

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 20th day of December 2017 at 7:12 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.

MINUTES OF TOWN BOARD MEETING HELD ON 11/21/17- ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilwoman McDonough, seconded by Councilman Lupinacci, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meeting held on November 21st 2017 were accepted as submitted by the Town Clerk.

TOWN OF CARMEL WEBSITE - PROPOSAL ACCEPTED FOR REVISIONS AND UPDATE SERVICES - VIRTUAL TOWN HALL HOLDINGS, LLC - COST NOT TO EXCEED \$3,000

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

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

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

Resolution

Offered by: 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> |

BUDGET MODIFICATIONS AUTHORIZED - #2017/07

WHEREAS the Town Comptroller has reviewed the proposed Final Budget Modifications for the period ending November 30, 2017 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final Budget Modifications/Revisions for the period ending November 30, 2017, as shown itemized on Schedule 2017/07 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Schneider

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TOWN BOARD MEETING

(Cont.)

| Roll Call Vote | YES | NO |
|--------------------|-----|----|
| Jonathan Schneider | X | |
| John Lupinacci | X | |
| Suzanne McDonough | X | |
| Frank Lombardi | X | |
| Kenneth Schmitt | X | |

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

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

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

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

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

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

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

Offered by: Councilman Lupinacci
Seconded by: Councilman Lombardi

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

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

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

Auditing Firm _____
Contact Name _____
Email Address _____

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

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

Supervisor
Town of Carmel

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

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

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

Standard Services Fee Schedule

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

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

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

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

Preparation of Financial Statement Disclosures

PLEASE CHECK 'YES' OR 'NO':

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

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

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

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

If YES, please complete the following information:

Auditing Firm _____
Contact Name _____
Email Address _____

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

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

Supervisor
Town of Carmel

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

BOND REDUCTION AUTHORIZED - RONIN PROPERTY GROUP, LLC - 3 GREEN ACRES LANE, MAHOPAC - TM #74.11-1-20

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

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

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(Cont.)

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

Resolution

Offered by: 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 stated that the bond reduction pertains to the construction of a new commercial building on Green Acres Lane which is located off Secor Road in Mahopac.

CARMEL SEWER DISTRICTS #1, #2, #3, #4, #5, #6, #7 AND #8 AND CARMEL WATER DISTRICTS #2, #3 AND #12 - EXTENSION OF CONTRACT FOR OPERATION AND MAINTENANCE SERVICES AUTHORIZED THROUGH AND INCLUDING 2/28/18 - INFRAMARK, LLC (FORMERLY KNOWN AS SEVERN TRENT ENVIRONMENTAL SERVICES)

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

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

Resolution

Offered by: Councilman Schneider
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 HALL CLEANING SERVICES - BID AWARDED - CONTRACT #C249 - CTE, INC., RELIABLE CLEANING SYSTEMS

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

WHEREAS such bids were received and opened on November 15, 2017;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby awards the bids for Town Hall Cleaning Services to CTE, Inc., Reliable Cleaning Systems, Carle Place, NY, the lowest responsible bidder who met specifications at a base contract cost of \$35,870 for year 2018; \$36,800 for year 2019 and two single-year options for renewal in favor of the Town of Carmel at base contract costs of \$37,900 and \$39,000 for 2020 and 2021 respectively; and

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(Cont.)

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

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

Resolution

Offered by: 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> |

**CARMEL SEWER DISTRICT #2 - PAYMENT FOR EMERGENCY REPAIRS
AUTHORIZED - MAGPRO SERVICES, LLC - \$7,640.13**

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

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

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

Resolution

Offered by: 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> |

**CARMEL WATER DISTRICT #3 - PAYMENT FOR EMERGENCY REPAIRS
AUTHORIZED - BEE & JAY PLUMBING - \$15,143.50 AND DURKIN WATER CO,
LLP, - \$7,166.18**

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

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(Cont.)

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

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

Resolution

Offered by: 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> |

ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF FACILITIES OF CARMEL WATER DISTRICT #2 IN THE TOWN OF CARMEL, PUTNAM COUNTY, NY - PURCHASE AND INSTALLATION OF APPROXIMATELY 13,000 LINEAR FEET OF WATER MAIN - MAXIMUM ESTIMATED COST OF \$2,300,000

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

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

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

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

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

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

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

(Cont.)

Section 4. This Order shall take effect immediately.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lombardi and 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> |

Exhibit A

NOTICE OF PUBLIC HEARING

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

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

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

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

Dated: December ____, 2017.
Carmel New York,

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

Town Clerk

**SYCAMORE PARK IMPROVEMENTS - SUBMISSION OF CERTIFICATION FORM
TO THE NEW YORK STATE ECONOMIC DEVELOPMENT ASSISTANCE
PROGRAM AND NEW YORK STATE DORMITORY AUTHORITY GRANT PROJECT
ID # 3654 - AUTHORIZED**

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

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

20 DECEMBER 2017
TOWN BOARD MEETING

(Cont.)

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> |

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

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

Resolution

Offered by: Councilman Lupinacci
Seconded by: 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> |

Supervisor Schmitt explained that the two employees who are the Clerks to the Town Justices serve at the pleasure of the Town Justices. Although they remain employees, because their title is exempt they are no longer included within a collective bargaining unit.

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT FOR CONSULTING ENGINEERING SERVICES - MOTION TO TABLE FAILED

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

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the referenced agreement on behalf of the Town of Carmel.

Motion to Table

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

20 DECEMBER 2017
TOWN BOARD MEETING

(Cont.)

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

Supervisor Schmitt indicated that he offered the motion to table the resolution to postpone action on the matter until a later date. The motion to table failed.

Councilwoman McDonough then offered the resolution. It was seconded by Councilman Lupinacci and the following roll call vote ensued.

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> </u> | <u> </u> | Abstain |
| Kenneth Schmitt | <u> </u> | <u> </u> | No |

Supervisor Schmitt stated that he voted no to the resolution because he is not comfortable with the agreement as proposed and that he has issues with certain language therein. He pointed out that Councilman-elect Barile had requested that the Town Board extend Mr. Folchetti’s current agreement and commented that his vote should not be taken as a reflection on Mr. Folchetti’s engineering services. Supervisor Schmitt indicated that he would not sign the agreement on behalf of the Town of Carmel.

Gregory Folchetti, Legal Counsel explained that any board member can be designated by the Town Board to sign the agreement.

Councilman Lombardi explained that he abstained because he felt that Councilman-elect Barile should have been given the opportunity to participate in the discussions from the dais and vote on the agreement. He suggested that someone who voted in favor of the resolution should be authorized to sign the agreement.

At the conclusion of discussion held regarding the matter, Councilwoman McDonough reoffered the resolution as amended below to reflect that she would execute the agreement.

**ENTRY INTO AGREEMENT FOR CONSULTING ENGINEERING SERVICES
AUTHORIZED AS AMENDED - JOHN E. FOLCHETTI, PE OF J. ROBERT
FOLCHETTI & ASSOCIATES, LLC**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry in an agreement with John E. Folchetti, PE of J. Robert Folchetti & Associates, LLC of Brewster, NY for consulting engineering services to be rendered to the Town of Carmel in form as attached hereto and made a part hereof; and
BE IT FURTHER RESOLVED that Town Councilwoman Suzanne McDonough is hereby authorized to execute the referenced agreement on behalf of the Town of Carmel.

20 DECEMBER 2017
TOWN BOARD MEETING

(Cont.)

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> </u> | <u> </u> | Abstain |
| Kenneth Schmitt | <u> </u> | <u> </u> | Abstain |

AGREEMENT

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

WITNESSETH:

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

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

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

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

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

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

- Meet with Supervisor weekly and as requested by Supervisor or Town Board;
- Identify and set individual staff duties and responsibilities;
- Establish and track weekly goals and objectives for staff;
- Implement weekly time sheets to determine how time is spent by staff;
- Potable Water and Wastewater: coordinate with operators to identify needs and coordinate with regulatory agencies regarding compliance;
- Highway: work with highway Superintendent to implement, design and identify his/her capital needs; Provide design services for Highway capital projects with estimated construction value less than \$250,000.00
- Develop Capital Plan (Potable Water / Wastewater / Highway) for consideration of Town Board;
- Storm Water / MS4: Develop MS4 Compliance Plan and Conduct IDDE inspections;
- Planning Board Review Oversight: work with Town Engineer and Town Planner to establish SEQRA scope; review Town Engineer comments; review bond and escrow recommendations; conduct site visits as required during review stage.
- Parks and Recreation: work with Superintendent to implement, design and identify his/her capital needs; Provide design services for Parks & Recreation capital projects with estimated construction value less than \$250,000.00
- Update, launch and maintain existing GIS system
- Assist Town Engineer in Implementing Asset Management Program
- Assist Town Grant Writer with grant applications; in the event there is no Town Grant Writer prepare and submit grants on behalf of the Town
- At the conclusion of each capital project designed/constructed under FOLCHETTI oversight provide after action report detailing the following information:

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(Cont.)

- Original construction estimate
- Contract & actual costs for the following: design; survey; permitting; bid assistance; additional services; construction administration
- Design & construction administration as a percentage of the construction estimate
- Total engineering as a percentage of the construction estimate
- Final construction cost
- Difference between final construction cost & original construction estimate

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

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

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

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

SECTION II - COMPENSATION

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

SECTION III - EXPENSES

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

SECTION IV - INDEMNIFICATION

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

SECTION V- TERM

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

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(Cont.)

SECTION VI- RENEWAL

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

SECTION VII- FOLCHETTI NOT AN EMPLOYEE

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

SECTION VIII – AUDIT

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

SECTION IX – ENTIRE AGREEMENT

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

SECTION X – GOVERNING LAW

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

TOWN OF CARMEL

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

By: KENNETH SCHMITT
SUPERVISOR

By: J. ROBERT FOLCHETTI &
ASSOCIATES, LLC

JOHN E. FOLCHETTI, P.E.

By: JOHN E. FOLCHETTI, P.E.

Exhibit "A"

J. ROBERT FOLCHETTI & ASSOCIATES, LLC
CIVIL/ENVIRONMENTAL ENGINEERS

November 2, 2013

Hon. Kenneth Schmitt, Supervisor
Town of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

**20 DECEMBER 2017
TOWN BOARD MEETING**

(Cont.)

**RE: TOWN CONSULTING ENGINEER
ENGINEERING SERVICES AGREEMENT**

Dear Supervisor Schmitt and Members of the Town Board:

J. Robert Folchetti & Associates (JRFA) is pleased to present our contract to the Town of Carmel for the provision of Consulting Engineering Services. The task of choosing a licensed Professional Engineer to serve as your Consulting Town Engineer is an important obligation that faces you and your community. We recognize the significance of this decision and do not take our obligation to you lightly.

At JRFA we specialize in municipal engineering. Established in 1984, we have specialized in serving municipal clients since that time. Historically, 60% of our work is for municipal clients. We do not retain private sector clients that do work in the municipalities we serve, even if that client requests us to work on a project in a different municipality. We bring to you extensive experience in water, wastewater treatment, collection systems, stormwater, flooding, drainage, roadways, and funding. Our office is located in Brewster, New York, approximately 8.5 miles from the Town Hall.

We offer the specialization, staffing and experience with regulatory agencies to provide quality, cost-effective engineering services. Our experience is current, our track record is proven. Our projects are completed on time and at or under budget without sacrificing quality. As a result, our clients retain us on a repetitive basis.

• 247 ROUTE 100
PINEWOOD BUSINESS CENTER
SOMERS, NY 10589
914-232-2500
Fax 914-232-6827

• 815 WINTERTON ROAD
MIDDLETOWN, NY 10940
845-224-9347
Fax 914-232-6827

www.jrfa.com

Hon. Kenneth Schmitt
Proposal for Town Engineer, Municipal and Technical Engineering Services
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PROPOSED SCOPE OF SERVICES

Our understanding is that the Town desires a Consulting Engineer to improve the performance of the Engineering Department. The Consulting Engineer will run the Engineering Department. The Town does not intend to hire a full time Town Engineer; it does intend to hire a full time Deputy Engineer to assist the Consulting Engineer in the process of fulfilling the obligations of the Department. In this regard, we propose the following:

1. STAFF

- a. Town Consulting Engineer – JRFA;
- b. Deputy Town Engineer – to be hired;
- c. Engineering Project Coordinator – Robert Vara;
- d. Account Clerk – to be determined.

Identification of the Building/Engineering Department Head will be determined after consultation with the County Personnel Office.

2. Consulting Engineer Duties

- a. Engineering Department Management
 1. Meet with Supervisor weekly and as requested;
 2. Identify and set individual staff duties and responsibilities;
 3. Establish and track weekly goals and objectives for staff;
 4. Establish and implement office Standard Operating Procedures (SOP) for walk-ins and telephone calls;
 5. Implement weekly time sheets to determine how time is spent.
- b. Identify Public Works Needs
 1. Potable Water and Wastewater
 - a. Coordinate with Operators to identify needs;
 - b. Coordinate with regulatory agencies regarding compliance.
 2. Highway
 - a. Work with Highway Superintendent to implement his capital needs.
 3. Develop Capital Plan (PW/WW/Highway) for consideration of Town Board.
 4. Provide design documents for Capital Plan implementation.
 5. Regulatory Agency Interface.

**20 DECEMBER 2017
TOWN BOARD MEETING**

(Cont.)

- c. Storm Water/MS4
 - 1. Review MS4 Compliance history;
 - 2. Develop MS4 Compliance Plan;
 - 3. Conduct IDDE inspections;
 - 4. Inventory and map outfalls and BMP's installed 2003-2012;
 - 5. Map new BMP's as constructed;
 - 6. Develop Year 6-10 retrofits.

Hon. Kenneth Schmitt
 Proposal for Town Engineer, Municipal and Technical Engineering Services
 November 2, 2013
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- d. Planning Board Review Oversight
 - 1. Work with Deputy Town Engineer and Town Planner to establish SEQRA scope;
 - 2. Review Deputy Town Engineer comments;
 - 3. Review bond and escrow recommendations;
 - 4. Site visits as required during review stage;
 - 5. Inspect construction for compliance with plans and MS4 criteria.

3. *Deputy Engineer Duties*

- a. Planning Board review and estimates of bonds and escrow;
- b. Daily oversight of staff – Meet weekly Goals and Objectives;
- c. Site inspections as required;
- d. Review and approve routine vendor claims – Potable Water/Wastewater System Operators; Potable Water/Wastewater Repairs, etc.;
- e. Inspect Potable Water/Wastewater Emergency Repairs;
- f. Assist with IDDE and Subdivision Construction Mapping;
- g. Road/Drainage Complaints;
- h. Assist Consulting Engineer with regulatory agency interface.

4. *Engineering Project Coordinator Duties*

- a. Administer application programs;
- b. Write grants pertaining to funding engineering projects;
- c. Maintain project & progress data;
- d. Author/assist in preparing reports;
- e. Assist review and approval routine vendor claims;
- f. Respond to inquiries & complaints;
- g. Administer Trash removal program.

5. *Account Clerk Duties*

- a. To be determined.

SCHEDULE AND FEES FOR PROPOSED SERVICES

We propose to assume the duties as Town Engineer on November 7, 2013.

The fee for the performance of duties identified in Paragraphs: 2.a.1-5; 2.b.1-3; 2.c.1-3; 2.d.1-4. services is \$10,000.00 per month. We will invoice the Town 30 days ahead; payment is expected within 30 days of invoice.

For the performance of duties identified in Paragraphs 2.b.4-5, 2.c.4-6 and 2d.5, JRFA will develop a project specific scope of work and engineering budget for each capital project. We will not commence work on capital projects without Town Board approval of the said scope and budget. Capital Projects will be invoiced every 30 days; payment is expected within 30 days of invoice.

Hon. Kenneth Schmitt
 Proposal for Town Engineer, Municipal and Technical Engineering Services
 November 2, 2013
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TERM OF AGREEMENT

The term of this agreement shall run for three years. The agreement shall be subject to renewal by mutual agreement of JRFA and the Town of Carmel.

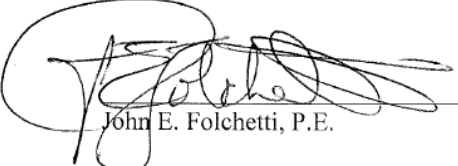
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TOWN BOARD MEETING

(Cont.)

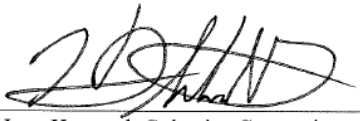
In summary, we want to thank you for this opportunity to represent the Town. We look forward to hearing from you.

Very truly yours,

ENGINEER


John E. Folchetti, P.E. 4 Nov 2013
Date

OWNER or
AUTHORIZED SIGNATURE


Hon. Kenneth Schmitt, Supervisor Date

JEF/jac

Cc: File

PUBLIC COMMENTS - AGENDA ITEMS

Councilman-elect Michael Barile expressed appreciation to Councilman Lombardi for his earlier comments with regard to the vote held in connection with John Folchetti's contract for consulting engineering services. He then referenced his request made at recent meetings that the Town Board delay voting on any important contracts that financially impact the taxpayers in the Town of Carmel until January, 2018. Councilman-elect Barile commented that the Town Board should have extended John Folchetti's existing contract for ninety days and expressed his extreme dissatisfaction that the Town Board chose to enter into the agreement tonight. A discussion was held in regard to the matter.

Tracey Walsh of Bucyrus Avenue as well as lifelong Carmel resident, stated that Exhibit "A" referenced in the agreement with John Folchetti was not included in the documentation made available to the public on the Town's website and questioned the appropriateness of the Town Board consequently voting on it.

Joseph Charbonneau stated that Exhibit "A" was attached to the previous contract with Mr. Folchetti and also incorporated into the current one. It remains unchanged and sets forth a scope of services.

Ms. Walsh commented that since the exhibit was not attached, the public could not compare the prior contract with the new one.

Gregory Folchetti, Legal Counsel indicated that the vote was valid. He stated that although for obvious reasons he is not involved in this particular contract, the referenced scope of services is a document that may be obtained through the Freedom of Information Law.

Ms. Walsh inquired about terms included in Mr. Folchetti's agreement with regard to capital projects. She concluded that given the amount of money to be expended for Mr. Folchetti's engineering services, a ninety day extension should have been awarded at this time to follow up on any outstanding questions. Discussion continued regarding the matter.

Greg Ellner, Hamlet of Carmel resident asked for clarification with regard to the amount of linear feet proposed to be replaced in Carmel Water District #2.

Councilman Schneider clarified that approximately 13,000 linear feet of water main will be installed.

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Mr. Ellner stated with regard to Section 4 of the agreement with John Folchetti that as someone running a business in the water and wastewater industry, he is not comfortable that the vendor who is a hired expert, is given indemnification. He indicated that it should be the Town of Carmel that is indemnified.

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

Councilwoman McDonough wished a Merry Christmas, Happy Hanukkah and joyous New Year to all.

Councilman Lupinacci extended best wishes for the holidays and added that the Carmel Town Hall will be closed on December 25, 2017 for Christmas as well as January 1, 2017 for New Year's Day.

Councilman Schneider also extended best wishes for the holidays and added his appreciation to all those who generously supported this year's very successful Toys for Tots program.

Supervisor Schmitt acknowledged Councilman Lombardi at his final Town Board meeting. He spoke regarding his Deputy Supervisor's distinguished eight year tenure and presented him a plaque in recognition of his dedicated service.

Councilman Lombardi expressed his appreciation to his colleagues on the Town Board for their continued support and friendship, and reflected on his eight years of service to residents of Carmel.

Supervisor Schmitt concluded by wishing a happy holiday season to all.

ADJOURNMENT

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 8:42 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk