

**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  
Tel. (845) 628-1500 • Fax (845) 628-6836  
[www.carmelny.org](http://www.carmelny.org)

**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 VOTING MEETING**  
**Wednesday, October 5, 2016 7:00pm**

---

**Pledge of Allegiance – Moment of Silence**

**Distribution of the Tentative Budget Fiscal Year Ending 2017 to the Carmel Town Board by Ann Spofford, Town Clerk**

- **Budget Message 2017 by Kenneth Schmitt, Town Supervisor**
- **PowerPoint Presentation of 2017 Budget by Mary Ann Maxwell, Town Comptroller**

**Town Board Voting Meeting:**

- Accept Town Board Minutes, September 7 and 21, 2016
- 1. Res: Accepting Proposal and Authorizing Purchase of Ammunition – Town of Carmel Police Department
- 2. Res: Authorizing Budget Modifications
- 3. Res: Accepting Proposal for Investment Services Length of Service Award Programs Carmel Fire Protection Districts No. 1 and No. 2
- 4. Res: Authorizing Signing of Intermunicipal Agreement Between the Mahopac Central School District and the Town of Carmel for Use of Athletic Fields, School Facilities and Town Facilities
- 5. Res: Authorizing the Awarding of Bids Carmel Sewer District #1 and Carmel Sewer District #3 Infiltration and Inflow Remediation Project
- 6. Res: Accepting Proposal for Engineering Services – Carmel Sewer Districts No. 1 and No. 3
- 7. Res: Accepting Proposal for Engineering Services – Carmel Sewer District #5
- 8. Res: Accepting Proposal for Coupon Collection Services – Carmel Water District #2
- 9. Res: Accepting Proposal AHRAE Level II Energy Audit New York Power Authority
- 10. Res: Authorizing the Scheduling of Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts (November 2, 2016)

11. Res: Pursuant to Town of Carmel Town Code §156-28

12. Res: Pursuant to Town of Carmel Town Code §156-76

13. Res: Awarding Bids for the Collection of Refuse of Garbage, Recyclable Materials and Bulk Refuse in the Town of Carmel Garbage District Contract No.

- **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**

## RESOLUTION #1

### RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE OF AMMUNITION TOWN OF CARMEL POLICE DEPT

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Michael Cazzari hereby accepts the proposal of Eagle Point Gun/T.J. Morris & Son Distributors, West Depford, NJ for purchase of ammunition for the Town of Carmel Police Department in an amount not to exceed \$16,864.82;

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; 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 #2

### RESOLUTION AUTHORIZING BUDGET MODIFICATIONS

WHEREAS the Town Comptroller has reviewed the proposed Final Budget Modifications for the period ending August 31, 2016 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final Budget Modifications/Revisions for the period ending August 31, 2016, as shown on itemized on Schedule #2016/04 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 2016 - #2016/04**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100.1989.0040	UNCLASSIFIED EXPENDITURE	1,742.50	
	100.1989.2770	OTHER REVENUE UNCLASSIFIED	*	1,742.50
		- PROVIDE FOR PURCHASE OF WATER DUE TO BROWN OUT FROM		
		ANTICIPATED REVENUE		
2	100.3120.0019	POLICE COMPENSATED ABSENCES	78,410.84	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	78,410.84
		- PROVIDE FOR RETIREMENT PAYOUT OF ACCRUED TIME		
3	100.3120.0029	POLICE SPECIAL EQUIPMENT GRANTS - SEIZED ASSETS	2,238.00	
	100.1989.1522	POLICE SPECIAL REVENUES - SEIZED ASSETS	*	2,238.00
		- PROVIDE FOR PURCHASE FROM SEIZED ASSETS		
4	100.1010.0086	RETIREE HEALTH INSURANCE	500.00	
	100.1110.0086	RETIREE HEALTH INSURANCE	5,000.00	
	100.1220.0086	RETIREE HEALTH INSURANCE	500.00	
	100.1355.0086	RETIREE HEALTH INSURANCE	500.00	
	100.3120.0086	RETIREE HEALTH INSURANCE	15,000.00	
	100.1410.0086	RETIREE HEALTH INSURANCE		10,000.00
	100.3620.0086	RETIREE HEALTH INSURANCE		10,000.00
	100.7110.0086	RETIREE HEALTH INSURANCE		1,500.00
		- TRANSFER FOR RETIREE HEALTH INSURANCE		
5	100.1110.0040	JUSTICE COURT OFFICE EXPENSES	1,000.00	
	100.1620.0021	BUILDING MOTOR VEHICLES	1,000.00	
	100.1620.0040	BUILDING CONTRACTUAL EXPENSES	5,000.00	
	100.1110.0080	JUSTICE COURT EMPLOYEE BENEFITS		1,000.00
	100.1620.0080	BUILDING EMPLOYEE BENEFITS		6,000.00
		- TRANSFER FOR MISC EXPENSES		
6	100.1355.0014	ASSESSOR STAFF LONGEVITY	2,100.00	
	100.1440.0014	ENGINEER STAFF LONGEVITY	4,200.00	
	100.1355.0080	ASSESSOR EMPLOYEE BENEFITS		2,100.00
	100.1440.0080	ENGINEER EMPLOYEE BENEFITS		4,200.00
		- TRANSFER FOR STAFF LONGEVITY		
7	100-1640-0011	CENTRAL GARAGE STAFF	8,642.00	
	100-1640-0017	CENTRAL GARAGE STAFF UNIFORM PAY	50.00	
	100-3310-0011	SIGN CONTROL STAFF	8,642.00	
	100-3310-0017	SIGN CONTROL STAFF UNIFORM PAY	50.00	
	100-8090-0011	RECYCLING STAFF	8,642.00	
	100-8090-0017	RECYCLING STAFF UNIFORM PAY	50.00	
	100-1010-0016	COMPENSATION RESERVE		26,076.00
		- TRANSFER FOR GENERAL FUND HIGHWAY STAFF PAY ADJUSTMENTS FROM SIGNED CONTRACT		
8	100-1640-0082	CENTRAL GARAGE STAFF FICA/MED EXP	2,000.00	
	100-3310-0082	SIGN CONTROL STAFF FICA/MED EXPENSE	2,875.00	
	100-8090-0082	RECYCLING STAFF FICA/MED EXP	1,375.00	
	100-1640-0080	CENTRAL GARAGE STAFF RETIREMENT EXP		2,000.00
	100-3310-0080	SIGN CONTROL STAFF RETIREMENT EXP		2,875.00
	100-8090-0080	RECYCLING STAFF RETIREMENT EXP		1,375.00
		- TRANSFER FOR GENERAL FUND HIGHWAY STAFF FICA/MED ADJUSTMENTS FROM SIGNED CONTRACT		
9	100.5010.0047	HIGHWAY ADMIN TRAINING EXPENSES	500.00	
	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFITS		500.00
		- TRANSFER FOR HIGHWAY ADMIN TRAINING EXPENSES		
10	100.7020.0047	RECREATION STAFF TRAINING	148.00	
	100.7110.0013	PARK MAINT TEMPORARY STAFF	7,800.00	
	100.7118.0040	BALDWIN MEADOWS CONTRACTUAL EXPENSES	8,000.00	
	100.7119.0040	DOG PARK CONTRACTUAL EXPENSES	230.00	
	100.7020.0043	RECREATION BUILDING ALARM CONTRACTS		148.00
	100.7140.0013	PLAYGROUND TEMPORARY STAFF		8,000.00
	100.7140.0040	PLAYGROUND CONTRACTUAL EXPENSES		230.00
	100.7180.0013	BEACH TEMPORARY STAFF		7,800.00
		- TRANSFER FOR MISC RECREATION EXPENSES		

**TOWN OF CARMEL**  
**BUDGET REVISIONS JULY-AUGUST 2016 - #2016/04**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>HIGHWAY FUND</b>				
11	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	1,000.00	
	500.5140.0049	OTHER EXPENDITURES	2,000.00	
	500.5110.0080	EMPLOYEE RETIREMENT		1,000.00
	500.5140.0083	WORKERS COMP INSURANCE		2,000.00
		- TRANSFER FOR MISC HIGHWAY EXPENSES		
12	500-5110-0011	GENERAL REPAIR STAFF EXP	183,598.00	
	500-5110-0017	GENERAL REPAIR UNIFORM STAFF PAY EXP	1,050.00	
	500-5130-0011	MACHINERY REPAIR STAFF EXP	35,099.00	
	500-5130-0017	MACHINERY REPAIR UNIFORM STAFF PAY EXP	200.00	
	500-5140-0011	WEEDS/BRUSH STAFF EXP	17,811.00	
	500-5140-0017	WEEDS/BRUSH UNIFORM STAFF PAY EXP	100.00	
	500-5142-0011	SNOW REMOVAL STAFF EXP	25,932.00	
	500-5142-0017	SNOW REMOVAL UNIFORM STAFF PAY EXP	150.00	
	500-5110-0088	COMPENSATION RESERVE		230,000.00
	500-5010-2709	EMPLOYEE HI CONTRIBUTIONS	*	33,940.00
		- PROVIDE/TRANSFER FOR HIGHWAY STAFF PAY ADJUSTMENTS FROM SIGNED CONTRACT		
13	500-5110-0082	GENERAL REPAIR STAFF FICA/MED EXP	15,000.00	
	500-5130-0082	MACHINERY REPAIR STAFF FICA/MED EXP	5,000.00	
	500-5140-0082	WEEDS/BRUSH STAFF FICA/MED EXP	5,000.00	
	500-5142-0082	SNOW REMOVAL STAFF FICA/MED EXP	5,000.00	
	500-5110-0080	GENERAL REPAIR STAFF RETIREMENT EXP		15,000.00
	500-5130-0080	MACHINERY REPAIR STAFF RETIREMENT EXP		5,000.00
	500-5140-0080	WEEDS/BRUSH STAFF RETIREMENT EXP		5,000.00
	500-5142-0080	SNOW REMOVAL STAFF RETIREMENT EXP		5,000.00
		- TRANSFER FOR HIGHWAY STAFF FICA/MED ADJUSTMENTS FROM SIGNED CONTRACT		
<b>CARMEL FIRE PROTECTION DIST #2</b>				
14	302.3410.0048	OTHER EXPENDITURES	14,500.00	
	302.3410.0049	SERVICES OTHER DEPTS/GOVTS		9,000.00
	302.3410.0099	WORKERS COMP INSURANCE		4,200.00
	302.9025.0040	LOSAP ADMIN EXPENSE		1,300.00
		- TRANSFER FOR QUARTERLY FINANCIAL REVIEWS		
<b>LAKE CASSE PARK DISTRICT</b>				
15	401.7140.0040	CONTRACTUAL EXPENSES	1,000.00	
	401.7140.0048	OTHER EXPENDITURES	500.00	
	401.7140.0099	REPAIR RESERVE FUND		1,500.00
		- TRANSFER FOR NEWSLETTERS AND MISC EXPENSES		
<b>LAKE MAHOPAC PARK DISTRICT</b>				
16	402.7110.0048	OTHER EXPENDITURES	1,500.00	
	402.7110.0099	REPAIR RESERVE FUND		1,500.00
		- TRANSFER FOR NEWSLETTERS		
<b>TEAKETTLE SPOUT PARK DISTRICT</b>				
17	403.7140.0049	SERVICES OTHER DEPTS/GOVTS	1,230.00	
	403.7140.0099	REPAIR RESERVE FUND		1,230.00
		- TRANSFER FOR GENERAL GOVERNMENT SERVICES		
<b>CARMEL WATER AND SEWER DISTRICTS</b>				
18	602.8310.0047	EMERGENCY REPAIRS	422.68	
	603.8310.0040	CONTRACTUAL REPAIRS	283.12	
	603.8310.0046	PURCHASE OF WATER	1,862.85	
	603.8310.0047	EMERGENCY REPAIRS	2,109.83	
	604.8310.0047	EMERGENCY REPAIRS	2,645.58	
	610.8310.0047	EMERGENCY REPAIRS	526.98	
	702.8130.0040	CONTRACTUAL REPAIRS	205.85	
	702.8130.0140	MICRO CONTRACTUAL REPAIRS	90.57	
	602.8310.2681	INSURANCE RECOVERY	*	422.68
	603.8310.2681	INSURANCE RECOVERY	*	4,255.80
	604.8310.2681	INSURANCE RECOVERY	*	2,645.58
	610.8310.2681	INSURANCE RECOVERY	*	526.98
	702.8130.2681	INSURANCE RECOVERY	*	296.42
		- PROVIDE FOR REPAIRS DUE TO BROWN OUTS FROM INSURANCE CLAIM		

**TOWN OF CARMEL**  
**BUDGET REVISIONS JULY-AUGUST 2016 - #2016/04**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
	<b>CARMEL WATER DISTRICTS #s 1,8,10,13</b>			
<b>19</b>	601.8310.0020	EQUIPMENT/METERS	4,000.00	
	608.8310.0020	EQUIPMENT/METERS	20,000.00	
	610.8310.0020	EQUIPMENT/METERS	5,000.00	
	613.8310.0020	EQUIPMENT/METERS	5,000.00	
	601.8310.0099	REPAIR RESERVE FUND		4,000.00
	608.8310.0099	REPAIR RESERVE FUND		20,000.00
	610.8310.0099	REPAIR RESERVE FUND		5,000.00
	613.8310.0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR PURCHASE OF TURBINE PUMP AT WATER PLANT		
	<b>CARMEL WATER DISTRICT #3</b>			
<b>20</b>	603.8310.0020	EQUIPMENT/METERS	1,000.00	
	603.8310.0046	PURCHASE OF WATER	7,000.00	
	603.8310.0047	EMERGENCY REPAIRS	10,000.00	
	603.8310.0040	CONTRACTUAL REPAIRS		9,000.00
	603.8310.0099	REPAIR RESERVE FUND		9,000.00
		- TRANSFER FOR PURCHASE OF WATER DUE TO BROWN OUT AND MISC EXPS.		
	<b>CARMEL WATER DISTRICT #4</b>			
<b>21</b>	604.8310.0047	EMERGENCY REPAIRS	6,000.00	
	604.8310.0040	CONTRACTUAL REPAIRS		6,000.00
		- TRANSFER FOR EMERGENCY REPAIRS		
	<b>CARMEL WATER DISTRICT #6</b>			
<b>22</b>	606.8310.0047	EMERGENCY REPAIRS	8,021.97	
	<b>606.8310.2681</b>	<b>INSURANCE RECOVERY</b>	<b>8,021.97</b>	
		- PROVIDE FOR EMERGENCY REPAIRS FROM INSURANCE CLAIM		
	<b>CARMEL WATER DISTRICT #9</b>			
<b>23</b>	609.8310.0047	EMERGENCY REPAIRS	15,000.00	
	609.8310.0090	CONTINGENCY		2,100.00
	609.8310.0099	REPAIR RESERVE FUND		12,900.00
		- TRANSFER FOR EMERGENCY WATER MAIN BREAKS		
	<b>CARMEL SEWER DISTRICT #5</b>			
<b>24</b>	705.8130.0044	ENGINEERING SERVICES	18,000.00	
	705.8130.0047	SLUDGE DISPOSAL		16,000.00
	705.8130.0099	REPAIR RESERVE FUND		2,000.00
		- TRANSFER FOR SAMPLING PROGRAM		
	<b>CARMEL SEWER DISTRICT #7</b>			
<b>25</b>	707.8130.0140	MICRO CONTRACTUAL REPAIRS	771.11	
	<b>707.8130.2681</b>	<b>INSURANCE RECOVERY</b>	<b>771.11</b>	
		- PROVIDE FOR FENCE REPAIR FROM INSURANCE CLAIM		
<b>26</b>	707.8130.0044	ENGINEERING SERVICES	17,000.00	
	707.8130.0047	SLUDGE DISPOSAL		3,330.00
	707.8130.0090	CONTINGENCY		3,370.00
	707.8130.0099	REPAIR RESERVE FUND		10,300.00
		- TRANSFER FOR ENGINEERING SERVICES RELATED TO ROOF REPLACEMENT		
	<b>GENERAL TOWN DEBT SERVICE FUND</b>			
<b>27</b>	810.1989.0040	EFC ADMIN EXPENSE	4,000.00	
	810.9730.0071	BAN INTEREST DRAINAGE		4,000.00
		- TRANSFER FOR EFC ADMIN EXPENSE		

## RESOLUTION #3

### RESOLUTION ACCEPTING PROPOSAL FOR INVESTMENT SERVICES LENGTH OF SERVICE AWARD PROGRAMS CARMEL FIRE PROTECTION DISTRICTS NO. 1 AND NO.2

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Comptroller MaryAnn Maxwell hereby accepts the proposal of Glens Falls National Bank for investment services for length of service award programs in Carmel Fire Protection District No.1 and Carmel Fire Protection District No. 2;

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; 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 #4

### RESOLUTION AUTHORIZING SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF ATHLETIC FIELDS, SCHOOL FACILITIES AND TOWN FACILITIES

WHEREAS James R. Gilchrist, Director of the Town of Carmel Recreation and Parks has requested that the Town Board authorize the signing of an Intermunicipal agreement between the Mahopac Central School District and the Town of Carmel providing for use by the Town of Carmel of certain athletic fields and facilities belonging to the Mahopac Central School District, as well as for the use of certain Town of Carmel Parks by the Mahopac Central School District for a period of five (5) years commencing July 1, 2016 through June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk after signature by the Town Supervisor.

#### 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	_____	_____

**MUNICIPAL COOPERATION AGREEMENT**  
**SCHOOL DISTRICT AND TOWN FACILITIES**

**THIS AGREEMENT** (the "Agreement") entered into as of the\_\_day of September, 2016 by and between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District") with offices for the transaction of business located at 179 East Lake Boulevard, Mahopac, New York and the TOWN OF CARMEL (hereinafter referred to as the "Town"), with offices for the transaction of business located at 60 McAlpin Avenue, Mahopac, New York.

**WITNESSETH**

**WHEREAS**, under the provisions of Section 119-o of the General Municipal Law, each party has the power to enter into agreements for the performance among themselves of their respective functions, powers and duties or for the provisions of a joint service;

**WHEREAS**, the School District and the Town were previously parties to a series of agreements pertaining to the use of certain facilities owned by the School District; and

**WHEREAS**, the parties are desirous of entering into a single agreement which would encompass all such uses and replace all previous agreements; and

**WHEREAS**, to that end, the School District and the Town have entered into discussions pertaining to engaging in municipal cooperation for the joint use of certain facilities and services; and

**WHEREAS**, the School District is permitted to allow the use of its facilities in accordance with Education Law section 414; and

**WHEREAS**, both parties believe that it is in the best interest of their respective taxpayers to share resources with respect to the use of certain facilities and services; and

**WHEREAS**, the School District and the Town wish to contract with one another in accordance with General Municipal Law section 119-o;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The parties understand and agree that by execution of this Agreement, all prior agreements for the use of the facilities covered by the terms hereunder are hereby rescinded and rendered null and void.

2. The terms of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2021 unless earlier terminated as provided herein.
3. The School District and the Town each represent that it is authorized by applicable law to enter into inter-municipal agreements.
4. The School District and the Town, believing it to be in the best interest of their taxpayers, do hereby authorize an inter-municipal cooperation and assistance agreement with and between each other for the use of the facilities in accordance with applicable law and as provided for in this Agreement.

**A. Use of School District Property and Facilities by the Town**

1. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the athletic, practice fields, recreational and school building facilities throughout the School District including but not limited to the artificial turf field at the Mahopac High School, the School District property upon which the Skating Rink is located, the Skating Rink and the High School concession stand for appropriate recreation programs operated by the Town and/or the Mahopac Sports Association (the "MSA"), as the Town's contractor, in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time, which programs have received the prior written approval of the School District. In connection with such use the Town and/or the MSA may store equipment and materials for its recreation programs in storage lockers on School District property at locations designated by the School District.
2. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the School District's lakefront property on East Lake Boulevard for appropriate Town recreation programs that have received prior written approval from the School District, which programs will be operated by the Town in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time. The School District in its sole discretion will decide what recreational programs to authorize to be conducted by the Town at the School District's lakefront property on East Lake Boulevard.
3. The parties understand and agree that the Town's use of School District fields, facilities and property shall be subject to the use of the facilities by the School District which shall, at all times, have priority over the Town's use. In addition, the parties understand and agree that the Town's use of the property containing

the Skating Rink is subject to the usage described in the following paragraph (paragraph 8 below). Further, the parties understand and agree that the Town's use of the School District's lakefront property on East Lake Boulevard is subject to use of this property by the School District as well as to use by the Mahopac Falls Fire Department for scuba diving training and practice and to occasional use by Temple Beth Shalom for events and/or activities that have been authorized by the School District.

4. As part of this Agreement, the Town understands and acknowledges that the Town's use of School District property containing the Skating Rink shall be subject not only to use by the School District, pursuant to the preceding paragraph (paragraph 7 above) but is also subject to the following uses, which shall have priority over the Town's use:
  - B. The Fire Department will have the use of the property periodically throughout the year, in particular, for their annual fair for two weekends in July, so long as the Town is provided with notification fourteen (14) days prior to the date of intended use. In addition, the Fire Department will have the use of the facility for parking for firefighters responding to an alarm at all times the facility is not opened to the public.
  - C. Temple Beth Shalom will have the use of the property as a parking lot during the High Holy Days, so long as the Town is provided with notification fourteen (14) days prior to the date of intended use.
5. Each school year, the Town shall provide the School District with a written schedule according to which the Town and/or the MSA will have access to and/or use of the School District's facilities, excluding the use of the School District's lakefront property on East Lake Boulevard. The schedule shall set forth the date, time, specific facility and/or field and the name of the Town or the MSA program that will be utilizing the School District's facilities, except the use of the School District's lakefront property on East Lake Boulevard. The Town may supplement or change this schedule from time to time in writing upon the approval of the School District, which shall not be unreasonably withheld. Each proposed activity or program of the Town proposed for the School District's lakefront property on East Lake Boulevard, together with the schedule for such activity or program, must be submitted separately to the School District for prior approval.
6. The School District shall have the right to alter or cancel any previously

scheduled use of its fields, facilities and property upon reasonable advance notice to the Town in the event that the School District needs to use the same facilities; however, in the event of an emergency, the School District shall provide notice to the Town as soon as practicable under the circumstances.

7. The Town understands and agrees that its use shall not disrupt normal school district operations or the School District's educational process. The School District reserves exclusive judgment to determine whether any intended use of the school facilities, property and/or athletic fields by the Town would interfere with or disturb normal school district operations, the school buildings, school grounds or other property of the School District.
8. Notwithstanding, at the end of any session, the Town shall leave the premises in an organized and tidy manner. All trash and debris related to the Town's or the MSA's use shall be removed at the end of each use. The Town shall be responsible for and the School District shall bill the Town for the cost of any repair to and/or replacement of the School District's facilities, fields and/or property caused by the Town's or the MSA's use including excessive wear and tear sustained while in use by either the Town or the MSA. The Town also shall be responsible for and the School District shall bill the Town for any overtime costs incurred by the School District as a result of the Town's or the MSA's use of the School District's facilities, fields and/or property. In the event that the Town and/or the MSA leaves any personal property, with the exception of personal property stored in storage facilities approved and/or provided by School District at designated locations approved by the School District, such property shall be deemed abandoned by the Town and/or the MSA and the School District shall be automatically authorized to dispose of such abandoned property without liability of any kind.
9. During the term of this Agreement, the Town's programs, including those of the MSA, shall be conducted by, and remain under, the direct supervision and control of the Town. The Town shall be responsible for and ensure that adequate supervision is maintained over the participants and the School District's property at all times when in use by the Town or the MSA. The Town further acknowledges that the premises are being provided to the Town "as is" and that no representations or warranties are made concerning its fitness.
10. Nothing herein shall be construed as a grant of permission to advertise or allow others to advertise or engage in commercial/corporate promotion of any kind on School District property.

11. In consideration of the use provided for herein, the Town shall pay to the School District the sum of \$90,000 (Ninety Thousand and no/100 Dollars) for each year of this Agreement.
12. To the fullest extent permitted by law, the Town shall defend, indemnify and hold harmless the School District, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services and/or the use of the School District's facilities, fields and property under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the Town, the MSA, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the School District, its agents and employees shall survive the termination or expiration of this Agreement.

**B. Use of Town Parks by the School District**

1. During the term of this Agreement, the Town hereby grants to the School District a non-transferable, revocable, non-exclusive license to use the Town's parks, including but not limited to Airport Park, Baldwin Meadow Park, Sycamore Park, Chamber Park and McDonough Park, for appropriate School District recreation programs operated by the School District in accordance with applicable Town policies and practices as amended from time to time, which programs have received the prior written approval of the Town.
2. The parties understand and agree that the School District's use of Town parks shall be subject to the use of the parks by the Town and the MSA, which shall, at all times, have priority over the School District's use.
3. Each school year, the School District shall provide the Town with a written schedule according to which the School District will have access to and/or use of Town parks and the facilities within the parks. The schedule shall set forth the date, time, specific park and facility within said park and the name of the School District program that will be utilizing the Town's parks. The School District may supplement or change this schedule from time to time in writing upon the

approval of the Town, which approval shall not be unreasonably withheld.

4. The Town shall have the right to alter or cancel any previously scheduled use of its parks upon reasonable advance notice to the School District in the event that the Town or the MSA needs to use the same facilities; however, in the event of an emergency, the Town shall provide notice to the School District as soon as practicable under the circumstances.
5. At the end of any session, the School District shall leave the premises in an organized and tidy manner. All trash and debris related to the School District's use shall be removed at the end of each use. The School District shall be responsible for and the Town shall bill the School District for the cost of any repair to and/or replacement of the Town's facilities, fields and/or property caused by the School District's use including excessive wear and tear sustained while in use by the School District. In the event that the School District leaves any personal property, such property shall be deemed abandoned by the School District and the Town shall be automatically authorized to dispose of such abandoned property without liability of any kind.
6. During the term of this Agreement, the School District's programs shall be conducted by, and remain under, the direct supervision and control of the School District. The School District further acknowledges that the Town parks and their facilities are being provided by the Town "as is" and that no representations or warranties are made concerning their fitness.
7. To the fullest extent permitted by law, the School District shall defend, indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services or the use of the Town's parks under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the School District, anyone directly or indirectly employed by it or anyone for whose acts the School District may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the Town, its agents and employees shall survive the termination or expiration of this Agreement.

**C. Insurance and Miscellaneous Provisions**

1. Each party shall purchase from an insurance company(ies) lawfully licensed to do business in the State of New York that is A.M. best rated "secured", such insurance as will protect themselves from claims set forth below for which they may be legally liable:
  - A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the obligations to be performed under this Agreement;
  - B. claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
  - C. claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
  - D. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of this person by either party, or (2) by another person;
  - E. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - F. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Each party's liability insurance shall include all major divisions of coverage and be on a comprehensive basis including, without limitation:

Premises/Operations;  
Personal Injury Liability with Employment Exclusion deleted;  
Owned, non-owned and hired motor vehicles; and  
Broad Form Property Damage.

The insurance herein required shall be written for not less than the following limits:

Commercial General Liability Insurance with limits of \$1,000,000.00 per  
Occurrence and \$2,000,000.00 in the aggregate  
Products-Aggregate-\$1,000,000.00  
Personal & Advert. Injury-\$1,000,000.00  
Fire Damage (Any one fire)-\$50,000.00  
Medical Expense (Any one person)-\$5,000.00



The Parties shall list each other as additional insureds on each other's insurance policies using Form CG2026 and as primary coverage. When naming the School District as an additional insured, the following language shall be used: "Mahopac Central School District, its Board, employees and volunteers as additional insured." The required policies shall contain a thirty (30) days notice of cancellation. Each party shall provide the other party with a certificate of insurance that evidences compliance with the requirements of this Agreement. The Town shall also submit a certificate of insurance that evidences that the MSA has insurance satisfying all insurance requirements set forth in this paragraph, including but not limited to the naming of the School District as an additional insured as specified above. The School District shall indemnify the Town for any deductibles required by the School District's insurance policies. The Town shall indemnify the School District for any deductibles required by the Town's and/or the MSA's insurance policies.

2. All employees of the Town shall be deemed employees of the Town for all purposes and the Town alone shall be responsible for their work, personal conduct, direction, and compensation. All members and/or directors of the MSA shall be deemed agents and/or employees of the MSA for all purposes and the MSA alone shall be responsible for their work, personal conduct, direction, and compensation. The Town acknowledges that it and the MSA will not hold themselves, their officers, employees and/or agents out as employees of the School District. The Town's and the MSA's relationships with the School District are only for the purposes and to the extent set forth in this Agreement, and their relationship to the School District shall, during the periods of property, field and facility usage hereunder, be that of an independent contractors. The Town and the MSA shall not be considered as having employee status and shall not be entitled to participate in any of the School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Town, its officers, its employees and/or agents and the MSA its officers, its employees and/or agents, shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the School District. The Town agrees that this Agreement does not confer benefits of any nature whatsoever upon it or the MSA other than the use of School District property, fields and facilities provided herein. The Town and the MSA shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The Town and the MSA shall not be entitled to assert

any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the School District and its employees.

3. The term of this Agreement shall be subject to the right of either party to suspend or terminate this Agreement in whole or in part for convenience upon ninety (90) days prior written notice in which case such Agreement shall thereafter be null and void for all purposes.
4. Notwithstanding the foregoing, the parties understand and agree that in the event that the School District facilities, athletic fields and property covered by this Agreement become needed for School District purposes or the School District adopts a contingency budget, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, upon not less than five (5) business days written notice to the Town. Further, the School District shall have the right to suspend the use of particular facilities or locations for a period of time if such facilities or locations become needed for School District purposes upon not less than five (5) business days written notice to the Town. The notice shall advise the Town of the effective date of such suspension or termination. In the event that the School District exercises such right to suspend, the Town's use of the remaining facilities shall continue under the terms and conditions set forth herein.
5. The Town and School District shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.
6. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be communicated as of four (4) days after mailing. Notice shall be delivered or mailed to:

For the School District:

District Clerk  
179 East Lake Blvd.  
Mahopac Central School District

Mahopac, New York 10541

For the Town:

Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

7. This Agreement constitutes the full and complete Agreement between the School District and the Town and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
8. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
9. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
10. The Town shall comply with any and all applicable regulations of the New York State Education Department concerning operations in a school district facility and hereby represents that it has reviewed and is familiar with those rules and regulations which are applicable to the use of the School District's facilities.
11. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the Town or the MSA and the School District and any officer, employee, servant, agent or independent contractor of the School District.
12. This Agreement must be approved by the Board of Education of the Mahopac Central School District and the Board of the Town of Carmel in public session. Absent said approvals, this Agreement is null and void and unenforceable.
13. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
14. The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in

accordance with the terms contained herein.

**IN WITNESS WHEREOF**, the undersigned hereby acknowledges that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

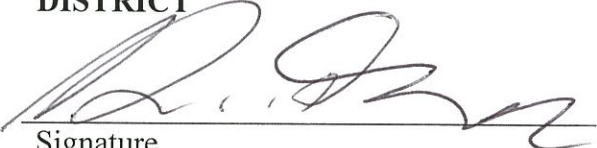
**TOWN OF CARMEL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**MAHOPAC CENTRAL SCHOOL  
DISTRICT**

  
Signature

Dr. Brian Maloney, Bd Pres  
Print Name

Sept 13, 2016  
Date

## RESOLUTION #5

### RESOLUTION AUTHORIZING THE AWARDING OF BIDS CARMEL SEWER DISTRICT #1 AND CARMEL SEWER DISTRICT #3 INFILTRATION AND INFLOW REMEDIATION PROJECT

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for the Carmel Sewer District #1 and Carmel Sewer District #3 infiltration and inflow remediation project;

WHEREAS such bids were received and opened and Town Engineer Richard J. Franzetti, P.E. has recommended the awarding of the bids to Green Mountain Pipeline Services;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer Districts #1 and #3 hereby awards the bids for said remediation project to Green Mountain Pipeline Services, South Royalton, VT the lowest responsible bidder who met specifications at a cost not to exceed \$993,993.00;and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates, performance bond and all other bid related requirements in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate the bid award 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 #6

### RESOLUTION ACCEPTING PROPOSAL FOR ENGINEERING SERVICES CARMEL SEWER DISTRICTS NO. 1 AND NO. 3

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer Districts #1 and #3 and pursuant to the direction of the New York State Department of Environmental Conservation have authorized an investigation into the infiltration and inflow issues with respect to the Carmel Sewer District #1 and #3 wastewater collection systems; and

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer Districts #1 and #3 has awarded the bid for the remedial work to address the referenced infiltration and inflow issues to commence immediately;

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 accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster, NY to provide construction administration services for the referenced project in accordance with the proposal dated September 19, 2016, a copy of which is on file in the Office of the Town Supervisor and at a cost not to exceed \$112,000.00;

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; 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 #7

### RESOLUTION ACCEPTING PROPOSAL FOR ENGINEERING SERVICES CARMEL SEWER DISTRICT NO. 5

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer District #5 and pursuant to the direction of the New York State Department of Environmental Conservation have authorized an investigation into the effluent-related issues with respect to the Carmel Sewer District #5 wastewater treatment plant systems; and

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. and acting as Commissioners of Carmel Sewer District #5, hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster, NY to develop and provide a facilities plan for Carmel Sewer District #5 at a cost not to exceed \$55,800.00;

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; 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 #8

### RESOLUTION ACCEPTING PROPOSAL FOR COUPON COLLECTION SERVICES CARMEL WATER DISTRICT NO. 2

RESOLVED, that the Town Board of the Town of Carmel, pursuant to the recommendation of Town Engineer Richard J. Franzetti, P.E. and acting as Commissioners of Town of Carmel Water District #2 hereby accepts the proposal of Jack Farelly Company, Waterbury, CT to provide coupon collection services for Carmel Water District #2 at an aggregate cost not to exceed \$6,198; and

BE IT FURTHER RESOLVED that the sum of up to \$3,000 be authorized for excavation contracting services to be required in connection with this authorization; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; 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>	NO
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Kenneth Schmitt	___	___



## RESOLUTION #9

### RESOLUTION ACCEPTING PROPOSAL AHRAE LEVEL II ENERGY AUDIT NEW YORK POWER AUTHORITY

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby accepts the proposal of New York Power Authority dated September 13, 2016 for the performance of a AHRAE Level II Energy Audit for the Town of Carmel Town Hall Facility at a cost not to exceed \$5,239.50;

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate this authorization; 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 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 2017, to be held on the 2<sup>nd</sup> day of November, 2016 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>\$ 753,460.00</b>
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	<b>\$1,200,000.00</b>
Carmel Volunteer Fire Dept.	Fire Protection-Fire Protection Dist. #3	<b>\$ 707,000.00</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	___	___

## RESOLUTION #11

### RESOLUTION PURSUANT TO TOWN OF CARMEL TOWN CODE §156-28

RESOLVED that the Town Board of the Town of Carmel, pursuant to Carmel Town Code §156-28 hereby refers the draft of proposed local law of 2016, regarding multi-family dwellings, to the Town of Carmel Planning Board for its review, comment and/or recommendation.

#### 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 PURSUANT TO TOWN OF CARMEL TOWN CODE §156-76

RESOLVED that the Town Board of the Town of Carmel, pursuant to Carmel Town Code §156-76 hereby refers proposed local law of 2016 regarding coops and attached runs for chickens, to the Town of Carmel Planning Board for its review, comment and/or recommendation.

#### 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 #13

### RESOLUTION AWARDING BIDS FOR THE COLLECTION OF REFUSE OF GARBAGE, RECYCLABLE MATERIALS AND BULK REFUSE IN THE TOWN OF CARMEL GARBAGE DISTRICT CONTRACT NO. C-223

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for the collection of refuse, garbage, recyclable materials and bulk refuse within the Town of Carmel Garbage District; and

WHEREAS the Town Board of the Town of Carmel has reviewed the bids submitted for such services and has conducted inquiry into the qualifications of the lowest respective bidders;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for collection of refuse, garbage, recyclable materials and bulk refuse within the Town of Carmel Garbage District to the lowest responsible bidders as follows:

- TO: R&S Waste Service, 500 Mamaroneck Ave., Harrison, NY 10528  
Option Cluster-B: at an annual contract price of \$252,897.84;
- TO: AAA Carting, 480 Furnance Dock Rd., Cortlandt Manor, NY 10567  
Single Family - \$241.32 annual cost per unit;

All optional additional services to be contracted between contractor and resident provided by on pages 72 and 73 of Bid Specifications as attached hereto 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	_____	_____

**BIDDERS WHO SUBMIT A BID FOR SINGLE FAMILY HOMES COLLECTIONS MUST PROVIDE PRICING IN ALL AREAS INDICATED OR THE BID SHALL BE CONSIDERED DEFECTIVE.**

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 65 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED ONLY ONE TIME PER WEEK. (Container NOT supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words\_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 95 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED ONLY ONE TIME PER WEEK. (Container NOT supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words\_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 65 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED ONLY ONE TIME PER WEEK. (Container To Be supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words\_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 95 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED ONLY ONE TIME PER WEEK. (Container To Be supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words\_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 65 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED TWICE PER WEEK. (Container NOT supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words \_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 95 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED TWICE PER WEEK. (Container NOT supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words \_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 65 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED TWICE PER WEEK. (Container To Be supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words \_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR ONE EXTRA 95 GALLON REFUSE CONTAINER WHICH WILL BE COLLECTED TWICE PER WEEK. (Container To Be supplied by Contractor)**

Annual Cost - \$\_\_\_\_\_

Words \_\_\_\_\_

**COST TO BE CHARGED TO RESIDENT FOR DRIVEWAY SERVICE.  
Advanced Billing not to exceed quarterly cycles in frequency**

Annual Cost - \$\_\_\_\_\_