

13 APRIL 2011

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

A Special Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 13<sup>th</sup> day of April 2011 at 9:42 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, Councilwoman McDonough and Supervisor Schmitt.

**CARMEL WATER DISTRICT #9 - PUBLIC HEARING SCHEDULED FOR 5/4/11 - APPROPRIATION/USE OF THE REPAIR RESERVE FUND**

WHEREAS, the Town Engineer Ron Gainer, P.E. has advised the Town Board and the Town Comptroller's Office a memorandum detailing the need for water distribution line repair and/or replacement in various locations within Carmel Water District #9; and

WHEREAS, the Town Board, acting as the Commissioners of Carmel Water District #9, desires to hold a public hearing with respect to the appropriation and use of the repair reserve fund for Carmel Water District #9 for the aforementioned repairs;

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held by this Town Board, acting as Commissioners of Carmel Water District #9, to consider the appropriation and use of funds from the repair reserve fund for Carmel Water District #9 in an amount to be determined by the Town Board, upon consultation with the Town Engineer and Town Comptroller, for water distribution line repair and/or replacement within Carmel Water District #9 on May 4, 2011 at 7:00 p.m. or as soon thereafter as possible, at Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

Resolution

Offered by: Councilman Ravallo  
Seconded by: Councilwoman McDonough

<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>X</u>	<u>      </u>
Kenneth Schmitt	<u>X</u>	<u>      </u>

**EAST OF HUDSON (EOH) COALITION INTER-MUNICIPAL AGREEMENT - AUTHORIZED**

WHEREAS, the Town of Carmel is located wholly or partially within that portion of the New York City Reservoir Watershed that lies east of the Hudson River (the "EOH Watershed"); and

WHEREAS, the Town of Carmel is a regulated MS4 community pursuant to NYS DEC SPDES General Permit GP-0-10-002 and is obligated to develop a Stormwater Management Program which addresses the program elements contained in said permit including, but limited to a stormwater retrofit program, and

WHEREAS, there has been proposed the East of Hudson Coalition, as more fully described in the Intermunicipal Agreement attached hereto, whose purpose would be to explore a coordinated approach to implementing a stormwater retrofit program for the EOH Watershed; and

WHEREAS, the Town Board of the Town of Carmel finds that a coordinated approach may provide several benefits to implementing a stormwater retrofit program including the sharing of information, reduced administrative costs, and greater efficiency in meeting the phosphorus reduction goals; and

WHEREAS, the Town Board of the Town of Carmel finds that a single regional stormwater entity would create a single organization for the advocacy of additional funding necessary to meet the needs of implementing a stormwater retrofit program; and

(Cont.)

WHEREAS, participation in a single regional stormwater entity (RSE) would allow for the sharing between the municipalities of certain administrative costs including, but not limited to such legal resources which are necessary to acquire adequate funding for the programs mandated by the State and federal governments, and

WHEREAS, participation in a single regional stormwater entity (RSE) would allow for a unified (bubble) compliance approach in meeting the annual, and five year phosphorus reduction targets established by the NYS Department of Environmental Conservation, and

WHEREAS, the Town Board of The Town of Carmel finds that a coordinated approach for implementing the stormwater management program may be in the best interests of the Town of Carmel, and

WHEREAS, the East of Hudson Coalition is intended to foster discussions concerning the most appropriate mechanism to provide long-term implementation of the stormwater retrofit program

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Carmel wishes to participate in exploring a coordinated approach to implementing a stormwater retrofit program for the EOH Watershed, and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel desires to address the aforementioned issues with a single intermunicipal organization do hereby authorize entry into the Agreement to create an intermunicipal organization entitled the East of Hudson Coalition, whose purpose is to effectuate the goals described in the intermunicipal agreement attached hereto, and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Supervisor to execute the intermunicipal agreement in the form attached hereto, and further appoints the Supervisor Kenneth Schmitt, as the authorized representative to the East of Hudson Coalition.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

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

INTERMUNICIPAL AGREEMENT  
for the  
EAST OF HUDSON (EOH) COALITION

This Municipal Cooperation Agreement ("Agreement") is entered into the \_\_\_ day of January, 2011, by and among the following towns and villages located in the New York City Watershed east of the Hudson River: Bedford, Brewster, Carmel, Cortlandt, Kent, Lewisboro, Mt. Kisco, New Castle, North Castle, North Salem, Patterson, Pound Ridge, Putnam Valley, Somers, Southeast and Yorktown, and by the County of Putnam ("Members").

Recitals

**WHEREAS**, the Members are municipalities located wholly or partially within that portion of the New York City Reservoir Watershed that lies east of the Hudson River (the "EOH Watershed"); and

**WHEREAS**, the Members are affected by the Watershed Improvement Strategy Requirements of the NYS Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (the Heightened Requirements), by the New York City Watershed Total Maximum Daily Loads (TMDLs) established for the New York City Reservoir system, by the New York City land acquisition program and other regulations and programs which may be proposed in the Watershed; and

(Cont.)

**WHEREAS**, the Heightened Requirements are intended to reduce phosphorus entering the New York City reservoirs from non-point sources to levels compliant with the TMDLs established for each reservoir, and said program place an unbearable financial cost on the municipalities located in the East of Hudson New York City Reservoir Watershed, and

**WHEREAS**, the Members find it necessary to entreat the City, the State and the federal governments for assistance in providing funds to meet the programmatic requirements, and

**WHEREAS** the Members wish to foster cooperation, seek additional funding, and provide for the provision of joint services related to compliance for one or more of the requirements of the MS4 program established under state and federal law specifically and for matters related to the management of storm water; and

**WHEREAS**, the Members find that it is their best interest to share in any costs including, but not limited to such legal resources which are necessary to acquire adequate funding for the programs mandated by the State and federal governments, and

**WHEREAS**, the Members wish to protect the economic vitality and social character of the Watershed communities; and

**WHEREAS**, each Member municipality has the independent power to provide, perform or exercise separately all of the functions or powers set forth in this Agreement; and

Page 1 of 11

**WHEREAS**, the Members, desiring to address the aforementioned issues with a single intermunicipal organization do hereby enter into this Agreement to maintain an organization to effectuate these goals.

**NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

#### **ARTICLE 1**

##### **Establishment, Membership and Authority**

- 1.1 The Members hereby agree to join a cooperative organization to be known as the EOH Coalition, with its principal office at Somers Town Hall, 3335 Route 202, Somers, New York 10589.
- 1.2 The EOH Coalition is organized pursuant to New York General Municipal Law Article 5-G.
- 1.3 Prior to May 1, 2011 the EOH Coalition shall be open to membership by any County, Town, or Village located partially or completely within the New York City Watershed that lies east of the Hudson River upon meeting the following requirements.
  - 1.3.1 Each municipality wishing to participate in the EOH Coalition shall adopt a resolution, approved by a majority of its legislative body and approved by its chief executive officer when necessary, acknowledging its intent to participate in the EOH Coalition. The resolution shall acknowledge the rights and obligations of membership in the EOH Coalition as set forth in this Intermunicipal Agreement, as may be amended, and shall authorize the chief executive officer to execute a copy of the Intermunicipal Agreement. A copy of the resolution shall be provided to each Member by the municipality.
  - 1.3.2 The resolution shall also identify the municipality's official representative to the EOH Coalition.
  - 1.3.3 A copy of this Intermunicipal Agreement, duly executed by the chief executive officer of the municipality, shall be provided to the EOH Coalition, whereupon said municipality shall thereafter be considered a Member.
- 1.4 After May 1, 2011 any County, Town, or Village located partially or completely within the New York City Watershed that lies east of the Hudson River which wishes to participate as a member of the EOH Coalition shall meet the following requirements:
  - 1.4.1 A qualified municipality wishing to join the EOH Coalition shall first submit a preliminary application for membership to the EOH Coalition.
  - 1.4.2 The Executive Committee shall review the preliminary application for membership

Page 2 of 11



(Cont.)

and make such recommendations to the EOH Coalition on any conditions or financial contributions that it may deem appropriate. Said recommendation shall be prepared and submitted to the EOH Coalition prior to its next scheduled meeting.

- 1.4.3 The Coalition shall consider the application of the municipality, and shall approve with or without conditions, or deny said application for membership by majority vote. In approving an application for membership, the EOH Coalition may establish such conditions, or financial contributions as it deems appropriate for said municipality to become a member.
- 1.4.4 Upon approval of their preliminary application for membership in the EOH Coalition, each municipality shall adopt a resolution, approved by a majority of its legislative body and by its chief executive officer when necessary, acknowledging its intent to participate in the EOH Coalition. The resolution shall acknowledge the rights and obligations of membership in the EOH Coalition as set forth in this Intermunicipal Agreement, as may be amended, and any conditions as may be set forth in the preliminary application for membership approved by the EOH Coalition. A copy of the resolution shall be provided to the EOH Coalition by the municipality.
- 1.4.5 The resolution shall also identify the municipality's official representative to the EOH Coalition.
- 1.4.6 Three copies of this Intermunicipal Agreement with original signatures, duly executed by the chief executive officer of the municipality, shall be provided to the Chairman of the EOH Coalition.
- 1.4.7 The Chairman of the EOH Coalition shall endorse the Intermunicipal Agreement and shall return one copy of the Agreement to the chief elected official of the municipality.
- 1.5 Eligible EOH Coalition Representatives must be publicly elected officials who reside in, and also represent their respective County, Town or Village, and shall serve as the EOH Coalition Representative for that Member until such time as the Member adopts a resolution designating a new individual as their EOH Representative, or the Representative ceases serving as a publicly elected official.
- 1.6. Rights of Members.
  - 1.6.1 All Members will have the following rights under the Agreement.
    - a. Access to all member services on the same basis.
    - b. Attendance and participation in all meetings of the Coalition and of its Working Groups, committees and subcommittees.
    - c. Access to all financial information concerning the operation of the Coalition.
    - d. Cast a single vote on all issues before the EOH Coalition.

Page 3 of 11

## ARTICLE 2

### East of Hudson (EOH) Coalition

- 2.1 Each municipality who shall have agreed to participate in the EOH Coalition shall be entitled to appoint one representative to the EOH Coalition. Each municipality, through its representative shall be entitled to one vote. Each Representative may designate, in writing to the EOH Coalition, an Alternate who in the absence of the Representative shall act in his stead, and who shall enjoy the same rights and privileges as the Representative.
- 2.2 A quorum necessary to conduct business shall consist of not less than two-thirds of all the members of the EOH Coalition. Unless otherwise specified herein, a 2/3 majority affirmative vote of a quorum of the EOH Coalition is required to approve any resolution or transact any business of the EOH Coalition.<sup>1</sup>
- 2.3 The EOH Coalition shall chose from among the Representatives a Chairman and a Vice-Chairman who shall each serve for a period of one year.
  - 2.3.1 The Chairman, or Vice Chairman in the absence of the Chairman, shall preside at all meeting of the EOH Coalition, and of the Executive Committee.

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- 2.4 The EOH Coalition shall have the authority to do the following, acting by majority vote:
- 2.4.1 Adopt such by-laws or rules necessary for its operation including, but not limited to, the election of officers and the establishment of appropriate sub-committees.
  - 2.4.2. Employ appropriate personnel it deems necessary to achieve the goals of the EOH Coalition.
  - 2.4.3 Retain professional assistance, including but not limited to attorneys, engineers and planners, to the extent it deems necessary to achieve the goals of the EOH Coalition.
  - 2.4.4. Designate a lead municipality to act as the fiscal officer (the "Lead Municipality").
  - 2.4.5. Accept contributions, gifts, grants, or bequests from government agencies, individuals and organizations, interested in furthering the EOH Coalition's goals (the "Contributor"). The EOH Coalition may receive suggestions and comments from the Contributors; however, Contributors may not vote for representatives on the EOH Coalition or otherwise direct the actions of the EOH Coalition.

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<sup>1</sup> Editor's Note: Between Putnam County and Westchester County there are 17 members that could comprise the EOH Coalition. A 2/3 majority vote of a quorum would require 8 members of the Coalition to approval a resolution.

Page 4 of 11

- 2.4.6. Maintain records, and prepare databases of its activities, and those of its Members which are consistent with the purposes of the organization.
  - 2.4.7 Negotiate on behalf of its Members for additional funding for one or more of the programs required by the NYS DEC SPDES General Permit for Stormwater Discharges from MS4's
  - 2.4.8 Pursue such legal action as is necessary to protect the rights and interests of its Members. No legal action taken by the EOH Coalition shall be legally binding upon, or limit in any way the legal rights of the individual Members.
  - 2.4.9 Develop strategies for cost sharing and shared compliance for one or more of the programs identified in the SPDES General Permit for Stormwater Discharges from MS4's.
- 2.5 Meetings
- 2.5.1 The EOH Coalition shall meet quarterly on the 1<sup>st</sup> Tuesday of March, June, September, and December, or more frequently as may be needed.
  - 2.5.2 Special meeting may be called upon written notification received 5 days prior to the date of the meeting, to all the Members by any three of the Members who jointly find it in the interest of the Coalition to meet.
  - 2.5.3 All meetings of the EOH Coalition and the Executive Committee shall be governed by the New York State Open Meetings Law.
- 2.6 Disputes or disagreements between Members shall be resolved by a majority vote of the EOH Coalition.
- 2.7 A Member may withdraw from the EOH Coalition upon 30 days written notice to the EOH Coalition of its intent to withdraw. The Member shall be responsible for its apportioned share of all expenses incurred by the EOH Coalition as of the date of withdrawal. The remaining Members shall remain responsible for the withdrawn Member's share of fees and costs incurred after the effective date of the withdrawal. The EOH Coalition, by a three-quarter vote, may terminate a Member's membership in the EOH Coalition, for good cause shown, upon the same terms as noted above. The member withdrawing or removed from the EOH Coalition will not be entitled to rebate of any fees contributed that remain as of the effective date of the termination.

(Cont.)

- 2.7.1 "Good cause" for removal of a member from the EOH Coalition shall include a Member's failure to pay its assessment for more than 6 months, failure to comply with the requirements of this agreement, or failure to provide information as may be necessary for the EOH to maintain compliance with any requirement of the SPDES General Permit for MS4's.

Page 5 of 11

- 2.7.2 The credit for any reduction of phosphorus from the installation of one or more stormwater retrofit projects paid for with EOH Coalition funds, including any grants or third-party contributions provided to the EOH Coalition, shall remain with the members of the Members for the benefit of the EOH Coalition, and shall not inure to the benefit of any municipality that withdraws from the EOH Coalition, or whose membership has been terminated, as set forth above.

2.8 Additional Functions of the EOH Coalition.

- 2.8.1 The Members may work together to compile an independent data base on the activities being implemented in accordance with the programs encompassed by the SPDES General Permit for Stormwater Discharges from MS4s. The EOH Coalition will serve as a clearinghouse for information on the Watershed programs and assist its Members with guidance on the programs' implementation.
- 2.8.2 The EOH Coalition may assist its Members in administrative compliance with the programs implementing the MS4 General Permit. At a Member's request and upon authorization by the EOH Coalition, the Executive Committee may intervene on behalf of the Member before any administrative agency, or any litigation pertaining to matters pursuant to the MS4 General Permit or other watershed related issues.
- 2.8.3 The EOH Coalition may engage in any other activities that it deems necessary to further the EOH Coalition's goals within its authority under this Agreement and the General Municipal Law.
- 2.8.4 The EOH Coalition may serve as a clearinghouse for information concerning the MS4 program and stormwater management, more generally.
- 2.8.5 The EOH Coalition may apply for and administer grants on behalf of its members for administration and implementation of the programs related to the MS4 Program or stormwater management.
- 2.8.6 The EOH Coalition may facilitate the coordination of municipal stormwater programs across municipal boundaries.

**ARTICLE 3**

Executive Committee

- 3.1 There shall be an Executive Committee consisting of three representatives from Putnam County; three representatives from Westchester County.
  - 3.1.1 Three representatives shall be elected by a majority vote of the Members from Putnam County and shall serve for a term of two years.

Page 6 of 11

- 3.1.2 Three representatives shall be elected by a majority vote of the Members from Westchester County and shall serve for a term of two years.
- 3.1.3 Eligible Executive Committee members must be publicly elected officials of a Member located within the County they represent.



(Cont.)

3.1.4 The EOH Coalition may appoint up to four additional individuals knowledgeable concerning the issues of stormwater, MS4 regulations and watershed planning. Such individuals shall be considered Ex-officio members of the Executive Committee who shall be non-voting members.

3.2 Responsibilities and duties of the Executive Committee

3.2.1 Develop legal and negotiating strategies for the EOH Coalition.

3.2.2 Coordinate the activities of the Members in compiling the information required to effectively participate in the implementation of the MOA and its components, and other issues affecting the Watershed.

3.2.3 Act as the auditing board for expenditures of the EOH Coalition. The Executive Committee shall authorize the Lead Municipality to make payments on audit of all expenditures of the EOH Coalition.

3.2.4 Coordinate activities of the EOH Coalition requiring the vote of the Members. The Executive Committee may not enter into any binding agreements, without a majority vote of the Members as provided in section 2.2.

3.2.5 Represent the EOH Coalition at public meetings and hearings. All policy positions of the EOH Coalition require the affirmative vote of the Members as provided in section 2.2.

3.2.6 Carry out such directives as may be adopted by the EOH Coalition.

3.3 The Executive Committee may not incur any expense, debt or obligation in excess of its funds then currently available or in excess of funds receivable from EOH Coalition Members

**ARTICLE 4**

Funds, Allocations and Expenditures

4.1 The EOH Coalition shall designate a Lead Municipality who shall have custody of all funds of the Coalition.

4.2 All expenses of the EOH Coalition in excess of any grants, gifts or third-party contributions, shall be allocated among the Members in a method determined by the EOH Coalition by two-

Page 7 of 11

thirds majority vote, and shall be payable within 45 days of notice to the Lead Municipality.

4.2.1 Any expenses of the EOH Coalition incurred prior to the first meeting of the EOH Coalition shall be allocated between the Members as follows; 44.8267% of expenses shall be the responsibility of and paid for by the Members from Putnam County and 55.1733% shall be the responsibility of and paid for by the Members of Westchester County. Exhibit 1 provides a list of those municipalities that could participate in the EOH Coalition and the initial percent of the allocation of expenses. Where one or more of the municipalities listed in Exhibit 1 do not chose to participate in the EOH Coalition, the remaining Members in that County shall assume the percentage otherwise allocated to the non-participating municipality.

4.3 The EOH Coalition will manage the membership contributions, grants received on behalf of the Coalition and other funds of the EOH Coalition as follows:

4.3.1 Funds of the Coalition collected pursuant to this Agreement shall be deposited in a separate interest bearing account in the name of the designated Lead Municipality, and may only be used for Coalition expense. Fund shall not be co-mingled with other funds of the Lead Municipality. The authority to invest EOH Coalition funds shall be with the designated Lead Municipality who shall invest in instruments and obligations in which all Members are authorized to invest. All investments shall be collateralized. The Lead Municipality shall administer the funds on behalf of the EOH Coalition and shall make a monthly accounting to the Executive Committee, which will in turn make a quarterly accounting to the Members, of payments to, expenditures from and sums remaining the fund.

(Cont.)

- 4.3.2 The Lead Municipality shall have the authority to dispense funds from the Coalition Account for all personnel expenses, all non-personnel expenses of \$5,000 or less upon the review and audit of proper documentation for such expenses and all non-personnel expenses in excess of \$5,000 upon the authorization of the EOH Coalition. No funds will be dispensed unless they are within the overall budget expenditure adopted by the EOH Coalition and unless the obligation was incurred in accordance with applicable procurement policies, if any.
- 4.3.3 The Lead Municipality shall be responsible for making required annual financial reports in accordance with New York General Municipal Law Article 3.
- 4.3.4 The Lead Municipality, or the Executive Committee shall not be liable to any of the Members because of any payment made from the fund in accordance with the terms of this paragraph or for the commission or omission of any act, either performed or not performed in connection with the administration of the fund, other than for loss or liability for gross or willful negligence.
- 4.4 If a Member fails to pay its assessment in full within six months after such assessment is due, the Coalition may suspend the rights of such member until payment is made in full,

Page 8 of 11

including any surcharge, or take action to remove the Member pursuant to section 2.7.

- 4.5 Any monies remaining upon conclusion of the EOH Coalition's activities or termination of this Agreement, which ever comes first, will be returned to the participating Members in proportion of their contributions.
- 4.6 The Coalition will not incur any obligations which cumulatively exceed the budget allocation for any given fiscal year. The EOH Coalition, Lead Municipality or Executive Committee shall not spend or authorize the expenditure of any funds exceeding the funds presently held by the EOH Coalition without first increasing the assessments of the EOH Coalition members or securing additional funding from grants or outside contributions.
- 4.7 Allocation of Grants. Any grants, gifts or contributions from non-member sources shall be allocated according method of allocation of expenses set forth in Section 4.2.1.
- 4.8 The Lead Municipality shall be bonded against loss for all funds held on behalf of the EOH Coalition.

#### ARTICLE 5

##### Miscellaneous Provisions.

- 5.1 This Agreement may be amended upon the written consent of a two-thirds majority of all Members, such consent to be given by their respective governing bodies in the same manner as the initial approval of this Agreement.
- 5.2 This Agreement may be terminated upon the written consent of a majority of the Charter Members, such consent to be given by their respective governing bodies.
- 5.3 The law of the State of New York shall govern the validity, interpretation, construction and performance of this Agreement.
- 5.4 Each Member shall indemnify and hold harmless the other Members, their officers, agents and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.
- 5.5 This Agreement may be signed in counterparts by each participating municipality, all of which execution pages when taken together shall constitute the entire Agreement among the Members.

Municipality: Town of Carmel Date: April 14, 2011  
By:   
Name: Kenneth Schmitt



(Cont.)

Position: SupervisorAuthorized by Resolution Dated: April 13, 2011

Page 10 of 11

EXHIBIT I  
EAST OF HUDSON MUNICIPALITIES  
ALLOCATION OF EXPENSES<sup>1</sup>  
February 6, 2011

Putnam County's Percentage <sup>2</sup>	44.8267%
Westchester County's Percentage <sup>2</sup>	55.1733%

Municipality	Area of Municipality in Croton watershed (Ac)	Required Annual Phosphorus Reduction (kg/yr) NYS DEC	Percent Municipal Contribution
Carmel	24,264.10	72.0	9.8528%
Kent	22,994.31	33.6	9.3373%
Patterson	20,902.25	17.2	8.4856%
Putnam Valley	2,161.40	1.0	0.8747%
Southeast	21,479.06	31.1	8.7191%
Brewster (Village)	285.92	9.2	0.1161%
Putnam County	n/a	30.9	7.4411%
Bedford	21,647.00	32.2	8.3675%
Cortlandt	3,765.00	11.6	2.2290%
Lewisboro	14,181.00	35.5	7.3393%
Mount Kisco	1,974.00	18.7	2.7959%
New Castle	9,442.00	25.1	5.0754%
North Castle	219.00	1.0	0.1716%
North Salem	14,685.00	19.1	5.3225%
Pound Ridge	6,047.00	9.5	2.4026%
Somers	20,499.00	50.0	10.4394%
Yorktown	20,883.00	54.0	11.0300%
Total	205,429.04	451.7	100%

<sup>1</sup> Prepared by the Patterson Planning Department<sup>2</sup> Based on Municipal Area in Watershed

13 APRIL 2011  
TOWN BOARD SPECIAL MEETING

**CARMEL WATER DISTRICT #9 - REQUEST FOR PROPOSALS AUTHORIZED -  
WATER DISTRIBUTION LINE REPAIR AND/OR REPLACEMENT**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #9, hereby authorizes Ron Gainer, P.E., Town Engineer, to request proposals for water distribution line repair and/or replacement within Carmel Water District #9.

Resolution

Offered by: Councilwoman McDonough  
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>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

**ENTRY INTO AGREEMENT WITH THE PORT OF AUTHORITY OF NEW YORK AND  
NEW JERSEY TO ASCERTAIN CERTAIN ARTIFACTS OF THE WORLD TRADE  
CENTER - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel authorizes Kenneth Schmitt Supervisor of the Town of Carmel to sign the aforementioned agreement with the Port Authority of New York and New Jersey in form as attached hereto and made a part hereof.

Resolution

Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi, Councilman Ravallo and  
Councilwoman McDonough

<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>X</u>	<u>          </u>
Kenneth Schmitt	<u>X</u>	<u>          </u>

KENNETH SCHMITT  
*Town Supervisor*

ROBERT J. RAVALLLO  
*Town Councilman  
Deputy Supervisor*

FRANK D. LOMBARDI  
*Town Councilman*  
SUZANNE MC DONOUGH  
*Town Councilwoman*

**TOWN OF CARMEL**  
TOWN HALL



60 McAlpin Avenue  
Mahopac, New York 10541  
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[www.carmelny.org](http://www.carmelny.org)

ANN GARRIS  
*Town Clerk*

KATHLEEN KRAUS  
*Receiver of Taxes*

MICHAEL SIMONE  
*Superintendent of Highways*  
Tel. (845) 628-7474

Thursday, April 14, 2011

The Port Authority of New York and New Jersey  
225 Park Avenue South  
New York, New York 10003

The purpose of this letter is to confirm and memorialize the full and complete legal transfer by The Port Authority of New York and New Jersey (the "Port Authority") to Town of Carmel of that certain piece of steel of the former World Trade Center, identified as C-0053, F-0003d, F-0021.133, F-0021.134, F-0021.135, F-0021.136, F-0021.137, F-0021.138, F-0021.139, F-0021.140, F-0021.141, F-0021.142, G-0038, G-0123, G-0124, J-0012 & J-0014 in the Port Authority's World Trade Center Archive: Artifact Inventory Report of January 31, 2007 (the "Steel"). Town of Carmel has requested that the Steel be made available to them, in its present condition.

(Cont.)

1. A property interest in the above-described Steel is hereby conveyed, and full and complete legal ownership of the Steel is given.
2. The Port Authority makes no representation or warranty whatsoever as to the condition or fitness of the Steel, either express or implied, and no Commissioner, officer, agent, or employee of the Port Authority is authorized to make any representation or warranty as to the Steel. Town of Carmel shall have no claim against the Port Authority for any defect or other condition of the Steel and agrees to accept the Steel "as is." There are no warranties, express or implied.
3. Town of Carmel agrees to defend, indemnify and hold the Port Authority, its Commissioners, officers, representatives and employees harmless from and against all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by the Port Authority and/or its Commissioners, officers, representatives and employees in any manner resulting from or arising with respect to Town of Carmel's possession, use or operation of the Steel or the possession, use or operation of the Steel by any person under the control and authority of Town of Carmel.
4. Town of Carmel will be responsible for all costs of the removal and transportation of the Steel to its facility.
5. This agreement may not be assigned by either party without the approval of the other party.
6. This Agreement is subject to all the terms and conditions of either or both of a Court Order dated December 4, 2009 or July 22, 2010, of the United States District Court for the Southern District of New York, both annexed hereto.
7. Any written notice given by either party to the other under the provisions of, or with respect to, this letter agreement, shall be delivered in person, or by certified or registered mail to the following addresses:

Port Authority:	The Port Authority of NY & NJ 225 Park Avenue South New York, NY 10003 Attn.: Executive Director
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	The Port Authority of NY & NJ 225 Park Avenue South New York, NY 10003 Attn.: General Counsel
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Town of Carmel:	Town of Carmel 60 McAlpin Avenue Mahopac, NY 10541
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or to such other address(es) as each party hereto may notify the other.

8. This agreement shall be governed by and construed in accordance with the laws of the State of New York.
9. The entire agreement of the parties is contained herein and no changes or modifications shall be valid or enforceable unless in writing and signed by the party to be charged therewith.
10. Neither the Commissioners of the Port Authority, nor any director, officer or employee thereof shall be held personally liable under or in connection with this letter agreement.
11. If any provision of this letter agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

To confirm the agreement of the Port Authority with the foregoing, kindly sign a counterpart of this letter in the space provided below, and return such signed counterpart to the attention of the undersigned.

Very truly yours,

\_\_\_\_\_  
Kenneth Schmitt  
Supervisor  
Town of Carmel



(Cont.)

The Port Authority of New York and New Jersey

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

Title: Executive Director

Supervisor Schmitt explained that the purpose of the Agreement is for the transfer of a piece of steel from the former World Trade Center to the Town of Carmel for the memorial to be constructed in front of Town Hall that would commemorate the terrorist attacks of September 11, 2001. Supervisor Schmitt spoke regarding the plans for the memorial which will be dedicated sometime in August. He acknowledged the Town of Carmel Historical Society for their \$250.00 donation toward the memorial.

### **TOWN BOARD MEMBER COMMENTS**

Councilman Ravallo responded to a comment made by a resident at the Work Session held earlier with regard to the menu items offered at the Sycamore Park concession stand, noting that he did not see a problem with children consuming sugar in moderation.

Councilman Ravallo addressed the issue of subsidized low income housing in the Town of Carmel and explained why he would not support it.

Councilwoman McDonough reported on the recent meeting of the Zoning Compliance Committee meeting, noting that discussion was held regarding the Town's illegal dumping/trash enclosure law. She stated that the next meeting will be held on May 9, 2011 and is open to the public.

Supervisor Schmitt spoke regarding the Town of Carmel's Stop the Drop campaign against litter.

Supervisor Schmitt urged residents to participate in Spring Beautification Month in the Town of Carmel from April 15, 2011 to May 15, 2011 and discussion was held regarding the program.

Supervisor Schmitt invited residents to join Comcast employees and the Department of Recreation and Parks in the beautification of the Mahopac Chamber Park on April 30, 2011 from 8:00 a.m. to 2:00 p.m.

Supervisor Schmitt recognized Bucci Brothers Deli in Mahopac for selling 751 Italian combo heroes at their "Combos for Life" fundraiser benefiting the American Cancer Society.

### **ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members present and in agreement, the Special Meeting was adjourned at 10:21 p.m. to Executive Session for a CSEA Contract negotiation update from Councilman Lombardi and Councilwoman McDonough, as well as for a discussion regarding a personnel item with James Gilchrist, Director of Recreation and Parks.

Respectfully submitted,

Ann Garriss, Town Clerk