

2 MARCH 2011

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 2nd day of March 2011 at 7:20 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.

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, as well as for Army Pfc. David R. Fahey Jr., a former Yorktown resident who was killed Monday by an improvised explosive device in Afghanistan.

MINUTES OF TOWN BOARD MEETINGS HELD ON 1/19/11 AND 1/26/11 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on January 19th and January 26th, 2011 were accepted as submitted by the Town Clerk.

RENEWAL OF RENTAL EQUIPMENT FOR VIDEO SURVEILLANCE EQUIPMENT AUTHORIZED - COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC. - MONTHLY RATE OF \$431.25

RESOLVED, that the Town of Carmel, pursuant to the recommendation of Chief of Police Michael Johnson, hereby authorizes the renewal of the rental agreement with Commercial Instruments & Alarm Systems, Inc., of Fishkill, NY for the rental of video surveillance equipment for the Town of Carmel Town Hall at a monthly rate of \$431.25 for a period of five (5) years as reflected in the proposal and contract attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized and directed to execute the foregoing contract as well as any and all other necessary documentation required in connection therewith.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

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

License NYS # 120000-16988

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC.
2 SUMMIT COURT, FISHKILL, N.Y. 12524
845-896-9500 • 845-896-8887 (FAX)

ADDITIONAL WORK AUTHORIZATION
#2011-1

PROPOSAL SUBMITTED TO: Town of Carmel Police Department	BUSINESS PHONE: 845-628-1300	DATE: February 9, 2011
MAILING ADDRESS: 60 McAlpin Avenue	JOB NAME:	SALESMAN:
MAILING ADDRESS: Mahopac, NY 10541	JOB LOCATION:	
FAX: bdk@ci.carmel.ny.us	ATTN: Lt. Brian Karst	

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(Cont.)

IN ACCORDANCE WITH THE CONTRACT BETWEEN COMMERCIAL INSTRUMENTS AND ALARM SYSTEMS, INC., AND SUBSCRIBER, WHICH THIS WORK AUTHORIZATION SUPPLEMENTS, THE SCHEDULE OF PROTECTION WILL INCLUDE THE FOLLOWING LABOR AND MATERIALS. ALL PROVISIONS OF THE CONTRACT GOVERN THE INSTALLATION AND NOTHING CONTAINED HEREIN IS INTENDED TO MODIFY OR TERMINATE THE CONTRACT OR ANY PROVISION CONTAINED THEREIN.

DVR REPLACEMENT:

Under the terms of the rental agreement, we will replace the existing Pelco Digital Video Recorder with a newer model that has been recommended by Pelco to be the best replacement for both video and audio recording.

Please note that our rental contract for the video surveillance system expired on May 25, 2010. The above equipment is a major investment that CIA is willing to provide to the Carmel Police Department under the terms of the renewed rental contract with no additional charge. We request that the accompanying contract renewal be signed and return prior to providing this new equipment. There have been no increases in the monthly rental fees.

ACCEPTED BY:	
AUTHORIZED SIGNATURE	PLEASE TYPE OR PRINT NAME
This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.	
THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.	

Sales Contract For Use In NY (Form 101)
Knox-Koch/Johnson, Inc. File No. 0140 147-6308
Copyright 1994

NY License No. 12002161983
CT License No. 182724

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC.
2 Summit Court
Fishkill, NY 12524
(845) 896-9500

STANDARD VIDEO SURVEILLANCE EQUIPMENT RENTAL

Agreement dated March 1, 2011 by and between COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC. (hereinafter referred to as

"COMMERCIAL" or "OWNER") and Town of Carmel Police Department, hereinafter referred to as "RENTER". Phone: _____

The parties hereto agree that:

- VIDEO SURVEILLANCE EQUIPMENT IS RENTED AND REMAINS PERSONAL PROPERTY OF OWNER:** OWNER shall rent, install and service on the premises of RENTER, located at 60 McAlpin Avenue, Mahopac, NY a video surveillance system, described herein, including all necessary devices and equipment, for the duration of this agreement, with the understanding that the entire system, including all apparatus, equipment, instruments, foil and wire installed or connected with the video surveillance system is and shall always remain the sole personal property of OWNER and shall not be considered a fixture or a part of the realty, and RENTER shall not permit the attachment thereto of any apparatus not furnished by OWNER. RENTER acknowledges that COMMERCIAL has offered additional and more sophisticated equipment at a higher rental and service charge. Batteries, electrical surges and lightning damage are not included in service.
- DESCRIPTION OF EQUIPMENT:** Please refer to proposal dated N/A. The value of installed equipment is: Twenty Eight Thousand Two Hundred Fifty dollars (\$28,250.00).
- RENTAL AND SERVICE CHARGES:** RENTER agrees to pay COMMERCIAL:
The sum of \$491.25 per month, payable quarterly in advance for the rental and servicing of the video surveillance system for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.
- TERM OF AGREEMENT- RENEWALS:** The term of this agreement shall be for a period of five (5) years. This agreement shall renew itself for a period of five (5) years and for successive periods of one (1) year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term, and RENTER shall be relieved of any obligation to pay any charge after said date.
- INCREASES OF MONTHLY CHARGE:** COMMERCIAL shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date hereof, upon giving notice to RENTER, and if RENTER is unwilling to pay such increased charge, COMMERCIAL shall be permitted, at its option, upon written notice to RENTER, to rescind the increase or to terminate this agreement as if the term had expired, and COMMERCIAL shall be permitted access to RENTER's premises to remove its video surveillance system or shall be permitted to remotely delete programming, and RENTER shall be relieved of any obligation to pay any monthly charge after said video surveillance system is removed. RENTER's failure to object to any such increase within ten (10) days of notification thereof shall be deemed an acceptance of said increase.
- RENTER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS:** RENTER agrees neither to alter, tamper with, remove or otherwise interfere with the video surveillance system nor to permit the same to be done and to safeguard the system against loss, damage and destruction. Should said system, or any part thereof be damaged or destroyed by fire, water, lightning, criminal acts, or "Acts of God", repairs or replacement thereof shall be paid for by RENTER. The equipment shall remain in the same location as installed and RENTER agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by COMMERCIAL without additional charge.
- ALTERATION OF PREMISES FOR INSTALLATION:** COMMERCIAL is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in COMMERCIAL's sole discretion for the installation and service of the video surveillance system, and COMMERCIAL shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the video surveillance system. COMMERCIAL shall not be responsible for the condition of the premises upon removal of the video surveillance system and RENTER represents that the owner of the premises, if other than RENTER, authorizes the installation of the video surveillance system under the terms of this agreement.
- BUYER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Buyer agrees to furnish, at Buyer's expense, all 110 Volt AC power and electrical outlets and receptacles, internet access, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31 Block or equivalent, as deemed necessary by Seller in its sole discretion and to notify Seller in writing via fax, e-mail or registered mail of any change in such service.
- DELAY IN INSTALLATION:** COMMERCIAL shall not be liable for any damage or loss sustained by RENTER as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including COMMERCIAL's negligence in the performance of this agreement, and RENTER shall not be relieved from payments due under this agreement for such period.

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(Cont.)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE PART OF THIS CONTRACT:
READ THEM BEFORE YOU SIGN THIS CONTRACT

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS INC:

RENTER

By: _____

Name must be printed - Use Full Business Name

By: _____
Name and title must be printed below

Tax ID SS# or EIN Type and jurisdiction of organization and ID, if any

The undersigned personally guarantees RENTER's performance of this agreement

Name must be printed below

10. **TESTING OF VIDEO SURVEILLANCE SYSTEM:** The parties hereto agree that the video surveillance system, once installed, is in the exclusive possession and control of RENTER, and it is RENTER's sole responsibility to test the operation of the video surveillance system and to notify COMMERCIAL in writing if any equipment is in need of repair. COMMERCIAL shall not be required to service the video surveillance system unless it has received notice from RENTER, and upon such notice, and provided RENTER is not in default of this agreement, COMMERCIAL shall during the warranty period service the video surveillance system to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. RENTER agrees to test and inspect the video surveillance system immediately upon completion of installation and to advise COMMERCIAL in writing within three days after installation of any defect, error or omission in the video surveillance system. In the event RENTER complies with the terms of this agreement and COMMERCIAL fails to repair the video surveillance system within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, RENTER agrees to send notice that the video surveillance system is in need of repair to COMMERCIAL, in writing, by certified or registered mail, return receipt requested and RENTER shall not be responsible for payments due while the video surveillance system remains inoperable. In any lawsuit between the parties in which the condition or operation of the video surveillance equipment is in issue, RENTER shall be precluded from raising the issue that the video surveillance equipment was not operating unless RENTER can produce a post office certified or registered receipt signed by COMMERCIAL, evidencing that service was requested by RENTER.

11. **RENTER TO INSURE VIDEO SURVEILLANCE EQUIPMENT:** RENTER shall insure COMMERCIAL's video surveillance equipment against fire and casualty and RENTER agrees to name COMMERCIAL in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. RENTER shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the video surveillance system. Notwithstanding the condition of RENTER's premises, or COMMERCIAL's impossibility of performance occasioned by condition of RENTER's premises, RENTER shall remain liable for monthly payments for the term of this agreement without offset or reduction.

12. **INSURANCE:** RENTER shall maintain a policy of public liability, property damage, burglary and theft insurance under which COMMERCIAL is named as additional insured, and under which the insurer agrees to indemnify and hold COMMERCIAL harmless from and against all costs, expenses including attorneys fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by COMMERCIAL's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify RENTER for property on its premises. COMMERCIAL shall not be responsible for any portion of any loss or damage which is recovered or recoverable by RENTER from insurance covering such loss or damage or for such loss or damage against which RENTER is indemnified or insured.

13. **ASSIGNMENTS:** RENTER shall not be permitted to assign this agreement without written consent of COMMERCIAL. Any such assignment without COMMERCIAL's prior written approval shall be deemed a breach of this agreement. COMMERCIAL shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment.

14. **WAIVER OF SUBROGATION RIGHTS:** Buyer does hereby for himself/herself/itself and any parties claiming under Buyer, release and discharge CIA from any and against all hazards covered by Buyer's insurance. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against CIA or CIA's subcontractors arising out of this agreement or the relation of the parties hereto.

15. **INDEMNITY:** RENTER agrees to and shall indemnify and hold harmless COMMERCIAL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or RENTER, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by COMMERCIAL's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

16. **REMOVAL OF VIDEO SURVEILLANCE SYSTEM:** Upon termination of this agreement COMMERCIAL shall be permitted to remotely delete programming and allowed access to RENTER's premises to remove the video surveillance system. If for any reason caused by RENTER, or the owner of the premises if other than RENTER said video surveillance system is not recovered by COMMERCIAL within 24 hours of such termination, said COMMERCIAL shall not be required to service the video surveillance system, and may order the termination of any central office monitoring or other services, and RENTER shall remain liable for all payments called for herein. At COMMERCIAL'S option, system shall be deemed sold to RENTER for the amount set forth herein at the agreed value thereof.

17. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by COMMERCIAL the payments to be made by RENTER for the term of this agreement are an integral part of COMMERCIAL's anticipated profits, and in the event of RENTER's breach of this agreement it would be difficult if not impossible to reasonably estimate COMMERCIAL's actual damages. Therefore, in the event of RENTER's default of this agreement RENTER shall pay to COMMERCIAL 100% of the balance due for the term of this agreement as liquidated damages. Additionally, in the event of RENTER's breach of this agreement COMMERCIAL may, at its option, either remove its equipment or deem same sold to RENTER for 100% the amount specified as the value of the equipment. The parties waive trial by jury in any action between them. In any action commenced by COMMERCIAL against RENTER, RENTER shall not be permitted to interpose any counterclaim. Any action by RENTER against COMMERCIAL must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against COMMERCIAL must be based on the provisions of this agreement. Any other action that RENTER may have or bring against COMMERCIAL in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Should COMMERCIAL prevail in any litigation between the parties, RENTER shall pay COMMERCIAL'S legal fees. Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association, under its Commercial Arbitration Rules, www.natnarb.com. In the event COMMERCIAL institutes legal action to recover any amounts owed by RENTER hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at COMMERCIAL'S option, the value of the equipment and that upon RENTER'S failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. RENTER shall pay COMMERCIAL'S reasonable attorney fees or 33% of every amount due by RENTER.

18. **ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, RENTER agrees to be liable for and pay to COMMERCIAL any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon COMMERCIAL because of this agreement. Should COMMERCIAL be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement RENTER agrees to pay COMMERCIAL for such service or material.

19. **FALSE ALARMS - POLICE RESPONSE:** COMMERCIAL shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and RENTER shall remain liable for all payments provided for herein. RENTER shall indemnify and hold COMMERCIAL harmless for all false alarm fines, alarm permit fees or other charges imposed by any municipality, including COMMERCIAL's attorney fees, arising out of the video surveillance system or COMMERCIAL's services related thereto, including sales or income tax, if any.

20. **COMMERCIAL'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** RENTER agrees that COMMERCIAL is authorized and permitted to subcontract any services to be provided by COMMERCIAL to third parties who may be independent of COMMERCIAL, and that COMMERCIAL shall not be liable for any loss or damage sustained by RENTER by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that RENTER appoints COMMERCIAL to act as RENTER's agent with respect to such third parties, except that COMMERCIAL shall not obligate RENTER to make any payments to such third parties. RENTER acknowledges that this agreement, and particularly those paragraphs relating to COMMERCIAL's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and communication centers of COMMERCIAL.

21. **NO WARRANTIES OR REPRESENTATIONS: RENTER'S EXCLUSIVE REMEDY:** COMMERCIAL does not represent nor warrant that the video surveillance system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the video surveillance system will in all cases provide the protection for which it is installed or intended. RENTER acknowledges that COMMERCIAL is not an insurer, and that RENTER assumes all risk for loss or damage to RENTER's premises or its contents. COMMERCIAL has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. RENTER's exclusive remedy for COMMERCIAL's default hereunder is to require COMMERCIAL to repair or replace, at COMMERCIAL's option, any equipment or part of the video surveillance system which is non-operational.

22. **EXCULPATORY CLAUSE:** The parties agree that COMMERCIAL is not an insurer and no insurance coverage is offered herein. RENTER's payments to COMMERCIAL are for the installation, rental and service of a video surveillance system designed to reduce certain risks of loss, though COMMERCIAL does not guarantee that no loss will occur. COMMERCIAL is not assuming liability and therefore shall not be liable to RENTER for any loss or damages sustained by RENTER as a result of burglary, theft, hold-up, fire, smoke, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by COMMERCIAL's negligent performance to any degree or failure to perform any obligation. RENTER releases COMMERCIAL from any claims for contribution or indemnity or subrogation.

23. **LIMITATION OF LIABILITY:** The parties agree that the video surveillance system is not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If, notwithstanding the terms of this agreement, there should arise any liability on the part of COMMERCIAL as a result of burglary, theft, hold-up, fire, smoke, equipment failure, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by COMMERCIAL's negligence to any degree or failure to perform any obligation, such liability will be limited to an amount equal to six (6) times the monthly payment paid by RENTER to COMMERCIAL at the time such liability is fixed, or to the sum of \$1,000.00, whichever is greater. If RENTER wishes to increase COMMERCIAL's maximum amount of such limitation of liability, RENTER may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from COMMERCIAL a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

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24. NON-SOLICITATION: RENTER agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of COMMERCIAL assigned by COMMERCIAL to perform any service for or on behalf of RENTER for a period of two years after COMMERCIAL has completed providing service to RENTER. In the event of RENTER's violation of this provision, in addition to injunctive relief, COMMERCIAL shall recover from RENTER an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with COMMERCIAL, times twelve, together with COMMERCIAL's counsel and expert witness fees.

25. VIDEO SURVEILLANCE INTEREST/COLLATERAL: To secure RENTER's obligations under this agreement RENTER grants COMMERCIAL a video surveillance interest in its inventory, furnishings, equipment, receivables, cash and other personal, tangible and intangible, located at the location where the video surveillance equipment is to be installed and COMMERCIAL is authorized to file a financing statement.

26. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event COMMERCIAL issues a UL certificate to RENTER, COMMERCIAL will comply with Underwriters Laboratory Inc. requirements regarding items of protection provided for in this agreement. Should there arise any conflict between this agreement and RENTER's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

Supervisor Schmitt explained that there was no increase in the monthly rate from the previous five-year contract and that certain equipment shall be replaced by the vendor at no additional charge.

HIGHWAY DEPARTMENT - ADVERTISING FOR BIDS AUTHORIZED - MISCELLANEOUS MATERIALS

RESOLVED that, pursuant to the request of the Highway Superintendent, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for the purchase of the following materials and/or items:

- Bituminous Concrete
- Catch Basins & Sumps with tops;
- Crushed Gravel
- Aluminum, Polyethylene & Steel Culvert Pipe;
- Granular Base (item 4)
- Road Oil, Cut Backs;
- Run of Bank Gravel;
- Tree Felling & Trimming

BE IT FURTHER RESOLVED that the Highway Superintendent is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilman 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>

ENTRY INTO CONTRACTS WITH PENFLEX, INC. FOR SERVICE AWARD PROGRAM ADMINISTRATION - AUTHORIZED

RESOLVED, that the Town Board of the Town of Carmel, acting as the Commissioners of Carmel Fire Protection Districts #1, #2 and #3, hereby authorizes entry into Service Award Program Service Agreements with Penflex, Inc. of Latham, NY, for administration services for the Fire Protection District Service Award Programs for 2011 as contained in the proposal of October 8, 2010, as attached hereto and made a part hereof, at estimated costs of \$5,500 for Fire Protection District #1, \$6,300 for Fire Protection District #2 and \$4,900 for Fire Protection District #3, and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized and directed to execute the foregoing contracts as well as any and all other necessary documentation required in connection therewith.

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(Cont.)

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>

PENFLEX, INC.

Service Award Program Specialist

October 8, 2010

Town of Carmel
Attn: Mr. Kenneth Schmitt, Supervisor
60 McAlpin Avenue
Mahopac, NY 10541

Re: Service Award Program Service Fee Agreement

Dear Mr. Schmitt:

We appreciate your business and value the relationship we have with you. To maintain the relationship we want to have with you, we must regularly communicate. We try to do that in many ways. On every business day, our staff constantly communicates with clients in one way or another. We now publish newsletters twice a year as well as technical bulletins when the need arises. We speak face to face with clients at the annual meetings/conventions of statewide organizations of volunteer firefighters or EMT/rescue squad volunteers. We meet with our clients throughout the year. At least once a year, we send a letter to each client offering to meet. These face-to-face meetings are, in our minds, very important.

When is the last time one of our staff attended a meeting with your governing board and fire company representatives? If it has been more than two years since a representative from Penflex met with your governing board, please contact us to set a date so we can meet with them. Otherwise we will be contacting you about meeting with them when we prepare your Annual Report next year.

Enclosed is our annual Service Fee Agreement which details the fees that we will charge to provide actuarial and administrative services for your Service Award Program for the period November 1, 2010 to October 31, 2011. An Annual Statement, detailing fees billed and paid to Penflex over the last year, is also enclosed.

It is very important that you return the agreement signed and with one of the LOSAP Audit Package boxes checked – either yes or no. This will allow us to prepare these footnotes timely and efficiently. We realize that there are still many of our clients that are not required to prepare audited financial statements. If you are one of those clients, please contact our office and we will give you the latest information we have regarding your options to satisfy the LOSAP audit requirement.

If you have any questions or concerns at all about our fees or the services we provide for those fees, please don't hesitate to call Ed Holohan to discuss. Otherwise, we ask that you please return a signed copy of the Service Fee Agreement (be sure to indicate YES or NO regarding the LOSAP Audit Package).

If an invoice is attached, please include a check for the amount invoiced with the signed copy of the Service Fee Agreement. Otherwise, we will bill you for administrative fees at the agreed upon time.

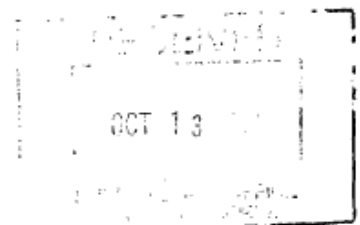
Finally, all of us at Penflex sincerely look forward to working with you for another year. Thank you for your continued business!

Serving your Volunteers,

Ed, Tony H, Tony F, Lisa, Jen, Donna, Craig, Karen and Lynne
Your Penflex Team of Professionals

Enc.

*orig: Maryellen Hapinski
cc: Penflex ✓
10/13/10*



(Cont.)

Penflex, Inc. 11/1/10-10/31/11 Service Fee Agreement

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 1
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,150, \$200 Change from 2009
Per-Participant Fee: \$14, \$0 Change from 2009
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2009
Payment adjustment certification and trustee directive letters: \$50 per letter, \$0 Change from 2009
Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: \$20 per each form (minimum charge \$50 per client). This service is performed only if your investment provider does not provide it.

Estimated Total Standard Services Fees: \$5,500

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

- ☐ COMPLETE the 'LOSAP Audit Package' for a fee of \$495. The LOSAP Audit Package does not satisfy the LOSAP audit requirement, but assists the accounting firm performing the audit.
- ☐ DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include extra client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

Supervisor
Town of Carmel

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

Penflex, Inc. 11/1/10-10/31/11 Service Fee Agreement

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 2
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,150, \$200 Change from 2009
Per-Participant Fee: \$14, \$0 Change from 2009
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2009
Payment adjustment certification and trustee directive letters: \$50 per letter, \$0 Change from 2009
Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: \$20 per each form (minimum charge \$50 per client). This service is performed only if your investment provider does not provide it.

Estimated Total Standard Services Fees: \$6,300

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Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

- ☐ COMPLETE the 'LOSAP Audit Package' for a fee of \$495. The LOSAP Audit Package does not satisfy the LOSAP audit requirement, but assists the accounting firm performing the audit.
- ☐ DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include extra client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

Supervisor
Town of Carmel

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

Penflex, Inc. 11/1/10-10/31/11 Service Fee Agreement

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 3
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,150, \$200 Change from 2009

Per-Participant Fee: \$14, \$0 Change from 2009

Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2009

Payment adjustment certification and trustee directive letters: \$50 per letter, \$0 Change from 2009

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: \$20 per each form (minimum charge \$50 per client). This service is performed only if your investment provider does not provide it.

Estimated Total Standard Services Fees: \$4,900

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

- ☐ COMPLETE the 'LOSAP Audit Package' for a fee of \$495. The LOSAP Audit Package does not satisfy the LOSAP audit requirement, but assists the accounting firm performing the audit.
- ☐ DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include extra client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

Supervisor
Town of Carmel

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

(Cont.)

Supervisor Schmitt explained that the Service Award Program is a benefit program to assist the Fire Departments in obtaining new members and retaining current members.

2011 USER FEE SCHEDULE - ADOPTED

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective immediately, the Town of Carmel User Fee Schedule for Fiscal Year 2011 as attached hereto and made a part hereof.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

Roll Call Vote	YES	NO
Robert Ravallo	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Kenneth Schmitt	X	

TOWN OF CARMEL USER SERVICE FEES --
FISCAL YEAR 2011

FEE DESCRIPTION	2011 FEES	
TOWN CLERK'S OFFICE		
Certification:		
Registrar's Certification (Birth/Death)	10.00	
Town Clerks Certification (Marriage/Other)	10.00	
Genealogy Fee Schedule:		
	1 - 3 years - \$22.00	
	4 - 10 years - \$42.00	
	11 - 20 years - \$62.00	
	21 - 30 years - \$82.00	
	31 - 40 years - \$102.00	
	41 - 50 years - \$122.00	
	51 - 60 years - \$142.00	
	61 - 70 years - \$162.00	
Copies:		
Copies of Town Ordinance or Other Documents - Per Page	0.25	
Facsimile/Fax - Per Page	2.00	
Map (Zoning, Election, Other) - Black & White/Color	10.00/15.00	
Miscellaneous Ordinance-Full Text		
Licenses:		
Auctioneering License - Annual	300.00	
Auctioneering License - One Day	150.00	
Annual Dog License Fee - spayed/muetered	7.50	
Annual Dog License Fee - unspayed/un-muetered	15.50	
Garbage Carting License	1,500.00	
Marriage License	40.00	
Peddling License - 3 Months	500.00	
Miscellaneous:		
Cemetery Grave Marker - Each	100.00	
Dog Pick-Up	50.00	
Dog Shelter Fee - First Impoundment	25.00	+ 10.00 Each Additional 24 Hours
Second Impoundment - within one year	35.00	+ 10.00 Each Additional 24 Hours
Third or Subsequent Impoundment	45.00	+ 10.00 Each Additional 24 Hours
Electronic Records - Computer Use - Per Hour		
Personal Use - Per Hour		
CD - Each	0.62	
Petition to Amend Zoning Ordinance	1,500.00	
Permits:		
Canvassing/Soliciting Permit - 3 Months	350.00	
Public Assembly Permit - Each Event	200.00	
Shooting Contest Permit - Each Event	25.00	
Sound Amplification Permit Commercial - 1 Day/30 Days	100.00/500.00	
Sound Amplification Permit Residential - 1 Day/30 Days	50.00/300.00	
Town Code:		
Annual Town Code Book Supplement	75.00	
Code Book	300.00	
Freshwater Wetlands Chapter Pamphlet	35.00	
Street Specifications	10.00	
Subdivision of Land Ordinance Pamphlet	35.00	
Vehicle and Traffic Chapter Pamphlet	25.00	
Zoning Chapter Pamphlet	35.00	
POLICE DEPARTMENT		
Accident Report - Business	0.25	per page
Accident Report - Personal	0.25	per page
Finger Printing Service - Non Residents - Per Person	35.00	
Photograph	20.00	per photo
Police Special Escort Service - Per Hour	-	
Special Event or Special Services - Per Hour	-	
CD of Photographs from Casefile	50.00	
ALARM ORDINANCE		
Alarm Permit - 1 Year - Residential & Commercial	25.00	
One False Alarm	-	
Two False Alarms	-	
Three False Alarms	25.00	
Four False Alarms	50.00	
Five False Alarms	100.00	
Each After Five False Alarms	200.00	

(Cont.)

HIGHWAY DEPARTMENT		
Driveway Bond - "Refundable"	750.00	
Driveway Permit - Includes two inspections	215.00	
Road Opening Bond - "Refundable" - Entire Road	1,000.00	
Road Opening Bond - "Refundable" - Half Road	500.00	
Road Opening Permit	215.00	

User Fee Schedule 2011

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TOWN OF CARMEL USER SERVICE FEES --
FISCAL YEAR 2011

FEE DESCRIPTION		2011 FEES	
RECYCLING DEPARTMENT		"Fees to be reviewed if Facility Plan is reopened"	
Annual Access Permit - All Vehicles up to 3/4 Ton Truck			
Annual Access Permit - 3/4 Ton Truck			
Home Pick-Up - Air Conditioner			
Home Pick-Up - Refrigerator & Freezer			
Home Pick-Up Service			
Home Pick-Up Service - Each Additional Item			
Trash Dumping Fee - 1/4 Ton Truck, Van or Suburban			
Trash Dumping Fee - 1/2 Ton Truck			
Trash Dumping Fee - 3/4 Ton Truck			
Trash Dumping Fee - 1 Ton Truck			
Trash Dumping Fee - Cars			
Trash Dumping Fee - Cars - Contained Trunk Load			
Trash Dumping Fee - Small Wagon			
Trash Dumping Fee - Large Wagon			
Trash Dumping Overload Fee - 1/4 Ton Truck, Van or Suburban			
Trash Dumping Overload Fee - 1/2 Ton Truck			
Trash Dumping Overload Fee - 3/4 Ton Truck			
Trash Dumping Overload Fee - Small Wagon			
Trash Dumping Overload Fee - Large Wagon			
Truck Tire Dumping Fee - Without Rim - Each			
Truck Tire Dumping Fee - With Rim - Each			
Vehicle Tire Dumping Fee - Without Rim - Each			
Vehicle Tire Dumping Fee - With Rim - Each			
PARKS & RECREATION DEPARTMENT			
Camp:			
Playground Camp		425.00	
* Early Bird Registration Fee - Playground Camp		375.00	
Primary Camp [9:30 AM to 2:30 PM]		475.00	Extended Day = + \$160.00
* Early Bird Registration Fee - Primary Camp		425.00	
Classes/Lessons:			
Additional Swimming Lessons		60.00	
Adult Classes		\$65.00 - \$320.00	
CPR Review		60.00	
Lifeguard Training Aid/Safety		\$350.00	Non-Resident \$450.00
Lifeguard Training Review		\$180.00	
Pre School Classes		FREE - \$175.00	
RTE - Responding to Emergencies		210.00	
Special Tennis, Aerobics, or Other Lessons		Cost	
Swimming Lessons Including Permit		130.00	
Tennis Lessons - 6 One Hour Sessions		110.00	
Facilities Rental:			
Ballfield Rental - 2 Hour Limit		\$50.00/\$100.00 w/ights	
Boat Rental Fee		4.00 - 7.00	
Civic Building Rental/Pavilion		200.00	~Supervisor Hourly Rate
Crane Road Park Concession Fee		No longer applicable	
Group Picnic		150.00	
Private Building Rental		300.00	~Supervisor Hourly Rate
Sycamore Park Concession [Seasonal]		2,800.00	
ID/Permits:			
Adult Swimming Permit		90.00	
Daily Adult Beach Fee		8.00	
Daily Adult Guest Beach Fee		10.00	
Daily Youth Beach Fee		7.00	
Daily Youth Guest Beach Fee		9.00	
Family Swimming Permit		175.00	
Family Tennis Permit		70.00	
Identification Card		6.00	
Senior Citizen Identification Card		No charge	
Nanny Identification Card		10.00	
Nanny Swim Permit		100.00	
Individual Tennis Permit		45.00	
Tennis Guest Fee		6.00	
Youth Swimming Permit		70.00	
Dog Park:			
Sycamore Dog Park User Fee - Resident		25.00	Annual
Sycamore Dog Park User Fee - Non-Resident		75.00	Annual

User Fee Schedule 2011

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(Cont.)

TOWN OF CARMEL USER SERVICE FEES --
FISCAL YEAR 2011

FEE DESCRIPTION	2011 FEES	
BUILDING & CODES DEPARTMENT		
Accessory Apartment Permit	400.00	
Bed & Breakfast Special Application	400.00	
Building Permits -- Flat Rate PLUS Estimated Cost of Construction	50.00	Flat Rate PLUS
Ea Residential -- New construction	10.00	per \$1,000 Calculated Estimated Cost
Residential -- Finish existing space to living space	100.00	per sq. ft.
Commercial	20.00	per sq. ft.
Commercial - Garage	150.00	per sq. ft.
Decks	75.00 - 80.00	per sq. ft.
Garage	35.00	per sq. ft.
Shed	75.00	per sq. ft.
	25.00	per sq. ft.
Certificates of Compliance	80.00/150.00	Residential/Commercial
Certificates of Occupancy	80.00/150.00	Residential/Commercial
Excavation or Fill Permit for the first 2,000 cubic yards	200.00	Plus \$100 for each additional 1,000 CY
Inspection Fee for Clearance of Title Search Violation	50.00	Each inspection
Mother/Daughter Permit	200.00	
Plumb/Plumbing/ Air Conditioning Inspection	15.00 each	\$75.00 minimum fee
Re-Inspection Fee When Inspection Requested but Job Not Ready	50.00	Paid in Advance of 2nd Inspection
Sign Permit	150.00	
Swimming Pool Permit - Above Ground	150.00	
Swimming Pool Permit - In Ground	300.00	
Title Search	75.00/150.00	Residential/Commercial + \$100 per store
	100.00/200.00	Residential/ Commercial
Zoning Letter	75.00	
Outdoor Dining Annual Fee	100.00	Annual Fee
Outdoor Dining (fee per 10 or more seats)	+ 50.00/up to 10 seats	An add'l \$50.00 for 11 or more seats
Fire Inspection: Multifamily / Commercial	150.00 / 100.00	Commercial \$100 per establishment
ARCHITECTURAL REVIEW BOARD		
New Commercial Structure Review	225.00	
Modification to Existing Commercial Structure Review	150.00	
Other Structure or Sign Review	50.00	
Single Family Residential Structure Review	100.00	
Two or More Family Residential Structure Review	100.00	Plus 50.00 each Additional Unit over two
ENVIRONMENTAL CONSERVATION REVIEW BOARD		
Application Withdrawal	50.00	
Letter of Permission (in lieu of application)	100.00	
Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof	60.00	Total Wetland Include. 100' Control Area
Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof	50.00	Total Wetland Include. 100' Control Area
Private Consultation/Conference with Wetland Inspector Per Hour	100.00	
Public Hearing	150.00	
SEQR - DEIS	1% of Bond	
Site Plan Inspection - Single Lot - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Subdivision Plan Inspection - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Tree Cutting - Up to 25 Acres	300.00	
Tree Cutting - Over 25 Acres	400.00	+ 100.00 Acre
Wetland Application - Up to Two (2) Acres	150.00	
Wetland Application - Over Two (2) Acres	200.00	+ 75.00 Acre
Inspection of Equipment/Wetlands for Health Dept Permit	100.00	
ZONING BOARD OF APPEALS		
280A Exemption	400.00	
Accessory Apartment Application	250.00	
Application Withdrawal	100.00	
Area Variance Application	200.00	
Bed and Breakfast Special Permit Application	400.00	
Interpretation of Ordinance	400.00	
Use Variance Application	400.00	
Computer address labels for variance mailing	25.00	
PLANNING SUBDIVISION FEES:		
Sketch fee	200.00	One time fee
Preliminary Fees		
Major Subdivision	3,000.00	Plus \$600 per lot
Minor Subdivision	2,500.00	Plus \$600 per lot
Final Fees:		
Amendment to Final Plat	1,500.00	
Major Subdivision	1,500.00	Plus \$300 per lot
Minor Subdivision	1,500.00	Plus \$300 per lot
Re-grant of Final Approval	1,500.00	(Does not include SEQR fees)
Extension of final approval	1,000.00	

SITE PLAN FEES:		
Sketch Fee	200.00	One time fee
Commercial Site Plan -- Flat Rate PLUS Parking Spaces	1,500.00	Plus \$100 per Parking Spaces
Residential Site Plan -- Flat Rate PLUS Unit Fee	2,500.00	PLUS \$500 per Dwelling Unit
Amendment to Previous Approved Site Plan -- with no new parking spaces	3,000.00	
Amendment to Previous Approved Site Plan -- with new parking spaces	3,000.00	Plus \$100 per Parking Spaces
Re-grant of Site Plan Approval	1,500.00	
Extension of Site Plan Approval	1,000.00	

2 MARCH 2011
TOWN BOARD MEETING

(Cont.)

SPECIAL SITE PLAN FEES		
Boat House	800.00	
Parking Lot	800.00	
Pool/Tennis Courts/ Playgrounds	800.00	
Residential Barns	800.00	
Residential Dock	800.00	
Residential Horse Riding Ring	800.00	
Home Office	800.00	
LANDFILL, SURFACE GRADING, & OTHER EXCAVATION		
Up to 5 Acres	300.00	
Over 5 Acres	300.00	Plus \$40.00/Acre
PLANNING/MISCELLANEOUS FEES:		
Engineering Inspection Fee (Site Plans & Subdivisions)	5.00	% of Bond Amount
Public Hearings Including Bond Returns and Reductions	175.00	Per Hearing
Planning Board SEQR Escrow Fees - DEIS	2.00%	Not to exceed 2% of Project Value
Planning Board SEQR Escrow Fees - FEIS	2.00%	Not to exceed 2% of Project Value
Recreation Fee In Lieu of Parklands	7,500.00	Per Residential Lot
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	3,500.00	Per Dwelling/Apartment
Recreation Fee Multi Family Developments	5,000.00	Per Dwelling
Computer address labels	25.00	
Lot Line Adjustment	1,000.00	
DEPARTMENT MISCELLANEOUS TOWN SERVICES:		
Computer Labels	0.05	Each Label - 5.00 Minimum
Computer Report of Tax Parcels	0.25	Per Page - 5.00 Minimum
Copies of Plans/Maps - 24" x 36"	10.00	
Copies of Records/Documents	0.25	Per Page
Mail Reminder Notices	2.00	
Returned Deposited Bad Check - Each Item	20.00	
Tax or Record Search and Copy	5.00	
Tax or Record Search and Copy with Letter	10.00	

User Fee Schedule 2011

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TOWN OF CARMEL USER SERVICE FEES --
FISCAL YEAR 2011

FEE DESCRIPTION	2011 FEES	
Special Districts		
PARK DISTRICTS:		
Building Rental - District Resident	150.00	
Building Rental - Non-District Resident	N/A	
Building Rental Deposit - "Refundable"	150.00	
Building Rental Cleaning Fee	100.00	
SEWER DISTRICTS:		
Sewer System Service Application, including one inspection (where Street Lateral to Curb Line exists)	250.00 500.00	Residential Commercial
Sewer System Connection Additional Inspection - Each Inspection	50.00	
Sewer Sludge Dumping Fee, each 1000 gallons	100.00	
Out of District Application Fee - Residential/Commercial	1,000.00	
WATER DISTRICTS:		
Water System Service Application, including one inspection (where water line curb box exists)	250.00 500.00	Residential Commercial
Water System Connection Additional Inspection - Each Inspection	50.00	
New Water Meter & Installation - 3/4" Meter	325.00	
New Water Meter Purchase	275.00	
All Others	Quote	
Water Meter Repair Due To Customer's Damage	325.00	
Water Meter Test, by written request of consumer	200.00	Payable up front
Water service turned on or off	50.00	
Water sprinkler tap - Annual Fee	200.00	
Final Bill Fee	10.00	
Special water meter reading by outside vendor	10.00	
Duplicate Bill Fee	10.00	
Bulk Water Sales	10 times the normal in district rate	
Out of District Application Fee - Residential/Commercial	1,000.00	
Water Bill Adjustment from Estimate to Actual	5.00	

User Fee Schedule 2011

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Gregory Folchetti, Legal Counsel explained the addition of a Zoning Letter to the 2011 User Fee Schedule.

2 MARCH 2011
TOWN BOARD MEETING

**BOND RELEASE AUTHORIZED - DEEP WOODS ESTATES SUBDIVISION - TM
#64.8-1-23 & #64.8-1-38**

WHEREAS application has been made by Gene Paulson aka The Reserve for release of a subdivision bond posted in accordance with the Land Subdivision and/or Zoning Regulations for the Deep Woods Estates Subdivision, Tax Map #64.8-1-23 & #64.8-1-38; and

WHEREAS said application has been reviewed by the Town Engineering Consultant and release of the bond has been recommended and approved by the Planning Board;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the aforementioned bond no. 38707 issued by Nona Casualty Co., for the Deep Woods Estates Subdivision in the amount of \$116,479.00.

Resolution

Offered by: Councilman Ravallo
Seconded by: Councilman Lombardi

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

**SOUND AMPLIFICATION PERMIT FEE WAIVED - APPLICATION OF THE
AMERICAN CANCER SOCIETY - 6/4/11 AND 6/5/11**

RESOLVED that the Town Board of the Town of Carmel hereby waives the permit fee regarding the application of The American Cancer Society for a sound amplification permit for the Relay for Life event June 4 and June 5, 2011 at the Mahopac High School.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Ravallo

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

**ENTRY INTO SIDE LETTER OF AGREEMENT WITH CSEA, LOCAL 1000 AFSCME,
AFL-CIO AUTHORIZED - ASSISTANT PAYROLL CLERK IN THE TOWN OF
CARMEL ACCOUNTING DEPARTMENT**

RESOLVED, that the Town Board of the Town of Carmel authorizes entry into a side letter of agreement with CSEA, Local 1000 AFSCME, AFL-CIO, Town of Carmel Unit, Putnam County Local 840, regarding the position of Assistant Payroll Clerk in the Town of Carmel Accounting Department, such agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED THAT Kenneth Schmitt, Town Supervisor is hereby authorized to execute the aforesaid side letter of agreement and any and all other necessary documentation required in connection therewith.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Ravallo

(Cont.)

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

KENNETH SCHMITT
Supervisor

TOWN OF CARMEL
TOWN HALL

ANN GARRIS
Town Clerk

ROBERT J. RAVALLO
Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836

KATHLEEN KRAUS
Receiver of Taxes


FRANK LOMBARDI
Councilman
SUZANNE MC DONOUGH
Councilwoman

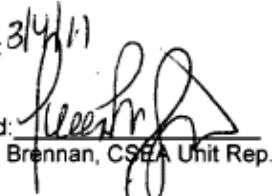
MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474


SIDE LETTER OF AGREEMENT

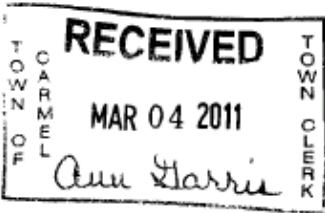
It is hereby agreed by and between the Town of Carmel and CSEA, Local 1000 AFSCME, AFL-CIO (hereinafter "CSEA"), and Barbara Alosco as follows:

1. The position of Assistant Payroll Clerk shall be placed in the CSEA bargaining unit, and shall be placed in Group 4.
2. Ms. Alosco shall voluntarily be reassigned from the position of Assessment Assistant in the Assessor's office, and shall be placed in the position of Assistant Payroll Clerk in the Accounting Office, on a provisional basis effective February 9, 2011, and shall be placed at step 4 of the salary schedule.
3. The CSEA waives any posting requirements for the filling of the Assistant Payroll Clerk position.

Dated: 3-3-2011
Signed: 
Kenneth Schmitt, Supervisor

Dated: 3/4/11
Signed: 
Eileen Brennan, CSEA Unit Rep.

Dated:
Signed: 
Glenn Blackman, LRS



**DEPARTMENT OF RECREATION AND PARKS - PROBATIONARY APPOINTMENT
MADE FOR PARK MAINTENANCE SUPERVISOR - GREGORY P. O'NEILL**

RESOLVED, that Town Board of the Town of Carmel hereby appoints Gregory P. O'Neill to the position of Park Maintenance Supervisor in the Town of Carmel Department of Recreation and Parks on a probationary basis, Group 5, Step 1, effective March 1, 2011.

Resolution
Offered by: Councilman Ravallo
Seconded by: Councilwoman McDonough

(Cont.)

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

James Gilchrist, Director of Recreation and Parks, introduced Mr. O'Neill in attendance. Mr. Gilchrist spoke regarding Mr. O'Neill's experience in the field of maintenance.

Supervisor Schmitt explained that an employee's recent retirement created a vacancy in the Department of Recreation and Parks. He spoke regarding the need for a maintenance supervisor in the department and noted that the funding for the position has been budgeted for.

COMPTROLLER'S OFFICE - PROBATIONARY APPOINTMENT MADE FOR ACCOUNT CLERK - MICHELLE TENNAFRANCIA

RESOLVED, that Town Board of the Town of Carmel hereby appoints Michelle Tennafrancia to the position of Account Clerk in the Town of Carmel Comptroller's Office on a probationary basis, Group 2, Step 1, effective March 1, 2011.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilmen Lombardi and Ravallo

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

Supervisor Schmitt congratulated Ms. Tennafrancia and explained that she is filling a vacancy in the Comptroller's Office resulting from a recent resignation.

Mary Ann Maxwell, Town Comptroller introduced Ms. Tennafrancia in attendance and spoke regarding her outstanding qualifications.

Supervisor Schmitt added that Mr. O'Neill and Ms. Tennafrancia performed very well on their respective civil service exams.

CARMEL SEWER DISTRICT #1 EXTENSION #3 - REFUND OF 2009 AND 2010 OPERATION AND MAINTENANCE CHARGES AUTHORIZED - LAKE PLAZA SHOPPING CENTER LLC - TAX MAP NO. 65.10-1-45

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the refund of 2009 operation and maintenance charges for Carmel Sewer District #1 Extension #3 for the parcel known as Town of Carmel Tax Map No. 65.10-1-45 owned by Lake Plaza Shopping Center, LLC in the amount of \$6,750.00; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the refund of 50% of the 2010 operation and maintenance charges for Carmel Sewer District #1 Extension #3 for the parcel known as Town of Carmel Tax Map No. 65.10-1-45 owned by Lake Plaza Shopping Center, LLC in the amount of \$3,375.00.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

(Cont.)

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

Mr. Folchetti noted that the property card for the parcel stated Mahopac Drive-In Theatre d/b/a, Lake Plaza Shopping Center, LLC.

PUBLIC COMMENTS

Peter Creegan inquired how long it takes for a fire department member to become vested in the Service Award Program.

Supervisor Schmitt explained that at least twenty years of service in the volunteer fire department is required, as well as maintenance of a certain amount of service points.

David Gagliardi asked where the Deep Woods Estates Subdivision is located.

Supervisor Schmitt replied that it is located in Mahopac Woods, off of Beach Road and that the street name is Athena Court.

Councilman Lombardi reiterated that the purpose of the Service Award Program is to encourage new members to join the Town’s volunteer fire departments. He explained that points are credited to members for various services performed.

TOWN BOARD MEMBER COMMENTS

Supervisor Schmitt expressed congratulations to Girl Scout Gold Award recipients Caitlin Baranowski, Stefanie Bunyea, Michelle Furgiuele and Shannon Sullivan, who will be honored for their achievements at a ceremony on March 5th.

Supervisor Schmitt announced that the Carmel Rotary Club and the Carmel High School Interact Club will be hosting a benefit basketball shoot-out on March 13th from 11:00 a.m. to 2:00 p.m. at the Carmel High School.

Supervisor Schmitt announced that the tenth annual “Freezin’ for a Reason”, a fundraiser jump into Lake Mahopac to raise monies for Cystic Fibrosis research, will be held on March 19, 2011 at the Mahopac Golf Club.

Supervisor Schmitt acknowledged the recent passing of the last surviving veteran of WWI and thanked him for his service.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Lombardi, with all Town Board members present in agreement, the meeting was adjourned at 7:44 p.m.

Respectfully submitted,

Ann Garris, Town Clerk