

**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**  
[www.carmelny.org](http://www.carmelny.org)

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

**TOWN BOARD VOTING MEETING**  
**Wednesday, December 20, 2017 7:00pm**

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**Pledge of Allegiance – Moment of Silence"**

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**Town Board Voting Meeting:**

- Accept Town Board Minutes November 21, 2017
- 1. Res: Accepting Proposal for Services - Town of Carmel Website
- 2. Res: Authorizing Budget Revisions #2017/07
- 3. Res: Authorizing Entry into Contracts with Penflex, Inc. for Service Award Program Administration
- 4. Res: Authorizing Reduction of Bond –Ronin Property Group, LLC TM# 74.11-1-20
- 5. Res: Authorizing Extension of Contract for Operation and Maintenance Services Carmel Sewer Districts #1,#2, #3, #4, #5, #6, #7 and #8 Carmel Water Districts #2, #3 and #12
- 6. Res: Authorizing the Awarding of Bid – Town Hall Cleaning Services Contract #C249
- 7. Res: Authorizing Payment for Emergency Repairs Carmel Sewer District #2
- 8. Res: Authorizing Payment for Emergency Repairs Carmel Water District #3
- 9. Order Calling for Public Hearing In the Matter of The Increase and Improvement of the Facilities of Carmel Water District No. 2, in the Town of Carmel, Putnam County, New York (January 10, 2017)
- 10. Res: Authorizing Submission of Certification Form to the New York State Economic Development Assistance Program and New York State Dormitory Authority Grant Project ID# 3654
- 11. Res: Authorizing Removal of Clerk to Town Justice Title from the Collective Bargaining Unit of the Town of Carmel Employees Represented by CSEA, Local 1000, AFSCME, AFL-CIO, Town of Carmel Unit, Putnam County, Local 840
- 12. Res: Authorizing Entry Into Agreement for Consulting Engineering Services

- **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 FOR SERVICES – TOWN OF CARMEL WEBSITE

RESOLVED THAT the Town Board of the Town of Carmel, hereby accepts the proposal of Virtual Town Hall Holdings, LLC, Boxborough, MA for revisions and update to the Town of Carmel website at a cost not to exceed \$3,000 and in accordance with the proposal on file in the Office of the Town Supervisor; 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 #2

### RESOLUTION AUTHORIZING BUDGET MODIFICATIONS

WHEREAS the Town Comptroller has reviewed the proposed Final Budget Modifications for the period ending November 30, 2017 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 November 30, 2017 , as shown on itemized on Schedule 2017/07 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 NOVEMBER 2017 - #2017/07**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100.1220.0011	SUPERVISOR STAFF SALARY EXPENSE	5,000.00	
	100.1315.0010	COMPTROLLER SALARY EXPENSE	5,000.00	
	100.1440.0010	ENGINEER SALARY EXPENSE	5,000.00	
	100.3120.0011	POLICE- UNIFORM SALARY EXPENSE	5,000.00	
	100.1989.9909	APPROPRIATED FUND BALANCE	*	20,000.00
		- PROVIDE FOR SALARY ADJUSTMENTS PER AUTHORIZED RESOLUTION		
2	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFITS	4,500.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	4,500.00
		- PROVIDE FOR HIGHWAY ADMIN EMPLOYEE BENEFITS		
3	100.1110.0012	JUSTICE COURT OVERTIME	1,000.00	
	100.1110.0046	JUSTICE COURT INTERPRETING SERVICES	2,000.00	
	100.1110.0086	RETIREEES HEALTH INSURANCE		3,000.00
		- TRANSFER FOR INTERPRETING SERVICES		
4	100.1315.0086	RETIREEES HEALTH INSURANCE	600.00	
	100.5010.0086	RETIREEES HEALTH INSURANCE	3,200.00	
	100.1315.0080	COMPTROLLER EMPLOYEE BENEFITS		3,800.00
		- TRANSFER FOR INCREASE IN COST OF MEDICARE REIMBURSEMENT		
5	100.1420.0044	LABOR LEGAL SERVICES	25,000.00	
	100.1420.0041	LITIGATION LEGAL SERVICES		15,000.00
	100.1420.0042	JUSTICE COURT PROSECUTION		5,000.00
	100.1420.0047	CERTIORARI LEGAL SERVICES		5,000.00
		- TRANSFER FOR LABOR LEGAL SERVICES		
6	100.1620.0021	BUILDING MOTOR VEHICLES	3,000.00	
	100.1620.0040	BUILDING CONTRACTUAL EXPENSES	4,000.00	
	100.1620.0080	BUILDING EMPLOYEE BENEFITS		7,000.00
		- TRANSFER FOR VEHICLE REPAIRS AND CONTRACTUAL EXPENSES		
7	100.1970.0040	OFFICE SUPPLIES	2,000.00	
	100.5132.0040	HIGHWAY GARAGE CONTRACTUAL EXPENSES	3,000.00	
	100.1910.0040	INSURANCE EXPENSE		5,000.00
		- TRANSFER FOR OFFICE SUPPLIES AND HIGHWAY GARAGE EXPENSES		
8	100.3120.0024	POLICE ACCIDENT REPAIRS	1,100.00	
	100.3120.0045	POLICE VEHICLE MAINTENANCE		1,100.00
		- TRANSFER FOR POLICE ACCIDENT REPAIRS		
9	100.7110.0040	PARK CONTRACTUAL EXPENSES	3,500.00	
	100.7113.0040	CHAMBER PARK CONTRACTUAL EXPENSES	500.00	
	100.7110.0080	PARK EMPLOYEE BENEFITS		3,000.00
	100.7110.0086	RETIREEES HEALTH INSURANCE		1,000.00
		- TRANSFER FOR MISC RECREATION EXPENSES		
10	100.8510.0045	PARK IMPROVEMENT UPGRADES	5,951.00	
	100.1910.0040	INSURANCE EXPENSE		5,951.00
		- TRANSFER FOR THE COST TO REPAIR THE VETERANS MEMORIAL		
<b>HIGHWAY FUND</b>				
11	500.5110.0014	GENERAL REPAIR LONGEVITY	1,710.00	
	500.5110.0013	GENERAL REPAIR TEMPORARY LABOR		1,710.00
		- TRANSFER FOR GENERAL REPAIR LONGEVITY		
12	500.5130.0040	MACHINERY REPAIR EXPENSES	20,000.00	
	500.5110.0083	WORKERS COMPENSATION INSURANCE		5,000.00
	500.5110.0086	RETIREEES HEALTH INSURANCE		15,000.00
		- TRANSFER FOR MACHINERY REPAIRS		
13	500.5130.0084	HEALTH INSURANCE	1,200.00	
	500.5140.0084	HEALTH INSURANCE	600.00	
	500.5142.0084	HEALTH INSURANCE	600.00	
	500.5110.0084	HEALTH INSURANCE		2,400.00
		- TRANSFER FOR HEALTH INSURANCE EXPENSE		
14	500.5140.0049	OTHER EXPENDITURES	1,000.00	
	500.5140.0083	WORKERS COMPENSATION INSURANCE		1,000.00
		- TRANSFER FOR MISC HIGHWAY EXPENSES		

**TOWN OF CARMEL**  
**BUDGET REVISIONS NOVEMBER 2017 - #2017/07**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
	<b>LAKE CASSE PARK DISTRICT</b>			
15	401.7140.0040	CONTRACTUAL EXPENSES	1,000.00	
	401.7140.0020	EQUIPMENT		500.00
	401.7140.0041	SUPPLIES AND MATERIALS		500.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
	<b>CARMEL WATER DISTRICT #2</b>			
16	602.8310.0044	ENGINEERING SERVICES	43,000.00	
	602.8310.0099	REPAIR RESERVE FUND		43,000.00
		- TRANSFER FOR DISTRIBUTION SYSTEM FACILITY PLAN		
	<b>CARMEL WATER DISTRICT #4</b>			
17	604.8310.0047	EMERGENCY REPAIRS	25,000.00	
	604.8310.0040	CONTRACTUAL REPAIRS		5,000.00
	604.8310.0099	REPAIR RESERVE FUND		10,000.00
	604.8310.9909	APPROPRIATED FUND BALANCE	*	10,000.00
		- PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS		
	<b>CARMEL WATER DISTRICT #6</b>			
18	606.8310.0048	OTHER OPERATING EXPENSES	1,800.00	
	606.8310.0099	REPAIR RESERVE FUND		1,800.00
		- TRANSFER FOR LABORATORY SAMPLING		
	<b>CARMEL WATER DISTRICT #10</b>			
19	610.8310.0047	EMERGENCY REPAIRS	10,000.00	
	610.8310.0099	REPAIR RESERVE FUND		4,000.00
	610.8310.9909	APPROPRIATED FUND BALANCE	*	6,000.00
		- PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS		
	<b>CARMEL WATER DISTRICT #13</b>			
20	613.8310.0047	EMERGENCY REPAIRS	4,000.00	
	613.8310.0099	REPAIR RESERVE FUND		4,000.00
		- TRANSFER FOR EMERGENCY REPAIRS		
	<b>CARMEL SEWER DISTRICT #2</b>			
21	702.8130.0046	PURCHASE OF WATER	150.00	
	702.8130.0141	MICRO - CHEMICAL EXPENSES	15,000.00	
	702.8130.0048	OTHER OPERATING EXPENSES		150.00
	702.8130.0090	CONTINGENCY		15,000.00
		- TRANSFER FOR THE PURCHASE OF WATER AND MICROFILTRATION CHEMICALS		
	<b>CARMEL SEWER DISTRICT #6</b>			
22	706.8130.0047	WASTE DISPOSAL/SLUDGE HAULING	6,000.00	
	706.8130.0099	REPAIR RESERVE FUND		6,000.00
		- TRANSFER FOR SLUDGE HAULING		

**TOWN OF CARMEL**  
**BUDGET REVISIONS NOVEMBER 2017 - #2017/07**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
		<b>HIGHWAY RESURFACING CAPITAL PROJECT</b>		
	950-5112-0045	CONTRACTED PAVING SERVICES	42,500.00	
	950-5112-0012	PROJECT OVERTIME		35,500.00
	950-5112-0048	OTHER PROJECT EXPENDITURES		300.00
	950-5112-0082	FICA/MED EXPENSE		6,700.00
		<b>- REVISE CAPITAL PROJECT COST</b>		

## RESOLUTION #3

### RESOLUTION AUTHORIZING ENTRY INTO CONTRACTS WITH PENFLEX INC. FOR SERVICE AWARD PROGRAM ADMINISTRATION

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of Carmel Fire Protection Districts #1 and #2, hereby authorizes entry into Service Aware Program Service Agreements with Penflex Inc., of Latham, NY for administration services for the Fire Protection District Service Award Programs for year 2018 as contained within the proposal of September 1, 2017 which is attached hereto and made a part hereof, at estimated costs of \$6400.00 for Fire Protection District #1 and 7,000.00 for Fire Protection District #2; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation required to effect this authorization on the terms set forth herein.

#### 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	_____	_____

# Penflex, Inc. 11/1/2017-10/31/2018 Service Fee Agreement

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

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### Standard Services Fee Schedule

Base Fee: \$3,700, \$0 change from 2016

Per-Participant Fee: \$18, \$0 change from 2016

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2016

**Total Estimated Standard and Distribution Services Fees: \$6,400**

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### Preparation of Financial Statement Disclosures

PLEASE CHECK 'YES' OR 'NO':

Complete the NYS LOSAP Audit Package\* for a fee of \$495: ☐ Yes ☐ No

\* Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package\* for a fee of \$750: ☐ Yes ☐ No

\* Please refer to the newsletter titled 'New GASB Accounting and Financial Reporting Requirements' for more information.  
For a sample GASB 73 package, please email: [info@penflexinc.com](mailto:info@penflexinc.com)

If YES, please complete the following information:

Auditing Firm \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

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

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

\_\_\_\_\_  
Supervisor  
Town of Carmel

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



**Penflex, Inc. 11/1/2017-10/31/2018 Service Fee Agreement**

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

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**Standard Services Fee Schedule**

Base Fee: \$3,700, \$0 change from 2016

Per-Participant Fee: \$18, \$0 change from 2016

Payment certification and trustee directive letters: \$75 per letter, \$0 change from 2016

**Total Estimated Standard and Distribution Services Fees: \$7,000**

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**Preparation of Financial Statement Disclosures**

PLEASE CHECK 'YES' OR 'NO':

Complete the NYS LOSAP Audit Package\* for a fee of \$495: \_\_\_\_\_ Yes \_\_\_\_\_ No

\* Please refer to the enclosed newsletter titled 'New York State Volunteer Firefighter LOSAP Audit Requirement' for more information

Complete the GASB 73 Package\* for a fee of \$750: \_\_\_\_\_ Yes \_\_\_\_\_ No

\* Please refer to the newsletter titled 'New GASB Accounting and Financial Reporting Requirements' for more information.  
For a sample GASB 73 package, please email: [info@penflexinc.com](mailto:info@penflexinc.com)

If YES, please complete the following information:

Auditing Firm \_\_\_\_\_

Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

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

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

\_\_\_\_\_  
Supervisor  
Town of Carmel

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

## RESOLUTION #4

### AMENDED RESOLUTION AUTHORIZING REDUCTION OF BOND – RONIN PROPERTY GROUP, LLC TM #74.11-1-20

WHEREAS application has been made by Ronin Property Group, LLC for reduction of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for the property owned by applicant located at 3 Green Acres Lane, Mahopac, NY, Tax Map #74.11-1-20; and

WHEREAS said application had been previously reviewed by the Town Engineer and a reduction of the bond has been previously recommended and approved by the Planning Board; and

NOW therefore be it resolved that the Town Board of the Town of Carmel hereby authorizes the reduction of the aforementioned bond posted for the Ronin Property Group, LLC, from its current amount of \$189,000 to \$37,800.00.

#### 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 #5

### RESOLUTION AUTHORIZING EXTENSION OF OF CONTRACT FOR OPERATION AND MAINTENANCE SERVICES CARMEL SEWER DISTRICTS #1, #2, #3, #4, #5, #6, #7 AND #8 CARMEL WATER DISTRICTS #2, #3 AND #12

RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of the eight duly-formed Sewer Districts of the Town of Carmel, and acting as Commissioners of Carmel Water Districts #2, #3 and #12, hereby authorizes entry into extension of the existing contract for operation and maintenance services for the referenced sewer districts and water districts with Inframark, LLC (formerly known as Severn Trent Environmental Services) through and including February 28, 2018;

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the extension agreement as authorized herein.

#### 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 AUTHORIZING THE AWARDING OF BID TOWN HALL CLEANING SERVICES CONTRACT #C249

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Town Hall Cleaning Services for years 2018 and 2019; and

WHEREAS such bids were received and opened on November 15, 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 awards the bids for Town Hall Cleaning Services to CTE, Inc., Reliable Cleaning Systems, Carle Place, NY, the lowest responsible bidder who met specifications at a base contract cost of \$35,870 for year 2018; \$36,800 for year 2019 and two single-year options for renewal in favor of the Town of Carmel at base contract costs of \$37,900 and \$39,000 for 2020 and 2021 respectively; 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 #7

### RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY REPAIRS CARMEL SEWER DISTRICT #2

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes payment for emergency repairs to the Mechanic Street pump station generator within Carmel Sewer District #2 as performed by Magpro Services, LLC , Carmel, NY in accordance with the invoice dated November 22, 2017 at a cost of \$7,640.13; 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 #8

### RESOLUTION AUTHORIZING PAYMENT FOR EMERGENCY REPAIRS CARMEL WATER DISTRICT #3

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #3, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes payment for emergency repairs to the Carmel Water District #3 wells, specifically well #3 and well #5 to Bee & Jay Plumbing, Mahopac, NY in the total amount of \$15,143.50 in accordance with the invoices dated 12/14/17; and

BE IT FURTHER RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #3, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes payment for potable water supplied as a result of emergency repairs needed upon to the Carmel Water District #3 wells, to Durkin Water co, LLP, Brewster, NY Bee & Jay Plumbing, Mahopac, NY in the total amount of \$7,166.18 in accordance with the invoices dated 12/14/17;

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 #9**

### **ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF FACILITIES OF CARMEL WATER DISTRICT #2 IN THE TOWN OF CARMEL, PUTNAM COUNTY, NY**

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Carmel Water District No. 2, in the Town of Carmel, Putnam County, New York (the "Water District"), consisting of the purchase and installation of approximately 13,000 linear feet of water main, including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith at a maximum estimated cost of \$2,300,000; and

WHEREAS, said project has been determined to be a "Type II Action" pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, such regulations provide will not result in any significant adverse environmental impacts; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Water District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. A public hearing will be held in the Town Hall, in Mahopac, New York, in said Town, on January 10, 2018, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the Water District, in the Town of Carmel, Putnam County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as **Exhibit A** and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

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	_____	_____



## **NOTICE OF PUBLIC HEARING**

### **Water District No. 2 of the Town of Carmel, Putnam, New York**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Carmel, Putnam County, New York, will meet in the Town Hall, in Mahopac, New York, in said Town, on January 10, 2018, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of Carmel Water District No. 2, in said Town, consisting of the purchase and installation of approximately 13,000 linear feet of water main, including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith at a maximum estimated cost of \$2,300,000.

The capital project described above has been determined to be a "Type II Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") which such regulations provide will not result in any significant environmental adverse impacts. The map, plan and report are available in the office of the Town Clerk, where they may be inspected during regular office hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

**Dated: December \_\_\_\_, 2017.**  
**Carmel New York,**

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF CARMEL, PUTNAM COUNTY, NY**

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**Town Clerk**

## RESOLUTION #10

### RESOLUTION AUTHORIZING SUBMISSION OF CERTIFICATION FORM TO THE NEW YORK STATE ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM AND NEW YORK STATE DORMITORY AUTHORITY GRANT PROJECT ID # 3654

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the submission of a Certification Form and all necessary attachments to the New York State Dormitory Authority in connection with Grant Project ID # 3654 sought from and/or awarded by the New York State Economic Development Assistance Program (NYSEDAP) in connection with improvements of existing facilities and construction of a municipal recreation facility at Sycamore Park; and

BE IT FURTHER RESOLVED that the Town Supervisor is authorized to sign said Certification Form and any and all necessary addenda for submission to the New York State Dormitory Authority on behalf of the Town.

#### 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 REMOVAL OF CLERK TO TOWN JUSTICE TITLE FROM THE COLLECTIVE BARGAINING UNIT OF TOWN OF CARMEL EMPLOYEES REPRESENTED BY CSEA, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF CARMEL UNIT, PUTNAM COUNTY, LOCAL 840

RESOLVED, that based on factors including notification of the Town of Carmel by the County of Putnam Personnel Department that the title "Clerk To Town Justice" cannot be included within a collective bargaining unit because it is an exempt class and confidential as those terms are defined by the New York State Civil Service Law, effective January 1, 2018, the Town Board of the Town of Carmel hereby removes the title "Clerk to Town Justice" from the collective bargaining unit of Town of Carmel employees represented by Civil Service Employees Association, Inc., Local 1000, AFSCME, Town of Carmel Unit, Putnam County, Local 840.

#### 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 AUTHORIZING ENTRY INTO AGREEMENT FOR CONSULTING ENGINEERING SERVICES

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry in an agreement with John E. Folchetti, PE of J. Robert Folchetti & Associates, LLC of Brewster, NY for consulting engineering services to be rendered to the Town of Carmel in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the referenced 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	_____	_____

## **AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January, 2018, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and J. ROBERT FOLCHETTI & ASSOCIATES, LLC, whose address is 31 Sodom Road, Brewster, NY (hereinafter referred to as "FOLCHETTI") and JOHN E. FOLCHETTI, P.E., Individually, whose address is 31 Sodom Road, Brewster, NY (hereinafter referred to as "J.E.F., P.E.").

### **WITNESSETH:**

WHEREAS, the TOWN desires to secure the services of a licensed professional engineer to provide consulting engineering services to the TOWN; and;

WHEREAS, J.E.F., P.E. is and experienced engineer properly licensed by the State of New York and is willing to be retained as consulting engineer for the TOWN;

WHEREAS, FOLCHETTI is an experienced engineering Firm properly licensed by the State of New York and is willing to be retained as capital projects consulting engineer for the TOWN;

### **NOW THEREFORE IT IS AGREED:**

## **SECTION I - EMPLOYMENT**

J.E.F., P.E. is hereby retained to provide consulting engineering services to the Town in form, scope and detail as outlined in the proposal for engineering services dated November 2, 2013 and attached hereto as Exhibit "A". In the event that there exists a conflict with the provisions contained in the Agreement and Schedule "A" attached, the express terms of this Agreement shall control.

Basic Services: The Parties hereby agree that J.E.F., P.E. shall perform all basic services for a fixed monthly fee as set forth in Section II herein. Basic services shall include, but not be limited to, the following:

- Meet with Supervisor weekly and as requested by Supervisor or Town Board;
- Identify and set individual staff duties and responsibilities;
- Establish and track weekly goals and objectives for staff;
- Implement weekly time sheets to determine how time is spent by staff;
- Potable Water and Wastewater: coordinate with operators to identify needs and coordinate with regulatory agencies regarding compliance;
- Highway: work with highway Superintendent to implement, design and identify his/her capital needs; Provide design services for Highway capital projects with estimated construction value less than \$250,000.00
- Develop Capital Plan (Potable Water / Wastewater / Highway) for consideration of Town Board;
- Storm Water / MS4: Develop MS4 Compliance Plan and Conduct IDDE inspections;
- Planning Board Review Oversight: work with Town Engineer and Town Planner to establish SEQRA scope; review Town Engineer comments; review bond and escrow recommendations; conduct site visits as required during review stage.

- Parks and Recreation: work with Superintendent to implement, design and identify his/her capital needs; Provide design services for Parks & Recreation capital projects with estimated construction value less than \$250,000.00
- Update, launch and maintain existing GIS system
- Assist Town Engineer in Implementing Asset Management Program
- Assist Town Grant Writer with grant applications; in the event there is no Town Grant Writer prepare and submit grants on behalf of the Town
- At the conclusion of each capital project designed/constructed under FOLCHETTI oversight provide after action report detailing the following information:
  - Original construction estimate
  - Contract & actual costs for the following: design; survey; permitting; bid assistance; additional services; construction administration
  - Design & construction administration as a percentage of the construction estimate
  - Total engineering as a percentage of the construction estimate
  - Final construction cost
  - Difference between final construction cost & original construction estimate

Capital Projects: The Parties hereby agree that all water and/or wastewater capital project work shall be awarded to FOLCHETTI provided that the construction value of the project shall not exceed Two Million Two Hundred and Fifty Thousand (\$2,250,000.00) Dollars of estimated construction cost. Excluded from such award shall be all currently identified retro-fit projects (East of Hudson Projects).

The parties further agree that for water and/or wastewater capital projects in excess of Two Million Two Hundred and Fifty Thousand (\$2,250,000.00), and for capital projects other than water and /or wastewater, the parties shall mutually establish a pre-qualified list of Engineering Firms, inclusive of FOLCHETTI, from which Requests For Proposals shall be made. The parties agree to mutually establish a Request For Qualifications for the purpose of establishing an acceptable list of Engineering Firms for capital projects in excess of Two Million Two Hundred and Fifty Thousand (\$2,250,000.00) Dollars. Thereafter, the TOWN may, in its sole discretion, select an Engineering Firm from said list in accordance with all applicable New York State Laws.

FOLCHETTI agrees to limit all automatic awards from the TOWN only to those projects involving water and/or wastewater work. FOLCHETTI agrees to provide detailed scoping of all Requests For Proposal to assist the TOWN in its consideration of same.

FOLCHETTI further agrees to cap its design/bid assistance fees to seven and one half (7.5%) Percent of construction cost for any automatically awarded projects under the within agreement exclusive of SEQRA, Permitting, mapping and subsurface investigations. SEQRA & Permitting will be a direct cost to the TOWN; mapping and subsurface investigations will be at direct billed cost to the Town by the providing third party vendor. Construction Engineering will be scoped and priced, for approval by the Town Board, at the conclusion of design. FOLCHETTI further agrees to cap its construction engineering fees to seven (7.0%) Percent of construction cost for any automatically awarded projects.

## **SECTION II - COMPENSATION**

For basic services to be performed hereunder, TOWN agrees to pay J.E.F., P.E. a fixed monthly fee of Ten Thousand (\$10,000.00) dollars payable in advance on the first of each month. TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

### **SECTION III - EXPENSES**

It is understood and agreed that any reasonable expenses incurred by FOLCHETTI and/or J.E.F., P.E. in connection with the duties contemplated in this agreement will either be paid directly by the TOWN or if advanced by FOLCHETTI and/or J.E.F., P.E. will be reimbursed by the TOWN upon review and audit of vouchers submitted by FOLCHETTI and/or J.E.F., P.E. for such reimbursement.

### **SECTION IV - INDEMNIFICATION**

TOWN agrees to indemnify FOLCHETTI and/or J.E.F., P.E. and hold FOLCHETTI and/or J.E.F., P.E. harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of FOLCHETTI and/or J.E.F., P.E. or his agents, servants or employees, in connection with FOLCHETTI's and/or J.E.F., P.E.'s provision of services under this agreement except for intentional negligence. Nonetheless, FOLCHETTI and/or J.E.F., P.E. agrees to maintain professional malpractice insurance at all times during this agreement in a minimum amount of Two Million and no/hundredths (\$2,000,000.00) dollars.

### **SECTION V- TERM**

The terms of this agreement shall commence on January 1, 2018 and may be terminated by either party by resolution of the Town Board upon no less than thirty (30) days written notice to FOLCHETTI and/or J.E.F., P.E. or by FOLCHETTI and/or J.E.F., P.E. upon 30 days written notice to the Town's Supervisor. The within Agreement shall terminate on December 31, 2021.

### **SECTION VI- RENEWAL**

This contract shall be subject to renewal and/or extension for a period of four additional years by mutual written agreement of the parties prior to the expiration date set forth above.

### **SECTION VII- FOLCHETTI NOT AN EMPLOYEE**

It is further understood and agreed by the TOWN that FOLCHETTI and J.E.F., P.E. shall serve in the capacity of an independent contractor. FOLCHETTI and J.E.F., P.E. agrees not to hold himself out as an officer or employee of the TOWN nor shall he make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to said officers or employees of the TOWN. Nothing contained herein shall be deemed to prohibit the TOWN from providing said benefits if it is legally permissible and if the TOWN elects to do so.

## **SECTION VIII – AUDIT**

All billing under this Contract shall be subject to audit by the Town at FOLCHETTI'S offices during regular business hours. FOLCHETTI shall permit the TOWN'S representative to have access to all necessary books, records and information to verify such billing for a period of one (1) year beyond date of TOWN'S receipt of billing.

## **SECTION IX – ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, whether written or oral.

## **SECTION X – GOVERNING LAW**

This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.

**TOWN OF CARMEL**

By: \_\_\_\_\_  
**KENNETH SCHMITT**  
**SUPERVISOR**

**J. ROBERT FOLCHETTI &  
ASSOCIATES, LLC**

By: \_\_\_\_\_  
**J. ROBERT FOLCHETTI &  
ASSOCIATES, LLC**

**JOHN E. FOLCHETTI, P.E.**

By: \_\_\_\_\_  
**JOHN E. FOLCHETTI, P.E.**