

**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**

**KATHLEEN KRAUS**  
*Receiver of Taxes*

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

**Tel. (845) 628-1500 • Fax (845) 628-6836**  
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**MICHAEL SIMONE**  
*Superintendent of Highways*  
*Tel. (845) 628-7474*

**TOWN BOARD VOTING MEETING**  
**Wednesday, October 4, 2017 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

Distribution of the Tentative Budget Fiscal Year Ending 2018 to the Carmel Town Board by Ann Spofford, Town Clerk

- Budget Message 2018 by Kenneth Schmitt, Town Supervisor
- PowerPoint Presentation of 2018 Budget by Mary Ann Maxwell, Town Comptroller

**Town Board Voting Meeting:**

- Accept Town Board Minutes September 19, 2017
- 1. Res: Authorizing Entry into Contracts
- 2. Res: Authorizing Scheduling of Public Hearing (November 1, 2017)
- 3. Res: Authorizing Scheduling of Public Hearing (November 1, 2017)
- 4. Res: Accepting Proposal and Authorizing Entry into Agreement for General Municipal Law §207-c Consulting Services
- 5. Res: Authorizing Request for Proposals Pursuant to Property Maintenance Law
- 6. Res: Authorizing Improvements to Red Mills Historic Park
- 7. Res: Accepting Proposal and Authorizing Entry into Agreement for Installation and Maintenance of Video Surveillance System – Mahopac Chamber Park
- 8. Res: Accepting Proposal and Authorizing Entry into Agreement for Installation and Maintenance of Video Surveillance System – Jimmy McDonough Park
- 9. Res: Accepting Proposal for Engineering Services – Carmel Water District #2
- 10. Res: Accepting Proposal for Engineering Services – Carmel Water District #9
- 11. Res: Authorizing Emergency Repairs – Carmel Water District #8
- 12. Res: Extension/Renewal of Contract for Maintenance – Lake Casse Park District
- 13. Res: Extension/Renewal of Contract for Video Recording of Town of Carmel Board Meetings
- 14. Res: Authorizing of Budget Modifications #2017/05
- **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**
- **Executive Session:**
- 1. Town Legal Counsel – Litigation Update

## **RESOLUTION #1**

### **RESOLUTION AUTHORIZING ENTRY INTO CONTRACTS**

WHEREAS appropriations have been made in the 2017 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and

WHEREAS said contracts are on file in the office of the Town Supervisor for the inspection and review of all Town Board members,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to enter into and execute, on behalf of the Town, contracts with the following contractors for the services indicated in an amount not to exceed that set forth below:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed Amount</u>
Mahopac Sports Association	Recreational Services	<b>\$ 5,000.00</b>
Carmel Rams Youth Sports, Inc. Association	Recreational Services	<b>\$ 2,500.00</b>
Carmel Sports Association, Inc.	Recreational Services	<b>\$ 2,500.00</b>

#### 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 #2

### 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, to be held on the 1<sup>st</sup> day of November 2017 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending Chapter 137 of the Town Code of the Town of Carmel, entitled "Taxation"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

#### Resolution

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

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

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

## **RESOLUTION #3**

### **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, to be held on the 1<sup>st</sup> day of November 2017 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending §156-76 of the Town Code of the Town of Carmel, entitled "Wireless Telecommunication Equipment and Devices"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

#### Resolution

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

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

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

## **RESOLUTION #4**

### **RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING ENTRY INTO AGREEMENT FOR GENERAL MUNICIPAL LAW §207-c CONSULTING SERVICES**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Michael Cazzari, hereby authorizes the acceptance of the proposal from 207-c Inc., New Paltz, NY and the entry into an agreement for General Municipal Law §207-c Consulting Services with 207-c Inc., a copy of which is attached hereto and made a part hereof, for a term of one (1) year effective September 1, 2017; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is authorized to sign all necessary documents required to effect the purchase on the terms authorized herein; and

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make any necessary budget modifications required to fund the purchase authorized hereunder.

#### 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	_____	_____

## **AGREEMENT FOR CONSULTING SERVICES**

This Agreement for "Consulting Services," is made this \_\_\_\_\_ day of August 2017 by and between the Town of Carmel with offices at 60 McAlpin Avenue, Mahopac, NY 10541 ("Town"), and 207-c Inc., with offices at 35 Dug Road, New Paltz, NY 12561 ("Consultant"), wherein, the parties agree, as follows:

### **1. PURPOSE**

The Town hereby retains the Consultant to perform General Municipal Law §207-c management services, as provided, and to consult with the Town regarding matters, such as to provide advice and assistance in the coordination of resources concerning the Town's duties relating to the Town of Carmel Police Department disability benefits, including medical and indemnity claims.

### **2. TERMS OF AGREEMENT**

This agreement shall commence on September 1, 2017 and continue thereafter for a period of one year, to expire on August 31, 2018. The Town shall have the option to renew this Agreement for three (3) additional one year terms, providing that the Town gives thirty (30) days written notice to the Consultant for each and every additional one (1) year renewal. Any such renewal shall also be accepted by the Consultant within said thirty (30) day notice period.

In the event the Consultant refuses or fails to provide services hereunder or has breached, or is in default of any of the terms herein, the Town shall notify the Consultant in writing of said breach or default and the Consultant shall have thirty (30) days to cure said breach or default. If the Consultant fails to cure said breach or default, the Town shall have the right to terminate this agreement.

If the Consultant fails or refuses to comply with any written policy or reasonable directives of the Town, or materially breaches provisions of the Agreement, then the Town may terminate the engagement of the Consultant by written notice.

### **3. CONSULTANT'S RESPONSIBILITIES**

The Consultant warrants and represents that it will: a) comply with all applicable federal and state laws; b) will use best efforts in providing services herein; c) perform services described herein expeditiously as is reasonable; d) provide both verbal and written reports as requested by Town and Police Chief.

The Consultant is licensed by the State of New York as an Independent Adjuster for Workers' Compensation Medical claims, and as a Private Investigation firm.

The Consultant's services will be expressly limited to disability claims under GML §207-c, and, although information and documentation may be requested from or provided to the Town's Workers' Compensation Administrator, the Consultant is not retained to provide any services relating to the New York State Workers' Compensation Board.

### **4. LOCATION WHERE SERVICES ARE TO BE RENDERED**

The Consultant will perform most of its consultant services at a location of its own choosing. However, the Consultant agrees to travel to the Town's designated location for any meeting or any other business related to this Agreement as may be requested by the Town. Further, the Town agrees, from time to time, to make a suitable room or space available for interviews, meeting or consultations with claimants, associated providers or others, as is reasonably required.

### **5. INVOICES DUE ON A MONTHLY BASIS**

The Consultant shall submit a detailed invoice for services rendered on a monthly basis and payment to the Consultant shall be made within thirty (30) days from receipt by the Town of such invoice from the Consultant.

### **6. COMPENSATION**

The Consultant shall be entitled to an hourly rate of pay of Eighty (\$80.00) Dollars per hour, with any portion of an hour based on a proportionate scale.

The Town shall reimburse the Consultant for out-of-pocket expenses as may be incurred in the reasonable course of business.

## **7. TRAVEL AND CONSULTANT'S EXPENSES**

The Consultant shall be paid for travel time, including travel from Consultant's office to any and all locations in the course of business, at the regular rate of compensation. The Consultant will not bill for mileage, parking, or any other travel related expense, as such are included in the hourly billing rate.

## **8. OTHER PERSONNEL**

The Consultant represents that all professional consultation services shall be completed by consultant or by a sub-contractor of the Consultant, for which the billing rate shall remain unchanged. In the event that Consultant requires additional professional services for which the Consultant is not licensed or not sufficiently proficient to provide, such as medical provider services or medical opinion, legal practitioner, stenographer or other, then the Consultant will receive prior written approval from the Town, and the Town shall be responsible for direct payment to such provider.

## **9. CONFIDENTIALITY**

All matters, including medical records, benefits, claims, performance records or projections, reviews and memoranda shall be considered "confidential" and sealed under New York State Civil Rights Law §50-a 1, or any other applicable law preventing disclosure. The Consultant shall not make any findings, records, memorandum or opinion public unless so directed by the Town.

The Consultant is directed and encouraged to communicate and share necessary information with Town officials (including police officials, town attorney or attorney assigned for the prosecution of 207-c matters on behalf of Town), Town's workers' compensation vendor (TPA or other claims provider), outside vendors, attorneys, medical providers or any other person or entity with whom the appropriate transmittal of claims information would be expected in the normal course of Consultant's management of such claims.

If Consultant is required to appear at any legal proceeding or produce papers (duces tecum), then the Consultant shall a) immediately notify the Town; b) be compensated at the regular

rate of pay for such appearance and/or preparation associated with providing documents; and  
c) this provision shall survive the termination of this agreement.

#### **10. INDEPENDENT CONTRACTOR STATUS**

The Consultant, and any sub-contractors hired by the Consultant, acknowledge an independent contractor relationship between the Consultant and the Town. The Consultant further acknowledges that neither it nor any sub-contractor thereof is an employee or official of the Town, and that neither the Consultant nor any sub-contractor of Consultant is covered by workers' compensation provisions nor any retirement benefits by the Town.

#### **11. NOTICES**

All notices required to be given or which may become necessary under this Agreement shall be deemed sufficiently given if delivered to a post office maintained by the United States Government and mailed to the other party at the address hereinabove set forth.

#### **12. ENTIRE AGREEMENT**

The within Agreement encompasses the full understanding of the parties and may only be amended in writing and signed by both parties.

207-c Inc.

Town of Carmel

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION #5

### RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS PURSUANT TO PROPERTY MAINTENANCE LAW

RESOLVED that the Town Board of the Town of Carmel, in accordance with Chapter 114 of the Town of Carmel Town Code entitled "Property Maintenance" hereby authorizes Town of Carmel Director of Codes Enforcement Michael Carnazza to solicit/request proposals for the cleanup and correction of the conditions and/or Town Code violations existing at the following properties:

66 Orchard Road, Mahopac – Town of Carmel Tax Map # 74.34-1-39

39 Colonial Drive Mahopac – Town of Carmel Tax Map # 75.11-2-48

40 Northview Drive Mahopac – Town of Carmel Tax Map # 76.17-2-52

11 Meadow Drive Carmel – Town of Carmel Tax Map # 55.19-1-19.1.

#### Resolution

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

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

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

## RESOLUTION #6

### RESOLUTION AUTHORIZING IMPROVEMENTS AT RED HISTORIC MILLS PARK

RESOLVED that the Town Board of the Town of Carmel, in connection with the proposed Eagle Scout project of Seamus Acton of Boy Scouts of America hereby authorizes the performance of improvements at Red Mills Historic Park in accordance with the memorandum and plans provided by Director of Recreation and Parks James R. Gilchrist as detailed in his memorandum to the Town Board dated May September 18, 2017; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates for all vendors and contractors proposed to perform improvements in connection with this authorization in form acceptable to Town Counsel, the aforesaid work may be commenced.

#### 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 #7**

### **RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING ENTRY INTO AGREEMENT FOR INSTALLATION AND MAINTENANCE OF VIDEO SURVEILLANCE SYSTEM MAHOPAC CHAMBER PARK**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist, hereby authorizes the acceptance of the proposal from Commercial Instruments & Alarm Systems, Inc., Fishkill, NY and the entry into an agreement for the installation of video surveillance system at Mahopac Chamber Park in accordance with the proposals dated June 30, 2017; and

BE IT FURTHER RESOLVED that the authorized costs for each system shall be \$11,306.00 for the installation of the surveillance systems at Mahopac Chamber Park and

BE IT FURTHER RESOLVED that the cost of maintenance Option #1 under said proposals as an annual expense is hereby authorized as well; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is authorized to sign all necessary documents required to effect the purchase on the terms authorized herein; and

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make any necessary budget modifications required to fund the purchase authorized hereunder.

#### 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 #8

### RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING ENTRY INTO AGREEMENT FOR INSTALLATION AND MAINTENANCE OF VIDEO SURVEILLANCE SYSTEM JIMMY MCDONOUGH PARK

RESOLVED that the Town Board of the Town of Carmel upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist, hereby authorizes the acceptance of the proposal from Commercial Instruments & Alarm Systems, Inc., Fishkill, NY and the entry into an agreement for the installation of video surveillance systems at Jimmy McDonough Park in accordance with the proposal dated June 30, 2017; and

BE IT FURTHER RESOLVED that the authorized costs for said system shall be \$14,479.00; and

BE IT FURTHER RESOLVED that the cost of maintenance Option #1 under said proposal as an annual expense is hereby authorized as well; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is authorized to sign all necessary documents required to effect the purchase on the terms authorized herein; and

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make any necessary budget modifications required to fund the purchase authorized hereunder.

#### 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 #9

### RESOLUTION ACCEPTING PROPOSAL FOR ENGINEERING SERVICES CARMEL WATER DISTRICT #2

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby accepts the proposal of J. Robert Folchetti Associates, LLC of Brewster, NY for the performance and provision of a Distribution System Facility Plan for Carmel Water District #2 in accordance with the proposal of September 14, 2017, as amended September 26, 2017 and at a cost not to exceed \$43,000.00; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

#### 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 #10

### RESOLUTION ACCEPTING PROPOSAL FOR ENGINEERING SERVICES CARMEL WATER DISTRICT #9

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #9, hereby accepts the proposal of J. Robert Folchetti Associates, LLC of Brewster, NY for the services required in connection with the construction and performance of Carmel Water District #9 distribution system upgrades, including survey design, permitting, bid assistance and construction administration services in accordance with the proposal of August 28, 2017 and at a cost not to exceed \$160,500.00; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

#### 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 #11**

**RESOLUTION AUTHORIZING EMERGENCY REPAIRS  
CARMEL WATER DISTRICT #8**

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #8, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes payment for emergency repairs performed by Legacy Valve, LLC on or about September 20, 2017 at a cost of \$21,000 and in accordance with the invoice dated September 20, 2017; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

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 #12

### RESOLUTION EXTENSION/RENEWAL OF CONTRACT FOR MAINTENANCE – LAKE CASSE PARK DISTRICT

WHEREAS the Town Board of the Town of Carmel has previously authorized and awarded the contract for Lake Casse Maintenance to Mr. Terrance Kelly for years 2016 and 2017;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse Park District and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the extension of the aforesaid contract services with Terrance Kelly for fiscal year 2018 at a cost not to exceed \$13,000; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute any extension or amendment as well as any necessary documentation required connection therewith.

#### Resolution

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

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

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

## **RESOLUTION #13**

### **RESOLUTION EXTENSION/RENEWAL OF CONTRACT FOR VIDEO RECORDING OF TOWN OF CARMEL BOARD MEETINGS**

WHEREAS the Town Board of the Town of Carmel has previously authorized the awarded the contract for video recording of Town of Carmel Board meetings, including Town Board, Planning Board, Zoning Board of Appeals, Environmental Conservation Board meetings to Alesca Video Productions, Mahopac, NY for years 2016 and 2017;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the extension of the aforesaid contract services with Alesca Video Productions for fiscal year 2018 at a cost not to exceed \$16,250.00; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute any extension or amendment as well as any necessary documentation required connection therewith.

#### 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 #14

### RESOLUTION AUTHORIZING BUDGET MODIFICATIONS #2017/05

WHEREAS Town Comptroller MaryAnn Maxwell has reviewed the 2017 year-to-date Budget Modifications/Revisions for the period of July 1, 2017 through August 31, 2017 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule identified as #2017/05;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2017 year-to-date Budget Modifications/Revisions for the period of July 1, 2017 through August 31, 2017 as itemized on Schedule #2017/05 which is attached hereto, incorporated herein and made a part hereof.

#### 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**  
**BUDGET REVISIONS JULY-AUGUST 2017 - #2017/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100.1620.0022	SPECIAL EQUIPMENT	39,500.00	
	100.1989.9871	RESERVE FOR EQUIPMENT PURCHASES	*	39,500.00
		- PROVIDE FOR THE PURCHASE OF (1) 2017 FORD EXPLORER XLT 4WD VEHICLE		
2	100.3120.0012	POLICE STAFF OVERTIME	38,552.00	
	100.1989.2680	INSURANCE RECOVERY - PAYROLL	*	38,552.00
		- PROVIDE FOR POLICE OVERTIME EXPENSE FROM WORKERS COMP REVENUE RECEIVED		
3	100.3120.0012	POLICE STAFF OVERTIME	1,357.00	
	100.1989.3391	POLICE STATE AID - ERT	*	1,357.00
		- PROVIDE FOR POLICE OVERTIME FROM ERT CALLOUT REVENUE RECEIVED		
4	100.5010.0019	HIGHWAY ADMIN STAFF - OTHER	16,293.10	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	16,293.10
		- PROVIDE FOR SICK TIME PAYOUT AS AUTHORIZED BY RESOLUTION		
5	100.7110.0040	PARK CONTRACTUAL EXPENSE	1,082.25	
	100.1989.2681	INSURANCE RECOVERY	*	1,082.25
		- PROVIDE FOR TREE REMOVAL FROM INSURANCE CLAIM		
6	100.7112.0041	MCDONOUGH SKATE PARK	2,820.00	
	100.1989.2770	OTHER REVENUE	*	2,820.00
		- PROVIDE FOR REPAIRS AT MCDONOUGH SKATE PARK FROM INSURANCE CLAIM		
7	100.1110.0040	JUSTICE COURT OFFICE EXPENSE	2,000.00	
	100.1110.0020	JUSTICE COURT EQUIPMENT		2,000.00
		- TRANSFER FOR JUSTICE COURT OFFICE EXPENSES		
8	100.1355.0013	ASSESSOR TEMPORARY STAFF	20,000.00	
	100.1355.0046	ASSESSOR CONTRACT SERVICES		20,000.00
		- TRANSFER FOR PART TIME ASSESSOR STAFF		
9	100.1420.0046	BOND LEGAL SERVICES	500.00	
	100.1420.0049	LEGAL MISC EXPENSE		500.00
		- TRANSFER FOR BOND LEGAL SERVICES		
10	100.1620.0021	BUILDING MOTOR VEHICLES	8,000.00	
	100.1620.0045	BUILDING GROUNDS SPECIAL IMPROVEMENT		8,000.00
		- TRANSFER FOR MISC VEHICLE REPAIRS		
11	100.1640.0011	CENTRAL GARAGE STAFF	131.00	
	100.3310.0011	SIGN CONTROL STAFF	131.00	
	100.8090.0011	RECYCLING STAFF	131.00	
	100.1010.0016	TOWN BOARD RESERVE COMPENSATION		393.00
		- TRANSFER FOR STAFF SALARY INCREASE MORTGAGE TAX REVENUE SALARY ADJUSTMENT		
12	100.1910.0041	INSURANCE CLAIMS EXPENSE	3,000.00	
	100.1910.0040	INSURANCE EXPENSE UNDISTR		3,000.00
		- TRANSFER FOR INSURANCE CLAIMS EXPENSE		
13	100.3620.0011	CODE ENFORCEMENT STAFF	1,456.00	
	100.1010.0016	TOWN BOARD RESERVE COMPENSATION		1,456.00
		- TRANSFER FOR STAFF PROMOTION SALARY EXPENSE		
14	100.3620.0040	CODES CONTRACTUAL EXPENSES	2,000.00	
	100.3620.0045	CODES SYSTEM MAINTENANCE		2,000.00
		- TRANSFER FOR CODES CONTRACTUAL EXPENSES		
15	100.7020.0012	RECREATION ADMIN STAFF OVERTIME	4,000.00	
	100.7112.0020	MCDONOUGH FIELDS EQUIPMENT	50.00	
	100.7180.0013	BEACH TEMPORARY STAFF	3,900.00	
	100.7180.0020	BEACH EQUIPMENT	1,500.00	
	100.7180.0080	BEACH EMPLOYEE BENEFITS	100.00	
	100.7310.0013	YOUTH PROGRAM TEMPORARY STAFF	2,500.00	
	100.7610.0040	PROGRAM FOR THE AGING CONTRACTUAL EXPENSES	2,500.00	
	100.7112.0040	MCDONOUGH FIELDS CONTRACTUAL EXPENSES		50.00
	100.7140.0013	PLAYGROUND TEMPORARY STAFF		12,900.00
	100.7140.0080	PLAYGROUND EMPLOYEE BENEFITS		100.00
	100.7180.0040	BEACH CONTRACTUAL EXPENSES		1,500.00
		- TRANSFER FOR MISC RECREATION EXPENSES		

**TOWN OF CARMEL**  
**BUDGET REVISIONS JULY-AUGUST 2017 - #2017/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>HIGHWAY FUND</b>				
16	500.5130.0011	MACHINERY REPAIR LABOR	542.00	
	500.5140.0011	WEEDS AND BRUSH LABOR	278.00	
	500.5142.0011	SNOW REMOVAL LABOR	400.00	
	500.5110.0013	GENERAL REPAIR TEMPORARY LABOR		1,220.00
		- TRANSFER FOR STAFF SALARY INCREASE MORTGAGE TAX REVENUE SALARY ADJUSTMENT		
<b>CARMEL FIRE PROTECTION DISTRICT # 1</b>				
17	301-9025-0090	LOSAP CONTRIBUTION	10,000.00	
	301-3410-0099	WORKERS COMP INS PREMIUM		3,000.00
	301-3410-9909	APPROPRIATED FUND BALANCE	*	7,000.00
		- PROVIDE AND TRANSFER FOR LOSAP CONTRIBUTION		
<b>CARMEL FIRE PROTECTION DISTRICT # 2</b>				
18	302.9025.0090	LOSAP CONTRIBUTION	10,000.00	
	302.3410.0099	WORKERS COMP INSURANCE PREMIUM	5,159.00	
	302.3410.0049	SERVICES - OTHER DEPTARMENTS		5,159.00
	302.3410.9909	APPROPRIATED FUND BALANCE	*	10,000.00
		- PROVIDE AND TRANSFER FOR LOSAP CONTRIBUTION AND WORKERS COMP INSURANCE		
<b>LAKE CASSE PARK DISTRICT</b>				
19	401.7140.0013	TEMPORARY LABOR	4,400.00	
	401.7140.0082	SOCIAL SECURITY	100.00	
	401.7140.0020	EQUIPMENT		4,500.00
		- TRANSFER FOR TEMPORARY LABOR		
<b>LAKE MAHOPAC PARK DISTRICT</b>				
20	402.7110.0040	CONTRACTUAL EXPENSES	1,300.00	
	402.7110.0049	SERVICES OTHER DEPARTMENTS/GOVERNMENTS		1,300.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
<b>LAKE SECOR PARK DISTRICT</b>				
21	404.7140.0040	CONTRACTUAL EXPENSES	1,500.00	
	404.7140.0049	SERVICES OTHER DEPARTMENTS/GOVERNMENTS	300.00	
	404.7140.0013	TEMPORARY LABOR		1,800.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
<b>CARMEL WATER DISTRICT #3</b>				
22	603.8310.0048	OTHER OPERATING EXPENSES	5,000.00	
	603.8310.0040	CONTRACTUAL EXPENSES		5,000.00
		- TRANSFER FOR LABORATORY SAMPLING EXPENSES		
<b>CARMEL WATER DISTRICT #4</b>				
23	604.8310.0047	EMERGENCY REPAIRS	5,000.00	
	604.8310.0040	CONTRACTUAL EXPENSES		2,000.00
	604.8310.0099	REPAIR RESERVE FUND		3,000.00
		- TRANSFER FOR EMERGENCY REPAIRS		
<b>CARMEL SEWER DISTRICT #4</b>				
24	704.8130.0042	UTILITY EXPENSES	38,000.00	
	704.8130.0140	MICRO - CONTRACTUAL EXPENSES		8,000.00
	704.8130.9909	APPROPRIATED FUND BALANCE	*	30,000.00
		- PROVIDE AND TRANSFER FOR UTILITY EXPENSES		
<b>CARMEL SEWER DISTRICT #1 EXT#3</b>				
25	713.8130.0040	CONTRACTUAL EXPENSES	4,000.00	
	713.8130.0041	CHEMICAL EXPENSES		2,500.00
	713.8130.0099	REPAIR RESERVE FUND		1,500.00
		- TRANSFER FOR CONTRACUTAL REPAIRS		

**TOWN OF CARMEL**  
**BUDGET REVISIONS JULY-AUGUST 2017 - #2017/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
		<b>MISCELLANEOUS SPECIAL DISTRICTS</b>		
26	401.7140.0044	ENGINEERING SERVICES	200.00	
	402.7110.0044	ENGINEERING SERVICES	150.00	
	403.7140.0044	ENGINEERING SERVICES	200.00	
	404.7140.0044	ENGINEERING SERVICES	200.00	
	601.8310.0044	ENGINEERING SERVICES	200.00	
	602.8310.0044	ENGINEERING SERVICES	2,300.00	
	603.8310.0044	ENGINEERING SERVICES	800.00	
	604.8310.0044	ENGINEERING SERVICES	200.00	
	605.8310.0044	ENGINEERING SERVICES	100.00	
	606.8310.0044	ENGINEERING SERVICES	200.00	
	607.8310.0044	ENGINEERING SERVICES	150.00	
	608.8310.0044	ENGINEERING SERVICES	1,300.00	
	609.8310.0044	ENGINEERING SERVICES	200.00	
	610.8310.0044	ENGINEERING SERVICES	200.00	
	612.8310.0044	ENGINEERING SERVICES	300.00	
	613.8310.0044	ENGINEERING SERVICES	100.00	
	614.8310.0044	ENGINEERING SERVICES	100.00	
	622.8310.0044	ENGINEERING SERVICES	200.00	
	701.8130.0044	ENGINEERING SERVICES	200.00	
	702.8130.0044	ENGINEERING SERVICES	2,900.00	
	703.8130.0044	ENGINEERING SERVICES	100.00	
	704.8130.0044	ENGINEERING SERVICES	2,050.00	
	705.8130.0044	ENGINEERING SERVICES	200.00	
	706.8130.0044	ENGINEERING SERVICES	250.00	
	707.8130.0044	ENGINEERING SERVICES	1,150.00	
	708.8130.0044	ENGINEERING SERVICES	400.00	
	713.8130.0044	ENGINEERING SERVICES	100.00	
	401.7140.0099	REPAIR RESERVE FUND		200.00
	402.7110.0099	REPAIR RESERVE FUND		150.00
	403.7140.0099	REPAIR RESERVE FUND		200.00
	404.7140.0099	REPAIR RESERVE FUND		200.00
	601.8310.0099	REPAIR RESERVE FUND		200.00
	602.8310.0099	REPAIR RESERVE FUND		2,300.00
	603.8310.0099	REPAIR RESERVE FUND		800.00
	604.8310.0099	REPAIR RESERVE FUND		200.00
	605.8310.0099	REPAIR RESERVE FUND		100.00
	606.8310.0099	REPAIR RESERVE FUND		200.00
	607.8310.0099	REPAIR RESERVE FUND		150.00
	608.8310.0099	REPAIR RESERVE FUND		1,300.00
	609.8310.0099	REPAIR RESERVE FUND		200.00
	610.8310.0099	REPAIR RESERVE FUND		200.00
	612.8310.0099	REPAIR RESERVE FUND		300.00
	613.8310.0099	REPAIR RESERVE FUND		100.00
	614.8310.0099	REPAIR RESERVE FUND		100.00
	622.8310.0099	REPAIR RESERVE FUND		200.00
	701.8130.0099	REPAIR RESERVE FUND		200.00
	702.8130.0099	REPAIR RESERVE FUND		2,900.00
	703.8130.0099	REPAIR RESERVE FUND		100.00
	704.8130.0099	REPAIR RESERVE FUND		2,050.00
	705.8130.0099	REPAIR RESERVE FUND		200.00
	706.8130.0099	REPAIR RESERVE FUND		250.00
	707.8130.0099	REPAIR RESERVE FUND		1,150.00
	708.8130.0099	REPAIR RESERVE FUND		400.00
	713.8130.0099	REPAIR RESERVE FUND		100.00
		- TRANSFER FOR GENERAL GOVERNMENT CHARGES - ENGINEERING SERVICES		