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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 4th day of November 2015 at 7:18 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces.

Supervisor Schmitt announced that prior to the commencement of the Voting Meeting, the Town Board met in Executive Session at 6:00 p.m. with the Wilson Elser law firm with regard to a litigation matter.

RESOLUTION FROM 9/30/15 AMENDED - PUBLIC HEARING RESCHEDULED TO 12/9/15 - PROPOSED LOCAL LAW ENACTING CHAPTER 15 OF THE CODE OF THE TOWN OF CARMEL ENTITLED "EMPLOYMENT FINGERPRINT INQUIRIES" (AMENDED 12/2/15)

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the re-scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 from Wednesday, November 4, 2015 to Wednesday, December 9, 2015 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law enacting Chapter 15 of the Code of the Town of Carmel, entitled "Employment Fingerprint Inquiries"; and

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

Resolution Offered by:	Councilman Schneider				
Seconded by:	Councilman Lupinacci				
Roll Call Vote Jonathan Schn John Lupinacci Suzanne McDo Frank Lombard Kenneth Schm	onough li	YES X X X X X	NO		

<u>PUBLIC HEARING HELD REGARDING THE PRELIMINARY BUDGET FOR THE FISCAL YEAR 2016</u>

Supervisor Schmitt asked the Town Clerk to read the following Notice of Public Hearing as published in the Town's official newspapers:

NOTICE OF PUBLIC HEARING TOWN OF CARMEL PRELIMINARY BUDGET

NOTICE IS HEREBY GIV-EN, that the Town Board of the Town of Carmel will conduct a Public Hearing on the 4th day of November, 2015 at Town Hall, 60 McAlpin Avenue, Mahopac, New York, at 7:00 p.m. or as soon thereafter that evening as possible in regard to the Preliminary Budget for the fiscal year 2016 including the General Town Fund, Highway Funds as well as all Water Districts, Sewer Districts, Park Districts, Fire Districts, Fire Protection Districts, Lighting Districts and Garbage Districts, and BE IT FURTHER NO-TICED that pursuant to Section 108 of the Town Law, the proposed salaries of the following officials for fiscal year 2016 are hereby specified as follows: Supervisor: \$108,514.04, Town Council Members (ea): \$20,038.00, Town Clerk: \$85,194.20 and Highway Superintendent: \$113,398.74;

AND BE IT FURTHER NOTICED, that the Preliminary Budget for the Town of Carmel has been completed and filed in the Office of the Town Clerk, Town Hall, 60 McAlpin Avenue, Mahopac, New York, where it is available for public inspection during office hours.

At said Public Hearing, any resident may be heard in favor of or against the Preliminary Budget as compiled or for or against any item or items contained therein. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

By Order of the Town Board of the Town of Carmel Ann Spofford, Town Clerk

(Cont.)

With no one objecting to the public notice as read, Supervisor Schmitt opened the Public Hearing for public comment at 7:22 p.m. Ten (10) people were in attendance.

Michael Barile commented that a receiver should be appointed to oversee the funding to the Mahopac Volunteer Fire Department while they are under investigation. Mr. Barile went on to suggest that a minimum of \$500,000.00 from their budget request should be removed and returned to the taxpayers in that special district. He stated that when the 2016 Budget is finalized, the Town Board should identify publicly how the funding to the fire department will be managed.

Mr. Barile referenced the proposed 38.9% increase under Building Maintenance in the 2016 Preliminary Budget. He commented that certain enhancements have been made to the Town Hall. However, he indicated that the exterior, lobby and entrance are in need of improvements. Mr. Barile commented that because they are the first thing that the public sees when they enter the building, the two open trash reciprocals on wheels should be replaced.

Mr. Barile referenced the \$525,000.00 proposed allocation for the Engineering Department and commented that the amount could be reduced by 15% to 20% by eliminating the position of Town Engineer and replacing it with a junior engineer from the Town's consulting engineer's staff.

Mr. Barile urged the Town Board to raise their Planning Board fees.

Mr. Barile referenced the proposed increase in connection with outside legal counsel and commented that half of the current year's allocation has been wasted on police arbitration.

Mr. Barile commented with regard to the town-wide revaluation project underway, that the Town Board should retain expert outside legal counsel in connection with the property owned by the City of New York.

Mr. Barile commented that property taxes in the Town have increased 60% over the last 10 years, at an average of 6% per year. He commented that meeting the property tax cap with a 2.6% increase for 2016 is not good news, it should be 0%.

Mr. Barile referenced recent comments made by the members of the Town Board calling for Putnam County to share their sales tax revenue. He commented that if the County were required to apportion 1% of the sales tax revenue back to the Town, they would look to charge back to the Town for services that they provide.

Mr. Barile commented that with the Police Department not having a contract for over four years and the Highway Department not having a contract for five years, the timing is not right for elected officials to be awarding themselves a raise. He suggested that the Supervisor should be the highest salaried in the Town.

Mr. Barile inquired about the Police Department's and the Highway Department's contract negotiations and questioned what the Town Board intended to do with regard to the Mahopac Volunteer Fire Department's funding.

Supervisor Schmitt stated that the Town Board is hopeful that in the near future an agreement will be reached with regard to the ongoing negotiations with the Police Department and the Highway Department. He stated that the funding to the Mahopac Volunteer Fire Department will be reduced by \$550,000.00. Their contract with the Town will be restructured and there will be safeguards put in place to protect the taxpayer's money.

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Mr. Barile commented that since the Town will be providing \$1.2 in funding to the Mahopac Volunteer Fire Department, the \$175 weekly rent charged by them for the use of a room in their firehouse by the senior citizen group should be deducted.

Councilman Lombardi clarified that this fee is paid by the Department of Recreation and Parks, not by the individual senior citizens.

Jerry Ravnitzky stated that he did not see an item on the agenda with regard to public comment on non-agenda items.

Supervisor Schmitt pointed out that the item is listed under Open Forum.

Mr. Ravnitzky agreed that it is inappropriate for the senior citizen group to be charged a fee by the Mahopac Volunteer Fire Department for the use of a room.

Mr. Ravnitzky congratulated the newly reelected Town officials and commented on the need for more public involvement in the election process, particularly from those enrolled in the Democratic Party.

Mr. Ravnitzky questioned with regard to the Mahopac Volunteer Fire Department, how the embezzlement of funds could take place for years without anyone in the Town being aware. He suggested that for greater control, the Mahopac Volunteer Fire Department should be required to change from a fire protection district to a fire district.

Supervisor Schmitt reiterated that there will be measures put in place in the contract with the Mahopac Volunteer Fire Department to protect the taxpayer's money. He assured Mr. Ravnitzky that changes will be made and the public will be advised. Supervisor Schmitt pointed out that as a fire protection district, the Mahopac Volunteer Fire Department is currently a contract vendee and therefore, the Town has no oversight or accountability for that money.

With no one else present wishing to be heard on the subject of the Public Hearing, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and in agreement, the Public Hearing was closed at 7:45 p.m.

CARMEL FIRE DEPARTMENT - DELETION TO THE ACTIVE LIST AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of the following names to the active list of the Carmel Fire Department:

Paul L. Pinna, Carmel NY

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

Roll Call Vote
Jonathan Schneider
John Lupinacci
Suzanne McDonough
Frank Lombardi
X
Kenneth Schmitt

Councilman Lombardi
X
YES
NO
X
SUZANO
X
KENNET X

SUZANO
SUZA

Supervisor Schmitt acknowledged Mr. Pinna for his service to the community.

ENTRY INTO CONTRACTUAL AGREEMENT WITH ENERGY COOPERATIVE OF AMERICA FOR ELECTRICAL SUPPLY SERVICES - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contractual agreement with Energy Cooperative of America, Amherst, NY, for the supply of electricity to Town of Carmel buildings and facilities for a period of one (1) year, at a rate of \$.06866 per kilowatt hour, said agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that either Town Supervisor Kenneth Schmitt or Town Comptroller MaryAnn Maxwell are hereby authorized to execute said agreement on behalf of the Town of Carmel, as well as any other and further documentation required to effectuate said agreement on the terms authorized herein.

Resolution					
Offered by:	Councilma	an Lupinad	cci		
Seconded by:	Councilman Lombardi				
Roll Call Vote		YES	NO		
Jonathan Schn	eider	X			
John Lupinacci		X			
Suzanne McDo	nough	X			
Frank Lombard	li	X			
Kenneth Schmi	itt	X			



The Energy Cooperative of America, Inc. 1408 Sweet Home Road, Suite 8 Amherst, New York 14228 Tel: (716) 580-3506 Fax: (716) 932-7337 www.ecamerica.org

ENERGY SUPPLY DISCLOSURE STATEMENT

This Disclosure Statement has important information you need to know before you commit to electric and/or natural gas service from the Energy Cooperative of America, Inc. (ECA). ECA is a Not-for-Profit corporation whose members include a variety of New York electricity and natural gas end users. ECA's purpose is to provide to its members the lowest cost alternative for reliable supplies of electricity and natural gas. This is accomplished by purchasing wholesale energy supplies and services and then disaggregating those supplies and services to ECA members, with the only added cost being its administrative fee to cover its overhead. ECA welcomes new members upon credit qualification and acceptance by its Board of Directors. New members will be required to sign a Membership Form and Billing/Payment History Form. You may terminate your membership by providing thirty (30) days' written notice (this is effectively a month-to-month contract). ECA will provide electricity and/or natural gas to your facilities on a monthly basis. ECA's energy supplies will be delivered to your facilities via the local electric utility's wires or the local natural gas utility's pipelines.

Service Arrangements

Electricity

Electricity supply will be provided to your facilities by ECA on a cost per Kwh basis. This price shall be ECA's weighted average commodity price for a given month plus an administrative fee of \$0.0012 per Kwh together with any applicable taxes or agent fees, if any. In the atternative, negotiated rates may be set forth in the attached Addendum A (these are considered fixed term contracts). The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission. The local electrical utility is also required by law to serve as provider of last resort for commercial electricity supply use, and respond to service calls as set forth hereafter. The provisions of the Home Energy Fair Practices Act protect residential electric members. ECA is required to provide Environmental Disclosure Label information to its electric customers twice a year inserted in their supply bills.

Natural Gas

Natural gas supply will be provided to your facilities by ECA on a cost per Mcf basis. This price shall be ECA's weighted average commodity price for a given month plus an administrative fee of \$0.11 per Mcf together with any applicable taxes or agent fees, if any. In the alternative, negotiated rates may be set forth in the attached Addendum A (these are considered fixed term contracts). The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission. The local natural gas utility is also required by law to serve as provider of last resort for commercial natural gas supply use, and respond to service calls as set forth hereafter. The provisions of the Home Energy Fair Practices Act protect residential natural gas members.

Customer Disclosure Statement

Commodity Type

	Electricity	Natural Gas
Price		
Variable Price	Weighted average NYISO commodity price, plus an administrative fee of \$0.0012 per kWhr, and any applicable taxes and/or agent fees.	Weighted average NYMEX commodity price, plus an administrative fee of \$0.11 per mcf, and any applicable taxes and/or agent fees.
Fixed Price	Fixed price inclusive of the commodity price, administrative fee and any applicable taxes and/or agent fees.	Fixed price inclusive of the commodity price, administrative fee and any applicable taxes and/or agent fees.
Length of Contract	• • • • • • • • • • • • • • • • • • • •	and a gold to be
Variable Price	Month-to-month commencing on the first meter read date.	Month-to-month commencing on the first meter read date.
Fixed Price	Fixed term as indicated in an Addendum signed by the parties.	Fixed term as indicated in an Addendum signed by the parties

(Cont.)

Terms of Renewal Variable Price

Fixed Price

Termination Fees Variable Price Fixed Price

Late Payment Fees

Fixed Price Savings Calculation Variable Price

Eixed Price

Month-to-month until terminated upon 30 days prior notice. Month-to-month after conclusion

of fixed term.

Dependent upon comparison of fixed price with market pricing at time of termination.

1.5% of any unpaid amount, including latest charges, any prior past due balances and outstanding late fees. Same as Variable Price terms.

While not guaranteed, a report will be provided each month that shows ECA's commodity price compared to the utility's rate.

Not applicable.

Month-to-month until terminated upon 30 days prior notice. Month-to-month after conclusion of fixed term.

Dependent upon comparison of fixed price with market pricing at time of termination

1.5% of any unpaid amount, including latest charges, any prior past due balances and outstanding late fees. Same as Variable Price terms.

While not guaranteed, a report will be provided each month that shows ECA's commodity price compared to the utility's rate. Not applicable

Policies

Office Locations and Hours

ECA's offices are located at 1408 Sweet Home Road Suite 8 Amherst, New York 14228, and are open from 8:00 AM to 4:30 PM Monday through Friday. ECA can be reached by telephone at (716) 580-3508. Telephone service hours are from 8:00 AM to 4:30 PM Monday through Friday, and a voice mail directory is in operation at all times.

Bill Payment Process

For electricity: ECA will bill directly for electricity supply and the local electric utility will bill directly for its delivery services. ECA bills will be issued monthly and the local electric utility's bills will be issued per their normal practice, with the exception of those utilities that offer a single bill option, which currently includes National Grid, NYSEG and Rochester Gas & Electric.

For natural gas: ECA will bill for both natural gas supply and the local natural gas utility's delivery services, with the exception of the NYSEG, RG&E, National Grid and National Fuel Residential programs. ECA bills will be issued monthly and payment is due as

The local electric and/or natural gas utility will read your electric/gas meter monthly to calculate your monthly usage. The utility will then assess charges to your account based upon those usages and ECA will use the usages to calculate your monthly charges for energy supply. Should the utility's usage information not be available in a timely fashion, ECA reserves the right to issue a prebill the correct for actual usage. (In lieu of a security deposit) based on estimated usages each month and then adjust a subsequent bill to correct for actual usage shown by meter readings. ECA reserves the right to charge a late payment fee of 1.5% of the amount due for payments along with any past due balances and unpaid late payment fees not made by their due date. Returned checks and failed ACH payments will be assessed a \$25.00 returned check/failed ACH payment charge. If the member defaults, to the extent permitted by taw, ECA will pursue formal collection of any balance owed, together with the expenses of enforcement and collection of said balance, including, without limitation, reasonable attorney's fees and related costs associated with the formal collection of any balance due.

Complaint and Dispute Resolution

If you have any complaints regarding your electric or natural gas service or your monthly bill, please contact us at (716) 580-3506. If ECA's staff cannot resolve your dispute, you will have the opportunity to present your dispute to ECA's Board of Directors at their next scheduled Board meeting. In the mean time, you are obligated to pay any disputed invoice in full, with the exception of any obvious errors, until said dispute can be resolved to the satisfaction of yourself and ECA. If the dispute cannot be resolved within forty-five (45) days, the dispute shall be submitted to binding arbitration conducted pursuant to the rules, regulations and procedures of the American Arbitration Association.

Amendment, Canceliation or Expiration of Agreement

ECA's Membership Agreement may be amended from time to time upon approval of the ECA Board of Directors. Any amendment does not take effect until thirty (30) days after its approval by the Board of Directors. As set forth hereafter, membership in ECA may be terminated upon thirty (30) days' prior written notice, at which time the member may choose another provider of electricity

and/or natural gas, or return to the local utility for its commodity supply. ECA will similarly give the member, as well as the applicable local electric or natural gas utility, a minimum of thirty (30) days' advance written notice prior to a termination of membership in ECA. ECA will follow the New York State Department of Public Service rules and the Home Energy Fair Practices Act to terminate Residential members from the cooperative.

Financial Obligations of the Cooperative

In the event of a default by a cooperative member, the existing members shall not assume any obligation of the cooperative either to the surety that provides any bond or bonds to the cooperative or the supplier of the commodity and/or services. The cooperative would take appropriate action to recover the amount from the defaulting member and return any amount recovered to the reserves of cooperative

Allocation of Partial Payments

If a member does not pay its monthly bill in full, ECA will first credit the amount received to the outstanding balance, including any late fees, and then apply any remainder to current charges. Delinquencies of thirty (30) days or more are cause for termination of membership in ECA upon thirty (30) days' prior written notice. There is no preset termination fee for cancellation of this contract

Historic Billing Information

ECA will consider a member's billing information to be confidential. If a member wishes for the billing information to be provided to the member or to be released to a third party, the member must notify ECA in writing.

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Calls for Service Problems

If a member becomes aware of an electrical or gas emergency condition, experiences an unanticipated loss of electricity or gas service or experiences poor power quality, the member should contact its electric or natural gas utility at:

National Fuel Gas Corporation 1-800-444-3130

National Fuel Gas Corporation 1-800-444-3130 New York State Electric & Gas 1-800-572-1131 National Grid Power Corporation 1-800-932-0301 Rochester Gas & Electric 1-716-646-1100 Consolidated Edison Corp. 1-800-752-6633

Credit Checks

We may verify a member's credit history with either the utility or a credit reporting company upon the member's application for membership in ECA. Determination of credit worthiness will be at ECA's sole discretion in accordance with generally accepted business practices.

Customers' Rights and Obligations

Amendment of Agreement or Change of Electricity Providers

If a member wishes to terminate its membership in ECA and change electricity or natural gas providers, it must provide ECA with thirty (30) days' prior written notice. ECA will notify the local utility of the change of electricity or natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge as determined by the local utility. If ECA terminates the membership, the electricity or natural gas supply will automatically be provided by the local utility under its standard tariff, unless or until the former member chooses another supplier. Residential customers have right to cancel within three business days of receipt of the utility switch letter. Electricity or natural gas may only be shut off by the local utility under procedures approved by the Public Service Commission.

Third Party Notification

A member may direct that its bills be sent to a third party. Such requests must be provided in writing to ECA.

Department of Public Service Complaint Number

You may contact the NYSDPS at its toll-free number (1-888-697-7728) for information about, or questions regarding, energy service providers (ESCOs/Marketers) and the competitive energy market. The Department of Public Service is monitoring complaints against energy service companies. It will not resolve complaints, but an excessive number of complaints may result in an energy supply company no longer being allowed to supply electricity or natural gas. The Department of Public Service toll-free telephone number for residential complaints is 1-800-342-3377. Non-residential (or residential, should they so choose) customers may write the Department of Public Service at: Office of Consumer Services, Delmar Annex, Three Empire State Plaza, Albany, NY 12223-1350 or contact them by e-mail at http://www.dps.state.ny.us.

Addendum A to ECA Disclosure Statement

Transaction Confirmation and Supplement to the ELECTRIC BASE AGREEMENT

Between Seller and Buyer

Dated October 13, 2015

Seller: Address: Energy Cooperative of America 1408 Sweet Home Road Ste 8 Amherst, New York 14228 Telephone: (716) 580-3506 Fax: (716) 932-7337 Buyer: Town of Carmel Address: 60 McAlpin Avenue Mahopac, New York 10541 Telephone: 845-628-1500

Fax:

Type of Service:

Full Requirements

Term:

1 Year Starting after November 2015 meter reads

Price:

12- Month Fixed Price: \$0.06866/kWh

Per Electricity Supply Bid RFB-51-15 Opened October 7, 2015

Dual Billed with (3) Separate Summary Bills one for each group A, B & C

Tax Exempt %

Yes

Quantities:

bandwidth / tolerance is +/- 25%

Special Conditions:

(a) Buyer agrees to notify seller of any material changes in its electric requirements, such as plant shut downs or scaling back of business operations, within five (5) days of the time that

such changes are known by Buyer.

Appropriation Clause: This Agreement shall be deemed executory to the extent that the monies are appropriated in Buyer's current budget for the purposes of this Agreement. This Agreement is not a general obligation of the Buyer. Neither the full faith or credit, nor the taxing power of Buyer is pledged to the payment of any amount due, or to become due, under this Agreement. This Agreement shall be effective to the extent that the monies to be paid hereunder are appropriated in Buyer's Budget. Buyer represents and warrants that it has sufficient monies appropriated and budgeted to meet its financial and contractual obligations for the Term of January 1, 2016 through December 31, 2016 and that it will take all appropriate steps to ensure it appropriates and budgets sufficient monies to meet its future financial and contractual obligations under this Agreement.

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Account Information*: Please see the attached list

ENE	RGY COOPERATIVE	OF AMERICA ("SELLER") TOWN	OF CARME	L ("BUYER")
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By:	(1) 111	Ву:		
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Title:	Execute Dine	Title:		
Date:	10/12/15	Date:		
Date.		Date.		
	Legal Entity Name	Service Address	UTILITY	NYSEG Account No.
	GROUP A			
	TOWN OF CARMEL-A	WAINWRIGHT RD PS WR-1 CARMEL NY 10512	NYSEG	N01000002295871
	TOWN OF CARMEL-A	DUKE RD CARMEL NY 15012	NYSEG	N01000007605843
	TOWN OF CARMEL-A	NEAR 115 FAIR ST PS FS-2 CARMEL NY 10512	NYSEG	N01000003805611
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 115 FAIR ST PS FS-1 CARMEL NY 10512 NEAR 2 EVERETT RD PS#1 CARMEL NY 10512	NYSEG NYSEG	N01000002953388 N01000000992552
	TOWN OF CARMEL-A	NEAR 2 EVERETT RD PS#2 CARMEL NY 10512	NYSEG	N01000001418656
	TOWN OF CARMEL-A	NEAR 8 EVERETT RD PS#3 CARMEL NY 10512	NYSEG	N01000001843580
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 8 EVERETT RD PS ER-4 CARMEL NY 10512 NEAR 16 EVERETT RD PS ER-5 CARMEL NY 10512	NYSEG NYSEG	N01000003974938 N01000001886480
	TOWN OF CARMEL-A	NEAR 22 EVERETT RD PS ER-5 CARMEL NY 10512	NYSEG	N01000001886485
	TOWN OF CARMEL-A	NEAR 26 EVERETT RD PS ER-7 CARMEL NY 10512	NYSEG	N01000001504117
	TOWN OF CARMEL-A	NEAR 26 EVERETT RD PS ER-8 CARMEL NY 10512	NYSEG	N01000001078187
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 30 EVERETT RD PS ER-9 CARMEL NY 10512 EVERETT RD PS ER-10 MAHOPAC NY 10541	NYSEG NYSEG	N01000002782084
	TOWN OF CARMEL-A	NEAR 30 EVERETT RD PS ER-11 CARMEL NY 10512	NYSEG	N01000000694604 N01000001546324
	TOWN OF CARMEL-A	NEAR 46 EVERETT RD PS ER-12 CARMEL NY 10512	NYSEG	N01000002824951
	TOWN OF CARMEL-A	NEAR 56 EVERETT RD PS ER-13 CARMEL NY 10512	NYSEG	N01000004104022
	TOWN OF CARMEL-A	NEAR 56 EVERETT RD PS ER-14 CARMEL NY 10512	NYSEG	N01000001252154
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 56 EVERETT RD PS ER-15 CARMEL NY 10512 NEAR 62 EVERETT RD PS ER-16 CARMEL NY 10512	NYSEG NYSEG	N01000002440287 N01000003340312
	TOWN OF CARMEL-A	NEAR 62 EVERETT RD PS ER-10 CARMEL NY 10512	NYSEG	N01000003340312
	TOWN OF CARMEL-A	NEAR 686 STONELEIGH AVE PUMP CARMEL NY 1051:		N01000005871637
	TOWN OF CARMEL-A	NEAR 659 STONELEIGH AVE CARMEL NY 10512	NYSEG	N01000000499632
	TOWN OF CARMEL-A	NEAR 147 HUGHSON RD N PS CARMEL NY 10512	NYSEG	NO1000003919610
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 17 KELLY RD PS CSD #2 CARMEL NY 10512 HUGHSON RD S CSD #2 CARMEL NY 10512	NYSEG NYSEG	N01000004155586 N01000003307188
	TOWN OF CARMEL-A	NEAR 18 NORTHGATE RD CARMEL NY 10512	NYSEG	NO1000003307188
	TOWN OF CARMEL-A	NEAR 17 ARBORVIEW PUMP CARMEL NY 10512	NYSEG	N01000014021398
	TOWN OF CARMEL-A	LEESIDE RD PS LS-1 CARMEL NY 10512	NYSEG	N01000003600442
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 24 WILLOW RD PS WIL-1 CARMEL NY 10512 NEAR 15 WILLOW RD PS WIL-2 CARMEL NY 10512	NYSEG	N01000002364420 N01000001129972
	TOWN OF CARMEL-A	NEAR 11 WILLOW RD PS WIL-3 CARMEL NY 10512	NYSEG NYSEG	N010000001129972 N010000002407054
	TOWN OF CARMEL-A	NEAR 6 TOWER RD TWR-4 CARMEL NY 10512	NYSEG	N01000002936102
	TOWN OF CARMEL-A	NEAR 6 TOWER RD TWR-3 CARMEL NY 10512	NYSEG	N01000003788213
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 15 TOWER RD TWR-2 CARMEL NY 10512 NEAR 15 TOWER RD TWR-1 CARMEL NY 10512	NYSEG	N01000001657261
	TOWN OF CARMEL-A	NEAR 15 SUNNYCREST RD PS SR-1 CARMEL NY 10512	NYSEG NYSEG	N01000002509206 N01000000507426
	TOWN OF CARMEL-A	NEAR 30 LINDY DR PS-1 CARMEL NY 10512	NYSEG	N01000002252518
	TOWN OF CARMEL-A	NEAR 72 BELDEN RD N CSD # CARMEL NY 10512	NYSEG	NO1000003991635
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 8 RODGERS LN RDG-3 CARMEL NY 10512 NEAR 8 RODGERS LN RDG- CARMEL NY 10512	NYSEG	N01000003264983
	TOWN OF CARMEL-A	NEAR 8 RODGERS LN RDG- CARMEL NY 10512 NEAR 8 RODGERS LN RDG-1 CARMEL NY 10512	NYSEG NYSEG	N01000002839009 N01000001134592
	TOWN OF CARMEL-A	NEAR 33 BELDEN RD PS BEL-1 CARMEL NY 10512	NYSEG	N01000002369106
	TOWN OF CARMEL-A	NEAR 15 CORNISH RD PS U CORN1 CARMEL NY 10512	NYSEG	N01000001432434
	TOWN OF CARMEL-A	CORNISH RD PS L CORNS CARMEL NY 10512	NYSEG	N01000002710226
	TOWN OF CARMEL-A TOWN OF CARMEL-A	CORNISH RD PS L CORN4 CARMEL NY 10512 CORNISH RD PS L CORN5 CARMEL NY 10512	NYSEG NYSEG	N01000002753408 N01000003179785
	TOWN OF CARMEL-A	NEAR 5 CORNISH RD PS L CORN2 CARMEL NY 10512	NYSEG	N01000003179785
	TOWN OF CARMEL-A	NEAR 5 CORNISH RD PSL CORN1 CARMEL NY 10512	NYSEG	N01000003903408
	TOWN OF CARMEL-A	NEAR 11 GLENEIDA RIDGE RD PS GLN1 CARMEL NY 1051		N01000000751289
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 59 GLENEIDA RIDGE RD PSL GLN5 CARMEL NY 105 NEAR 59 GLENEIDA RIDGE RD PSL GLN4 CARMEL NY 105		N01000001687391
	TOWN OF CARMEL-A	NEAR 41 GLENEIDA RIDGE RD PSL GLN3 CARMEL NY 105.		N01000003350154 N01000901644814
	TOWN OF CARMEL-A	NEAR 25 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000002881589
	TOWN OF CARMEL-A	NEAR 8 BELDEN RD S CSD 2 CARMEL NY 10512	NYSEG	N01000001597756
	TOWN OF CARMEL-A	7 SUNSET RDG CARMEL NY 10512-1118	NYSEG	N01000005992748
	TOWN OF CARMEL-A TOWN OF CARMEL-A	NEAR 150 GLENEIDA RIDGE RD PS UGLN1 CARMEL NY 105 NEAR 152 GLENEIDA RIDGE RD PS UGLN2 CARMEL NY 105		N01000003804242 N01000000438796
	TOWN OF CARMEL-A	UPPER GLENEIDA PS UGEN3 CARMEL NY 10512	NYSEG	N01000000142412
	TOWN OF CARMEL-A	NEAR 128 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000003420510
	TOWN OF CARMEL-A	CENTENNIAL RIDG E CARMEL NY 10512	NYSEG	N01000007298334
	TOWN OF CARMEL-A TOWN OF CARMEL-A	UPPER GLENEIDA PS UGLN5 CARMEL NY 10512 NEAR 116 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG NYSEG	N01000002610673 N01000001375807
	TOWN OF CARMEL-A	NEAR 116 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000001375807
	TOWN OF CARMEL-A	NEAR 116 GLENEIDA RIDGE RD CARMEL NY 10512	NYSEG	N01000000992370
	TOWN OF CARMEL-A	N GLENVIEW RD PS NGLN1 CARMEL NY 10512	NYSEG	NO1000000651778
	TOWN OF CARMEL-A	NEAR 76 GLENVUE OR PUMP STA CARMEL NY 1051	2 NYSEG	N01000000694455

(Cont.)

TOWN OF CARMEL-A	NEAR 76 GLENVUE DR CARMEL NY 10512	NYSEG	N01000003634052
TOWN OF CARMEL-A	NEAR 51 GLENVUE DR CARMEL NY 10512	NYSEG	N01000003677077
TOWN OF CARMEL-A	NEAR 27 GLENVUE DR CARMEL NY 10512	NYSEG	N01000002440105
TOWN OF CARMEL-A	NEAR 21 GLENVUE DR CARMEL NY 10512	NYSEG	N01000000783753
TOWN OF CARMEL-A	NEAR 21 GLENVUE DR CARMEL NY 10512	NYSEG	N01000001209683
TOWN OF CARMEL-A	NEAR 3 GLENVUE DR CARMEL NY 10512	NYSEG	N01000003411881
TOWN OF CARMEL-A	NEAR 3670 ROUTE 301 PS 301-1 CARMEL NY 10512	NYSEG	N01000002572279
TOWN OF CARMEL-A	NEAR 3670 ROUTE 301 CSD2 CARMEL NY 10512	NYSEG	N01000002999001
TOWN OF CARMEL-A	9 SUNSET RIDGE CARMEL NY 10512	NYSEG	N01000003042165
TOWN OF CARMEL-A	14 COLLIER DR E PS CDE-1 CARMEL NY 10512-1130	NYSEG	NQ1000002700227
TOWN OF CARMEL-A	14 COLLIER DR E PS CDE-2 CARMEL NY 10512-1130	NYSEG	N01000003552510
TOWN OF CARMEL-A	22 COLUER DR E PS CDE10 CARMEL NY 10512-1130	NYSEG	N01000004150579
TOWN OF CARMEL-A	22 COLLIER DR E PS CDE-9 CARMEL NY 10512-1130	NYSEG	N01000003770245
TOWN OF CARMEL-A	COLLIER DR E PS CDE-8 CARMEL NY 10512	NYSEG	N01000003344322
TOWN OF CARMEL-A	COLLIER DR E PS CDE-7 CARMEL NY 10512	NYSEG	NO1000001681683
TOWN OF CARMEL-A	COLLIER DR E PS CDE-6 CARMEL NY 10512	NYSEG	N01000001299262
TOWN OF CARMEL-A	COLLIER DR E PS CDE-5 CARMEL NY 10512	NYSEG	N01000002150894
TOWN OF CARMEL-A	COLLIER DR E PS CDE-4 CARMEL NY 10512	NYSEG	N01000000489492
TOWN OF CARMEL-A	5 SUNSET DR CARMEL NY 10512	NYSEG	NO1000001762459
TOWN OF CARMEL-A	14 COLLIER DR E PS CDE-3 CARMEL NY 10512-1130	NYSEG	NO1000001890672
TOWN OF CARMEL-A	MECHANIC ST PS CSD #2 CARMEL NY 10512	NYSEG	N01000002470912
TOWN OF CARMEL-A	MEADOW RD PS CARMEL NY 10512	NYSEG	NO1000000831073
TOWN OF CARMEL-A	7 INTERLOCKEN RD CARMEL NY 10512	NYSEG	N01000005222518
TOWN OF CARMEL-A	NEAR 10 CROSBY RD CROS1 CARMEL NY 10512	NYSEG	N01000003429750
TOWN OF CARMEL-A	NEAR 16 CROSBY RD CROS2 CARMEL NY 10512	NYSEG	N01000000489989
TOWN OF CARMEL-A	NEAR 16 CROSBY RD CROS3 CARMEL NY 10512	NYSEG	N01000001299833
TOWN OF CARMEL-A	20 CROSBY RD CARMEL NY 10512	NYSEG	N01000014811293
TOWN OF CARMEL-A	NEAR 10 NORTHGATE RD CSD #2 CARMEL NY 10512	NYSEG	NO1000000958991
TOWN OF CARMEL-A	NEAR 1 BALLA RD BAL-1 CARMEL NY 10512	NYSEG	N01000001001551
TOWN OF CARMEL-A	NEAR 1 BALLA RD BAL-2 CARMEL NY 10512	NYSEG	N01000000575183
TOWN OF CARMEL-A	NEAR 18 NORTHGATE RD CARMEL NY 10512	NYSEG	N01000003983962
TOWN OF CARMEL-A	NEAR 15 LAKE GILEAD RD CARMEL NY 10512	NYSEG	N01000008477143
TOWN OF CARMEL-A	NEAR 22 LAKE GILEAD RD LG-1 CARMEL NY 10512	NYSEG	N01000004069704
TOWN OF CARMEL-A	MEADOWCREST RD CSD #2 CARMEL NY 10512	NYSEG	N01000002397214
TOWN OF CARMEL-A	SEMINARY HILL RD PUMP CARMEL NY 10512	NYSEG	N01000018345322
TOWN OF CARMEL-A	NEAR 22 HILDACAR IN PUMP CARMEL NY 10512	NYSEG	N01000005471131
TOWN OF CARMEL-A	RED MILLS PARK CARMEL NY 10512	NYSEG	N01000060278041
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TOWN OF CARMEL - B	NEAR 140 RED MILLS RD MAHOPAC NY 10541	NYSEG	N01000012097754
TOWN OF CARMEL - B	NEAR 824 ROUTE 6 MAHOPAC NY 10541	NYSEG	N01000059647164
TOWN OF CARMEL - B	927 ROUTE 6 MAHOPAC NY 10541	NYSEG	N01000059635029
TOWN OF CARMEL - B	NEAR 782 S LAKE BLVD MAHOPAC NY 10541	NYSEG	N01000014208961
TOWN OF CARMEL - B	NEAR 865 S LAKE BLVD MAHOPAC NY 10541	NYSEG	N01000016921322
TOWN OF CARMEL - B TOWN OF CARMEL - B	SENIOR&ELLEN PS CWD 10 MAHOPAC NY 10541	NYSEG	N01000016202111
TOWN OF CARMEL - B	CREST DR TANK CWD 10 MAHOPAC NY 10541	NYSEG	NO1000000752493
TOWN OF CARMEL - B	LINDY DRICWD WTR TNK CARMEL NY 10512	NYSEG	N01000002679975
TOWN OF CARMEL - B	DAISY LANE DIST MAHOPAC NY 10541 COUNTRY HILL LTG DIST MAHOPAC NY 10541	NYSEG	NO1000000289090
TOWN OF CARMEL - B	MAHOPAC LTG DIST MAHOPAC NY 10541	NYSEG	N01000000224170
TOWN OF CARMEL - B	CARMEL ST LT CARMEL NY 10512	NYSEG	N01000000192112
TOWN OF CARMEL - B	CARMEL ST LT CARMEL NY 10512	NYSEG	N01000000305201 N01000000272807
TOWN OF CARMEL - B	DAHLIA DR PLANT CSD #7 MAHOPAC NY 10541	NYSEG NYSEG	N01000000272807
TOWN OF CARMEL - B	ROUTE 6 CSD 3-PH MAHOPAC NY 10541		
TOTAL OF CHARLES B	NOUTE 6 CSD 5-PA WIAHOPAC NT 10541	NYSEG	NO1000003745791
TOWN OF CARMEL - B	CREST DR CWD MAHOPAC NY 10541	NYSEG	N01000001436377
TOWN OF CARMEL - B	NEAR 6 KINGS RIDGE RD CWD #8 MAHOPAC NY 10541	NYSEG	N01000003178951
TOWN OF CARMEL - B	RT 6N & SYCAMRE RD LIGHTS MAHOPAC NY 10541	NYSEG	N01000006329718
TOWN OF CARMEL - B	ORCHARD RD PLNT CSD #4 MAHOPAC NY 10541	NYSEG	N01000000156778
TOWN OF CARMEL - B	SPRING & LKSHRE DR MAHOPAC NY 10541	NYSEG	NO1000000220525
TOWN OF CARMEL - B	VINELAND RD CWD #7 MAHOPAC NY 10541	NYSEG	N01000000124362
TOWN OF CARMEL - B	VINELAND RD CSD #6 MAHOPAC NY 10541	NY5EG	N01000000092254
TOWN OF CARMEL - B	DREWVILLE RD PS CSD #8 CARMEL NY 10512	NYSEG	N01000002561173
TOWN OF CARMEL - B	RTE 6 PUMP-CSD # 2 CARMEL NY 10512	NYSEG	N01000000255877
TOWN OF CARMEL - B	VISTA TER CWD9 MAHOPAC NY 10541	NYSEG	N01000000429340
TOWN OF CARMEL - B	2 BALDWIN ST MAHOPAC NY 10541	NYSEG	N01000013922950
TOWN OF CARMEL - B	WEBER HILL RD CWD #6 CARMEL NY 10512	NYSEG	N01000003511243
TOWN OF CARMEL - B	TANYA LN CWD 6 MAHOPAC NY 10541	NYSEG	N01000000122804
TOWN OF CARMEL - B	HEATHER DR NEW CWD #8 MAHOPAC NY 10541	NYSEG	N01000000189811
TOWN OF CARMEL - B	MYRTLE AVE CWD #5 MAHOPAC NY 10541	NYSEG	N01000000052126
TOWN OF CARMEL - B	1OCUST HILL RD MAHOPAC NY 10541	NYSEG	N01000004899712
TOWN OF CARMEL - B	RTES 6 & 52 CWD 2TWR CARMEL NY 10512	NYSEG	N01000001124114
TOWN OF CARMEL - B	OLD ROUTE 6 CSD #2 CARMEL NY 10512	NYSEG	N01000001681030
TOWN OF CARMEL - B	NEAR 21 OLD ROUTE 6 CARMEL NY 10512	NYSEG	N01000020547451
TOWN OF CARMEL - B	RT 6 WTR PLNT CWD #2 CARMEL NY 10512	NYSEG	N01000002401131
TOWN OF CARMEL - B	NEAR 192 SHEAR HILL RD MANOPAC NY 10541	NYSEG	N01000003050614
TOWN OF CARMEL - B	LK MACGREGOR LTG DIST MAHOPAC NY 10541	NYSEG	N01000000256552
TOWN OF CARMEL - B	NEAR 686 STONELEIGH AVE CSD #8 CARMEL NY 10512	NYSEG	N01000004485942
TOWN OF CARMEL - B	NEAR 66 EVERETT RD CWD #2 CARMEL NY 10512	NYSEG	N01000001805373
TOWN OF CARMEL - B	77 JENNIFER LN 12 MAHOPAC NY 10541-4818	NYSEG	N01000000188540
TOWN OF CARMEL - B TOWN OF CARMEL - B	ROUTE 6N CWD #10 MAHOPAC NY 10541 185 ARCHER RD MAHOPAC NY 10541-1911	NYSEG NYSEG	N01000000142372 N01000018968180
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185 ARCHER RD MAHOPAC NY 10541-1911

12 SUMMITT DR MAHOPAC NY 10541 NEAR 4 WAYACROSS RD #6 MAHOPAC NY 10541

2 CAREY ST PLANT CSD #5 MAHOPAC NY 10541

SECOR RD TANK CWD #3 MAHOPAC NY 10541 BIRCH RD CWO#3 MAHOPAC NY 10541

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N01000001306513 N01000001606680

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TOWN OF CARMEL - B	295 NORTH RD MAHOPAC NY 10541	NYSEG	NO1000006137640
TOWN OF CARMEL - B	LK SHORE&BIRCH RD CSO4 MAHOPAC NY 10541	NYSEG	N01000001701515
TOWN OF CARMEL - B	LK SHORE DR LITES MAHOPAC NY 10541	NYSEG	N01000001523422
TOWN OF CARMEL - B	UNDERHILL AVE CSD #4 MAHOPAC NY 10541	NYSEG	NO1000001608017
TOWN OF CARMEL - B	NEAR 8 RED MILLS RD PUMPS MAHOPAC NY 10541	NYSEG	N01000018477117
TOWN OF CARMEL - B	NEAR 187 HILL 5T MAHOPAC NY 10541	NYSEG	N01000059810994
TOWN OF CARMEL + B	NEAR 32 DAHLIA DR PLANT CSD7 MAHOPAC NY 10541	NYSEG	N01000060171097
TOWN OF CARMEL - B	NEAR 58 KENNARD RD MAHOPAC NY 10541	NYSEG	N01000003730611
GROUP C			
TOWN OF CARMEL - C	NEAR 33 ANGELA DR BALLFLD CARMEL NY 10512	NYSEG	NO1000008334245
TOWN OF CARMEL - C	ROUTE 6N MAHOPAC NY 10541	NYSEG	N01000059741017
TOWN OF CARMEL - C	ROUTE 6 CARMEL NY 10512	NYSEG	N01000000736280
TOWN OF CARMEL - C	LONG POND-BEACH LITES MAHOPAC NY 10541	NYSEG	N01000002396620
TOWN OF CARMEL - C	790 LONG POND RD MAHOPAC NY 10541	NYSEG	NO1000001587732
TOWN OF CARMEL - C	790 LONG POND RD MAHOPAC NY 10541	NYSEG	N01000003676327
TOWN OF CARMEL - C	790 LONG POND RD SHOP MAHOPAC NY 10541	NYSEG	N01000003250222
TOWN OF CARMEL - C	NEAR 51 BULLET HOLE RD W MAHOPAC NY 10541	NYSEG	N01000003735214
TOWN OF CARMEL - C	NEAR 90 BULLET HOLE RD & MAHOPAC NY 10541	NYSEG	N01000000748327
TOWN OF CARMEL - C	TN LIGHTS AT LRGE CARMEL NY 10512	NYSEG	N01000000240424
TOWN OF CARMEL - C	ANGELA DR MAHOPAC NY 10541	NYSEG	N01000012360103
TOWN OF CARMEL - C	790 LONG POND RD REC OFF MAHOPAC NY 10541	NYSEG	NO1000000089003
TOWN OF CARMEL - C	60 MCALPINE AVE MAHOPAC NY 10541	NYSEG	NO1000000248005
TOWN OF CARMEL - C	MCALPIN -MUSEUM BLDG MAHOPAC NY 10541	NYSEG	N01000001787746
TOWN OF CARMEL - C	48 MCALPIN AVE MAHOPAC NY 10541	NYSEG	N01000020627410
TOWN OF CARMEL - C	MCALPIN AVE OLD GAR MAHOPAC NY 10541	NYSEG	NO1000004128997
TOWN OF CARMEL - C	MCALPIN AVE MAHOPAC NY 10541	NYSEG	N01000000676981
TOWN OF CARMEL - C	MCALPIN AVE NEW GAR MAHOPAC NY 10541	NYSEG	NO1000004042537
TOWN OF CARMEL - C	MCALPIN MAHOPAC NY 10541	NYSEG	N01000001103290
TOWN OF CARMEL - C	ROUTE 6 MAHOPAC NY 10541	NYSEG	N01000006192371
TOWN OF CARMEL - C	NEAR 36 ANGELA DR BATHHSE CARMEL NY 10512	NYSEG	N01000001596089
TOWN OF CARMEL - C	GRAND MEADOW DR FIELD MAHOPAC NY 10541	NYSEG	N01000059774620



Energy Cooperative of America 1408 Sweet Home Road Suite 8 Amherst, New York 14228 Tel: 716-580-3506 Fax: 716-932-7337 www.ecamerica.org

Energy Cooperative of America Membership Agreement

Company Contact Name (Print)	Title			
Billing Contact (if different from above)	Title	4000		
Firm Name	_			
Firm Billing Address	City	State Zip		
Account Service Address	City	County	State	Zip
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Email Address:	ro e ezamenica i org	
Direct Phone Number:	716-580-3506	x 231
Fax Number:	716-932-7337	
I acknowledge the receipt of	#19	addendums
Date:	9/22/15	
PLEASE NOTE: ESCOs do not h However, if it elects to "no bid" a submit a bid thereafter.	ave to submit a bid on all requested terms certain term option, and that term option	s for its bids to be considered, is then selected, the ESCO cannot
submit a old incidation.		
	or may be grounds for rejection of the proposel, cancollation of	of any subsequent award, or any legal remedies

<u>HIGHWAY DEPARTMENT - PAYMENT FOR VEHICLE REPAIRS AND MODIFICATIONS AUTHORIZED - J&R CUSTOM TRUCK, LLC - \$26,627.90</u>

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the payment of the sum of \$26,627.90 to J&R Custom Truck, LLC, Cortlandt Manor, NY for repairs and modifications performed upon 2006 Freightliner M9 Chassis in accordance with the invoice dated March 22, 2015.

Councilman Lupinacci					
Councilwoman McDonough					
	YES	NO			
Jonathan Schneider					
John Lupinacci					
Suzanne McDonough					
Frank Lombardi					
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	Councilwo eider nough i	Councilwoman Mo	Councilwoman McDonough YES NO eider X X nough X i X		

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The resolution was first offered by Councilwoman McDonough and seconded by Councilman Lupinacci. Prior to the roll call vote, discussion was held with regard to clarifying the wording contained therein. The resolution was reoffered by Councilman Lupinacci with an amendment to add "and modifications".

PROPOSAL ACCEPTED FOR CONSULTING ENGINEERING SERVICES - J. ROBERT FOLCHETTI & ASSOCIATES, LLC - COMMENCING 1/1/16 FOR A PERIOD OF 2 (TWO) YEARS

RESOLVED, that the Town of Carmel Town Board, hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, for the provision of Engineering Consulting Services for the Town of Carmel Engineering Department, commencing January 1, 2016 for a period of 2 (two) years thereafter at a compensated rate of \$10,000 per month, said agreement to be in general form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation required to formalize the acceptance of said proposal on the terms authorized herein.

(Cont.)

Resolution Offered by:	Councilm	nan Schneid	der		
Seconded by:	Councilwoman McDonough				
Roll Call Vote		YES	NO		
Jonathan Schn	X				
John Lupinacci	X				
Suzanne McDo	X				
Frank Lombard	X				
Kenneth Schmi	itt				

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2014, 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. FOLCHETI, 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.

<u>Basic Services</u>: 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;
- Establish and implement office Standard Operating Procedures (SOP) for walkins and telephone calls;
- 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;
- Develop Capital Plan (Potable Water / Wastewater / Highway) for consideration of Town Board;
- Storm Water / MS4: review MS4 compliance history, develop MS4 Compliance Plan and Conduct IDDE inspections;
- Planning Board Review Oversight: work with Deputy Town Engineer and Town Planner to establish SEQRA scope; review Deputy Town Engineer comments;

(Cont.)

review bond and escrow recommendations; conduct site visits as required during review stage.

<u>Capital Projects</u>: The Parties hereby agree that all capital project work shall be awarded to FOLCHETTI provided that the construction value of the project shall not exceed Three Million (\$3,000,000.00) 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 capital projects in excess of Three Million Dollars, 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 Three Million 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 to projects involving water, wastewater, stormwater and highway 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 fees to eight (8%) 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 plus 5% fee to FOLCHETTI. Construction Engineering will be scoped and priced, for approval by the Town Board, at the conclusion of design.

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 One Million and no/hundredths (\$1,000,000.00) dollars.

SECTION V- TERM

The terms of this agreement shall commence on January 1, 2014 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, 2015.

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SECTION VI- RENEWAL

This contract shall be subject to renewal and/or extension for a period of two 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.

TOWN OF CARMEL

KENNETH SCHMIT

J, ROBERT FOLCHETTI & ASSOCIATES, LLC

ROBERT FOLCHETTI & ASSOCIATES, LLC

JOHN E. FOLCHETTI, P.E.

<u>LAKE SECOR PARK DISTRICT ADVISORY BOARD APPOINTMENTS MADE -</u> KARL BRENNER, AGUSTA LAGOA AND VINCENT TROINI

RESOLVED that the Town Board of the Town of Carmel hereby appoints the following individuals to the Lake Secor Park District Advisory Board

Karl Brenner Agusta Lagoa Vincent Troini

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Offered by:	Councilman Lombardi					
Seconded by:	Councilwoman McDonough					
Roll Call Vote		YES	NO			
Jonathan Schneider		X				
John Lupinacci		X				
Suzanne McDonough		X				
Frank Lombard	ik	X				
Kenneth Schm	itt	X				

Resolution

<u>CARMEL WATER DISTRICT #12 - DECLARATION OF WATER EMERGENCY</u> <u>PURSUANT TO SECTION 151-22 OF THE TOWN CODE - TERMINATED</u>

WHEREAS, that the Town Board of the Town of Carmel, acting as Commissioners of the Carmel Water District #12 has previously enacted a water emergency with respect to and within Carmel Water District#12; and

WHEREAS, the Town Board has been advised by Town Engineer Richard J. Franzetti, P.E. that the circumstances necessitating the declaration of water emergency in Carmel Water District #12 have subsequently abated and that the emergency can be rescinded.

NOW THEREFORE BE IT RESOLVED, that pursuant to Town Code §151-22 (A), the Town Board of the Town of Carmel hereby terminates the water emergency previously declared for Carmel Water District #12.

	nan Lupinaco nan Lombaro				
Roll Call Vote Jonathan Schneider John Lupinacci Suzanne McDonough Frank Lombardi Kenneth Schmitt	YES X X X X X X	NO			
TOWN ENGINEER RIC AUTHORIZED - LEAK WORKSHOP - 11/10/15					
RESOLVED that t Engineer Richard J. Fran Communications Worksh Protection in Tarrytown N BE IT FURTHER authorizes payment of therewith upon audit.	nzetti, P.E. t lop offered b lew York on RESOLVEI	to attend by the Nev Novembe D that th	the Leak Ma w York City D er 10, 2015; a e Town Boa	nagement, becartment of the land and of the land	Water Audit and of Environmental Town of Carme
	voman McDo nan Lupinaco				
Roll Call Vote Jonathan Schneider John Lupinacci Suzanne McDonough Frank Lombardi Kenneth Schmitt	YES X X X X X X	NO			

<u>CARMEL WATER DISTRICT #9 - PROPOSAL ACCEPTED FOR ROOF REPAIR - GEYER CONSTRUCTION, INC. - NOT TO EXCEED \$8,700.00</u>

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water District #9, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes the acceptance of the proposal of Geyer Construction, Inc., Carmel NY to perform storage tank roof replacement at the Carmel Water District #9 treatment facility at a cost not to exceed \$8,700.00 in accordance with the proposal dated September 21, 2015; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of this proposal upon the terms authorized herein.

(Cont.)
Resolution Offered by: Councilman Schneider Seconded by: Councilman Lombardi
Roll Call VoteYESNOJonathan SchneiderXJohn LupinacciXSuzanne McDonoughXFrank LombardiXKenneth SchmittX
CARMEL WATER DISTRICTS #1, #8, #10 AND #13 - PROPOSAL ACCEPTED FOR PUMP INSTALLATION AT CARMEL WATER DISTRICT #8 PUMP HOUSE - BEE AND JAY PLUMBING - NOT TO EXCEED \$14,983.97
RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water District #8, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes the acceptance of the proposal of Bee and Jay Plumbing, Mahopac, NY to provide and perform the installation of a redundant pump at the Carmel Water District #8 pump house, at a cost not to exceed \$14,983.97 in accordance with the proposals dated September 24, 2015 and October 9, 2015; and BE IT FURTHER RESOLVED that the cost incurred as a result of this authorization as set forth herein shall be allocated proportionately to Carmel Water Districts #1, #8, #10 and #13; and BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of this proposal upon the terms authorized herein.
Resolution Offered by: Councilman Lombardi Seconded by: Councilman Lupinacci
Roll Call VoteYESNOJonathan SchneiderXJohn LupinacciXSuzanne McDonoughXFrank LombardiXKenneth SchmittX
EMPLOYMENT ANNIVERSARY DATE ESTABLISHED - EMPLOYEE # 2403 AMENDED 11/18/15 RESOLVED, that the Town Board of the Town of Carmel hereby revises the date of hire and/or anniversary date for Employee # 2403 from November 20, 2014 to June 29, 2012 for all purposes including but not limited to credit in the New York State and Local Retirement System.
Resolution Offered by: Councilman Lupinacci Seconded by: Councilwoman McDonough
Roll Call VoteYESNOJonathan SchneiderXJohn LupinacciX

Suzanne McDonough Frank Lombardi Kenneth Schmitt

(Cont.)

Prior to the roll call vote, Supervisor Schmitt explained that this resolution, as well as the following resolution, pertain to employees that were previously part-time that are now fulltime.

EMPLOYMENT ANNIVERSARY DATE ESTABLISHED - EMPLOYEE # 1146 AMENDED 11/18/15

RESOLVED, that the Town Board of the Town of Carmel hereby revises the date of hire and/or anniversary date for Employee # 1146 from November 20, 2014 to August 21, 2012 for all purposes including but not limited to credit in the New York State and Local Retirement System.

<u>Resolution</u>					
Offered by:	Councilwoman McDonough				
Seconded by:	Councilman Lupinacci				
Roll Call Vote		YES	NO		
Jonathan Schneider		X			
John Lupinacci		X			
Suzanne McDo	nough	Χ			
Frank Lombard	İ	X			
Kenneth Schmi	X				

Supervisor Schmitt further explained that the credits that the employees are adding for when they were part-time employees are a percentage of the credits for fulltime employees.

PUBLIC COMMENTS - AGENDA ITEMS

No member of the public wished to comment at this time.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

No member of the Town Board wished to comment at this time.

PUBLIC COMMENTS - OPEN FORUM

Michael Barile confirmed with the Town Board that the Town was still on target with the progress of the ongoing revaluation and inquired about the possibility of a possible homestead exemption.

Councilman Schneider provided an update with regard to the revaluation project and stated that a homestead discussion is tentatively scheduled for a Work Session on January 13, 2016.

Mr. Barile urged the Town Board to consider all Town of Carmel residents, not just the vocal 50 - 100 residents who may come forward when the homestead exemption is deliberated.

Jerry Ravnitzky commented that it was unfair to residents who pay to have their excess leaves removed and then to have to pay again when the Highway Department removes the leaves blown on to the roadways by other residents. Mr. Ravnitzky spoke regarding the negative impact on the ecology of the lakes resulting from the leaves. He commented that the Town Board should do more to inform the public that it is not legal, and if it continues, fines will be imposed.

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Mr. Ravnitzky then commented with regard to Spectra Energy Corporation's Algonquin Incremental Market (AIM) Project, that the Town Board was uninterested in discussing the matter openly.

Supervisor Schmitt cited the Town Board's involvement with regard to the proposed natural gas pipeline expansion. Supervisor Schmitt pointed out that both he and Councilwoman McDonough have met with representatives from Spectra Energy Corporation.

Councilwoman McDonough added that they had also attended an open forum held in the Town of Southeast regarding the proposed project.

Mr. Ravnitzky indicated that other municipalities have discussed the matter publicly and have adopted resolutions calling for independent studies. He urged the Town Board to do the same. Discussion ensued regarding the matter.

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

Supervisor Schmitt announced that the Carmel Town Hall will be closed on November 11, 2015 in observance of Veterans Day.

Supervisor Schmitt announced that Veterans Day ceremonies will be held on November 11, 2015 at 11:00 a.m. in both the hamlets of Mahopac and Carmel.

Supervisor Schmitt announced that there will be a New England Christmas celebration welcoming in the season with traditional Christmas carols and holiday refreshments at the Union Valley Cemetery Chapel on November 28, 2015 at 4:00 p.m.

Councilman Schneider invited residents to participate in the Town of Carmel's annual "TOP DOG" Photo Contest. Residents should submit a photo of their beloved, photogenic and licensed dogs to the Town Clerk's office for the chance to win great prizes and earn the coveted "TOP DOG" title.

Councilman Lombardi announced that for the seventh year in a row, the Town of Carmel will partner with the Mahopac Middle School for a Thanksgiving food drive. Donations will be accepted at the Town Hall as well as other locations.

Supervisor Schmitt announced that because the Town Hall will be closed on November 11, 2015 for Veterans Day, the next Work Session of the Town Board will be held on Tuesday, November 10, 2015.

<u>ADJOURNMENT</u>

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all Town Board members present and in agreement, the meeting was adjourned at 8:28 p.m. to Executive Session with regard to personnel in connection with the fiscal year 2016 Budget.

Respectfully submitted,

Ann Spofford, Town Clerk