

5 OCTOBER 2016

**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 5th day of October 2016 at 7:15 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.

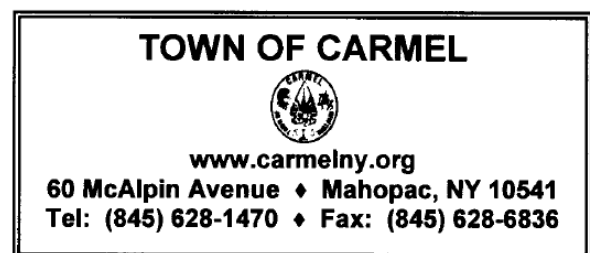
PRESENTATION OF TENTATIVE BUDGET FOR FISCAL YEAR 2017 TO TOWN BOARD

Ann Spofford, Town Clerk, presented copies of Supervisor Schmitt's 2017 Tentative Budget to the Town Board as filed in the Office of the Town Clerk on September 30, 2016.

SUPERVISOR KENNETH SCHMITT - 2017 TENTATIVE BUDGET MESSAGE

Supervisor Schmitt delivered his 2017 Tentative Budget Message.

*Office of the Supervisor
Kenneth Schmitt*



SUPERVISOR'S 2017 TENTATIVE BUDGET MESSAGE

Good evening ladies and gentlemen, members of the Town Board, residents and property owners of the Town of Carmel. One of the most important duties of the Town Supervisor is to initiate and coordinate the annual budget process, and tonight, I am presenting the Tentative 2017 Budget to the Town Clerk, Town Board Members and the public.

First a note about the process; the Tentative Budget is based on months of preparation and collaboration between myself, the Town Comptroller, Mary Ann Maxwell, the Heads of the various Town departments, as well as other Elected Officials. I wish to thank everyone for the care and consideration they took in the preparation of their budget requests. The Town Comptroller and I worked for many days and hours examining every single line item in the budget; reviewing it multiple times. Expenses and revenues were reviewed and carefully considered while formulating the Tentative Budget.

In 2011, New York State established a property tax levy limit for all government municipalities known as the 2% Tax Cap. The Tax Cap law sets a limit on the annual growth of property taxes levied by local governments to 2% or the rate of inflation, whichever is less. In 2017, the rate of inflation dropped to 0.68% for the 2017 Budget, the Town's tax levy increase cannot exceed 0.68%. I am pleased to report to you this evening that my Tentative 2017 Budget achieves this mandate and will stay under the New York State Tax cap.

The Tentative 2017 Budget is still subject to review and change by the recommendations of the Carmel Town Board. Changes to the Tentative Budget may be considered by the Board and a Preliminary Budget will be adopted on October 19th. A Public Hearing will be held on November 2nd. A final budget must be voted and adopted on or before November 20th, 2016.

5 OCTOBER 2016
TOWN BOARD MEETING

(Cont.)

Total Town wide tax increase for 2016:

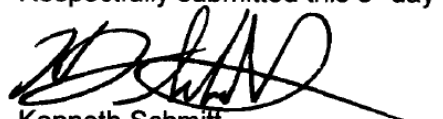
The 2017 Tentative Budget reflects a 1.6% increase in the Town wide tax rate. The prior year's adopted budget reflected a 2.2% increase in the Town wide tax rate. The Town wide taxes for a homeowner assessed at \$204,940 will be a \$26.00 increase over the 2016 adopted budget.

Our Town Comptroller, Mary Ann Maxwell will now present to you the 2017 Town of Carmel Tentative budget. This presentation will provide for you an in depth

review of the Town's finances identifying projected expenditures and revenues for Fiscal Year 2017.

In closing, my sincere thanks to Town Comptroller, Mary Ann Maxwell, my office staff, Anne Pasquerello and Bella Cimadomo, along with other elected officials, department heads and managers for their diligence and assistance during the preparation of my Tentative 2017 Budget.

Respectfully submitted this 5^h day of October, 2016


Kenneth Schmitt,
Supervisor, Town of Carmel

2017 TENTATIVE BUDGET FINANCIAL SUMMARY - PRESENTATION

Mary Ann Maxwell, Town Comptroller detailed the following presentation.

TOWN OF CARMEL 2017 TENTATIVE BUDGET



**A LOOK
at the
BUDGET**

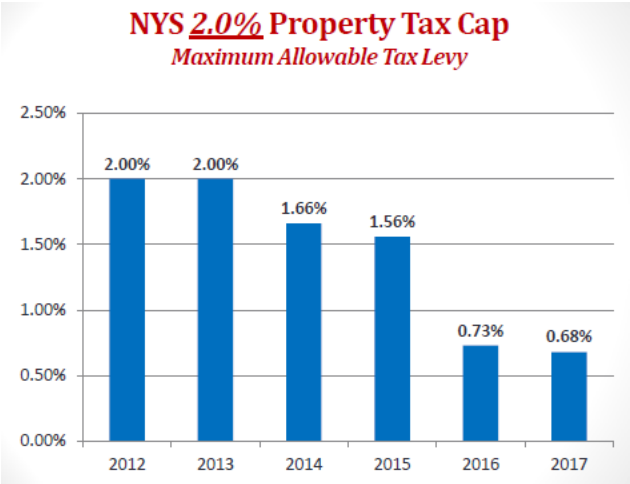
NYS Property Tax Cap

- In 2011 the NYS Office of State Comptroller established the 2% Real Property Tax Cap Law.
- With some exceptions, this law limits the amount local governments and school districts can increase property taxes by the lesser of:
 - 2 percent; or
 - the rate of inflation.

(Cont.)

Tax Levy

- For the 2017 Budget the **Allowable Tax Levy Growth** imposed by NYS Comptroller’s Office is 0.68% which is the current rate of inflation.
- For the Town of Carmel (Townwide and Special Districts) this equates to a **Maximum Allowable Tax Levy** increase of \$348,766.



Total Tax Levy Increase

- Due to a Retired Capital Debt the Town of Carmel also has an Available Carryover from 2016 to 2017 of \$527,503.
- Therefore the total **Maximum Allowable 2017 Tax Levy increase** (Townwide/Special Districts) including the carryover is \$876,269

Maximum Allowable Levy	\$348,766
Available Carryover	<u>\$527,503</u>
Total Allowable Tax Levy Increase	<u>\$876,269</u>

Total Tax Levy Increase

- In the 2017 Tentative Budget there is an **Overall Tax Levy Increase** from the 2016 Adopted Levy:

* 2017 Tentative Levy Increase: \$353,036

Tentative 2017 Budget is under the Tax Cap by \$523,233
(876,269 – 353,036 = 523,233)

In part due to good financial planning and an available carryover from a retired capital debt the Town of Carmel is able to stay under the Tap Cap in the 2017 Tentative Budget.

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Tax Levy

- Property Tax Levy is calculated by taking the Town’s total annual expenditures less any revenues and/or appropriated fund balance equity.

Expenditures

- Revenues

+(-) Appropriated Fund Balance

= **Property Tax Levy**

Tax Rate

- The annual Tax Rate is determined by dividing the total amount of the **property tax levy** by the total taxable assessed value of a town or special district.

Property Tax Levy / Taxable Assessed Value

= **Annual Tax Rate**

- The town wide *taxable assessed value* used for the 2017 Tentative Budget is 2,639,681,243, a **decrease** of approx. \$3,370,198 from the prior year taxable assessed value. This reduction is due in part to certiorari litigation settlements and other property assessment challenges in the prior year.
- A **decrease** in the assessed value will result in an increase in the tax rate.

Tax Levy vs. Tax Rate

2017 Tentative Budget – Townwide (General/Highway)

Tax Levy

Expenditures

(Revenues)

Fund Balances - Reserves

Property Tax Levy

\$27,150,382

(5,252,060)

+ 150,000

\$22,048,322

Tax Rate

Property Tax Levy

Taxable Assessed Value

Tax Rate

\$22,048,322/

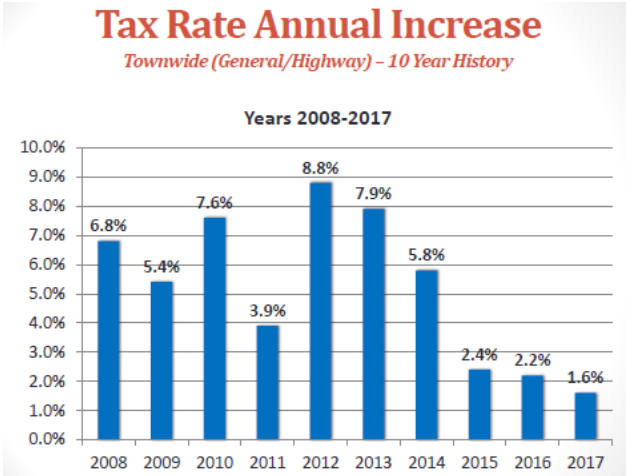
2,639,681,243

8.35

* 2017 Annual Tax Rate Increase

1.6%

* Represents tax % increase on rate from prior year

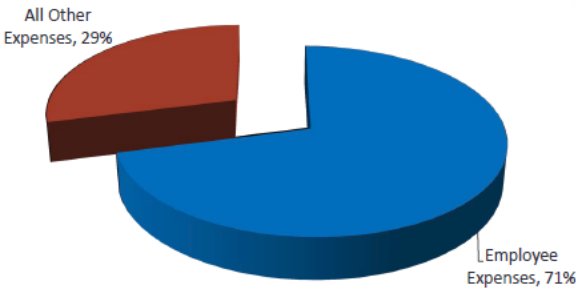


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2017 Tentative Budget

- **Townwide (General/Highway)** - the average homeowner (assessed at \$204,940) would pay approximately \$1,711 per year (an increase of \$26) from the prior year. It is noted that this assessed valuation reflects the current equalization rate of 59.00%
- Of the \$27.1 million in Townwide Expenditures approximately \$19.3 million is budgeted in 2017 for **Employee Compensation & Benefit Costs**. This represents a percentage of approximately 71.3% of total expenditures.

General & Highway Expenditures by Type



** Employee expenses include Annual Salary, Overtime, Other Compensation Cost, Pension, Health Benefit Costs, Workers Compensation, FICA/Medicare/MTA Tax

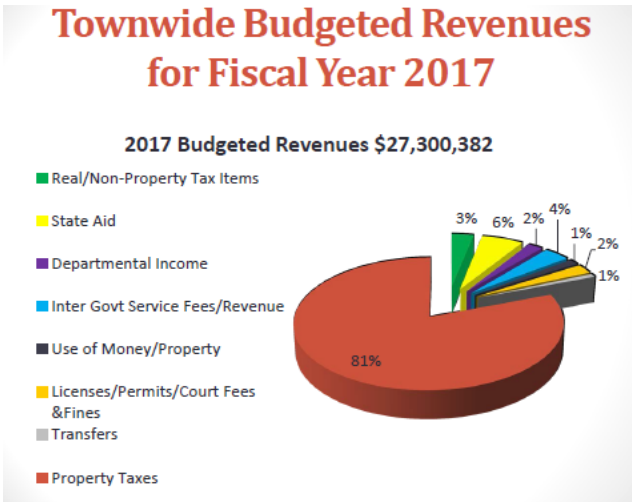
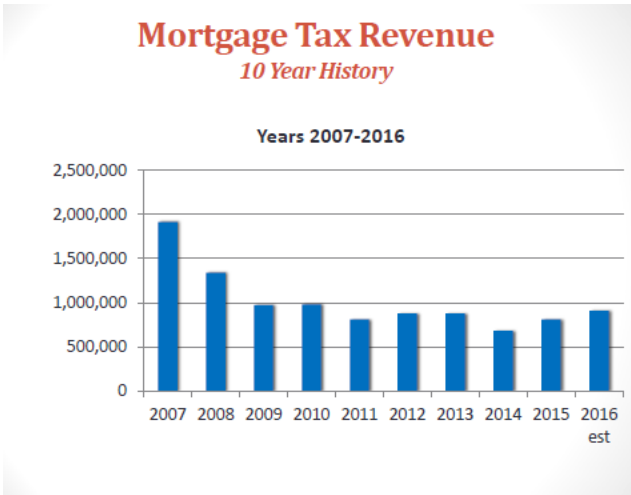
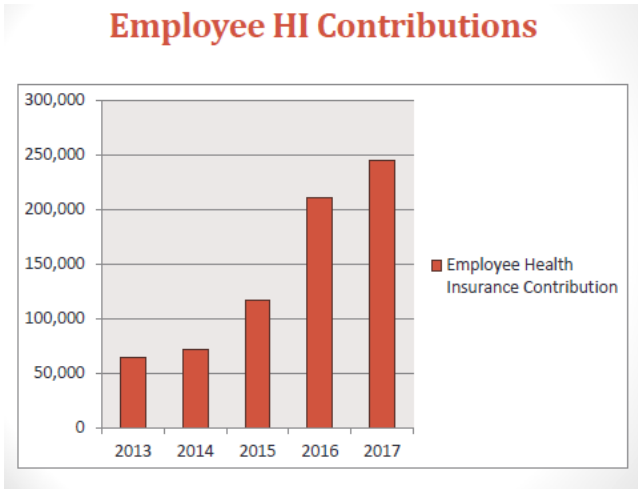
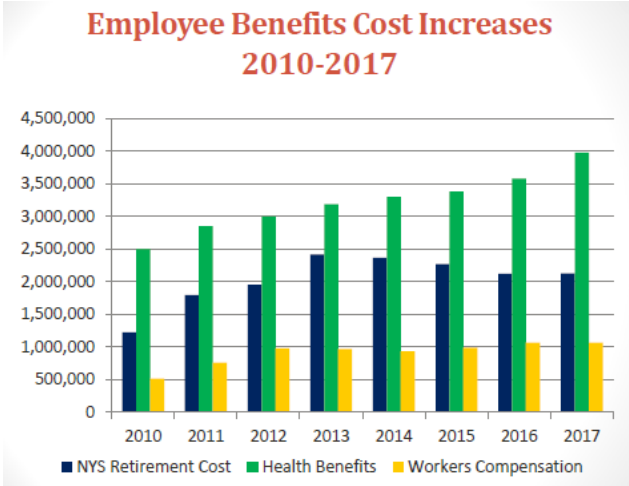
BUDGET DRIVERS/HIGHLIGHTS

- **Employee Benefit Costs:**
 - * Health Insurance Costs continue to increase...currently budgeted at 11% increase.
 - * Pension Contributions increased slightly (ERS 15.9%, PFRS 24.7% of salary)
 - * Workers Comp Rates is estimated to increase 6.5% above the 2016 actual numbers.
- Salaries/Benefits increased due to CSEA/IBT Union Contracts Settlements. Negotiations ongoing with PBA - expired 2014 and Lieutenants - expired 2016. Continue to budget salary increases for expired contracts.
- Mortgage Tax Revenue for FY 2016 is continuing to show signs of improvement with August monthly revenue at \$134,980. \$800,000 is budgeted in the 2017 Tentative Budget.
- **Revenues Increased** 8% from prior year which helped keep tax rate increase low:
 - Mortgage Tax Revenue Increased 2017 Budget by \$100,000
 - Employee HI Contributions Increased 2017 Budget by \$165,000 (due to union contract settlements)
 - Court Fees/Fines Increased 2017 Budget by \$50,000
 - Cable Franchise Fees Increased 2017 Budget by \$50,000
 - Building Permit/Other License/Title Search Fees Increased 2017 Budget by \$20,000
- Technology upgrades - \$55,000 is budgeted in the 2017 for technology upgrades. A fund is established for a future purchase of data imaging equipment.
- Contingent Line - Budgeted \$100,000. We also budgeted \$100,000 in the 2016 Budget which I recommend to be utilized to pay for the new Town of Carmel municipal phone system.

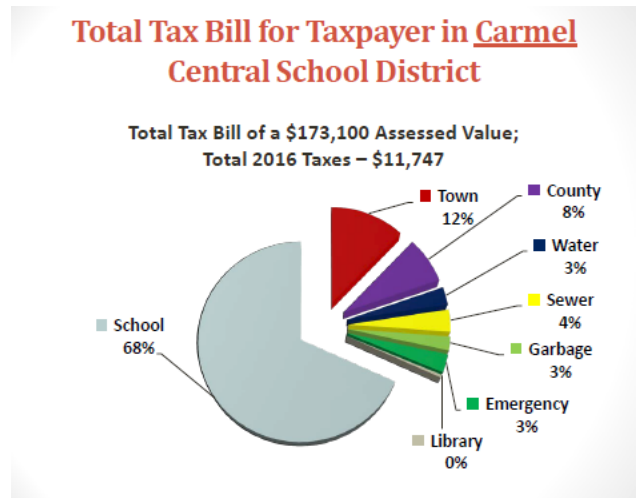
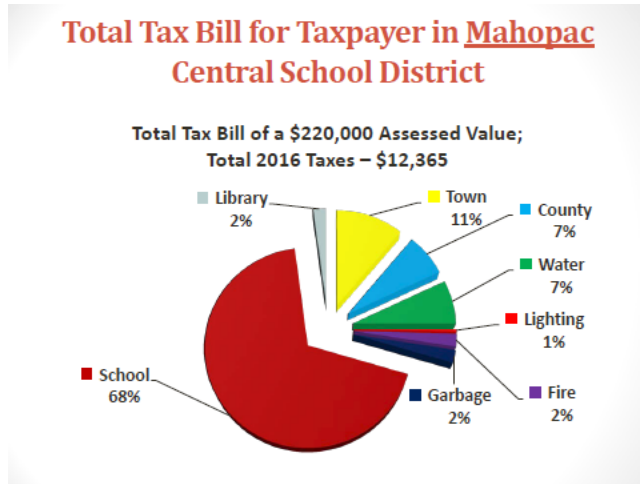
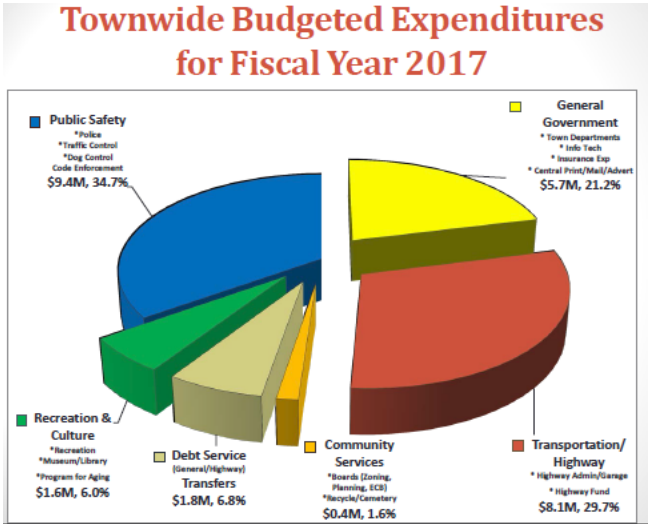
BUDGET DRIVERS/HIGHLIGHTS

- Highway Fund - Snow Materials remained the same as prior year. \$700,000 is budgeted in the 2017 Snow Budget for Materials. Also in Highway Fund \$150,000 is budgeted for Capital Machinery in an attempt to avoid capital borrowings.
- Highway Snow Reserve Fund Balance as of 12/31/15 was \$450,000. Due to mild winter (Jan-March 2016) we should be able to add to that at FYE 2016 due to surplus balances in OT, fuel and snow materials expense.
- Townwide Reassessment Project - In years 2014 - 2017 (tentative) the Town budgeted \$150,000 each year to cover cost of the Townwide Reassessment Project. We also have approximately \$500,000 in reserves to fund this project also in an attempt to avoid borrowing.
- New Debt Service - 2017 New Debt Payments from Highway Drainage, Resurfacing and Machinery. Also New Capital Debt in the following special districts (CSD #1, CSD #3, CSD #7) Required interest payments on debt will begin October 2017.
- CSD #5 will also see a special district tax increase due to a possible WWTP upgrade.
- Capital Debt "Long Pond Road Improvement District" - Taxpayers in this district will pay principal/interest on this capital debt in 2017.

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Questions/Answers

- If anyone has any questions or concerns regarding the 2017 Tentative Budget please feel free to stop by the Comptroller’s Office or call at (845) 628-1500 ext 175.

Mary Ann Maxwell
Town Comptroller
Town of Carmel

5 OCTOBER 2016
TOWN BOARD MEETING

(Cont.)

Supervisor Schmitt opened the floor to the public for questions and comments on the 2017 Tentative Budget and presentation.

Michael Barile commented that Town Comptroller Mary Ann Maxwell is deserving of a substantial raise. He then inquired if the \$450,000.00 unused from last year's Highway Snow Reserve Fund balance would be returned into the General Fund.

Mary Ann Maxwell, Town Comptroller explained it would not be and that the \$450,000.00 from last year can only be utilized for snow removal and costs associated therewith.

Mr. Barile conveyed satisfaction with a tax rate increase of 1.6%. He commented that the projected mortgage tax revenue in the 2017 Tentative Budget may be slightly low because of the increase in housing prices.

Councilman Lombardi inquired how the average homeowner assessment of \$204,940.00 was established.

Ms. Maxwell stated that it is calculated by taking the total assessed value of the Town which is provided by the Town Assessor's office and dividing it by the amount of taxables in the Town.

MINUTES OF TOWN BOARD MEETINGS HELD ON 9/7/16 AND 9/21/16 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lupinacci, seconded by Councilman Lombardi, with all members of the Town Board present voting "aye", the minutes of the Town Board meetings held on September 7th and September 21st 2016 were accepted as submitted by the Town Clerk.

POLICE DEPARTMENT - PROPOSAL ACCEPTED AND PURCHASE OF AMMUNITION AUTHORIZED - EAGLE POINT GUN / T.J. MORRIS & SON DISTRIBUTORS - NOT TO EXCEED \$16,864.82

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

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

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

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lombardi

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

5 OCTOBER 2016
TOWN BOARD MEETING

BUDGET MODIFICATIONS AUTHORIZED - #2016/04

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

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final Budget Modifications/Revisions for the period ending August 31, 2016, as shown on itemized on Schedule #2016/04 which is attached hereto, incorporated herein and made a part hereof.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

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

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

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

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10	100.7020.0047	RECREATION STAFF TRAINING		148.00	
	100.7110.0013	PARK MAINT TEMPORARY STAFF		7,800.00	
	100.7118.0040	BALDWIN MEADOWS CONTRACTUAL EXPENSES		8,000.00	
	100.7119.0040	DOG PARK CONTRACTUAL EXPENSES		230.00	
	100.7020.0043	RECREATION BUILDING ALARM CONTRACTS			148.00
	100.7140.0013	PLAYGROUND TEMPORARY STAFF			8,000.00
	100.7140.0040	PLAYGROUND CONTRACTUAL EXPENSES			230.00
	100.7180.0013	BEACH TEMPORARY STAFF			7,800.00
		- TRANSFER FOR MISC RECREATION EXPENSES			

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

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

5 OCTOBER 2016
TOWN BOARD MEETING

(Cont.)

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

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

CARMEL FIRE PROTECTION DISTRICT #1 AND CARMEL FIRE PROTECTION DISTRICT #2 - PROPOSAL ACCEPTED FOR INVESTMENT SERVICES FOR LENGTH OF SERVICE AWARD PROGRAMS - GLENS FALLS NATIONAL BANK

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

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(Cont.)

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

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

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

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

SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF ATHLETIC FIELDS, SCHOOL FACILITIES AND TOWN FACILITIES - AUTHORIZED

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

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

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

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

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

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

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TOWN BOARD MEETING**

(Cont.)

WITNESSETH

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

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

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

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

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

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

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

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

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

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

1. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the athletic, practice fields, recreational and school building facilities throughout the School District including but not limited to the artificial turf field at the Mahopac High School, the School District property upon which the Skating Rink is located, the Skating Rink and the High School concession stand for appropriate recreation programs operated by the Town and/or the Mahopac Sports Association (the "MSA"), as the Town's contractor, in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time, which programs have received the prior written approval of the School District. In connection with such use the Town and/or the MSA may store equipment and materials for its recreation programs in storage lockers on School District property at locations designated by the School District.

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(Cont.)

2. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the School District's lakefront property on East Lake Boulevard for appropriate Town recreation programs that have received prior written approval from the School District, which programs will be operated by the Town in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time. The School District in its sole discretion will decide what recreational programs to authorize to be conducted by the Town at the School District's lakefront property on East Lake Boulevard.
3. The parties understand and agree that the Town's use of School District fields, facilities and property shall be subject to the use of the facilities by the School District which shall, at all times, have priority over the Town's use. In addition, the parties understand and agree that the Town's use of the property containing

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

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

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

7. The Town understands and agrees that its use shall not disrupt normal school district operations or the School District's educational process. The School District reserves exclusive judgment to determine whether any intended use of the school facilities, property and/or athletic fields by the Town would interfere with or disturb normal school district operations, the school buildings, school grounds or other property of the School District.
8. Notwithstanding, at the end of any session, the Town shall leave the premises in an organized and tidy manner. All trash and debris related to the Town's or the MSA's use shall be removed at the end of each use. The Town shall be responsible for and the School District shall bill the Town for the cost of any repair to and/or replacement of the School District's facilities, fields and/or property caused by the Town's or the MSA's use including excessive wear and tear sustained while in use by either the Town or the MSA. The Town also shall be responsible for and the School District shall bill the Town for any overtime costs incurred by the School District as a result of the Town's or the MSA's use of the School District's facilities, fields and/or property. In the event that the Town and/or the MSA leaves any personal property, with the exception of personal property stored in storage facilities approved and/or provided by School District at designated locations approved by the School District, such property shall be deemed abandoned by the Town and/or the MSA and the School District shall be automatically authorized to dispose of such abandoned property without liability of any kind.
9. During the term of this Agreement, the Town's programs, including those of the MSA, shall be conducted by, and remain under, the direct supervision and control of the Town. The Town shall be responsible for and ensure that adequate supervision is maintained over the participants and the School District's property at all times when in use by the Town or the MSA. The Town further acknowledges that the premises are being provided to the Town "as is" and that no representations or warranties are made concerning its fitness.
10. Nothing herein shall be construed as a grant of permission to advertise or allow others to advertise or engage in commercial/corporate promotion of any kind on School District property.
11. In consideration of the use provided for herein, the Town shall pay to the School District the sum of \$90,000 (Ninety Thousand and no/100 Dollars) for each year of this Agreement.
12. To the fullest extent permitted by law, the Town shall defend, indemnify and hold harmless the School District, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services and/or the use of the School District's facilities, fields and property under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the Town, the MSA, anyone directly or indirectly employed by any

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of them or anyone for whose acts any of them may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the School District, its agents and employees shall survive the termination or expiration of this Agreement.

B. Use of Town Parks by the School District

1. During the term of this Agreement, the Town hereby grants to the School District a non-transferable, revocable, non-exclusive license to use the Town's parks, including but not limited to Airport Park, Baldwin Meadow Park, Sycamore Park, Chamber Park and McDonough Park, for appropriate School District recreation programs operated by the School District in accordance with applicable Town policies and practices as amended from time to time, which programs have received the prior written approval of the Town.
2. The parties understand and agree that the School District's use of Town parks shall be subject to the use of the parks by the Town and the MSA, which shall, at all times, have priority over the School District's use.
3. Each school year, the School District shall provide the Town with a written schedule according to which the School District will have access to and/or use of Town parks and the facilities within the parks. The schedule shall set forth the date, time, specific park and facility within said park and the name of the School District program that will be utilizing the Town's parks. The School District may supplement or change this schedule from time to time in writing upon the approval of the Town, which approval shall not be unreasonably withheld.
4. The Town shall have the right to alter or cancel any previously scheduled use of its parks upon reasonable advance notice to the School District in the event that the Town or the MSA needs to use the same facilities; however, in the event of an emergency, the Town shall provide notice to the School District as soon as practicable under the circumstances.
5. At the end of any session, the School District shall leave the premises in an organized and tidy manner. All trash and debris related to the School District's use shall be removed at the end of each use. The School District shall be responsible for and the Town shall bill the School District for the cost of any repair to and/or replacement of the Town's facilities, fields and/or property caused by the School District's use including excessive wear and tear sustained while in use by the School District. In the event that the School District leaves any personal property, such property shall be deemed abandoned by the School District and the Town shall be automatically authorized to dispose of such abandoned property without liability of any kind.
6. During the term of this Agreement, the School District's programs shall be conducted by, and remain under, the direct supervision and control of the School District. The School District further acknowledges that the Town parks and their facilities are being provided by the Town "as is" and that no representations or warranties are made concerning their fitness.
7. To the fullest extent permitted by law, the School District shall defend, indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services or the use of the Town's parks under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

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and (ii) caused by any negligent act or omission of the School District, anyone directly or indirectly employed by it or anyone for whose acts the School District may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the Town, its agents and employees shall survive the termination or expiration of this Agreement.

C. Insurance and Miscellaneous Provisions

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

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

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

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

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

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

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insured as specified above. The School District shall indemnify the Town for any deductibles required by the School District's insurance policies. The Town shall indemnify the School District for any deductibles required by the Town's and/or the MSA's insurance policies.

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

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

3. The term of this Agreement shall be subject to the right of either party to suspend or terminate this Agreement in whole or in part for convenience upon ninety (90) days prior written notice in which case such Agreement shall thereafter be null and void for all purposes.
4. Notwithstanding the foregoing, the parties understand and agree that in the event that the School District facilities, athletic fields and property covered by this Agreement become needed for School District purposes or the School District adopts a contingency budget, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, upon not less than five (5) business days written notice to the Town. Further, the School District shall have the right to suspend the use of particular facilities or locations for a period of time if such facilities or locations become needed for School District purposes upon not less than five (5) business days written notice to the Town. The notice shall advise the Town of the effective date of such suspension or termination. In the event that the School District exercises such right to suspend, the Town's use of the remaining facilities shall continue under the terms and conditions set forth herein.
5. The Town and School District shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.

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6. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be communicated as of four (4) days after mailing. Notice shall be delivered or mailed to:

For the School District:

District Clerk
179 East Lake Blvd.
Mahopac Central School District

Mahopac, New York 10541

For the Town:

Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

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

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accordance with the terms contained herein.

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

TOWN OF CARMEL

MAHOPAC CENTRAL SCHOOL
DISTRICT

Signature

Signature

Print Name

Print Name

Date

Date

1235/20/545023v2

Supervisor Schmitt acknowledged the outstanding efforts of Councilwoman McDonough, Councilman Lupinacci, Director of Recreation and Parks James Gilchrist, Chairman Robert Buckley and the other members of the Recreation and Parks Advisory Committee, as well as the Mahopac Central School District administration in connection with the finalizing the contract and locking in the same rate for five years.

**CARMEL SEWER DISTRICT #1 AND CARMEL SEWER DISTRICT #3
INFILTRATION AND INFLOW REMEDIATION PROJECT - AWARDING OF BID
AUTHORIZED - GREEN MOUNTAIN PIPELINE SERVICES - NOT TO EXCEED
\$993,993.00**

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

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

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

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

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lombardi

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

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CARMEL SEWER DISTRICTS #1 AND CARMEL SEWER DISTRICT #3 - PROPOSAL ACCEPTED FOR ENGINEERING SERVICES - J. ROBERT FOLCHETTI & ASSOCIATES, LLC - NOT TO EXCEED \$112,000.00

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

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster, NY to provide construction administration services for the referenced project in accordance with the proposal dated September 19, 2016, a copy of which is on file in the Office of the Town Supervisor and at a cost not to exceed \$112,000.00;

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

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

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci and Councilwoman McDonough

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

CARMEL SEWER DISTRICT #5 - PROPOSAL ACCEPTED FOR ENGINEERING SERVICES - J. ROBERT FOLCHETTI & ASSOCIATES, LLC - NOT TO EXCEED \$55,800.00

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. and acting as Commissioners of Carmel Sewer District #5, hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster, NY to develop and provide a facilities plan for Carmel Sewer District #5 at a cost not to exceed \$55,800.00;

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

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

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Lombardi and Councilwoman McDonough

(Cont.)

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

CARMEL WATER DISTRICT #2 - PROPOSAL ACCEPTED FOR COUPON COLLECTION SERVICES - JACK FARELLY COMPANY - NOT TO EXCEED \$6,198.00 AND EXCAVATION CONTRACTING SERVICES AUTHORIZED - UP TO \$3,000.00

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

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

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

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

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt explained that a coupon in this circumstance, relates to a section of a water main that will be cut out to access inside the pipe to visually inspect for sediment buildup.

PROPOSAL ACCEPTED FOR ASHRAE LEVEL II ENERGY AUDIT - NEW YORK POWER AUTHORITY - NOT TO EXCEED \$5,239.50

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

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt his hereby authorized to execute any and all documentation reasonably necessary to effectuate this authorization; and

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

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lombardi

**5 OCTOBER 2016
TOWN BOARD MEETING**

(Cont.)

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

PUBLIC HEARING SCHEDULED FOR 11/2/16 - 2017 FIRE PROTECTION CONTRACTS AND AMBULANCE DISTRICT CONTRACTS

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts for the year 2017, to be held on the 2nd day of November, 2016 at the Town Hall, 60 McAlpin Avenue, Mahopac, NY at 7:00 p.m. or soon thereafter that evening as possible; said contracts to be advertised and posted as follows:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 753,460.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$1,200,000.00
Carmel Volunteer Fire Dept.	Fire Protection-Fire Protection Dist. #3	\$ 707,000.00
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 110,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 12,800.00

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

Resolution

Offered by: Councilman Lombardi
 Seconded by: Councilman Lupinacci

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

Supervisor Schmitt pointed out that the Mahopac Falls Volunteer Fire Department, the Mahopac Volunteer Fire Department, the Carmel Volunteer Ambulance Corps and the North Salem Volunteer Ambulance Corps did not increase their budget request for 2017. The Carmel Fire Department requested a slight increase because they will be reimbursing the Carmel Fire District for Length of Service Award Program (LOSAP) and Workers' Compensation Insurance costs.

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PURSUANT TO TOWN OF CARMEL TOWN CODE §156-28 - PROPOSED LOCAL LAW REGARDING MULTI-FAMILY DWELLINGS REFERRED TO PLANNING BOARD

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

Resolution
Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

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

PURSUANT TO TOWN OF CARMEL TOWN CODE §156-76 - PROPOSED LOCAL LAW REGARDING COOPS AND ATTACHED RUNS FOR CHICKENS REFERRED TO PLANNING BOARD

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

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Schneider

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

BIDS AWARDED FOR THE COLLECTION OF REFUSE, GARBAGE, RECYCLABLE MATERIALS AND BULK REFUSE IN THE TOWN OF CARMEL GARBAGE DISTRICT - CONTRACT NO. C-223 - R&S WASTE SERVICE AND AAA CARTING

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

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

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

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

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All optional additional services to be contracted between contractor and resident provided by on pages 72 and 73 of Bid Specifications as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

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

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

Annual Cost - \$ 200.00

Words Two hundred dollars

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

Annual Cost - \$ 210.00

Words Two hundred and ten dollars

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

Annual Cost - \$ 175.00

Words One hundred and seventy-five dollars

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

Annual Cost - \$ 200.00

Words Two hundred dollars

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

Annual Cost - \$ 235.00

Words Two hundred and thirty five dollars

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

Annual Cost - \$ 250.00

Words Two hundred and fifty dollars

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

Annual Cost - \$ 195.00

Words One hundred and ninety five dollars

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

Annual Cost - \$ 225.00

Words Two hundred and twenty five dollars

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

Annual Cost - \$ 450.00

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PUBLIC COMMENTS - AGENDA ITEMS

Michael Barile inquired about the total amount awarded for engineering consulting services with regard to the two resolutions accepting the proposals of J. Robert Folchetti & Associates, LLC.

Councilman Schneider stated that it was approximately \$167,000.00.

Commenting that he had addressed the issue several times before, Mr. Barile questioned why the Town would not contract with the outside engineer for all engineering matters. He further commented that it would result in a cost savings for the Town.

Mr. Barile inquired how much the garbage collection cost for a single family home will decrease under the new contract and inquired the duration of the new contract.

Supervisor Schmitt explained that it was a two year contract, renewable for two, one year options. He stated that the cost decreased by three dollars and change per unit.

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(Cont.)

Mr. Barile commented that the taxpayers of the Town will be achieving an impressive savings of close to a million dollars. He asked how much taxpayers save as a result of town wide garbage collection.

Councilman Lupinacci stated that the average annual cost for private collection was almost \$400.00 and now it is approximately \$240.00.

Mr. Barile commented that it equates to a total savings for taxpayers of the Town of approximately \$4 million over the last four years. He inquired why one councilperson voted no and one councilperson abstained on the resolution in connection with awarding the bids for garbage collection.

Councilman Schneider explained that he abstained because he personally felt that there was ample time to rebid the service for a greater savings.

Councilwoman McDonough stated that she voted no for the same reason.

Mr. Barile spoke regarding the history of the town wide garbage collection district and its success. Noting that its establishment was a challenging process, Mr. Barile called upon the Town Board to revisit another issue that has brought about contention, legislation to regulate signage for the purpose of improving the appearance of the Town.

Councilwoman McDonough stated that she and Councilman Schneider have been meeting with Director of Codes Enforcement/Building Inspector Michael Carnazza in connection with putting forth changes to the Town Code in connection with signage.

Councilman Schneider pointed out that most restrictions are already in the Town Code. He stated that the Town's current legislation should be fine-tuned. However, the funding must be made available for additional personnel to enforce it.

Mr. Barile commented that Property Compliance Officer Denis Marousek puts his safety in jeopardy when removing illegal signs by himself.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

PUBLIC COMMENTS - OPEN FORUM

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

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

Supervisor Schmitt announced that the final Recreation and Parks Department's fall concert, Amanda Ayala and the Midnight Glory, will be held at the Mahopac Chamber Park on October 8, 2016 from 6:00 p.m. to 8:00 p.m. and is free.

Councilwoman McDonough announced that the Annual Veteran's Thanksgiving Dinner will be held on November 19, 2016 and that interested veterans should contact her for further information.

Councilwoman McDonough announced that the Town of Carmel Department of Recreation and Parks fall class registration has begun. Registration for the many children's, youth, teen and adult classes can be made in person at Sycamore Park, by mail, and now online.

**5 OCTOBER 2016
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(Cont.)

Councilman Lupinacci announced that the Town Board is looking for interested and qualified persons to fill a vacancy on the Environmental Conservation Board, two vacancies on the Board of Assessment Review and a vacancy on the Alarm Review Board. Residents should submit a letter of interest and resume to the Supervisor's Office by October 7, 2016.

Supervisor Schmitt announced that hydrant flushing for Town of Carmel Water Districts #2, #3 and #12 has begun with further information available on the Town's website and government cable channels.

Supervisor Schmitt announced that the Carmel Town Hall will be closed on October 10, 2016 in observance of Columbus Day.

Councilman Lombardi announced that the 28th annual Columbus Day Parade has been rescheduled to October 9, 2016. The parade starts at 2:30 p.m. at the intersection of Lake Casse Road and Route 6. The Italian American Club of Mahopac's Evening in the Piazza follows at 3:30 p.m. at the Mahopac Chamber Park.

Councilman Lombardi reminded drivers on behalf of the Chief of Police, that it is illegal to pass a stopped school bus. He stated that police officers will be vigilant in enforcing the law in connection therewith.

Councilman Lombardi announced that once again, 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.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Schneider, with all Town Board members present in agreement, the meeting was adjourned at 8:22 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk