 104, and the State Comptroller's Financial Management Guide subsection 8, provide guidance to those involved in the purchasing process. The Town of Carmel adopts the following Purchasing Policy statements in accordance with Section 104b of the General Municipal Law (GML).

I. ANALYZE THE PROPOSED PROCUREMENT/PURCHASE

Generally, the official(s) responsible for making the particular procurement will make the initial determination of whether competitive bidding is required as follows:

- Determine whether it is expected that over the course of the fiscal year, the Town will spend in excess of the competitive bidding thresholds for the same or similar items or services.
- Determine whether an item is available under State or County contract.
- For legal issues regarding the applicability of competitive bidding requirements, verify with the Town Legal Counsel, as appropriate
- In the case of an emergency, determine that the statutory criteria are met (see GML, §102[4])
- In the case of a lease, determine that a document is a true lease and not an installment purchase contract
- In the case of a sole source, determine that the item is required in the public interest, has no reasonable equivalent and is in fact available only from one source.
- In the case of a combination of professional services and a purchase, determine whether the professional service is the predominate part of the transaction and is inextricably integrated with the purchase.

ProcurementPolicy2012.doc

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CATEGORIES OF PROCUREMENTS/PURCHASING

This chart identifies the procurement/purchasing categories subject to the Competitive Bidding Requirements of Section 103 GML or the Town Procurement Policy required by Section 104-b GML and where further information can be found.

Procurement Category	Subject to Competitive Bidding (§103)	Procurement Policy (§104-b)	Reference Law
Purchase and Public Works Contracts:			
1. Purchase Contract – Above \$10,000	X		103 GML
2. Purchase Contract – Below \$10,000		X	104 GML
3. Contract for Public Work – Above \$35,000	X		103 GML
4. Contract for Public Work – Below \$35,000		X	104 GML
Procurement Exempt from GML §103 and §104-b			
5. Agencies for Blind or Severely Handicapped, etc.		X	175-b SFL
6. Correctional Institutions		X	184 CL
7. State Contract		X	104 GML
8. County Contract		X	103(3) GML
Procurement Exempt from GML §103 and 104b			
9. Emergencies (See section below)		X	103(4) GML
10. Sole Source (See section below)		X	103(4) GML
11. Professional Services		X	103(4) GML
12. True Leases		X	103(4) GML
13. Insurance		X	103(4) GML
14. Second-Hand Equipment from Another Government		X	103(6) GML

**4 JANUARY 2012
TOWN BOARD MEETING**

(Cont.)

Statutory Exceptions from These Policies and Procedures. Exceptions include procurements made pursuant to General Municipal Law, Section 103(3) (through county contracts) or Section 104 (through state contract), State Finance Law, Section 175-b (from agencies for the blind or other severely handicapped, special employment programs for the mentally ill or veteran's workshops), and Correction Law, Section 186 (articles manufactured in correctional institutions).

EMERGENCIES. There are three basic statutory criteria to be met within this exception. These are

- (1) the situation arises out of an accident or other unforeseen occurrence or condition;
- (2) the circumstance affects public building, public property or the life, health, safety or property of the political subdivision's residents; and
- (3) the situation requires immediate action which cannot await competitive bidding.

Sole Source. With this exception, the town employee should document the unique benefits of the item as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item is reasonable, when compared to other products or services in the marketplace.

In addition, the responsible town employee must document that, there is no possibility of competition for the procurement and there is a sole source provider.

ProcurementPolicy2012.doc

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II. METHODS OF COMPETITION TO BE USED FOR NON-BID PROCUREMENTS

The Town Board of the Town of Carmel requires that the method to be used for seeking competition depends on the amount and type of procurement listed in the following chart.

TYPE AND AMOUNT OF PROCUREMENT	VERBAL QUOTES			WRITTEN QUOTES		OFFICIAL RFPS	EXCEPT EXEMPT
	0	3	More Than 3	3	More Than 3		
Purchase Contracts Below \$10,000							
200 – 999		X					
1,000 – 2,999			X				
3,000 – 9,999				X			
Public Work Contracts Below \$35,000							
Under 1,000	X						
1,000 – 2,000		X					
3,000 – 9,999				X			
10,000 – 19,999						X	
* 20,000 – 34,999						X	
Emergencies							X
Insurance							X
Professional Services						X	X
True Leases							X
Second-Hand Equipment from other Govts.							X
Sole Source Providers							X

* NOTES: THE TOWN WILL CONTINUE TO MONITOR PUBLIC WORK CONTRACTS FOR COMPETITIVE PRICING IN THE INCREASED BID LIMIT \$20,000 – \$34,999; FOR EXEMPTIONS, OFFICIAL REQUESTS FOR PROPOSALS (RFP'S) ARE STILL ENCOURAGED.

General Municipal Law, Section 104-b, subdivision 2, paragraph (b) requires that alternative proposals for goods and services be secured by the responsible employee by use of written requests for proposals, written quotations, verbal quotations or any other methods which further the objectives of Section 104-b.

III. DOCUMENT ACTIONS TAKEN

Documentation of actions taken shall include board resolutions, memoranda, written quotes, telephone logs for verbal quotes, requests for proposals, contracts and other appropriate forms of documentation.

Distinguish between contracts for public works and purchase contracts. In general, purchase contracts involve the acquisition of commodities, materials, supplies or equipment, while contracts for public work involve services, labor or construction. Each procurement must be reviewed on a case-by-case basis and a determination made as to what kind of contract is involved.

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For other items not subject to competitive bidding, such as professional services, emergencies, purchases under State or County contracts or procurements from sole sources, documentation could include a memo to the files which details why the procurement is not subject to competitive bidding and include:

- a description of the facts giving rise to an emergency and a statement of how the situation meets the statutory criteria

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- a description of the particular professional services and a statement of what general criteria apply
- copies of state or county contracts
- opinions of the municipal attorney
- a description of sole source items and how such determinations were made.

Verbal Quotations. The responsible employee should record at a minimum: date, item or service desired, price quoted, name of vendor, name of vendor's representative.

Written or Fax Quotations. Vendors should provide at a minimum: date, description of item or details of service to be provided, price quoted, name of contact.

Requests for Proposals. Public notice and a minimum number of professionals are contacted directly asking for the submission of written proposals. A request for proposals and evaluation of proposals should consider price plus other factors like experience, staffing and suitability for needs and may include negotiations on a fair and equal basis. The award should be the most advantageous to the Town.

NOTE:* TOWN LEGAL COUNSEL SHOULD REVIEW RFPS AND CONTRACTS TO BE EXECUTED WITH THE FIRM SELECTED.

IV. PROCUREMENT FROM OTHER THAN LOWEST RESPONSIBLE DOLLAR OFFERED

Whenever any contract is awarded to other than the lowest responsible vendor or contractor there must be justification and documentation of the reason why the purchase is in the best interest of the Town and otherwise furthers the purposes of Section 104-b.

For example, if a vendor submitting the lowest proposal has a history of not making deliveries on time or of delivering goods of inferior quality, such facts might be justification for taking other than the lower offer, but such decision must be documented with facts.

V. GOVERNING BOARD EXCEPTIONS

The Town Board sets forth the following circumstance where types of procurements for which it would not be in the best interests of the Town to solicit alternative proposals or quotations:

- emergencies where time is a crucial factor
- procurements for which there is no possibility of competition (sole source items)
- very small procurements for which solicitations of competition would not be cost effective.

VI. INPUT FROM OFFICERS INVOLVED IN PROCUREMENT

Comments concerning the policies and procedures shall be solicited from officers of the Town of Carmel therein involved in the procurement process from time to time, to be used in amending the policy when circumstances warrant changes.

VII. UPDATING THE POLICIES AND PROCEDURES

The Town Board shall annually review these policies and procedures. The Comptroller's Office shall be responsible for conducting an annual review of the Procurement Policy and for evaluation of the internal control structure established to ensure compliance with the procurement policy.

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VIII. UNINTENTIONAL FAILURE TO COMPLY

The unintentional failure to fully comply with the provisions of General Municipal Law Section 104-b shall not be grounds to avoid action taken or give rise to a cause of action against the Town of Carmel or any officer or employee thereof.

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IX. RESPONSIBLE PURCHASING AGENTS – NAMES AND TITLES

Pursuant to Chapter 402 of the Laws of 2007, effective January 1, 2012, as required under Section 104 of the NYS General Municipal Law, the Town is including the names of the municipal officials responsible for purchasing decisions, as follows:

<u>Position Title</u>	<u>Position Incumbent</u>
Town Supervisor	Kenneth Schmitt
Town Board	Frank Lombardi
Town Board	Suzanne McDonough
Town Board	John Lupinacci
Town Board	Jonathan Schneider
Town Justice	Joseph Spofford
Town Justice	Thomas Jacobellis
Court Clerk	Patricia Genna
Comptroller	Mary Ann Maxwell
Town Assessor	Glenn Droese
Town Clerk	Ann Garris
Deputy Town Clerk	Phyllis Bourges
Receiver of Taxes	Kathleen Kraus
Town Engineer	Ron Gainer
Town Engineering Project Coordinator	Robert Vara
Principal Clerk	Eileen Brennan
Highway Superintendent	Michael Simone
Deputy Highway Superintendent	Robert Erickson
Chief of Police	Michael Johnson
Lieutenant	Michael Cazzari
Lieutenant	Brian Karst
Codes Enforcer	Michael Carnazza
Director of Parks and Recreation	James Gilchrist

X. REIMBURSEMENT FOR EXPENSES \$15.00 OR LESS

From time to time a department head or employee attends a town business function or makes a minor purchase for which they lost a receipt, did not receive a receipt or forgot to obtain a receipt. Documentation representing what was paid for, how much was paid for it, that it was for town business, and the signature of the claimant verifying such will be acceptable in lieu of a receipt. The town reserves the right to reject such claim if claims lacking receipts become more frequent, or if it becomes known that receipts are readily available. Receipts should be attached to claims for reimbursement whenever possible; regardless of the dollar amount.

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**2012 TOWN OF CARMEL SUBJECT MATTER LIST AND OFFICE RETENTION
SCHEDULE - ADOPTED**

RESOLVED that, upon the recommendation of Ann Garris, Town Clerk, the Town Board of the Town of Carmel hereby adopts the Town of Carmel 2012 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

Resolution

Offered by: Councilman Schneider
 Seconded by: Councilman Lupinacci

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

**2012 RATES FOR COLLECTION OF RESIDENTIAL REFUSE AND GARBAGE
ESTABLISHED PURSUANT TO TOWN OF CARMEL TOWN CODE CHAPTER 95**

RESOLVED that Town Board of the Town of Carmel, pursuant to §95-31 of the Town Code, hereby establishes the following maximum rates permitted to be charged for household garbage and refuse pickup within the Town of Carmel for year 2012:

- For once-per-week collection/pickup of up to 96 (ninety-six) gallons of household refuse/garbage in quantity or less, the maximum monthly rate charged shall not exceed twenty-nine dollars and no/hundredths dollars (\$29.00);
- For twice-per-week collection/pickup of up to an aggregate of 192 (one hundred ninety-two) gallons of household refuse/garbage in quantity or less, the maximum monthly rate shall not exceed thirty four dollars and fifty cents (\$34.50);

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt noted that the maximum rates permitted to be charged for household garbage and refuse pickup within the Town of Carmel in 2012 remains the same as 2011. He added that although Councilwoman McDonough was not present at the Organizational Meeting, she had participated in discussions regarding the agenda items at a caucus held on December 28, 2011.

PUBLIC COMMENTS

Scott Friedman referenced the resolution setting the rules of order for Town Board meetings and requested that the Town Board consider a formal mechanism for residents to suggest items for inclusion on a meeting agenda. Mr. Friedman then referenced the appointments of the chairmen of the Planning Board and Zoning Board of Appeals which were included on the draft agenda and removed. He inquired about the appointment process and if the public will have the opportunity to comment on these appointments before the Town Board votes on them.

Supervisor Schmitt stated that the Town Board will be interviewing candidates for the vacancies on the various administrative boards. When the interview process is completed the Town Board will decide who will be appointed chairmen. A brief discussion was held at the conclusion of which, Supervisor Schmitt indicated that a public discussion with regard to appointing the chairmen of the boards would be held at a future Work Session. The appointments of individuals to the membership of the boards will be discussed in Executive Session.

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Mr. Friedman referenced the resolution accepting a proposal for planning consulting services and asked if this was something that the procurement policy was applicable to.

Gregory Folchetti, Legal Counsel indicated that although competitive pricing can be sought, professional services are exempt from the procurement policy and the General Municipal Law (GML).

Mr. Friedman went on to comment on certain recent development projects within the Town of Carmel which he said have not been popular with residents. He expressed his concern with the amount of senior housing projects approved in the Town. Mr. Friedman questioned if the Town Board took this under consideration during the reviewing process for reappointing the planning consultant.

Supervisor Schmitt stated that while the Town Board discussed the reappointment of the planning consultant, they did not consider the issues mentioned. Supervisor Schmitt added that he felt that Pat Cleary performs an excellent job and works well with the boards that he consults with. Discussion ensued.

Donald Schipf referenced the resolution establishing the maximum rates permitted to be charged for household garbage and refuse pickup within the Town of Carmel for the year 2012 and inquired if the Town Board intends on pursuing town-wide garbage collection.

Councilman Lupinacci stated that he will look to bring forth the fact finding process with regard to town-wide garbage collection that was commenced and never concluded. A brief discussion was held.

Mr. Schipf inquired about the resolution authorizing the appointments of the Town Board to Police Commissioners.

Councilman Lombardi explained that the Town Board as a unit serves as the Board of Police Commissioners.

Mr. Schipf referenced the resolution setting the salaries for fiscal year 2012 for certain officials and employees of the Town not covered under the terms of a Collective Bargaining Agreement and commented that the salaries should be made public.

Councilman Lombardi stated that the salaries were discussed during the budget process and are listed in the adopted Budget which is posted on the Town of Carmel's website.

Councilman Schneider suggested that in the future, the salaries be included in the text of the resolutions.

Mr. Schipf referenced the resolution establishing the mileage rate for 2012 and asked how many employees within the Town request reimbursement.

Supervisor Schmitt replied that not many request reimbursement because department managers utilize Town vehicles.

TOWN BOARD MEMBER COMMENTS

Councilman Schneider expressed his agreement with Councilman Lupinacci in that he would like to see the fact finding research commenced with regard to town-wide garbage collection.

Councilman Lupinacci announced that the Town of Carmel is offering a Christmas tree drop-off at the main parking lot of Sycamore Park throughout the month of January. All trees must be free of lights, tinsel and ornaments.

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Councilman Schneider announced that the Town Board is looking for interested and qualified persons to fill vacancies on the Architectural Review Board (5), the Planning Board (1) and the Zoning Board of Appeals (3). Letters of interest and resumes should be sent to the office of Supervisor Kenneth Schmitt by January 13, 2012. Further information may be obtained on the Town of Carmel's website at www.carmel.ny.us.

Councilman Lombardi announced that the Town Board is looking for an interested and qualified person to fill a vacancy on the Recreation and Parks Advisory Committee. Letters of interest and resumes should be sent to the office of James Gilchrist, Director of Recreation and Parks by January 13, 2012. Further information may be obtained on the Town of Carmel's website at www.carmel.ny.us.

Supervisor Schmitt expressed appreciation to Brian Vangor, Town Historian for his efforts in recently obtaining a grant from his employer Entergy Corporation to repair two damaged historical markers located in the Town of Carmel.

Councilman Lupinacci announced that there will be a tailgate party on January 8, 2012 from noon to 3:00 p.m. at the Mahopac Firehouse to register for Freezin' for a Reason, a fundraiser jump in Lake Mahopac to raise monies for cystic fibrosis research to find a cure. Discussion regarding the community event ensued.

Councilman Lombardi praised the Special Conditions Unit of the Carmel Police Department for their drug arrests and seizures of significant amounts of illegal substances. He requested that the Chief of Police be contacted to provide an update to the Town Board on their 2011 crime statistics at a future meeting.

Supervisor Schmitt stated that he would contact the Chief of Police and have him make a presentation at a future Work Session.

Supervisor Schmitt announced that the Town of Carmel has scheduled their next Work Session for next Tuesday (January 10, 2012) rather than Wednesday to allow for the new members of the Town Board to attend a training conference. The meeting will be held at 7:00 p.m. in the Conference Room at Town Hall.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all Town Board members present in agreement, the meeting was adjourned at 8:21 p.m.

Respectfully submitted,

Ann Garris, Town Clerk