

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 October, 2021 at 7:05 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schanil, Councilman Barile, Councilman Lombardi, Councilwoman McDonough 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 9/16/2021 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilman Schanil, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meeting held on September 16th, 2021 were accepted as submitted by the Town Clerk.

CERTAIN VEHICLES DECLARED OBSOLETE AND DISPOSAL AUTHORIZED - OFFERED AS PARA-PHRASED AND PRE-FILED

RESOLVED, that the Town Board of the Town of Carmel hereby declares the following vehicles and/or equipment to be obsolete and authorizes their disposal in accordance with Town Law, including but not limited to Town Law §64(2-a):

- 2008 Ford, Expedition, VIN# 1FMFU16518LA78218;
- 2007 Chevrolet Tahoe, VIN# 1GNFK03027R404589;
- 2013 Chevrolet Caprice VIN# 6G1MK5U25DL807652;
- 2013 Chevrolet Caprice VIN# 6G1MK5U20DL829185;
- 2013 Chevrolet Caprice VIN# 6G1MK5U2XDL807629.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	X	
Michael Barile	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Kenneth Schmitt	X	

RESOLUTION FROM 9/16/2021 AMENDED - HIGHWAY DEPARTMENT - PURCHASE OF BULK DIESEL FUEL AUTHORIZED UNDER NEW YORK STATE OFFICE OF GENERAL SERVICES, GROUP NO. 5602, AWARD NO. 23236 AND CONTRACT NO. PC69480 - GLOBAL MONTELLO GROUP CORP.

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the award of bid contract for purchase of bulk diesel fuel for the Town of Carmel Highway Department for the period commencing retroactive to August 27, 2021 through August 24, 2023 to Global Montello Group Corp. under New York State Office of General Services, Group No. 5602, Award No. 23236 and Contract No. PC69480 at the prices set forth therein.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	X	
Michael Barile	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Kenneth Schmitt	X	

RESOLVED, that the Town Board of the Town of Carmel hereby adopts the Town Supervisor's Tentative Budget (as amended by the attached schedules) as the Preliminary Budget for fiscal year 2022.

Offered by: Councilman Lombardi
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	X	
Michael Barile	X	
Frank Lombardi	X	
Suzanne McDonough		X
Kenneth Schmitt	X	

TOWN OF CARMEL 2022 BUDGET ADJUSTMENTS TENTATIVE - PRELIMINARY			Total
Adjustments Tentative to Preliminary			
* Increase Elected Officials/Management Salary			
Act code 1220.10	Supervisor	5,092	
Act code 1410.10	Town Clerk	10,000	
Act code 5010.10	Highway Super	6,576	
			21,668
* Decrease Compensation Reserve			
Act code 1010.16	Comp Reserve - Mngmt Salary Inc	(21,668)	
			(21,668)
TOTAL NET EXPENDITURE ADJUSTMENTS			0
REVENUES			
TOTAL REVENUE ADJUSTMENTS			0
* Increase/Decrease in Gen/Hwy Levy	General Levy	0	
	Highway Levy	0	
Adjustment to Tax Levy			0
Tax Rate Decrease 2.72% - No change			

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing in regard to the Preliminary Budget for fiscal year 2022 including the General Town Fund, Highway Funds as well as all Water Districts, Sewer Districts, Park Districts, Fire Districts, Fire Protection Districts, Garbage District and Lighting Districts; and

BE IT FURTHER RESOLVED that said Public Hearing shall be held on the 3rd day of November, 2021 at Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM or as soon thereafter that evening as possible, at which time all interested persons shall be heard; and

BE IT FURTHER RESOLVED that the proposed salaries of the following officials for fiscal year 2022 shall be advertised, as required by Section 108 of the Town Law of the State of New York, as follows in said notice:

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Town Supervisor \$132,388
Town Clerk \$107,064
Town Highway Superintendent \$138,116
Town Council Members \$22,277

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and directed to publish the Notice of said Public Hearing in the official newspapers of the Town a minimum of five (5) days prior to November 3, 2021, and

BE IT FURTHER RESOLVED that the Town Clerk of the Town of Carmel is hereby authorized and directed to post the Notice of said Public Hearing on the Town Bulletin Board a minimum of five (5) days prior to November 3, 2021; and

BE IT FURTHER RESOLVED that a copy of the preliminary budget be available at the Office of the Town Clerk where it may be inspected by any interested person during office hours.

Resolution

Offered by: Councilman Barile
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

PUBLIC HEARING SCHEDULED FOR 11/3/2022 - PROPOSED LOCAL LAW TO OVERRIDE THE LIMIT ON THE AMOUNT OF REAL PROPERTY TAXES THAT MAY BE LEVIED PURSUANT TO NEW YORK GENERAL MUNICIPAL LAW §3-C

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, November 3, 2021 at 7:00 p.m. or as soon thereafter that evening as possible, on a proposed Local Law to override the limit on the amount of real property taxes that may be levied pursuant to New York General Municipal Law §3-c; and

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

Resolution

Offered by: Councilman Schanil
Seconded by: Councilman Barile

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

**PROPOSED LOCAL LAW # ____ OF THE YEAR 2021
A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW 3-C**

SECTION 1. LEGISLATIVE INTENT.

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Carmel, County of Putnam pursuant to General Municipal Law § 3-c, and to allow the Town of Carmel, County of Putnam to adopt a town

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budget for (a) town purposes (b) fire protection districts and (c) any other special or improvement district governed by the Town Board for the fiscal year 2022 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

SECTION 2. AUTHORITY.

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Town Board.

SECTION 3. TAX LEVY LIMIT OVERRIDE.

The Town Board of the Town of Carmel, County of Putnam is hereby authorized to adopt a budget for the fiscal year 2022 that requires a real property tax levy in excess of the limit specified in General Municipal Law § 3-c.

SECTION 4. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE.

This local law shall take effect immediately upon filing with the Secretary of State.

Councilwoman McDonough confirmed that the Town Board was only voting to schedule the Public Hearing and that they were not voting to override the tax levy limit at this time.

Supervisor Schmitt explained that although the Town Board prefers not to do so, the results of the town-wide garbage bid opening on November 4th will determine whether or not it will be necessary to override the tax levy limit.

BUDGET MODIFICATIONS #2021/04 - AUTHORIZED

WHEREAS the Town Comptroller has reviewed the proposed Final Budget Modifications for the period ending September 30, 2021 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule 2021/04;

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 September 30, 2021 as shown itemized on schedule 2021/04 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

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BUDGET REVISIONS JULY - SEPTEMBER 2021 #2021/04

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.1110.0019	JUSTICE COURT OTHER	1,269.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	1,269.00
		- PROVIDE FOR PAYOUT OF ACCRUED VACATION TIME		
2	100.1420.0047	CERTIORARI LEGAL SERVICES	12,500.00	
	100.1989.9876	RESERVE FOR CERTIORARI SETTLEMENTS	*	12,500.00
		- PROVIDE FOR CERTIORARI LEGAL SERVICES		
3	100.1610.0019	CENTRAL SERVICES OTHER COMPENSATION	62,069.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	62,069.00
		- PROVIDE FOR RETIREE PAYOUT		
4	100.3120.0045	POLICE VEHICLE MAINTENANCE	999.34	
	100.1989.2681	INSURANCE RECOVERY - ASSET	*	999.34
		- PROVIDE FOR POLICE VEHICLE REPAIRS FROM INSURANCE CLAIM		
5	100.7110.0040	PARK CONTRACTUAL EXPENSES	3,920.40	
	100.1989.2681	INSURANCE RECOVERY - ASSET	*	3,920.40
		- PROVIDE FOR REPAIRS TO RECREATION MAINTENANCE BUILDING FROM INSURANCE CLAIM		
6	100.1330.0012	TAX RECEIVER STAFF OVERTIME	1,800.00	
	100.1440.0012	ENGINEERING STAFF OVERTIME	1,500.00	
	100.1440.0047	ENGINEERING TRAINING EXPENSE	1,500.00	
	100.5010.0012	HIGHWAY ADMIN STAFF OVERTIME	680.00	
	100.5132.0021	HIGHWAY GARAGE SPEC EXPENSES	1,500.00	
	100.1330.0013	TAX RECEIVER TEMPORARY STAFF		800.00
	100.1330.0080	TAX RECEIVER EMPLOYEE BENEFITS		1,000.00
	100.1440.0086	ENGINEERING RETIREE HEALTH INSURANCE		3,000.00
	100.5010.0013	HIGHWAY ADMIN TEMPORARY STAFF		680.00
	100.5132.0020	HIGHWAY GARAGE EQUIPMENT		1,500.00
		- TRANSFER FOR MISC EXPENSES WITHIN THE GENERAL FUND		
7	100.3120.0013	POLICE TEMPORARY STAFF	12,000.00	
	100.3120.0041	POLICE MOTOR VEHICLE FUEL	20,000.00	
	100.3121.0012	LAKE PATROL OVERTIME	10,000.00	
	100.3120.0011	POLICE PERSONNEL SERVICES - UNIFORM		22,000.00
	100.3120.0043	POLICE INSURANCE COVERAGE		20,000.00
		- TRANSFER FOR POLICE DEPARTMENT EXPENSES		
8	100.7110.0020	PARK EQUIPMENT	400.00	
	100.7110.0040	PARK CONTRACTUAL EXPENSES	27,200.00	
	100.7112.0020	MCDONOUGH FIELDS EQUIPMENT	1,600.00	
	100.7117.0040	CAMARDA PARK CONTRACTUAL EXPENSES	1,200.00	
	100.7119.0040	DOG PARK CONTRACTUAL EXPENSES	200.00	
	100.7310.0040	YOUTH CONTRACTUAL EXPENSES	2,000.00	
	100.7020.0044	RECREATION BUILDING CONCESSION EXPENSES		2,000.00
	100.7020.0045	RECREATION BUILDING SPECIAL REPAIRS		5,000.00
	100.7113.0020	CHAMBER PARK IMPROVEMENTS		2,000.00
	100.7117.0042	CAMARDA PARK UTILITIES		600.00
	100.7140.0013	PLAYGROUND TEMPORARY STAFF		10,000.00
	100.7180.0022	MAHOPAC LAKEFRONT		5,000.00
	100.7610.0040	PROGRAM FOR THE AGING CONTRACTUAL EXPENSES		8,000.00
		- TRANSFER FOR RECREATION EXPENSES		
HIGHWAY FUND				
9	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	1,000.00	
	500.5110.0086	RETIREE HEALTH INSURANCE		1,000.00
		- TRANSFER FOR GENERAL REPAIR LABOR OVERTIME		
10	500.5140.0084	HEALTH INSURANCE - WEEDS AND BRUSH	20,500.00	
	500.5110.0084	HEALTH INSURANCE - GENERAL REPAIR		20,500.00
		- TRANSFER FOR HEALTH INSURANCE		

TOWN OF CARMEL
BUDGET REVISIONS JULY - SEPTEMBER 2021 #2021/04

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
LAKE CASSE PARK DISTRICT				
11	401.7140.0020	EQUIPMENT	201.00	
	401.7140.2681	INSURANCE RECOVERY - ASSET	*	201.00
		- PROVIDE FOR PUMP REPAIRS FROM INSURANCE CLAIM		
12	401.7140.0040	CONTRACTUAL EXPENSES	15,172.00	
	401.7140.0013	TEMPORARY LABOR		5,172.00
	401.7140.0020	EQUIPMENT		4,000.00
	401.7140.0099	REPAIR RESERVE		6,000.00
		- TRANSFER FOR LAKE CASSE CONTRACTUAL EXPENSES		

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LAKE MAHOPAC PARK DISTRICT				
13	402.7110.0040	CONTRACTUAL EXPENSES	3,400.00	
	402.7110.0099	REPAIR RESERVE		3,400.00
		- TRANSFER FOR LAKE MAHOPAC CONTRACTUAL EXPENSES		
LAKE SECOR PARK DISTRICT				
14	404.7140.0040	CONTRACTUAL EXPENSES	4,700.00	
	404.7140.0046	CONTRACTUAL RENTALS	310.00	
	404.7140.0082	SOCIAL SECURITY	200.00	
	404.7140.0013	TEMPORARY LABOR		2,400.00
	404.7140.0083	WORKERS COMPENSATION		200.00
	404.7140.0099	REPAIR RESERVE		2,610.00
		- TRANSFER FOR MISCELLANEOUS LAKE SECOR EXPENSES		
CARMEL WATER DISTRICT #2				
15	602.8310.0020	EQUIPMENT	22,500.00	
	602.8310.0047	EMERGENCY REPAIRS	127,500.00	
	602.8310.0042	UTILITY EXPENSES		10,000.00
	602.8310.0044	ENGINEERING SERVICES		7,590.00
	602.8310.0048	OTHER OPERATING EXPENSES		30,000.00
	602.8310.0049	SERVICES - OTHER DEPTS/GOVTS		7,910.00
	602.8310.0090	CONTINGENCY		60,000.00
	602.8310.0099	REPAIR RESERVE FUND		34,500.00
		- TRANSFER FOR EQUIPMENT AND EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #3				
16	603.8310.0047	EMERGENCY REPAIRS	8,000.00	
	603.8310.0048	OTHER OPERATING EXPENSES	2,890.00	
	603.8310.0046	PURCHASE OF WATER		3,000.00
	603.8310.0044	ENGINEERING SERVICES		3,000.00
	603.8310.0041	CHEMICAL EXPENSES		2,000.00
	603.8310.0049	SERVICES - OTHER DEPTS/GOVTS		2,000.00
	603.8310.0099	REPAIR RESERVE FUND		890.00
		- TRANSFER FOR EMERGENCY REPAIRS AND OTHER OPERATING EXPENSES		
CARMEL WATER DISTRICT #4				
17	604.8310.0020	EQUIPMENT	3,889.00	
	604.8310.0047	EMERGENCY REPAIRS	1,060.00	
	604.8310.2681	INSURANCE RECOVERY - ASSET	*	4,949.00
		- PROVIDE FOR THE PURCHASE OF EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
18	604.8310.0020	EQUIPMENT	2,500.00	
	604.8310.0047	EMERGENCY REPAIRS	2,500.00	
	604.8310.0048	OTHER OPERATING EXPENSES	2,500.00	
	604.8310.0099	REPAIR RESERVE FUND		7,500.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		

TOWN OF CARMEL
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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #5				
19	605.8310.0048	OTHER OPERATING EXPENSES	4,000.00	
	605.8310.0099	REPAIR RESERVE FUND		4,000.00
		- TRANSFER OTHER OPERATING EXPENSES		
CARMEL WATER DISTRICT #6				
20	606.8310.0020	EQUIPMENT	4,474.00	
	606.8310.0047	EMERGENCY REPAIRS	3,759.00	
	606.8310.2681	INSURANCE RECOVERY - ASSET	*	8,233.00
		- PROVIDE FOR THE PURCHASE OF EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
21	606.8310.0047	EMERGENCY REPAIRS	2,500.00	
	606.8310.0048	OTHER OPERATING EXPENSES	5,000.00	
	606.8310.0020	EQUIPMENT		2,500.00
	606.8310.0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR EMERGENCY REPAIRS AND OTHER OPERATING EXPENSES		

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CARMEL WATER DISTRICT #7				
22	607.8310.0020	EQUIPMENT	3,500.00	
	607.8310.0040	CONTRACTUAL REPAIRS	1,000.00	
	607.8310.0047	EMERGENCY REPAIRS	3,500.00	
	607.8310.0048	OTHER OPERATING EXPENSES	2,000.00	
	607.8310.9909	APPROPRIATED FUND BALANCE	*	10,000.00
		- PROVIDE FOR MISCELLANEOUS EXPENSES FROM THE APPROPRIATED FUND BALANCE		
CARMEL WATER DISTRICT #8				
23	608.8310.0040	CONTRACTUAL REPAIRS	18,000.00	
	608.8310.0047	EMERGENCY REPAIRS	15,000.00	
	608.8310.0020	EQUIPMENT		7,500.00
	608.8310.0090	CONTINGENCY		9,900.00
	608.8310.0099	REPAIR RESERVE FUND		15,600.00
		- TRANSFER FOR CONTRACTUAL AND EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #9				
24	609.8310.0020	EQUIPMENT	12,234.00	
	609.8310.0047	EMERGENCY REPAIRS	4,125.00	
	609.8310.2681	INSURANCE RECOVERY - ASSET	*	16,369.00
		- PROVIDE FOR THE PURCHASE OF EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
25	609.8310.0048	OTHER OPERATING EXPENSES	5,000.00	
	609.8310.0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR OTHER OPERATING EXPENSES		
CARMEL WATER DISTRICT #10				
26	610.8310.0020	EQUIPMENT	2,500.00	
	610.8310.0099	REPAIR RESERVE FUND		2,500.00
		- TRANSFER FOR THE PURCHASE OF EQUIPMENT		
CARMEL WATER DISTRICT #12				
27	612.8310.0020	EQUIPMENT	2,500.00	
	612.8310.0040	CONTRACTUAL REPAIRS		2,500.00
		- TRANSFER FOR THE PURCHASE OF EQUIPMENT		
CARMEL WATER DISTRICT #13				
28	613.8310.0020	EQUIPMENT	2,000.00	
	613.8310.0041	CHEMICAL EXPENSES	1,000.00	
	613.8310.0099	REPAIR RESERVE FUND		3,000.00
		- TRANSFER FOR EQUIPMENT AND CHEMICAL EXPENSES		

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #14				
29	614.8310.0020	EQUIPMENT	2,578.00	
	614.8310.0047	EMERGENCY REPAIRS	3,282.00	
	614.8310.2681	INSURANCE RECOVERY - ASSET	*	5,860.00
		- PROVIDE FOR THE PURCHASE OF EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
30	614.8310.0040	CONTRACTUAL REPAIRS	3,000.00	
	614.8310.0048	OTHER OPERATING EXPENSES	3,110.00	
	614.8310.0047	EMERGENCY REPAIRS		3,000.00
	614.8310.0049	SERVICES - OTHER DEPTS/GOVTS		900.00
	614.8310.0099	REPAIR RESERVE FUND		2,210.00
		- TRANSFER FOR CONTRACTUAL REPAIRS AND OTHER OPERATING EXPENSES		
CARMEL SEWER DISTRICT #1				
31	701.8130.0040	CONTRACTUAL REPAIRS	3,000.00	
	701.8130.0099	REPAIR RESERVE FUND		3,000.00
		- TRANSFER FOR CONTRACTUAL REPAIRS		
CARMEL SEWER DISTRICT #2				
32	702.8130.0040	CONTRACTUAL REPAIRS	7,423.00	
	702.8130.2681	INSURANCE RECOVERY - ASSET	*	7,423.00
		- PROVIDE FOR CONTRACTUAL REPAIRS FROM INSURANCE CLAIM		
33	702.8130.0020	EQUIPMENT	342,000.00	
	702.8130.0120	MICROFILTRATION - EQUIPMENT		42,000.00
	702.8130.9909	APPROPRIATED FUND BALANCE	*	300,000.00
		- TRANSFER AND PROVIDE FOR EQUIPMENT INCLUDING CLARIFIER DRIVE, GRIT CLASSIFIER AND BAR SCREEN/AUGER SYSTEM		

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34	702.8130.0040	CONTRACTUAL REPAIRS	128,000.00	
	702.8130.0140	MICROFILTRATION -CONTRACTUAL REPAIRS	10,000.00	
	702.8130.0090	CONTINGENCY		30,000.00
	702.8130.0099	REPAIR RESERVE FUND		50,000.00
	702.8130.0120	MICROFILTRATION - EQUIPMENT		58,000.00
		- TRANSFER FOR CONTRACTUAL REPAIRS		
CARMEL SEWER DISTRICT #3				
35	703.8130.0040	CONTRACTUAL REPAIRS	2,000.00	
	703.8130.0099	REPAIR RESERVE FUND		2,000.00
		- TRANSFER FOR CONTRACTUAL REPAIRS		
CARMEL SEWER DISTRICT #4				
36	704.8130.0140	MICROFILTRATION -CONTRACTUAL REPAIRS	20,000.00	
	704.8130.2770	OTHER REVENUE	*	20,000.00
		- PROVIDE FOR REPAIRS TO MICROFILTRATION PLANT FROM REIMBURSEMENT FROM NYCDEP		
37	704.8130.0141	MICROFILTRATION -CHEMICALS	6,000.00	
	704.8130.0020	EQUIPMENT		3,450.00
	704.8130.0044	ENGINEERING SERVICES		1,050.00
	704.8130.0041	CHEMICALS		1,500.00
		- TRANSFER FOR PURCHASE OF CHEMICALS AT MICROFILTRATION PLANT		
CARMEL SEWER DISTRICT #5				
38	705.8130.0040	CONTRACTUAL REPAIRS	11,000.00	
	705.8130.0048	OTHER OPERATING EXPENSES	1,000.00	
	705.8130.0044	ENGINEERING SERVICES		4,000.00
	705.8130.0047	SLUDGE REMOVAL		3,000.00
	705.8130.0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR CONTRACTUAL REPAIRS		

TOWN OF CARMEL
BUDGET REVISIONS JULY - SEPTEMBER 2021 #2021/04

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #6				
39	706.8130.0040	CONTRACTUAL REPAIRS	13,120.00	
	706.8130.0047	SLUDGE REMOVAL	10,000.00	
	706.8130.0020	EQUIPMENT		18,000.00
	706.8130.0099	REPAIR RESERVE FUND		5,120.00
		- TRANSFER FOR CONTRACTUAL REPAIRS AND SLUDGE REMOVAL		
CARMEL SEWER DISTRICT #7				
40	707.8130.0020	EQUIPMENT	500.00	
	707.8130.0040	CONTRACTUAL REPAIRS	11,600.00	
	707.8130.0046	PURCHASE OF WATER	500.00	
	707.8130.0140	MICROFILTRATION -CONTRACTUAL REPAIRS	1,500.00	
	707.8130.0041	CHEMICALS		500.00
	707.8130.0044	ENGINEERING SERVICES		2,000.00
	707.8130.0048	OTHER OPERATING EXPENSES		1,000.00
	707.8130.0090	CONTINGENCY		2,100.00
	707.8130.0099	REPAIR RESERVE FUND		8,500.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL SEWER DISTRICT #8				
41	708.8130.0040	CONTRACTUAL REPAIRS	5,020.00	
	708.8130.2681	INSURANCE RECOVERY - ASSET	*	5,020.00
		- PROVIDE FOR CONTRACTUAL REPAIRS FROM INSURANCE CLAIM		
DEBT FUNDS				
42	810.9730.0061	BAN PRINCIPAL DRAINAGE/AIRPORT/LAND ACQUISITION	220,000.00	
	850.9730.0060	BAN PRINCIPAL ROAD RESURFACING	50,000.00	
	850.9730.0061	BAN PRINCIPAL MACHINERY	150,000.00	
	871.9730.0060	BAN PRINCIPAL CSD #1	120,000.00	
	871.9730.0070	BAN INTEREST CSD #1	1,500.00	
	810.1989.9909	GENERAL DEBT APPROPRIATED FUND BALANCE	*	220,000.00
	850.5010.9909	HIGHWAY DEBT APPROPRIATED FUND BALANCE	*	200,000.00
	871.8130.5030	CSD #1 TRANSFER FROM CAPITAL FUND	*	121,500.00
		- PROVIDE FOR ADDITIONAL BAN PAYMENTS IN DEBT FUNDS		
DRAINAGE CAPITAL PROJECT				
43	900.1989.0012	PROJECT LABOR OVERTIME	12,000.00	
	900.1989.0040	CONTRACTUAL EXPENDITURES	10,000.00	
	900.1989.0048	OTHER OPERATING EXPENSES		22,000.00
		- TRANSFER FOR DRAINAGE CAPITAL PROJECT EXPENSES		

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

AIRPORT PARK CAPITAL FUND			
44	910.7140.0040	CONTRACTUAL EXPENDITURES	3,000.00
	910.7140.0045	CONTRACTED IMPROVEMENTS	32,000.00
	910.7140.5030	INTERFUND TRANSFER FROM PARKLAND TRUST	* 35,000.00
		-PROVIDE FOR CAPITAL IMPROVEMENTS FROM PARKLAND TRUST PER	
		AUTHORIZING RESOLUTION	
AGENCY AND TRUST FUNDS			
45	990.0037.0099	TRANSFER TO OTHER FUNDS (910 Fund - Airport Park)	35,000.00
	990.0037.9909	PARKLAND TRUST FUND APPROPRIATION	* 35,000.00
		-PROVIDE FOR TRANSFER TO CAPITAL FUND FROM PARKLAND TRUST PER	
		AUTHORIZING RESOLUTION	
CSD #1 CAPITAL FUND			
46	971.8130.0099	TRANSFER TO DEBT FUND	170,000.00
	971.8130.9909	CSD #1 CAPITAL APPROPRIATED FUND BALANCE	* 170,000.00
		-PROVIDE FOR TRANSFER TO DEBT FUND TO PAYDOWN DEBT	
CARMEL WATER DISTRICTS CONSOLIDATED CAPITAL FUND			
47	989.8310.0040	CONTRACTUAL EXPENSES	25,000.00
	989.8310.0048	OTHER PROJECT EXPENSES	25,000.00
		- TRANSFER FOR WATER METER INSTALLATIONS	

Budget Revisions July - September 2021 cover sheet.xls

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PERFORMANCE OF EMERGENCY REPAIRS ACKNOWLEDGED - CARMEL WATER DISTRICT #2 - KUCK EXCAVATING AND CARMEL WATER DISTRICT #9 - BEE AND JAY

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs, specifically those performed in Carmel Water District #2 and Carmel Water District #9, all as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated October 7, 2021, which is attached hereto and made a part thereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	X	
Michael Barile	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Kenneth Schmitt	X	

Richard J. Franzetti, P.E.
Town Engineer




(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: October 7, 2021

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

Carmel Water District 2 ~ Seminary Hill Valve Replacement

On July 31, 2021, Inframark, the operators for CWD2, notified the Engineering Department that an emergency 10" valve replacement was performed at 47 Seminary Hill Rd. Attached is an invoice in the amount of \$11,723.00 for Kuck Excavating to make this repair.

Carmel Water District 2 ~ Kings Grant Valve Replacement

On September 14, 2021, Inframark, the operators for CWD2, notified the Engineering Department that an emergency valve replacement was performed at Kings Grant. Attached is an invoice in the amount of \$11,071.08 for Kuck Excavating to make this repair.

Carmel Water District 2 ~ Willow Rd Valve Replacement

On August 11, 2021, Inframark, the operators for CWD2, notified the Engineering Department that an emergency 8" valve replacement was performed at Willow Rd. Attached is an invoice in the amount of \$12,803.48 for Kuck Excavating to make this repair.

Carmel Water District 9 ~ Pump Replacement

On July 25, 2021, Bee and Jay, the operators for CWD 9, notified the Engineering Department that the pump failed out due to a lightning storm. The pump, cable and related parts were replaced and set new on 8/26/21. Attached is an invoice in the amount of \$16,358.70 for Bee and Jay to make this repair.

Please note that this invoice has been submitted to insurance for reimbursement.

We request that this memorandum be put into the agenda as a matter of record.

Tel: (845) 628-1500 Fax: (845) 628-7085 email rjff@ci.carmel.ny.us
G:\Engineering\Town Board\Emergency Invoices\10-13-2021 WS\10-07-21 Emergency Repair Acknowledgement to TB.doc

TOWN OF CARMEL 60 McAlpin Ave Mahopac, NY 10541 (845) 628-1500		PURCHASE ORDER #	
CLAIMANT'S NAME AND ADDRESS ED KUCK EXCAVATING INC 20 DAY ROAD CARMEL, NY 10512		REQUISITION #	
		APPROPRIATION #	
DEPARTMENT <u>ENGINEERING</u> VENDOR TAX ID# <u>0670</u> TOWN OF CARMEL TAX EXEMPT No. 15898		AMOUNT	
		TOTAL	
TOWN OF CARMEL PURCHASE ORDER NO.			

Date	Invoice Number	Description of Materials or Services	Unit Price	Amount
8/11/2021	TOC-73-2021	EMERGENCY 8" VALVE REPLACEMENT WILLOW ROAD		12,803.48
8/11/2021	TOC 73-2021	CWD 2		
		AS PER INFRAMARK		
		16 HRS PW		
		8/9/2021 4 HRS 8/10/2021 8 HRS 8/11/2021 4 HRS		
TOTAL				12,803.48

VENDOR'S / CLAIMANT'S CERTIFICATION

I, EDWARD L KUCK, certify that the above account in the amount of \$ 12,803.48 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due. I further certify that to the extent any Public Work forms the basis of this Claim, that any employees who performed said work, have been paid New York State Prevailing Wages in accordance with the New York State Labor Law.

8/11/2021
DATE

Edward L Kuck
SIGNATURE

PRESIDENT
TITLE

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

(Space below for Municipal Use)

TOWN DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

The claim is approved and ordered paid from the appropriations indicated above

COMPTROLLER, TOWN OF CARMEL

Ed Kuck Excavating Inc
20 Day Road
Carmel, NY 10512

INV # TOC- 73 2021
CWD 2
REQ #
Vendor 0670
Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL
EMERGENCY: 8" VALVE REPLACEMENT

AS PER INFRAMARK
Job Location: WILLOW ROAD
Work Started ; 8/09/2021 TOTAL 4 HRS 8/10/2021 8 HRS 8/11/2021 4 HRS TOTAL 16 HRS

JOB DESCRIPTION
DAY 1: SAW CUT ROAD, DUG OUT AND EXPOSED 8" VALVE TO TOP OF PIPE, STEEL PLATED HOLE AND COLD PATCHED
DAY 2: PUMP OUT GROUND WATER, FINISHED DIGGING AND EXPOSING VALVE AND WATER MAIN: CUT OLD VALVE SECTION OUT. INSTALLED NEW VALVE WITH 2 HYMAX , THRUST BLOCK THE PIPE AT THE 45 BEND. INSTALLED GRAVEL, INSTALLED AND COMPACTED ITEM 4 , STEEL PLATED HOLE
Day 3: REMOVED STEEL PLATES, BLACKTOP AREA TO GRADE

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	16 HRS	\$85.00 per hour	1,360.00
Dump Truck	16 HRS	\$90.00 per hour	1,440.00
Support Vehicle	Day rate 3 DAYS	\$155.00 PER DAY	465.00
Chop Saw	Day rate 1 DAY	\$ 70.00	70.00
Jumping Jack	Day rate 1DAY	\$70.00	70.00
Plate tamper	Day rate 1 DAY	\$70.00	70.00
MUD SUCKER	Day rate 1 DAY	\$70.00	70.00
Locator	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
Machine operator	16 Hrs X 1 MAN PW	\$184.18 PER HR	2,946.88
Laborers	16 HRS X 2 MAN PW	\$159.30 PER HR	5,097.60
LABORER	HRS X MEN PW DAY	\$159.30 PER HR	
Item 4	18 YARDS	\$40.00 per yard	720.00
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop	2.5 TONS	\$124.00 per ton	310.00
SHORING BOX		\$500.00	
Hay		\$15.36 bag	
GRAVEL	4 YARDS	\$46.00/YARD	184.00
Total			12,803.48

 P.E.
Town Engineer



(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 Wallop Avenue
Mahopac, New York 10541

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CWD 2
Location (street address): Willow Rd
Time and Date of Main Break or Hydrant Damage: 8/9 8/10 + 8/11

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

Field Response:

Mannpower	HRS	Equipment	HRS
10 OPERATOR	16	MPS EXCAVATOR	16
2 LABORERS	32	BUMP TRUCK	16

Water Main: Size: 8" Material: Ductile Iron Depth to Main: 5'

Hydrant: Manufacturer & Model:

Repair Materials Utilized: (1) 8" VALVE (2) 8" HIGH HAY
(2) 8" MEGA LUGGRIPS (1) 6" VALVE BOX

Cause of Main Break or Hydrant Damage: PICKING UP AT BTH
IN WATER VALVE (1936 VALVE)

Description of Damage caused, if any:

Future Restoration Required:


Pavement: ☐ Sidewalk: ☐
Lawn Area: ☐ Shrubs: ☐

Cause of Main Break or Hydrant Damage:

Date Repair Completed: 8/11/21 Prepared by: [Signature]
(Printed Name)

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division
Rev. 12-2008
OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS 20 DAY ROAD, CARMEL NY 10512		PROJECT OR CONTRACT NO.	
ED KUCK EXCAVATING INC				CWD2 8" Valve replacement	
PAYROLL NO. TOC 73-2021	FOR WEEK ENDING 08/13/2021	PROJECT AND LOCATION willow road			

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF OPERATING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			OT DET.	S M T W T F S									FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				8/7	8/8	8/9	8/10	8/11	8/12								8/13	
SCOTT TOMPKINS [REDACTED]		LABORER								16.00	41.53	19.47					\$976.00	
SCOTT TOMPKINS [REDACTED]		OPERATOR																
VICTOR JEREZ AGUILAR [REDACTED]		LABORER																
EDWARD L KUCK [REDACTED]		OPERATOR								16.00	53.80	29.55					\$1,333.60	
EDWARD L KUCK [REDACTED]		LABORER									41.53	23.32						
JOHNNY ASTROLOGO [REDACTED]		LABORER								16.00	41.53	20.32					\$1,037.60	
JOHN ASTROLOGO [REDACTED]		LABORER																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

Date8/11/2021

EDWARD L KUCKPRESIDENT

(Name of Signatory Party)(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed byED KUCK EXCAVATING INCon theTOC-73-2021; that during the payroll period commencing on the9 day ofAUGUST, 2021, and ending the11 day ofAUGUST, 2021, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of saidED KUCK EXCAVATING INCfrom the full(Contractor or Subcontractor)weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLEEDWARD L KUCK, PRESIDENTSIGNATUREEdum K

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1901 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EXHIBIT "B"
Emergency Justification Form
Town of Carmel Procurement Policy

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering
Vendor names: Ed Kuck Excavating
Nature of emergency: Emergency Valve Replacement
Estimated cost: See attached invoice

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- ☒The situation arose out of an accident or unforeseen occurrence or condition.
- ☐Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- ☐The situation required immediate action, which could not await competitive bidding.
- ☒The emergency purchases or services exceeded \$10,000 and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- ☐Other (provide explanation):

Purchasing Agent's signature for approval: Richard J. Frizelle

Department Head's signature for approval: Richard J. Frizelle

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

BEE&JAY

P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

INVOICE

DATE	INVOICE #
9/2/2021	99142

www.BEEANDJAY.com

BILL TO:

Town of Carmel-CWD#9
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Locust Hill Station
Mahopac, NY

PROFESSIONAL SERVICE 57 YEARS 1964-2021

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 1500	Payment Due Upon Rec.	EK	8/26/2021	26170

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		CWD# 9 Locust Hill Road Station 7/26/21 tested well #2 not operating and burnt out due to lightening storm on 7/25/21. Ordered replacement pump and motor not in stock 7.5 hp Goulds. 8/26/21- Materials arrived, pulled damaged pump and motor from well 8/27/21 Installation of new 7.5 Goulds pump motor and 6-4 subcable , all related equipment and restored on line and tested.		
Labor TOC Lab...	4	1-Laborer 8/26/21	140.00	560.00
Labor TOC Tech	4	1- Tech Plb 8/26/21	185.00	740.00
Labor TOC Lab...	5	1-Laborer 8/27/21	140.00	700.00
Labor TOC Tech	5	1- Tech Plb 8/27/21	185.00	925.00
Boom Truck		Boom Truck	1,200.00	1,200.00
Material		1- Goulds 35GS75 Pump End	7,084.00	7,084.00
Material		1- Goulds 7.5 hp 230v Motor	2,281.00	2,281.00
Material		4- Large Heat Shrinks	51.28	51.28
Material		6- Torque Arrestors	132.42	132.42
Material		350 feet 6-4 Sub Cable	2,625.00	2,625.00
Material		12- Rolls Tape	60.00	60.00

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due\$16,358.70

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER

CARDHOLDER/NAME: SIGNATURE:

CARD# EXP. DATE: CID #

EMAIL:

ED Kuck Excavating Inc
y Road
mel, NY 10512

INV # TOC- 82- 2021
CWD 2
REQ #
Vendor 0670
Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL
EMERGENCY: WATERMAIN BREAK

AS PER INFRAMARK
Job Location: KINGS GRANT 101-306 KINGS WAY
Work Started ; 9/14/2021 8 HRS COMPLETED: 9/15/2021 8 HRS TOTAL 16 HRS

JOB DESCRIPTION
DAY 1 : SAW CUT ROAD. DUG UP AND EXPOSED 8" VALVE LEAKING. FOUND PACKING ON TOP OF VALVE LEAKING, REPLACED BOLTS. REPLACED BOLTS ON 6" VALVE.
DAY 2: FOUND 8" LEAKING ON SIDE IN CASTING. DUG UP AND EXPOSED 8"MAIN. CUT SECTION OUT. INSTALLED NEW VALVE SET UP WITH 2 HYMAX'S. BACKFILLED AND COMPACT WITH ITEM 4. *NEEDS BLACKTOP RESTORATION

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	16 HRS	\$85.00 per hour	1,360.00
Dump Truck	16 HRS	\$90.00 per hour	1,440.00
Support Vehicle	Day rate 2 DAY	\$155.00 PER DAY	310.00
Chop Saw	Day rate 2 DAYS	\$ 70.00	140.00
Jumping Jack	Day rate 1DAYS	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate 2 DAYS	\$70.00	140.00
Locator	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
Machine operator	16 Hrs X 1 MAN PW	\$ 184.18 PER HR	2,946.88
Laborers	8 HRS X 1 MEN PW DAY 1	\$159.30 PER HR	1,274.40
LABORER	8 HRS X 2MAN PW DAY 2	\$159.30 PER HR	2,548.80
Item 4	18 YARDS	\$40.00 per yard	720.00
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop		\$124.00 per ton	
SHORING BOX		\$500.00	
Hay		\$15.36 bag	
GRAVEL		\$46.00/YARD	
MATERIALS	11-5/8 X 3" STAINLESS NUTS AND BOLTS		121.00
Total			11,071.08


EXHIBIT "B"

Emergency Justification Form
Town of Carmel Procurement Policy

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Estimated cost: \$11,723.54

- ☐ The situation arose out of an accident or unforeseen occurrence or condition.
- ☒ Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- ☒ The situation required immediate action, which could not await competitive bidding.
- ☒ The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- ☐ Other (provide explanation):

Department Head's signature for approval: 

PURCHASE ORDER NO.

[illegible]

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

VENDOR'S / CLAIMANT'S CERTIFICATION

I, EDWARD L KUCK, certify that the above account in the amount of \$ 11,723.54 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due. I further certify that to the extent any Public Work forms the basis of this Claim, that any employees who performed said work, have been paid New York State Prevailing Wages in accordance with the New York State Labor Law.

8/3/2021

Edward L Kuck

PRESIDENT

DATE

SIGNATURE

TITLE

(Space below for Municipal Use)

TOWN DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

The claim is approved and ordered paid from the appropriations indicated above.

COMPTROLLER, TOWN OF CARMEL

Ed Kuck Excavating Inc
20 Day Road
Carmel, NY 10512

INV # TOC- 70 2021
CWD 2
REQ #
Vendor 0670
Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL
EMERGENCY: 10" VALVE REPLACEMENT

AS PER
Job Location: 47 SEMINARY HILL ROAD
Work Started ; DAY 1 7/31/2021 5 HRS DAY 2 8/3/2021 8 HRS TOTAL 13HRS

JOB DESCRIPTION
DAY 1: SAW CUT ROAD, DUG OUT AND EXPOSED 10" VALVE, PLATED ROAD AND COLD PATCHED
DAY 2: PUMPED OUT EXCAVATION, REMOVED SPOILED FILL AND COMPACTED WITH ITEM 4, RESTORED BLACKTOP TO GRADE


Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	13 HRS	\$85.00 per hour	1105.00
Dump Truck	13 HRS	\$90.00 per hour	1170.00
Support Vehicle	Day rate 2 DAYS	\$155.00 PER DAY	310.00
Chop Saw	Day rate DAYS	\$ 70.00	70.00
Jumping Jack	Day rate DAY	\$70.00	70.00
Plate tamper	Day rate	\$70.00	70.00
Mud Sucker	Day rate DAY	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
Machine operator	13 Hrs X 1 MAN PW	\$184.18 PER HR	2,394.34
Laborers	5 HRS X 2 MEN PW DAY 1	\$159.30	1,593.00
LABORER	8 HRS X 3 MEN PW DAY 2	\$159.30 PER HR	3,823.20
Item 4	20 YARDS	\$40.00 per yard	800.00
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop	2 TONS	\$124.00 per ton	248.00
SHORING BOX		\$500.00	
Hay		\$15.36 bag	
GRAVEL		\$46.00/YARD	
Total			11,723.54

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.


U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐
ED KUCK EXCAVATING INC

ADDRESS 20 DAY ROAD, CARMEL NY 10512

PAYROLL NO.
TOC 70-2021

FOR WEEK ENDING
08/06/2021

PROJECT AND LOCATION
47 SEMINARY HILL ROAD

PROJECT OR CONTRACT NO.
CWD2

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
			S	M	T	W	TH	F	S				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
SCOTT TOMPKINS		LABORER										\$793.00					\$793.00
SCOTT TOMPKINS		OPERATOR															
VICTOR JEREZ AGUILAR		LABORER															
EDWARD L KUCK		OPERATOR										\$1,083.55					\$1,083.55
EDWARD L KUCK		LABORER															
JOHNNY ASTROLOGO		LABORER										\$843.05					\$843.05
JOHN ASTROLOGO		LABORER										\$518.80					\$518.80

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (48 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 8/3/2021

EDWARD L KUCK
(Name of Signatory Party)

PRESIDENT
(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
ED KUCK EXCAVATING INC
(Contractor or Subcontractor)
TOC-70-2021; that during the payroll period commencing on the
(Building or Work)
31 day of JULY, 2021, and ending the 6 day of AUGUST, 2021
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
ED KUCK EXCAVATING INC
(Contractor or Subcontractor)
from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

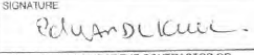
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
EDWARD L KUCK, PRESIDENT

SIGNATURE


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.


Town Engineer



Office of the Town Engineer
60 McAdams Avenue
Mahopac, New York 10541

(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

District & Number: CUD #2

Location (street address): 47 Seminary Hill Rd

Time and Date of Main Break or Hydrant Damage: 7/31/21 + 8/3/21

Field Response:

Manpower	HRS	Equipment	HRS
10 Operators	13	MELLS EXCAVATOR	13
2 Laborers	26	DUMP TRUCK	13
1 Laborer	8		

Water Main: Size: 10" Material: Ductile Iron Depth to Main: 5 1/2'

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: (1) 10" Valve (2) 10" MEGA LUGS
(2) 10" High Max (1) 6" Valve box

Cause of Main Break or Hydrant Damage: Broken water valve
Leaking

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement: ☐ Sidewalk: ☐

Lawn Area: ☐ Shrubs: ☐

Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 8/6/21 Prepared by: [Signature]
(Printed Name)

CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT - CONTRACT C-275 BID AWARDED - SUPPLY AND INSTALLATION OF DUAL CLARIFIER DRIVE UNIT - TAM ENTERPRISES, INC. - \$98,000.00 AND SUPPLY AND INSTALLATION OF GRIT CYCLONE/SHAFTLESS SCREW GRIT CLASSIFIER AND DOUBLE HELIX DUAL AUGER SYSTEM - WITCON ENTERPRISES, INC. - AGGREGATE CONTRACT COST OF \$340,000.00

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for various improvements to be performed at the Carmel Sewer District #2 Wastewater Treatment Plant facility, specifically for the supply and installation of the dual drive clarifier drive, grit cyclone and shaftless screw grit classifier for the washing, conveyance, and dewatering of wastewater separated grit from mechanical grit chamber, and a double helix Dual Auger System; and

WHEREAS such bids were received and opened on September 9, 2021 and a bid opening memo is on file with Town Clerk Ann Spofford, and

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2, and upon the recommendation of Richard Franzetti, P.E. Town Engineer, the Town Board hereby awards the aforesaid bid for supply and installation of the dual clarifier drive unit to TAM Enterprises, Inc., Goshen, NY, the low responsible bidder meeting specifications at a contract cost of \$98,000; and

BE IT FURTHER RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2, and upon the recommendation of Richard J. Franzetti, P.E. Town Engineer, the Town Board hereby awards the aforesaid bid for supply and installation of the grit cyclone/shaftless screw grit classifier and double helix Dual Auger System to Wittcon Enterprises, Inc., Thompson Ridge, NY at an aggregate contract cost of \$340,000.00; and

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

BE IT FURTHER RESOLVED that upon review of insurance certificates and bonds in form acceptable to Town Counsel, Kenneth Schmitt, Town Supervisor is hereby authorized to execute any other and further documentation necessary to accept such bid and contract for said services.

Resolution
Offered by: Councilman Barile
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

IMPROVEMENTS AUTHORIZED AT SYCAMORE PARK - PROPOSED PROJECT OF JOZEPH BACHLEDA, BOY SCOUTS OF AMERICA TROOP #1

RESOLVED that the Town Board of the Town of Carmel, in connection with the proposed project of Jozeph Bachleda, Boy Scouts of America Troop #1, hereby authorizes the performance of improvements at Sycamore Park in accordance with the memorandum and plans provided by Director of Recreation and Parks James R. Gilchrist as detailed in his memorandum to the Town Board dated October 8, 2021; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates for all vendors and contractors proposed to perform improvements in connection with this authorization in form acceptable to Town Counsel, the aforesaid work may be commenced.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

ENTRY INTO AGREEMENT WITH MAHOPAC VOLUNTEER FIRE DEPARTMENT AUTHORIZED - SENIOR DROP-IN PROGRAM

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into agreement with Mahopac Volunteer Fire Department for the Town of Carmel Senior Program, said contract to be in form as attached hereto and made a part hereof;

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute the aforesaid contract and any and all documentation reasonably related thereto.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil

(Cont.)

Roll Call Vote	YES	NO
Robert Schanil	X	
Michael Barile	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Kenneth Schmitt	X	

**Mahopac Volunteer Fire Department
Social Hall Rental Agreement
For Town of Carmel Senior Program**

Date: 10-20-2021

Name of Organization: Town of Carmel Senior Drop-in Program (Renter)

Event Contact Person: _____

Address: _____

Phone Number: _____ Cell Phone: _____

The renter shall have use of the facility weekly on Wednesdays for a period no longer than for (4) hours (not inclusive of 2 hours set up and 1 hour breakdown), The permitted event hours per this contract are from the hours of 10:00 a.m. until 2:00 p.m. and in no event, shall renter's uses exceed that time. The duration of the permitted event shall be from September until June.

Set up, breakdown, cleaning and sanitizing are required at the conclusion of each event and will be the responsibility of the Town of Carmel Recreation & Parks Department maintenance staff as noted below.

Renter shall pay the Mahopac Volunteer Fire Department the sum of Two Hundred **(\$200.00)** dollars per the discounted rate per or in accordance with the long-term fee schedule listed below.

The Mahopac Volunteer Fire Department agrees to discount the required \$500.00 security deposit associated with all hall rentals to a sum of zero **(\$0.00)** dollars.

The Renter agrees that in the event any property damage occurs during the listed event, they will be responsible for the total cost of all repairs and/or replacement.

The Renter agrees To the Event Restrictions included at the end of this contract.

The Town of Carmel Recreation and Parks Department agrees to provide the following services when cleaning the facility and placing the social hall back in order:

- Floors cleaned of garbage and spills
- Tabletops and chairs cleaned from garbage and spills
- Lights turned off
- Kitchen area cleaned (if used during event)
- Garbage removed from rented area and placed in rear dumpster
- Tables and Chairs disassembled and put away in storage closet (unless otherwise discussed)
- Sanitizing as needed in accordance with NYSDOH Protocols

The following persons should be contacted if any problems arise during the event:

President Louis Scagnelli	OR	Vice President Robert Kick
(845) 553-0721		(845) 661-9612

In the event they not reachable please call the Mahopac Volunteer Fire Department at (845) 628-3160

The Renter shall be responsible for all persons who attend the function and shall ensure that all persons act in an orderly, responsible, and safe manner. The Mahopac Volunteer Fire Department retains the right to terminate the event or expel any person or persons who are deemed to be unruly, unsafe, acting illegally or in a dangerous manor or who are in violation of any other clause of the contract.

(Cont.)

The Mahopac Fire Department also holds the right to terminate the event and void the contact in the event of a local, state, or national emergency for the entirety of the emergency where the fire department facility must be used as a public shelter, or in the event for concern of public safety, or other means necessary to support the function of the Fire Department.

The term of this contract shall be for the remainder of 2021 beginning from November 1, 2021, to December 31, 2023.

Any termination of any form shall be written to Renter with a minimum of thirty days' notice.

For the Organization of (print) _____

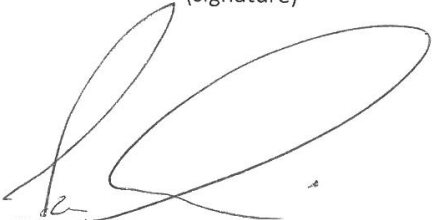
Town of Carmel:

(print), (title)

(signature)

Mahopac Volunteer Fire Department:

PRESIDENT Scaselli
(print), (title)



(signature)

LIABILITY TERMS AND CONDITIONS

Indemnification and Hold Harmless Clause: Renter shall indemnify and hold harmless Mahopac Volunteer Fire Department, Inc. any of its officers, employees, agents and contractors from any and all loss, liability, claims or expenses arising out of the use of the facility by renter and any of its officers, employees, agents, contractors, vendors or guests to the extent such loss, liability, claims or expenses are attributable to the negligence or breach of this agreement by Renter, it's officers, employees, agents, contractors, or vendors. Mahopac Volunteer Fire Department, Inc. shall indemnify and hold harmless Renter and any of its officers, employees, agents and contractors from any and all loss, liability, claims or expenses arising out of the use of the facility by renter and any of its officers, employees, agents, contractors, vendors or guests to the extent such loss, liability, claims or expenses are attributable to the negligence or breach of this agreement by Mahopac Volunteer Fire Department, Inc., it's officers, employees, agents, contractors, or vendors.

Insurance: Renter, and any vendor of renter, shall at its own expense, name and provide . Mahopac Volunteer Fire Department, Inc. as the additional insured on renter's general liability insurance in the minimum amount of \$1,000,000.00 for the events. Renter shall be responsible for having his vendor's comply with this requirement. Renter shall provide Mahopac Volunteer Fire Department, Inc. with evidence, in the form of a certificate of insurance, of all required insurances annually one month to the start of the events.

Waiver of Subrogation Clause: Renter and its officers, employees, agents, vendors and contractors hereby agree to waive all rights of subrogation or recourse against Mahopac Volunteer Fire Department, Inc. with respect to the use by renter of the facility. Renter shall be responsible for having its vendor's consent to this requirement. Renter agrees to the terms and conditions listed above and further agrees to adhere to any additional rules and regulations that Mahopac Volunteer Fire Department, Inc. may reasonably supply.

**20 OCTOBER 2021
TOWN BOARD MEETING**

(Cont.)

Event Restrictions:

- AT NO TIME WILL ANY VEHICLES BLOCK BAY DOORS OR IN ANY WAY THAT MAY HINDER THE RESPONSE OF EMERGENCY VEHICLES
- ALL GUESTS WILL PARK IN THE LARGE PARKING AREA ON THE LEFT SIDE OF THE BUILDING. HANDICAP PARKING IS PERMITTED IN THE REAR OF THE BUILDING IN DESIGNATED SPACES.
- ALL PERSONS ENTERING THE FACILITY WILL USE THE REAR ENTRANCE
- THE EVENT SHALL NOT EXCEED 212 PEOPLE, THE MAXIMUM OCCUPANCY OF THE HALL
- HALL WINDOWS ARE NOT TO BE OPENED. HEAT & AIR CONDITIONING WILL BE PROVIDED
- NO SMOKING ANYWHERE IN THE FACILITY (OUTDOORS ONLY)
- AT NO TIME DURING THE RENTAL OF THIS HALL SHALL A PERSON(S) UNDER THE AGE OF 21 YEARS OLD POSSESS OR CONSUME ANY TYPE ALCOHOLIC BEVERAGE.
- NO ILLEGAL ACTIVITIES OR DRUGS
- NO FIREARMS ARE PERMITTED IN THE FACILITY
- NO SMOKE MACHINES OR PYROTECHNIC DEVICES ARE PERMITTED IN THE FACILITY
- NO TAPING, NAILING OR THUMB TACKING OF DECORATIONS OR SIGNS TO ANY WALLS, DOORS OR CEILING IS PERMITTED.
- NO INFLATABLE CHILDREN'S ENTERTAINMENT DEVICES (IE. AIR CASTLES, BOUNCY HOUSES, OR SLIDES) ARE PERMITTED IN OR ON THE GROUNDS OF THE FACILITY
- THE PREMISES SHALL BE USED FOR THE TYPE OF EVENT DESCRIBED ABOVE AND FOR NO OTHER PURPOSES.
- THE SCHEDULED EVENT TO BE HELD IN THE SOCIAL HALL ONLY, THE EVENT CAN NOT MOVE OUTSIDE TO FIRE DEPARTMENT GROUNDS
- ANY OUTSIDE SERVICES USED (ie, DJ, Magicians, Guest Speakers) MUST BE ABLE TO PROVIDE PROOF OF LICENSE AND INSURANCE

Page 4 of 4

Supervisor Schmitt confirmed with Legal Counsel Gregory Folchetti and the members of the Town Board that they had the opportunity to review the amended Agreement. He pointed out that the rental rate was reduced from the original draft as well as the duration of the Agreement.

Councilwoman McDonough expressed appreciation to the members of the Mahopac Volunteer Fire Department for lowering their fee.

ATTENDANCE AT SEMINAR AUTHORIZED - DIRECTOR OF CODES ENFORCEMENT MICHAEL CARNAZZA AND FIRE INSPECTOR JOSEPH WILICHOSKI - 2021 NYSBOC IN-SERVICE TRAINING CERTIFICATION - 10/18/2021 THROUGH 10/20/21

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Director of Codes Enforcement Michael Carnazza and Town of Carmel Fire Inspector Joseph Wilichoski to attend the 2021 NYSBOC In-Service Training Certification being held in Albany, NY on October 18 through October 20, 2021; and

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Barile and Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

REIMBURSEMENT FOR ATTENDANCE AT SEMINAR AUTHORIZED - ASSESSOR GLENN DROESE - NEW YORK STATE ASSESSOR’S ASSOCIATION ANNUAL CONFERENCE - 10/4/2021 THROUGH 10/6/2021

RESOLVED that the Town Board of the Town of Carmel hereby authorizes payment of reasonable and necessary expenses incurred by Town of Carmel Assessor Glenn Droese for attendance at the New York State Assessor’s Association Annual Conference October 4, 2021 through October 6, 2021.

Resolution
Offered by: Councilman Barile
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

ENCUMBRANCE AND EXPENDITURE OF FUNDS FROM PARKLAND TRUST FUND FOR AIRPORT PARK IMPROVEMENTS AUTHORIZED - UP TO \$35,000.00

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the expenditure of up to \$35,000.00 from the Parkland Trust Fund for the improvements at the Town of Carmel Airport Park; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers or modifications necessary in connection with this authorization.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

20 OCTOBER 2021
TOWN BOARD MEETING

**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 one (1) year commencing immediately through June 30, 2022;

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 Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated the 21 day of October, 2021, is entered into between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (the “School District”) a municipal corporation with offices located at 179 East Lake Boulevard, Mahopac, New York, and the TOWN OF CARMEL (the “Town”), a municipal corporation, with offices located at 60 McAlpin Avenue, Mahopac New York, for the following purpose.

The School District and the Town have entered into an intermunicipal cooperative agreement, a copy of which is attached hereto and incorporated by reference herein, which expired on June 30, 2021 (the “Agreement”). The parties wish to extend the term of the Agreement for a period of one year through and including June 30, 2022. For the purpose of this Memorandum of Understanding, all of the terms and conditions of the expired Agreement shall remain in full force

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

and effect, with the sole exception that Section (C)(3) shall be modified to the extent that either party may terminate such Agreement upon providing the other party with 45 days written notice.

1

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

BOARD OF EDUCATION OF THE
MAHOPAC CENTRAL SCHOOL DISTRICT

Michael Mongon, President

TOWN OF CARMEL

Kenneth Schmitt, Supervisor

2

EXHIBIT A

Fully Executed Copy of
Intermunicipal Cooperative Agreement
Dated July 1, 2016

(To be Provided)

3

20 OCTOBER 2021
TOWN BOARD MEETING

(Cont.)

MUNICIPAL COOPERATION AGREEMENT
SCHOOL DISTRICT AND TOWN FACILITIES

THIS AGREEMENT (the "Agreement") entered into as of the 13th day of September, 2016 by and between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District") with offices for the transaction of business located at 179 East Lake Boulevard, Mahopac, New York and the TOWN OF CARMEL (hereinafter referred to as the "Town"), with offices for the transaction of business located at 60 McAlpin Avenue, Mahopac, New York.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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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 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.

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B. Use of Town Parks by the School District

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

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

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

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C. Insurance and Miscellaneous Provisions

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

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

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

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

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

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

2. All employees of the Town shall be deemed employees of the Town for all purposes and the Town alone shall be responsible for their work, personal conduct, direction, and compensation. All members and/or directors of the MSA shall be deemed agents and/or employees of the MSA for all purposes and the MSA alone shall be responsible for their work, personal conduct, direction, and compensation. The Town acknowledges that it and the MSA will not hold themselves, their officers, employees and/or agents out as employees of the School District. The Town's and the MSA's relationships with the School District

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

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

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

For the School District:

District Clerk
179 East Lake Blvd.
Mahopac Central School District

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(Cont.)

Mahopac, New York 10541

For the Town:


Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

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

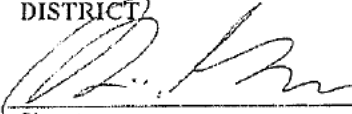
accordance with the terms contained herein.

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

TOWN OF CARMEL


Signature
KENNETH SCHMITT
Print Name
10/6/16
Date

MAHOPAC CENTRAL SCHOOL
DISTRICT


Signature
Brian Railway Bd. Pres
Print Name
Sept 13, 2016
Date

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MAHOPAC CENTRAL SCHOOL DISTRICT
179 LAKE BLVD., MAHOPAC, NY 10541-1666
Telephone (845) 628-3415 Fax (845)628-0261

INVOICE

Date: 12/04/18

TO: Town of Carmel
Comptroller's Office
60 McAlpin Avenue
Carmel, New York 10541

Amt. Enclosed \$ _____

A) MAKE CHECK PAYABLE TO: MAHOPAC CENTRAL SCHOOL DISTRICT
B) RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT
C) MAIL TO THE ABOVE ADDRESS, ATTENTION: SCHOOL DISTRICT TREASURER, DENISE PALMIOTTO.

Date	Description	Unit Amount	Total Amount
07/01/18	Facilities Usage during the 2018/2019 Fiscal School Year per the Municipal Cooperation Agreement between the Mahopac Central School District and the Town of Carmel, dated September 13, 2016 (Item # 1, and Para A, Section 11)	90,000.00	90,000.00
		TOTAL DUE: \$ 90,000	

Supervisor Schmitt explained that the foregoing resolution authorizes a one-year extension to the terms of the Town's current Agreement with the Mahopac Central School District through June 30, 2022 and that a new Agreement will be negotiated at a future date.

RE-APPOINTMENT TO BOARD OF ASSESSMENT REVIEW MADE - KEVIN MORRIS
- 10/1/2021 - 9/30/2026

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Kevin Morris to the Town of Carmel Board of Assessment Review for a term commencing October 1, 2021 and expiring September 30, 2026.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Barile and Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	X	
Michael Barile	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Kenneth Schmitt	X	

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PUBLIC COMMENTS - AGENDA ITEMS

Stephen Laquidara inquired about the status of the annual budget.

Supervisor Schmitt replied that it has not been finalized yet.

Mr. Laquidara went on to comment on the salaries of certain Town officials and employees, and submitted information to the Town Board in connection therewith. Discussion was held.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:40 p.m. to the scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk