

**KENNETH SCHMITT**  
*Town Supervisor*

**TOWN OF CARMEL**  
**TOWN HALL**

**ANN SPOFFORD**  
*Town Clerk*

**FRANK D. LOMBARDI**  
*Town Councilman*  
*Deputy Supervisor*

60 McAlpin Avenue  
Mahopac, New York 10541  
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**KATHLEEN KRAUS**  
*Receiver of Taxes*

**JOHN D. LUPINACCI**  
*Town Councilman*  
**SUZANNE MC DONOUGH**  
*Town Councilwoman*  
**JONATHAN SCHNEIDER**  
*Town Councilman*

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

**TOWN BOARD ORGANIZATIONAL MEETING**  
**Wednesday, January 7, 2015 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

1. Res: Setting Seating Order of the Town Board Members
2. Res: Setting Roll Call Voting Order of the Town Board Members
3. Res: Establishing Dates, Time and Location of Town Board Meetings
4. Res: Setting Rules of Order for Town Board Meetings
5. Res: Appointing Police Commissioners
6. Res: Designating Official Newspapers of the Town
7. Res: Designating Official Depositories
8. Res: Designating Insurance Agent
9. Res: Authorizing Petty Cash Funds for Fiscal Year 2015
10. Res: Setting Mileage Rate for Fiscal Year 2015
11. Res: Setting Rates for 2015 Highway Department Temporary Help
12. Res: Designating Council members as Liaisons to Special Committees
13. Res: Appointing Chairman to Town of Carmel Planning Board
14. Res: Appointing Chairman to the Town of Carmel Zoning Board of Appeals
15. Res: Reappointing Town of Carmel Wetlands Inspector
16. Res: Making Appointment to Town of Carmel Environmental Conservation Board
17. Res: Making Appointment to Town of Carmel Environmental Conservation Board
18. Res: Making Appointment to Town of Carmel Environmental Conservation Board

19. Res: Appointing Chairman to the Town of Carmel Environmental Conservation Board
20. Res: Appointing Vice-Chairman to the Town of Carmel Environmental Conservation Board
21. Res: Making Appointment to the Town of Carmel Board of Assessment Review
22. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
23. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
24. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
25. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
26. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
27. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
28. Res: Making Appointment to the Town of Carmel Lake Casse Park District Advisory Board
29. Res: Setting Salaries for Fiscal Year 2015 for Certain Officials of the Town and for Employees of the Town Not Covered By a Collective Bargaining Agreement
30. Res: Creating Position of Account Clerk II in the Comptroller's Office and Making Probationary Appointment (Michelle Tenefrancia)
31. Res: Authorizing Scheduling of Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts
32. Res: Accepting Proposal for Planning Consulting Services
33. Res: Authorizing Attendance of Officers and Employees to Attend the Association of Towns Conference
34. Res: Adopting Town of Carmel 2015 Subject Matter List and Office Retention Schedule
35. Res: Authorizing Execution of Member Agreement Endorsement with new York State Municipal Workers' Compensation Alliance
36. Res: For Review and Renewal of the Town of Carmel Procurement Policy
37. Amended Res: Establishing Seasonal/Temporary and Part-Time Workers Wage Rates

38. Amended Res: Setting Rates for 2015 Part-Time/Temporary Help
39. Res: Making Appointment to the Recreation and Parks Advisory Committee
40. Res: Making Appointment to the Recreation and Parks Advisory Committee
41. Res: Making Appointment to the Recreation and Parks Advisory Committee
42. Res: Authorizing Extension of Intermunicipal Agreement Between Town of Carmel and the County of Putnam
43. Res: Authorizing Payment of Vendor Claims and Purchase Orders
44. Res: Awarding Bid for Police Department Uniforms
45. Res: Awarding Bid for Dry Cleaning of Police Department Uniforms
46. Res: Awarding Bid for Daily Cleaning Services of Town of Carmel Police Department
47. Res: Appointing Hearing Officer

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

**Open Forum:**

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

# #1

## RESOLUTION SETTING SEATING ORDER OF THE TOWN BOARD MEMBERS

RESOLVED that the Town Board Members will be seated as follows (left to right): facing the dais: Jonathan Schneider, Frank Lombardi, Kenneth Schmitt, John Lupinacci and Suzanne McDonough

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #2

### RESOLUTION SETTING ROLL CALL VOTING ORDER OF TOWN BOARD MEMBERS

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

Jonathan Schneider  
John Lupinacci  
Suzanne McDonough  
Frank Lombardi  
Kenneth Schmitt

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

### #3

#### RESOLUTION ESTABLISHING DATES, TIME AND LOCATION OF TOWN BOARD MEETINGS

RESOLVED that all regular meetings of the Town Board of the Town of Carmel shall be held on the first and third Wednesdays of each month, commencing Wednesday, January 21, 2015, at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM and

BE IT FURTHER RESOLVED that all work sessions of the Town Board of the Town of Carmel shall be held on the second and fourth Wednesdays of each month commencing Wednesday, January 14, 2015, with the exception of the month of November where the work session shall be held on Tuesday, November 10, 2015 instead of Wednesday, November 11, 2014 and Tuesday, November 24, 2015, instead of Wednesday, November 25, 2015, and the month of December when no meetings shall be held on the fourth and fifth Wednesdays. All work sessions shall be held at the Town of Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, with the exception of the work session meeting to be held on Wednesday, April 22, 2015, which shall be held in the hamlet of Carmel at the Carmel Firehouse, Vink Drive, Carmel, NY at 7:00 PM.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #4

### RESOLUTION SETTING RULES OF ORDER FOR TOWN BOARD MEETINGS

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #5

### RESOLUTION APPOINTING POLICE COMMISSIONERS

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## #6

### RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS OF THE TOWN

RESOLVED that the Town Board of the Town of Carmel designates the Putnam County Courier and the Mahopac News as the official newspapers of the Town of Carmel for the year 2015; and

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #7

### RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES

RESOLVED that the Town Board of the Town of Carmel hereby designates any commercial bank authorized to do business in the State of New York as an official depository for Town of Carmel funds and investments provided all deposits are properly collateralized in accordance with New York State law and hereby authorizes the Town Supervisor to deposit funds in any authorized depository for fiscal year 2015 in order to obtain the maximum rate of interest on said deposits.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #8

### RESOLUTION DESIGNATING INSURANCE AGENT

RESOLVED that the Town Board of the Town of Carmel hereby appoints the Spain Agency, 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2015.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #9

### RESOLUTION AUTHORIZING PETTY CASH FUNDS FOR FISCAL YEAR 2015

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the establishment of Petty Cash Funds in the following departments at the following amounts for fiscal year 2015:

Supervisor \$200

Receiver of Taxes \$500

Justice Court \$200

Recreation \$200

Town Clerk \$200

Police Chief \$200

Bldg. Maintenance \$100

Supt. of Highways \$200

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #10

### RESOLUTION SETTING MILEAGE RATE FOR FISCAL YEAR 2015

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2015 at the IRS rate for 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #11

### RESOLUTION SETTING RATES FOR 2015 HIGHWAY DEPARTMENT TEMPORARY HELP

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for Highway Department temporary help for fiscal year 2015:

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #12

### RESOLUTION DESIGNATING COUNCIL MEMBERS AS LIAISONS TO SPECIAL COMMITTEES

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

**Councilman Frank Lombardi** – Liaison to Police Department, Highway Department, Special Legal Counsel, other Governmental Agencies including County, State and School Districts, and Libraries

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

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

**Councilman Jonathan Schneider** – Liaison to Highway Department, Finance, Administrative Boards to include Zoning, ECB, ARB and Ethics Board, Liaison to Hamlet of Carmel Civic Association, and other Government agencies including County, State and School Districts, and the local Chambers of Commerce

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #13

### RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Harold Gary as Chairman of the Town of Carmel Planning Board for the year 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## #14

### RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL ZONING BOARD OF APPEALS

RESOLVED that the Town Board of the Town of Carmel hereby appoints John Maxwell as Chairman of the Town of Carmel Zoning Board of Appeals for the year 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #15

### RESOLUTION REAPPOINTING TOWN OF CARMEL WETLANDS INSPECTOR

RESOLVED that the Town Board of the Town of Carmel hereby reappoints David Klotzle as Wetlands Inspector for the year 2015 at the salary contained in the 2015 Budget as adopted.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #16

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Carl Stone to the Town of Carmel Environmental Conservation Board for a term commencing retroactive to June 14, 2014 and expiring June 13, 2016.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #17

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Laga to the Town of Carmel Environmental Conservation Board for a term commencing retroactive to June 14, 2014 and expiring June 13, 2016.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #18

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anthony Dusovic to the Town of Carmel Environmental Conservation Board for a term commencing retroactive to June 14, 2014 and expiring June 13, 2016.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #19

### RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Carl Stone as Chairman of the Town of Carmel Environmental Conservation Board for the year 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**#20**

**RESOLUTION APPOINTING VICE-CHAIRMAN  
TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Laga as Vice-Chairman of the Town of Carmel Environmental Conservation Board for the year 2015.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #21

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL BOARD OF ASSESSMENT REVIEW

RESOLVED that the Town Board of the Town of Carmel hereby appoints Patrick Brophy to the Town of Carmel Board of Assessment Review for a term commencing retroactive to October 1, 2014 and expiring September 30, 2019.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## #22

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Jon Aquina to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #23

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints William Siclari to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #24

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Kim Kuglar to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**#25**

**RESOLUTION MAKING APPOINTMENT  
TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Mario Viscovich to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #26

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Lourdes Valle to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #27

### RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Ugo Fariselli to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**#28**

**RESOLUTION MAKING APPOINTMENT  
TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Scott Sterbens to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #29

### **RESOLUTION SETTING SALARIES FOR FISCAL YEAR 2015 FOR CERTAIN OFFICIALS OF THE TOWN AND FOR EMPLOYEES OF THE TOWN NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT**

RESOLVED that the Town Board of the Town of Carmel hereby sets the salaries for fiscal year 2015 for the following officials and employees of the Town not covered under the terms of a Collective Bargaining Agreement: Receiver of Taxes, , Town Comptroller, Town Engineer, Town Assessor, Director of Parks & Recreation, Deputy Town Clerk, Deputy Highway Superintendent, Confidential Secretary to the Supervisor/Assistant to the Town Board, and Fire Inspector at the amounts set forth in the 2015 budget as adopted.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## #30

### RESOLUTION CREATING POSITION OF ACCOUNT CLERK II IN THE COMPTROLLER'S OFFICE AND MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the position of Account Clerk II in the Town of Carmel Comptroller's Office and hereby appoints Michelle Tenefrancia on a probationary basis to said position, effective retroactive to January 1, 2015, at Group 4 Step 1 annual salary of \$46,923.26 and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SCHEDULING OF PUBLIC HEARING**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts for the year 2015, to be held on the 4<sup>th</sup> day of February, 2015 at the Town Hall, 60 McAlpin Avenue, Mahopac, NY at 7:00 p.m. or soon thereafter that evening as possible; said contracts to be advertised and posted as follows:

<b><u>Contractor</u></b>	<b><u>Services</u></b>	<b><u>Not to Exceed</u></b>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	<b>\$ 748,000.00</b>
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	<b>\$1,750,000.00</b>
Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	<b>\$ 530,000.00</b>
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	<b>\$ 110,000.00</b>
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	<b>\$ 12,800.00</b>

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

**Resolution**

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #32

### RESOLUTION ACCEPTING PROPOSAL FOR PLANNING CONSULTING SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Patrick Cleary of Cleary Consulting, Northport, NY, for the provision of planning consulting services fiscal year ending 2015, commencing immediately, for an annual sum not to exceed \$70,000.00, and

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

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

### **#33**

#### **RESOLUTION AUTHORIZING ATTENDANCE OF OFFICERS AND EMPLOYEES TO ATTEND THE ASSOCIATION OF TOWNS CONFERENCE**

WHEREAS the Annual Meeting and Training School of the Association of Towns is to be held in New York, NY from February 15<sup>th</sup> through the 18<sup>th</sup>, 2015; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the following officers and employees of the Town to attend the Association of Towns Conference in New York, NY and that the reasonable and necessary expenses of said persons be reimbursed by the Town upon audit and approval by the Town Comptroller to the extent reserved in the 2015 Conference and Seminars line of the Court Budget:

Joseph Spofford – Town Justice

Thomas Jacobellis – Town Justice

Patricia Genna – Court Clerk

Ann Petricig – Account Clerk

Marie Paprocki – Clerk to Justice

Lisa Laquidara – Clerk to Justice

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #34

### RESOLUTION ADOPTING TOWN OF CARMEL 2015 SUBJECT MATTER LIST AND OFFICE RETENTION SCHEDULE

RESOLVED that, upon the recommendation of Ann Spofford, Town Clerk, the Town Board of the Town of Carmel hereby adopts the Town of Carmel 2015 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #35

### RESOLUTION AUTHORIZING EXECUTION OF MEMBER AGREEMENT ENDORSEMENT WITH NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to execute the member agreement endorsement form with New York State Municipal Workers' Compensation Alliance (NYMWCA) in connection with the provision of workers compensation insurance coverage to the Town of Carmel for 2015

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



New York State  
Municipal Workers'  
Compensation Alliance

Gerald K. Geist  
Chairman

Michael E. Kenneally  
Executive Director

150 State Street, Albany, New York 12207 Phone: 518-465-0128 Fax: 518-465-0724  
www.compalliance.org

December 2, 2014

Mary Ann Maxwell  
Deputy Comptroller  
Town of Carmel  
60 McAlphin Avenue  
Mahopac, NY 10541

**RE: Workers' Compensation Funding Contribution  
January 1, 2015 – December 31, 2015**

Dear Ms. Maxwell:

A renewal funding contribution of \$943,700 has been developed for the Town of Carmel's fiscal year beginning on January 1, 2015 and ending on December 31, 2015. A breakdown by job classification used to determine your Comp Alliance funding contribution, along with your Certificate of Insurance and an invoice for your Comp Alliance funding contribution have been included with this letter.

**The funding contribution listed above does not include your estimated New York State assessment. You will receive a separate invoice for the estimated New York State assessment in the amount of \$23,672 at the end of January, 2015. The process for collecting the assessment is explained below, and is required by recent changes in law. Please take a moment to review the assessment process below, and do not hesitate to contact the Comp Alliance with any questions.**

The new law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your actual payroll, and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to make adjustments to the assessment rate during the fiscal year. Accordingly, the Comp Alliance will collect the estimated amount based on current payroll and the assessment rate in effect at the time of renewal.

As a member of the Comp Alliance, you are responsible for submitting quarterly payroll reports to the Comp Alliance so that we may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The new regulations require that the payroll reported to the Comp Alliance for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. The Comp Alliance will notify you of any changes in the assessment rate. **The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board.**



Plan Manager: Wright Risk Management  
333 Earle Ovington Blvd., Suite 505, Uniondale, NY 11553-3624  
Phone: 866-697-6922 Fax: 516-227-2352



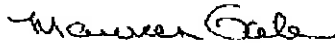
As the assessment fee that we collect is an estimate, the Comp Alliance will apply any overpayment or underpayment from the 2014 actual payment made to the Workers' Compensation Board to your 2015 estimated assessment invoice.

**If you have any questions about the new collection process for the New York State assessment, please contact us.**

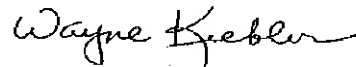
As a program designed exclusively for municipalities, we understand that local government resources are stretched. The Board of Trustees of the Comp Alliance, the Association of Towns of the State of New York (the Plan Administrator) and Wright Risk Management (the Plan Manager) remain committed to keeping rates stable and the costs of the program as low as possible for all members.

We value our relationship with the Town of Carmel and it is our intention to continue to deliver a dynamic and fiscally sound workers' compensation program to all members of the Comp Alliance for many years to come.

Very truly yours,



Maureen Gale  
Vice President, Workers'  
Compensation Underwriting  
516-750-9485  
[mgale@wrightinsurance.com](mailto:mgale@wrightinsurance.com)



Wayne Keebler  
Vice President, Workers  
Compensation Underwriting  
516-750-9358  
[wkeebler@wrightinsurance.com](mailto:wkeebler@wrightinsurance.com)

Cc: Ms. Rose Lavelle, Spain Agency

**New York State Municipal Workers' Compensation Alliance**

**INVOICE**

**Town of Carmel  
TCAR**

Attn: Mary Ann Maxwell, Deputy Comptroller  
Town of Carmel  
60 McAlphin Avenue  
Mahopac, NY 10541

Funding Period: 1/1/15 - 12/31/15

Date: 12/1/14

---

**Workers Compensation Funding Contribution**

General Municipal Employees	\$	711,299.00
Volunteer Fire Fighters	\$	204,751.00
Volunteer Ambulance Corps	\$	27,650.00
Total Funding	\$	943,700.00

---

Payment Type	Date Due	Amount Due
First Installment	January 1, 2015	\$ 235,925.00
Second Installment	April 1, 2015	\$ 235,925.00
Third Installment	July 1, 2015	\$ 235,925.00
Final Installment	October 1, 2015	\$ 235,925.00

---

Please Make Check Payable to:

N.Y.S. Municipal Workers' Compensation Alliance

Please Mail Check with Remittance Copy to:

Association of Towns of the State of New York  
150 State Street  
Albany, NY 12207  
Attention: Kim Splain

**New York State Municipal Workers' Compensation Alliance**

**REMITTANCE COPY**

**Town of Carmel  
TCAR**

Attn: Mary Ann Maxwell, Deputy Comptroller  
Town of Carmel  
60 McAlphin Avenue  
Mahopac, NY 10541

Funding Period: 1/1/15 - 12/31/15

Date: 12/1/14

---

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---

Please Make Check Payable to:

N.Y.S. Municipal Workers' Compensation Alliance

Please Mail Check with Remittance Copy to:

Association of Towns of the State of New York  
150 State Street  
Albany, NY 12207  
Attention: Kim Splain

## STATE OF NEW YORK WORKERS' COMPENSATION BOARD

# CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  Town of Carmel 60 McAlphin Avenue Mahopac, NY 10541	<b>1d. Business Telephone Number of Business referenced in box "1a"</b>  845-628-1500
<b>1b. Effective Date of Membership in the Group</b> <u>1/1/14</u>	<b>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</b>
<b>1c. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a"</b>
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b>  <div style="text-align: center;">Proof of Coverage</div>	<b>3. Name and Address of Group Self-Insurer</b>  NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE CLAIMS ADMINISTERED BY: WRIGHT RISK MANAGEMENT 333 EARLE OVINGTON BLVD., SUITE 505 UNIONDALE, NY 11553-3524

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

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

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

Certified by: Eric Hartcorn 01/01/2015 - 12/31/2015  
 (Print name of authorized representative of the Group Self-Insurer) Date

Certified by:   
 (Signature)

Title: PROGRAM MANAGER

Telephone Number 516-750-9409

## WORKERS' COMPENSATION LAW

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

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

2. 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

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

## **Commercial Insurance Proposal**

---

### ***Town of Carmel***

**60 McAlpin Ave.  
Mahopac, NY 10541**

**Proposed Effective Date:  
1/1/15 – 1/1/16**

**COVERAGE: Workers Compensation**

**Presented by Michael H. Spain**



## **Spain Agency, Inc.**

*Your Protection Is Our Business*

**625 Route 6  
Mahopac, NY 10541  
845-628-1700**

## **INTRODUCTION TO THE AGENCY**

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### **About US**

Spain Agency, Inc. is comprised of a team of professional, caring, conscientious people committed to maintaining the highest standard of excellence in all that we do. Our goal is to establish a firm, long lasting partnership, built on trust and service, with each of our clients.

We are an Independent Insurance Agency. We do not work for an insurance company; we work for you. We work on your behalf when you have a loss and follow through to see that you get fair, prompt payment and service.

We represent a carefully selected group of financially sound, reputable insurance companies; therefore, we are able to offer you the best coverage at the most competitive price.

Spain Agency, Inc. is prepared to provide you with a no cost, no obligation review and analysis of your insurance.

### **History**

Spain Agency has been building client loyalty through quality service since 1922. We have insured businesses throughout the United States and Canada through three generations from William H. Spain to William D. Spain to Michael H. Spain. Our knowledge and flexibility is channeled into specific areas of expertise, creating account teams who can service each of our clients needs.

For more than 90 years, Spain Agency has been providing professional and personal service to our clients, who range from local retail business to international firms. From common coverages to unusual risks, we manage all types of exposures by designing effective risk management and insurance programs.

Spain Agency's reputation and track record in the industry allow us to provide comprehensive coverages at competitive prices from a large array of financially sound insurance companies. We at Spain Agency strive to maintain the highest standard of excellence in all that we do and to establish a personal relationship with each of our clients.

### **Nationally Recognized**

Spain Agency, Inc. has received the prestigious National Best Practice designation since 1997 and was the recipient of the top award in 2005 and was runner up in 2007. Each year the Independent Insurance Agents and Brokers of America and nine Insurance Companies perform the Best Practice study. The Spain Agency has also been chosen as a member of elite group of Insurance Agents that participated in the Agency Peak Performance Exchange (APPEX) run by Marsh Berry consulting. Spain Agency has ranked as high as the third highest performing Agency countrywide that participates in the program.

Spain Agency Inc. is committed to providing the best possible service to all our clients.

Being a Spain Agency client, we can help mitigate risk, control losses and reduce claims. Technical information, safety programs, loss control services and training presentations can all assist in building a Risk Management Program for your business. A solid Risk Management Program can help you plan and control risk ensuring a safe working environment for you, your employees and your customers.

Preventing accidents is one of the most important ways a company can save money. Safety training is an integral part of a Risk Management and Safety Program. Training provides crucial knowledge to employees that can help keep them safe and on the job. Training also boosts moral and your employees know that you care about their safety.

Spain Agency is proud to provide our clients with an expansive library of Risk Management training tools. Let Spain Agency coordinate and conduct the onsite training at your facility. Training can be done for any size audience. Sessions can be arranged at any time to accommodate your companies' needs.

Here are just a few of the many classes we offer:

- Sexual Harassment Training
- Workplace Violence
- Fire and Life Safety
- OSHA 10 / OSHA 30 Courses
- Forklift Training
- Confined Spaces
- Hazardous Communications
- Blood Borne Pathogens
- Proper Lifting Techniques
- Personal Protective Equipment
- Ladder Safety
- Pesticide Handling
- Basic First Aid
- Preventing Slips & Falls
- Proper Use of Respirators
- Premises Inspections



## ***AGENCY SERVICE TEAM***

---

Welcome to **Spain Agency Inc!** Our hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Any other office hours are made by appointment. The service team assigned to manage your account is:

Kieran Boyle	x 281	Risk Manager	kboyle@spainins.com
Camille Nadel	x269	Account Representative	cnadel@spainins.com
Lori Glassman	x280	Claims Manager	lglassman@spainins.com
Eileen Hogan	x279	Claims Representative	ehogan@spainins.com
Michael H. Spain	x225	President	mspain@spainins.com
Brian Miles	x228	Vice President – Sales	bmiles@spainins.com
Linda Verrilli	X235	Personal Lines Team Leader	mkelly@spainins.com

Any of these staff members will be pleased to assist you with your service needs. Your primary contact will be **Camille Nadel**.

**Spain Agency Inc.**  
**www.spainins.com**  
625 Route 6  
Mahopac, NY 10541

845-628-1700 Phone  
845-628-1804 Fax

## ***WORKERS COMPENSATION / EMPLOYERS LIABILITY***

### **Coverage Detail**

Limits	Description
\$100,000	Employers Liability: Each Accident
\$500,000	Employers Liability: Disease – Policy Limit
\$100,000	Employers Liability: Disease – Each Employee
Included	Workers Compensation: Statutory Benefit

## ***PAYROLL BREAKOUT***

### **Classifications**

ST	Code	Description	Payroll
NY	9402	Street Cleaning	\$338,477
NY	9026	Building Operations	\$65,642
NY	8810	Clerical	\$2,154,234
NY	7590	Garbage-(Recycling)	\$84,401
NY	5506	Streets And Roads	\$1,532,733
NY	9102	Parks	\$265,406
NY	7720	Police	\$3,976,236
NY	8391	Auto Gas Station	\$348,349
NY	9015	Beach Bathhouse	\$50,000
NY	9063	YMCA- All Employees	\$125,200
NY	9410	Municipal Township	\$327,862
NY	8831	Hospitals – Veterinary	\$29,000
NY	7710	Volunteer Firefighters	INCLUDED
NY	7370	Volunteer Ambulance	INCLUDED
		<b>TOTAL PAYROLLS</b>	<b>\$9,297,540</b>

## **WORKERS COMPENSATION/EMPLOYERS LIABILITY**

### **New York State Worker's Compensation Alliance Worker's Compensation Funding Quote Page**

**Policy Period:** 01/01/15 - 01/01/16

The Town has experienced no change in payroll and no change in experience modification factor, and therefore, these exposure changes are reflected in this year's pricing.

In addition, NY State recently increased the benefit amount from \$803/week to approximately \$809/week, which has impacted the funding level.

### **COVERAGE SUMMARY**

#### **A. Coverage Summary**

Coverage (Part A)	Statutory
Employer's Liability (Part B)	Unlimited

#### **B. Program Enhancements**

- 1) No post-year premium audits. The premium quoted will not change for the entire funding period.
- 2) The Comp Alliance provides unlimited coverage for Employers Liability. Some competing programs offer sub-limits.
- 3) The Comp Alliance provides coverage for lost wages and medical coverage for volunteers. Some competing programs do not offer, or provide \$5,000 of coverage only.
- 4) Pro-active loss control services.
- 5) Aggressive claims management.
- 6) No charge for installment billing.

## **WORKERS COMPENSATION/EMPLOYERS LIABILITY**

---

The funding contribution shown does not include your estimated New York State assessment. You will receive a separate invoice for the estimated New York State assessment shortly. The new process for collecting the assessment is explained below, and is required by recent changes in law. Please take a moment to review the assessment process below.

The new law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your payroll, and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to make adjustments to the assessment rate during the fiscal year. Accordingly, the Comp Alliance will collect the estimated amount based on current payroll and the assessment rate in effect at the time of renewal.

As a member of the Comp Alliance, you are responsible for submitting quarterly payroll reports to the Comp Alliance so that they may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The new regulations require that the payroll reported to the Comp Alliance for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. The Comp Alliance will notify you of any changes in the assessment rate. **The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board.**

Town of Carmel

## ***PREMIUM SUMMARY***

Policy Term: 1/1/15 – 1/1/16

### **Premiums**

<b>Line of Business</b>	<b>Insurance Company</b>	<b>2014-2015 Expiring Premium</b>	<b>2015-2016 Renewal Premium</b>
Workers Compensation Funding	NY State Municipal Workers Compensation Alliance	\$910,309.00	\$943,700.00
Estimated NYS Assessment		\$23,095.00	\$23,672.00
<b>Estimated TOTAL</b>		<b>\$933,404.00</b>	<b>*\$967,372.00</b>

\*Original renewal estimate provided was \$985,000.

#### **DISCLAIMER**

THIS DOCUMENT SUMMARIZES THE PROPOSAL FOR YOUR INSURANCE. THIS IS NOT A CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT WITHOUT REGARD TO ANY STATEMENT MADE IN THIS PROPOSAL.

## CLAIMS SUMMARY

YEAR	CARRIER	# CLAIMS	RESERVE	PAID	TOTAL
2014-2015	Comp Alliance	26	\$70,011	\$6,919	\$76,930
2013-2014	PERMA	33	\$136,158	\$239,956	\$376,114
2012-2013	Comp Alliance	28	0	\$154,956	\$154,956
2011-2012	Comp Alliance	31	\$1,375	\$176,899	\$178,274
2010-2011	Comp Alliance	38	\$5,079	\$525,238	\$530,317
TOTAL		156	\$212,623	\$1,103,968	\$1,316,591
5 YR. AVG.		31	\$42,525	\$220,794	\$263,318

### Experience Modification Rate History

2015: 1.15  
 2014: 1.15  
 2013: 1.29  
 2012: 1.42  
 2011: 1.16

## #36

### RESOLUTION FOR REVIEW AND RENEWAL OF THE TOWN OF CARMEL PROCUREMENT POLICY

WHEREAS Section 104-b of the General Municipal Law requires the governing body of every municipality to annually review their Official Procurement Policy, for the purchase of all goods and services which are not required by law to be publicly bid; and

WHEREAS the Town Board deems that no revisions are necessary at this time,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby renews the Procurement Policy which is attached hereto and made a part of hereof and designates the Town Comptroller's Office to distribute the policy to all department heads; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby designates the responsible purchasing agents and titles as set forth within the aforesaid policy.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

# **TOWN OF CARMEL**

## **PROCUREMENT POLICY AND PROCEDURES**

(Revised December 2014)

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

### **PURPOSE**

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

### **I. ANALYZE THE PROPOSED PROCUREMENT/PURCHASE**

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

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



## CATEGORIES OF PROCUREMENTS/PURCHASING

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

Procurement Category	Subject to Competitive Bidding (§103)	Procurement Policy (§104-b)	Reference Law
<b>Purchase and Public Works Contracts:</b>			
1. Purchase Contract – Above \$20,000	X		103 GML
2. Purchase Contract – Below \$20,000		X	104 GML
3. Contract for Public Work – Above \$35,000	X		103 GML
4. Contract for Public Work – Below \$35,000		X	104 GML
<b>Procurement Exempt from GML §103 and §104-b</b>			
5. Agencies for Blind or Severely Handicapped, etc.		X	175-b SFL
6. Correctional Institutions		X	184 CL
7. State Contract		X	104 GML
8. County Contract		X	103(3) GML
<b>Procurement Exempt from GML §103 and 104b</b>			
9. Emergencies (See section below)		X	103(4) GML
10. Sole Source (See section below)		X	103(4) GML
11. Professional Services		X	103(4) GML
12. True Leases		X	103(4) GML
13. Insurance		X	103(4) GML
14. Second-Hand Equipment from Another Government		X	103(6) GML

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

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

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

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

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

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

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

TYPE AND AMOUNT OF PROCUREMENT	VERBAL QUOTES		WRITTEN QUOTES	OFFICIAL RFPS	EXCEPT EXEMPT
	0	3	AUTHORIZING RESOLUTION REQUIRED 3		
Purchase Contracts Below \$20,000					
200 - 999	X				
1,000 - 4,999		X			
5,000 - 9,999			X		
10,000 - 19,999				X	
Public Work Contracts Below \$35,000					
Under 1,000	X				
1,000 - 4,999		X			
5,000 - 19,999			X		
* 20,000 - 34,999				X	
Emergencies					X
Insurance					X
Professional Services				X	X
True Leases					X
Second-Hand Equipment from other Govts.					X
Sole Source Providers					X

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

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

## III. DOCUMENT ACTIONS TAKEN

With respect to any Purchase Contract or Public Works Contract requiring verbal or written quotes pursuant to this policy, all quotes received must be submitted to the Comptroller's Office for review prior to any purchase or commencement of any public work.

Any purchase or public works contract \$4,999.00 or below in value, as well as certain purchase contracts and/or public works contracts for Highway Department, may be authorized for payment by General Resolution of the Town Board upon Audit and Review by the Town Comptroller.

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

Distinguish between contracts for public works and purchase contracts. In general, purchase contracts involve the acquisition of commodities, materials, supplies or equipment, while contracts for public work

involve services, labor or construction. Each procurement must be reviewed on a case-by-case basis and a determination made as to what kind of contract is involved.

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

- a description of the facts giving rise to an emergency and a statement of how the situation meets the statutory criteria
- a description of the particular professional services and a statement of what general criteria apply
- copies of state or county contracts
- opinions of the municipal attorney
- a description of sole source items and how such determinations were made.

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

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

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

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

#### IV. PROCUREMENT FROM OTHER THAN LOWEST RESPONSIBLE DOLLAR OFFERED

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

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

#### V. GOVERNING BOARD EXCEPTIONS

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

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

VI. INPUT FROM OFFICERS INVOLVED IN PROCUREMENT

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

VII. UPDATING THE POLICIES AND PROCEDURES

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

VIII. UNINTENTIONAL FAILURE TO COMPLY

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

**IX. RESPONSIBLE PURCHASING AGENTS – NAMES AND TITLES**

Pursuant to Chapter 402 of the Laws of 2007, effective January 1, 2015, as required under Section 104 of the NYS General Municipal Law, the Town is including the names of the municipal officials responsible for purchasing decisions, as follows:

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

**X. REIMBURSEMENT FOR EXPENSES \$15.00 OR LESS**

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

## #37

### RESOLUTION ESTABLISHING SEASONAL/TEMPORARY AND PART-TIME WORKERS WAGE RATES

RESOLVED that the Town Board of the Town of Carmel hereby sets the Seasonal/Temporary-Full-Time Workers maximum wage rates for the following title effective retroactive to January 1, 2015:

#### SEASONAL/TEMPORARY FULL TIME WORKERS

<u>POSITION AND/OR TITLE</u>	<u>HOURLY WAGE RATE BASED ON CUMULATIVE HOURS OF SERVICE:</u>			
	<u>0-500</u>	<u>501-1000</u>	<u>1001-1500</u>	<u>1501-XXXX</u>
Seasonal/Temp.	\$12.50	\$13.50	\$14.50	\$15.50

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #38

### RESOLUTION SETTING RATES FOR 2015 PART-TIME/TEMPORARY HELP

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for temporary in the following departments for fiscal year 2015:

Department	Minimum	Maximum	Comments
Accounting	13.00/hr	\$20.00/hr	Commensurate with Experience
Police	13.00/hr	\$20.00/hr	Commensurate with Experience
Town Clerk	13.00/hr	\$20.00/hr	Commensurate with Experience
Engineering	13.00/hr	\$20.00/hr	Commensurate with Experience
Recreation	13.00/hr	\$20.00/hr	Commensurate with Experience
Planning	13.00/hr	\$20.00/hr	Commensurate with Experience

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**#39**

**RESOLUTION MAKING APPOINTMENT TO THE  
RECREATION AND PARKS ADVISORY COMMITTEE**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Michael Berg to the Town of Carmel Recreation and Parks Advisory Committee for a term retroactive to January 1, 2015 and expiring December 31, 2017.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## #40

### RESOLUTION MAKING APPOINTMENT TO THE RECREATION AND PARKS ADVISORY COMMITTEE

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Austin Decker to the Town of Carmel Recreation and Parks Advisory Committee for a term retroactive to January 1, 2015 and expiring December 31, 2017.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #41

### RESOLUTION MAKING APPOINTMENT TO THE RECREATION AND PARKS ADVISORY COMMITTEE

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Neal Sullivan to the Town of Carmel Recreation and Parks Advisory Committee for a term retroactive to January 1, 2015 and expiring December 31, 2017.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #42

### RESOLUTION AUTHORIZING EXTENSION OF INTERMUNICIPAL AGREEMENT BETWEEN TOWN OF CARMEL AND THE COUNTY OF PUTNAM

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the extension of the Intermunicipal Agreement between the Town of Carmel and the County of Putnam, concerning shared services and machinery between the Town of Carmel Highway Department and The County of Putnam Department of Highways and Facilities in general form and content as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute said agreement on behalf of the Town of Carmel.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**INTERMUNICIPAL AGREEMENT**  
**Between**  
**THE COUNTY OF PUTNAM**  
**And**  
**THE TOWN OF CARMEL**

090181

THIS AGREEMENT, made and entered into this 1 day of April, 2009, by and between the COUNTY OF PUTNAM, a municipal corporation located at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter the "COUNTY") and the TOWN OF CARMEL, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter the "TOWN"),

**WITNESSETH:**

WHEREAS, this Agreement is made pursuant to General Municipal Law, Article 5-G; and

WHEREAS, it is in the interests of the taxpayers of the COUNTY and the TOWN to share resources in the undertaking of public works and other municipal improvement projects from time to time; and

✓ WHEREAS, the COUNTY currently owns and operates a salt storage facility located at 454 Route 6N in Mahopac, New York 10541 (hereinafter the "Salt Storage Facility"); and

✓ WHEREAS, the TOWN desires to store an amount of salt and/or sand at the COUNTY's Salt Storage Facility sufficient for one (1) to two (2) storm events, and access such stored salt and/or sand using its own trucks and personnel;

✓ WHEREAS, the TOWN currently owns and operates a liquid brine facility located at 118 Old Route 6 in Carmel, New York 10512 (hereinafter the "Brine Facility"); and

✓ WHEREAS, the COUNTY desires to bring salt to the Brine Facility for conversion into liquid brine by the TOWN; and

WHEREAS, the COUNTY desires to access the liquid brine stored at the Brine Facility;  
and

WHEREAS, the TOWN currently owns and operates a fuel storage facility located at the garage at the TOWN's Highway Department located at 55 McAlpin Avenue in Mahopac, New York 10541 (hereinafter the "Garage"); and

WHEREAS, the COUNTY desires access to the fuel stored at the TOWN's Garage when needed in emergency situations, and will pay the TOWN a fee for such fuel taken, at a rate equal to the price of fuel on the day that the fuel was accessed by the COUNTY; and

WHEREAS, the COUNTY desires access to water at the TOWN's Garage when needed in emergency situations; and

WHEREAS, each party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) which may be available from time-to-time; and

WHEREAS, it is possible to make such equipment and/or personnel available for use by each party when it is in the public interest; and

WHEREAS, such general cooperative services are generally of short duration, unanticipated and/or in response to emergency situations; and

WHEREAS, it is expected that general cooperative services, in whatever form, will be reciprocal and roughly equal over a period of time, and that the exchange and sharing of trucks and personnel will result in most effective work performance at minimal extra cost to either party; and

WHEREAS, flexibility in operating local governments and their public works program is necessary to insure efficiency and maximum benefits; and

WHEREAS, each party has authorized their respective highway commissioners (or superintendents) to act using their discretion pursuant to this Agreement; and

WHEREAS, general oversight by appropriate municipal officials will be accomplished through regular reports by the appropriate department head to their respective legislature/board.

NOW, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. COUNTY hereby authorizes its Commissioner of Highways and Facilities to permit TOWN to store salt and/or sand at the COUNTY's Salt Storage Facility, and to permit TOWN's Highway Department and its employees and agents to access TOWN's stored salt and/or sand.

2. TOWN shall install a meter to each of the pumps for the liquid brine tanks at the Brine Facility.

3. TOWN agrees to convert into liquid brine the salt brought by COUNTY to the Brine Facility.

4. TOWN hereby authorizes its Highway Department to permit COUNTY's Department of Highway and Facilities, its employees and agents to access an amount of liquid brine equivalent to the amount of liquid brine produced by the salt brought by COUNTY to the Brine Facility.

5. In accessing the liquid brine stored at TOWN's Brine Facility, COUNTY shall:

- a. Keep records of the amount of liquid brine that the COUNTY has taken from the TOWN's Brine Facility and provide copies of this documentation to the TOWN for verification.

- b. Keep records of the days and hours (as appropriate) that the COUNTY has accessed the liquid brine in TOWN's Brine Facility, and provide copies of this documentation to the TOWN for verification.
6. TOWN hereby authorizes its Highway Department to permit COUNTY's Department of Highway and Facilities, its employees and agents to access fuel at the TOWN's Garage if needed in emergency situations.
7. In accessing the fuel stored at TOWN's Garage, COUNTY shall:
- a. Keep records of the amount of fuel that the COUNTY has taken from the TOWN's Garage and provide copies of this documentation to the TOWN for verification.
  - b. Keep records of the days and hours (as appropriate) that the COUNTY has accessed the fuel in TOWN's Garage, and provide copies of this documentation to the TOWN for verification.
8. COUNTY agrees to pay the TOWN a fee for such fuel taken, at a rate equal to the price of fuel on the day that the fuel was accessed by the COUNTY.
9. TOWN hereby authorizes its Highway Department to permit COUNTY's Department of Highway and Facilities, its employees and agents to access to water at the TOWN's Garage when needed in emergency situations; and
10. Both parties further authorize their respective Commissioner of Highways and Facilities and Superintendent of Highways to exchange resources including equipment and personnel ("cooperative services") subject to the conditions set forth in Paragraphs 11 through 14 below, including all subparagraphs.

11. The exchange of cooperative services is strictly voluntary and should not in any way hamper or delay the work within the provider municipality.

12. The municipality providing cooperative services shall:

- a. Be responsible for injury to any of its employees if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7).
- b. Pay its personnel as it would if the work were performed for the provider municipality.
- c. Be liable for negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the performance of their duties for the provider municipality.

13. The receiver municipality shall:

- a. Provide fuel, lubrication, oil, minor repairs and materials as needed during the course of its use of the borrowed equipment.
- b. Be responsible for coordinating the safe and efficient use of borrowed equipment by qualified personnel and be responsible for releasing this equipment as soon as it is not needed.
- c. Be responsible for injury to any of its employees if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7).
- d. Be liable for negligence of its employees, agents and officers occurring in connection with the use of the borrowed equipment, including but not limited to any repairs to or replacement of the borrowed equipment required due to damage to the borrowed equipment caused by the negligence of the receiver municipality, its employees, agents and officers.



e. Reciprocate to the provider municipality relating to the cooperative services when requested to do so.

f. Release this equipment in the event the provider municipality requires the use of the equipment.

14. The cost of maintenance and repairs arising from general wear-and-tear of the equipment shall be shared by both the provider and receiver municipality. Each municipality's share of such costs shall be determined on a case-by-case basis by each municipality's respective Commissioner of Highways and Facilities and Superintendent of Highways or their respective designees.

15. The term of this agreement shall commence upon execution and continue until April 30, 2010, and shall renew automatically on May 1<sup>st</sup> of each year, for twelve (12) month terms, unless modified or terminated by either party in writing upon sixty (60) days notice.

16. Both parties do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance, and automotive insurance relative to the various services to be performed herein with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Prior to execution of this document, TOWN shall provide to COUNTY a certificate of insurance in accordance with the insurance requirements contained in Schedule "A" entitled "Standard Insurance Provisions", attached and made a part of this Agreement.

17. Each party hereto does hereby covenant and agree, to the fullest extent permitted by applicable law, to protect, defend, indemnify and hold the other party and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and

character arising directly out of the negligent acts or omissions of the indemnitor under this Agreement and/or the performance hereof, unless the liability was created by the sole and exclusive negligence of the indemnitee.

18. In accordance with the provisions of section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.

19. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

**TOWN OF CARMEL:** Town Supervisor  
60 McAlpin Road  
Mahopac, New York 10541

**PUTNAM COUNTY:** County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512  
  
Department of Highways and Facilities  
842 Fair Street  
Carmel, New York 10512

20. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

21. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.


22. This agreement is governed by the laws of the State of New York.

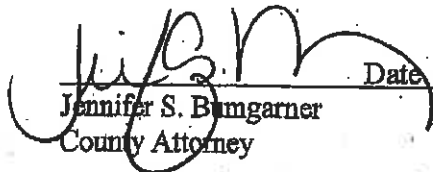
23. Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall be settled by an arbitration venued in Putnam County, which arbitration will be conducted in accordance with the laws of the State of New York by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

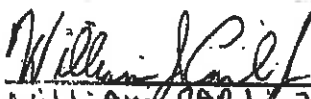
24. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in  
Carmel, New York, on the date hereinabove set forth.

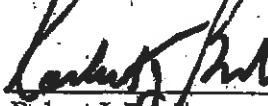
READ & APPROVED:

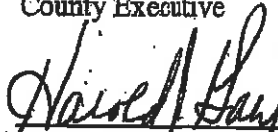
 Date 3/21/09  
Richard B. Honeck  
Risk Manager

 Date 3-31-09  
Jennifer S. Bumgarner  
County Attorney

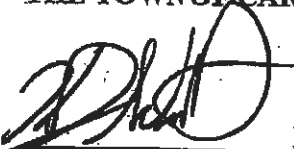
 Date 3/27/09  
WILLIAM CARL  
Commissioner of Finance

THE COUNTY OF PUTNAM:

 Date 4/1/09  
Robert J. Hone  
County Executive

 Date 3/16/09  
Harold J. Gay, Commissioner  
Highways & Facilities

THE TOWN OF CARMEL:

 Date \_\_\_\_\_  
Town of Carmel  
60 McAlpin Road  
Carmel, New York 10512

By: Kenneth Schmitt  
Please Print Name & Title  
Supervisor

**ACKNOWLEDGMENT OF PUTNAM COUNTY:**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF PUTNAM     )

On this 1 day of April, 2009 before me personally came **ROBERT J. BONDI** to me known, who being by me duly sworn, did depose and say that he resides at Mahopac, New York; that he is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.


  
Notary Public

MAUREEN BERNARD  
Notary Public, State of New York  
No. 01BE6106698  
Qualified in Putnam County  
Commission Expires May 10, 2012

**ACKNOWLEDGMENT OF TOWN OF CARMEL:**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF Putnam     )

On this 5<sup>th</sup> day of March, 2009 before me personally came Kenneth Schmitt to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

  
ANN GARRIS  
Notary Public, State of New York  
Qualified in Putnam County  
No. 01GA8146807  
Commission Expires May 22, 2010

**SCHEDULE "A"**  
**PUTNAM COUNTY INSURANCE REQUIREMENTS**

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:  
 UNDER THE CERTIFICATE HOLDER SECTION:

COUNTY OF PUTNAM  
 48 GLENEIDA AVENUE  
 CARMEL, NEW YORK 10512  
 ATTN.: LAW DEPT./RISK MANAGER

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS) ON THE INSURANCE  
 CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE CONTRACTORS GENERAL  
 LIABILITY AND OR PROFESSIONAL LIABILITY."

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County Property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

THE KINDS OF INSURANCE, LIMITS, AND/OR CONDITIONS ARE AS FOLLOWS:

- A. Workers' Compensation --Statutory - covering all operations and all locations involved in the contract. (Also New York State Disability Benefits.)
- B. Commercial General Liability - covering all operations and all locations involved in the contract, including the following coverages:
  - \$2,000,000 General Aggregate
  - 5,000 Medical Expense Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$ 50,000 Fire Damage Legal Liability Limit
- C. Commercial Automobile Liability - Covering all operations and locations involved in the contract, including the following coverages:
  - (1) Owned Automobiles
  - (2) Hired Automobiles
  - (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits.

- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per occurrence.

E. Excess Umbrella

Limits depending on the following contract size.

\$100,000 - \$250,000 - 1 million

\$250,001 - \$500,000 - 5 million

\$500,000+ 10 million

F. Bid, Performance/Payment, Labor & Material Bonds

Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing.

**STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:**

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies); if being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy of policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



**John Tully**  
Deputy Commissioner

DEPARTMENT OF  
HIGHWAYS & FACILITIES

842 Fair Street  
Carmel, New York 10512  
Phone: 845-878-6331 Fax: 845-808-1908

# Putnam County IMA Request Form

Date of Request: \_\_\_\_\_

Municipality Name: \_\_\_\_\_

**Items Requested:**

**Equipment:** \_\_\_\_\_

**Labor:** \_\_\_\_\_

**Materials:** \_\_\_\_\_

**Date Needed:** \_\_\_\_\_

**Duration of Use:** \_\_\_\_\_

**Transportation Required?** ☐ YES ☐ NO

**Do you have a qualified operator for the borrowed equipment?**      ☐ YES      ☐ NO

If not, are you requesting the provision of an operator as well? ☐ YES ☐ NO

**Do you have a qualified supervisor of the site and activities?** ☐ YES ☐ NO

Is there an IMA currently in place? ☐ YES ☐ NO

**Scope of work and details:**

\_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
Signature of Town Highway Superintendent/Other Authorized Town Designee

## #43

### RESOLUTION AUTHORIZING PAYMENT OF VENDOR CLAIMS AND PURCHASE ORDERS

WHEREAS, the Town Board of the Town of Carmel has adopted its procurement policy with respect to the purchase and provision of goods and services in and for the Town of Carmel; and

WHEREAS, the Town Board wishes to authorize the payment of certain vendor claims and/or purchase orders by Town Comptroller Mary Ann Maxwell, the value of which are below a certain cost threshold upon audit and approval by the Town Comptroller without the need for additional Town Board action;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the payment of all vendor claims, requisitions and purchase orders below \$5,000 in value/amount, provided same have been submitted in accordance with the adopted Town of Carmel Procurement Policy; and

BE IT FURTHER SOLVED that Town Comptroller Mary Ann Maxwell is hereby authorized to pay such vendor claims, requisitions and purchase orders below the monetary threshold authorized herein, upon her audit and approval without further action of the Town Board.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## #44

### RESOLUTION AWARDING BID FOR POLICE DEPARTMENT UNIFORMS

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Police Department uniforms for the Town of Carmel Police Department in fiscal year 2015, and

WHEREAS such bids were received and opened on December 11, 2014; and

WHEREAS Chief of Police Michael Cazzari has recommended the awarding of the bid as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for Police Department uniforms to Buckshollow Emergency Equipment Corporation, 15 Secor Road, Mahopac, NY, the lowest responsible bidder who met specifications, at the following bid prices:

- Blauer Gore-Tex with liner #9010: \$205.00 each;
- 5.11 Valian Duty Jacket: \$226.00 each
- Dress blouse Class A NYPD Style-Model #100: \$198.00 each
- Summer Cap 8 point: \$25.00 each;
- Winter Cap 8 point: \$25.00 each;
- Rain Coat: \$115.00 each;
- Summer Shirt #71183: \$39.00 each
- Blauer 8910 Summer shirt: \$40.00 each;
- Blauer #8900 Winter shirt: \$44.00 each;
- Winter Shirt #72344: \$39.00 each;
- Blauer #8561P7 pants: \$78.00 each;
- Blauer #8810X pants: \$52.00 each;
- #74338 Pants: \$52.00 each;
- #74326 Pants: \$42.00 each;
- Short sleeve polo #71049: \$44.00 each;
- Long sleeve polo #72049: \$46.00 each.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

2015

BID SPECIFICATIONS FOR UNIFORM BID

Blauer Gore-Tex Coat with liner, with reflective collar and reflective sleeves – model # 9010 \*

9010 jacket has been replaced by 9910Z \$ 205.00 each

5.11 Valiant Duty Jacket – patched on both outer and inner soft-shell liner – model #48153 \*

\$ 226.00 each

Dress Blouse – Class A  
NYPD Style – Model# 100  
Hope Manufacturer \*

\$ 198.00 each

Cap (summer) 8 point

\$ 25.00 each

Cap (winter) 8 point

\$ 25.00 each

Rain Coat

\$ 115.00 each

Shirt (summer) \*

Blauer # 8910  
Polyester/Rayon blend

\$ 40.00 each

5.11 #71183  
Polyester/Cotton blend

\$ 39.00 each

Shirt (winter) \*

Blauer #8900  
Polyester/Rayon blend

\$ 44.00 each

5.11 #72344  
Polyester/Cotton blend

\$ 39.00 each

BUCKSHOLLOW EMERGENCY EQUIPMENT CORP  
15 SECOR ROAD  
MAHOPAC, NY 10641

www.bsec.us

Pants — \*\*

Blauer #8561P7  
(14.5 oz. wool blend) \$ 78.00 each

5.11 #74338  
Polyester/Cotton blend \$ 52.00 each

Pants —

Blauer #8810X \$ 52.00 each  
(6.6 oz. Twill, Cotton Blend Fabric)

5.11 #74326 Poly/cotton  
Polyester/Cotton blend \$ 42.00 each

Polo Shirts

Short Sleeve \*\*\*  
5.11 #71049 \$ 44.00 each

Long Sleeve \*\*\*  
5.11 #72049 \$ 46.00 each

\* Includes sewing flag & patch on garment. U.S. Flag to be included as part of garment price.  
Patch to be supplied by Department.

\*\* Side seaming waist to hem, according to Rank, ½ braid for Police Officer and 1" braid for Sergeant(s) and Lieutenant(s).

\*\*\* Embroidered police shield left chest, POLICE in silver or gold back on the back of shirt.



Instructions to bidders:

1. The bidder must maintain a showroom within a thirty-five (35) mile radius of the Town of Carmel.
2. The bidder, upon request, must schedule at least three (3) measurements at the Town of Carmel Police Department headquarters to accommodate the three (3) Tour rotation work schedule.
3. The bidder must have on-site facilities for the alterations and repair of uniforms.
4. All articles of clothing shall be free of damage and defects of any kind. Upon the Police Department's request, each bidder must submit samples, without any expense to the Town of Carmel Police Department.
5. The Town of Carmel has the option to choose the vendor that would best serve the interest of the Department.

Legal name of bidder: BUCKSHOLLOW EMERGENCY EQUIPMENT CORP

A/k/a (if applicable): \_\_\_\_\_

Address: 15 SECOR ROAD, MAHOPAC, NY 10541

Telephone # ( 845 ) 526 1400

Print Representative's name: MICHAEL S. KLEIN

  
(Representative's signature)

Date: DEC 11, 2014

BUCKSHOLLOW EMERGENCY EQUIPMENT CORP  
15 SECOR ROAD  
MAHOPAC, NY 10541

www.beec.us

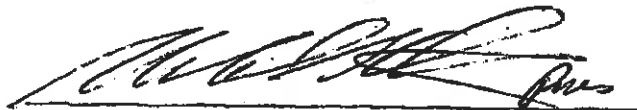
TOWN OF CARMEL

Non-Collusive Bidding Certification

By submission of this bid or proposal, the undersigned bidder(s) (certified) (certify) that to the best of (his) (their) knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid.

IN WITNESS WHEREOF, (we) (I) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the DEC 11 day of 20 14 .



(Signature of Individual Signing Bid)

BUCKSHOLLOW EMERGENCY EQUIPMENT CORP

By MICHAEL S. KLEIN PRESIDENT

Corporate Seal

## #45

### RESOLUTION AWARDING BID FOR DRY CLEANING OF POLICE DEPARTMENT UNIFORMS

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for dry cleaning of Police Department uniforms for the Town of Carmel Police Department in fiscal year 2015, and

WHEREAS such bids were received and opened on December 11, 2014; and

WHEREAS Chief of Police Michael Cazzari has recommended the awarding of the bid as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the dry cleaning of Police Department uniforms to SRP of Putnam Valley, Inc., Sal's Dry Cleaning, 141 Route Six, Mahopac, NY, the lowest responsible bidder who met specifications.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



2015

2

**BID SPECIFICATIONS  
FOR UNIFORM CLEANING BID**

The one unit \* price is for the dry cleaning of the following articles comprising a police uniform and a civilian suit.

\* One unit shall consist of EITHER a shirt, OR a (1) pair of pants, OR a jacket, OR a tie, OR a skirt, OR a sweater, OR a uniform hat.

The bid includes the replacing of missing buttons; said missing buttons and necessary stitching thread must match the originally placed button(s) and stitching thread. The price for alterations of pants is for one pair (two legs).

Billing invoices must be submitted monthly.

The business must be located in the Town of Carmel, and must be open at least five (5) days a week from 8 am to 5 pm for pick up and drop off.

=====

**BID FORM**

My one (1) unit bid is Two dollars fifty cents \$ 2.50  
(written form)

My bid for pants alteration is Eight dollars \$ 8.00  
(Lengthen/shorten legs) (written form)

Legal name of bidder: SRP of Putnam Valley Inc

A/k/a (if applicable): SAL'S Dry Cleaning

Address: 141 Route 6 - Mahopac Village Center, Mahopac, NY 10541

Telephone # (845) 621-2860

Print Representative's name: Vinnie Pascarella  
Vinnie Pascarella  
(Representative's signature)

Date: Dec 4, 20 14

TOWN OF CARMEL

Non-Collusive Bidding Certification

By submission of this bid or proposal, the undersigned bidder(s) (certified) (certify) that to the best of (his) (their) knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid.

IN WITNESS WHEREOF; (we) (I) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the Dec 5 day of 20 14.



\_\_\_\_\_  
(Signature of Individual Signing Bid)

\_\_\_\_\_  
By \_\_\_\_\_

Corporate Seal

## #46

### RESOLUTION AWARDING BID FOR DAILY CLEANING SERVICES TOWN OF CARMEL POLICE DEPARTMENT

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for daily cleaning services for the Police Department for fiscal year 2015 , and

WHEREAS such bids were received and opened on December 11, 2014; and

WHEREAS Chief of Police Michael Cazzari has recommended the awarding of the bid as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the contract for cleaning services for the Police Department for the year 2015 to CTE Incorporated–Reliable Cleaning Systems, Carle Place, NY, the lowest responsible bidder who met specifications at a total cost of \$9,468.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates, as required by the bid specifications and in form as approved by the Town Counsel, the Supervisor is authorized to sign the contract, in form as contained in the bid specifications for the performance of said services.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**TOWN OF CARMEL**  
Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541  
845-628-1500

1

Bid Form  
For  
**CLEANING SERVICES - CARMEL POLICE DEPARTMENT**  
Per attached specifications

\$ 9,468.00  
Per Year

NINE THOUSAND FOUR HUNDRED  
SIXTY EIGHT + 00/100 DOLLARS  
Amount written in words

Gwendolyn A. Bennett - GWENDOLYN A. BENNETT  
Representative's Signature

CTE INCORPORATED - RELIABLE CLEANING SYSTEMS  
Bidders Legal Name

450 WESTBURY AVE. CARLE PLACE, N.Y. 11514 / P.O. Box 2180  
Address PEEKSKILL, N.Y. 10566

(516) 326-8700 / (845) 737-4218  
Telephone Number

12/4/14  
Date

**BID MUST BE SUBMITTED ON THIS FORM**

TOWN OF CARMEL

Non-Collusive Bidding Certification

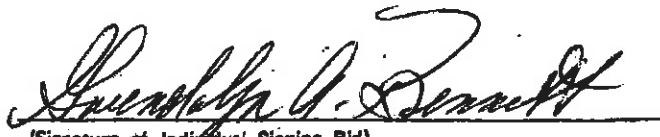
By submission of this bid or proposal, the undersigned bidder(s) (certified) (certify) that to the best of (his) (their) knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor.

(b) The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid.

IN WITNESS WHEREOF; (we) (I) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the 4th day of DECEMBER 2014.

  
(Signature of Individual Signing Bid)

CTF INC., RELIABLE CLEANING SYSTEMS  
By Geraldine A. Bennett, Corporate Secretary

Corporate Seal

## #47

### RESOLUTION APPOINTING HEARING OFFICER

WHEREFORE, Michael Simone, Town of Carmel Highway Superintendent, has filed Charges of Misconduct and Incompetence dated December 30, 2014 against Town employee #1717 pursuant to Section 75 of the New York Civil Service Law;

WHEREFORE, pursuant to Section 75 of the New York Civil Service Law, a hearing on the charges will be held before a hearing officer, who shall make a record of such hearing, which shall, with the hearing officer's recommendations, be referred to the Town Board for review and decision on the Charges of Misconduct and Incompetence.

NOW THEREFORE BE IT RESOLVED that the Town Board appoints Robert Ponzini, Esq. as hearing officer to conduct the hearing on the Charges of Misconduct and Incompetence issued to Town employee #1717. The date and time of such hearing will be determined at a later date.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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