

**MICHAEL S. CAZZARI**  
Town Supervisor

**ROBERT F. SCHANIL, JR.**  
Town Councilman  
Deputy Supervisor

**STEPHEN J. BARANOWSKI**  
Town Councilman  
**FRANK D. LOMBARDI**  
Town Councilman  
**SUZANNE MC DONOUGH**  
Town Councilwoman

TOWN OF CARMEL  
TOWN HALL



60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 • Fax (845) 628-6836  
[www.ci.carmel.ny.us](http://www.ci.carmel.ny.us)

**ANN SPOFFORD**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

**TOWN BOARD ORGANIZATIONAL MEETING**  
**Wednesday, January 4, 2023 7:00pm**

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PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

**Town Board Organizational Meeting:**

1. Res: Establishing Dates, Time and Location of Town Board Meetings
2. Res: Appointing Police Commissioners
3. Res: Designating Official Newspapers of the Town of Carmel
4. Res: Designating Official Depositories
5. Res: Designating Insurance Agent
6. Res: Authorizing Petty Cash Funds for Fiscal Year 2023
7. Res: Setting Mileage Rate for Fiscal Year 2023
8. Res: Setting Rates for 2023 Highway Department Temporary Help
9. Res: Designating Council Members as Liaisons to Special Committees
10. Res: Authorizing Amendments and Adopting Town of Carmel Handbook
11. Res: Appointing Chairman Town of Carmel Planning Board
12. Res: Appointing Vice Chairman Town of Carmel Planning Board
13. Res: Making Appointment to Town of Carmel Planning Board
14. Res: Appointing Chairman of Town of Carmel Zoning Board of Appeals
15. Res: Appointing Vice-Chairman of Town of Carmel Zoning Board of Appeals
16. Res: Appointing Chairman Town of Carmel Environmental Conservation Board
17. Res: Appointing Vice-Chairman Town of Carmel Environmental Conservation Board
18. Res: Setting Salaries for Fiscal Year 2023 for Certain Officials of the Town and for Employees of the Town Not Covered by a Collective Bargaining Agreement
19. Res: Making Appointments to Town of Carmel Lake Casse Park District Advisory Board
20. Res: Appointing Town Attorney

21. Res: Authorizing Entry into Contract for Litigation Counsel Legal Services
22. Res: Authorizing Signing of Contract for Special Legal Services for Planning Board, Environmental Conservation Board, Cable Advisory Board and Ethics Board
23. Res: Authorizing Attendance of Officers and Employees to Attend the Association of Towns Conference
24. Res: Designating Town of Carmel Delegate at the 2023 Association of Towns Annual Business Session
25. Res: Adopting Town of Carmel 2023 Subject Matter List and Office Retention Schedule
26. Res: Establishing Seasonal/Temporary and Part-Time Workers Wage Rates
27. Res: Setting Rates for 2023 Part-Time/Temporary Help
28. Res: Making Appointment to the Town of Carmel Recreation and Parks Advisory Committee
29. Res: Making Appointment to Town of Carmel Recreation and Parks Advisory Committee

- **Town Board Comments**
- **Motion to Move into Executive Session**

**Executive Session:**

1. John Folchetti, PE – Update on Land Acquisition (Mud Pond Sewer Plant)
2. Gregory Folchetti, Esq. - Litigation Update

- **Motion to Adjourn Meeting**

# #1

## RESOLUTION ESTABLISHING DATES, TIME AND LOCATION OF TOWN BOARD MEETINGS

RESOLVED that all regular voting meetings of the Town Board of the Town of Carmel shall be held on the first and third Wednesdays of each month, commencing Wednesday, January 18, 2023 at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, except for the month of December when there will be a voting meeting held on the second Wednesday. All voting meetings shall be held at the Town of Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, with the exception of Wednesday, March 1, 2023, which shall be held at the Carmel Fire House, Vink Drive, Carmel, NY 10512 at 7:00 PM. and

BE IT FURTHER RESOLVED that all work sessions of the Town Board of the Town of Carmel shall be held on the second and third Wednesdays of each month commencing Wednesday, January 11, 2023, and all work sessions scheduled for third Wednesdays shall commence immediately following the regular voting meetings, except for the month of December when the work session will be held on the first Wednesday immediately following the voting meeting. All work sessions shall be held at the Town of Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, with the exception of Wednesday, October 11, 2023, which shall be held in the hamlet of Carmel at the Carmel Fire House, Vink Drive, Carmel, NY 10512 at 7:00 PM.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

## #2

### RESOLUTION APPOINTING POLICE COMMISSIONERS

RESOLVED that the Town Board of the Town of Carmel hereby appoints all members of the Town Board to serve as the Board of Police Commissioners.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

**#3**

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS OF  
THE TOWN OF CARMEL**

RESOLVED that the Town Board of the Town of Carmel designates the Putnam County Press and the Mahopac News as the official newspapers of the Town of Carmel for the year 2023 at the unit rates referenced in the proposals filed in the Office of the Town Clerk; and

BE IT FURTHER RESOLVED that, in those situations where the Town is required by law to publish in a daily newspaper, the Journal News is hereby designated as the daily newspaper in which publication shall be made.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #4

## RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES

RESOLVED that the Town Board of the Town of Carmel hereby designates any commercial bank authorized to do business in the State of New York as an official depository for Town of Carmel funds and investments provided all deposits are properly collateralized in accordance with New York State law and hereby authorizes the Town Supervisor to deposit funds in any authorized depository for fiscal year 2023 in order to obtain the maximum rate of interest on said deposits.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #5

## RESOLUTION DESIGNATING INSURANCE AGENT

RESOLVED that the Town Board of the Town of Carmel hereby appoints the Brown and Brown of NY, Inc., 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2023.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #6

## RESOLUTION AUTHORIZING PETTY CASH FUNDS FOR FISCAL YEAR 2023

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the establishment of Petty Cash Funds in the following departments at the following amounts for fiscal year 2023:

Supervisor \$200

Receiver of Taxes \$500

Justice Court \$200

Recreation \$200

Town Clerk \$200

Police Chief \$200

Bldg. Maintenance \$100

Supt. of Highways \$300

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

**#7**

**RESOLUTION SETTING MILEAGE RATE FOR FISCAL YEAR 2023**

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2023 at the IRS rate for 2023

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

**#8**

**RESOLUTION SETTING RATES FOR 2023 HIGHWAY DEPARTMENT  
TEMPORARY HELP**

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for Highway Department temporary help for fiscal year 2023:

- Private Plowers (minimum 2500 Series Truck/1 Ton Truck with plow) - \$60.00/hour
- Drivers (Labor only in Town trucks) - \$30.00/hour

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

**#9**

**RESOLUTION DESIGNATING COUNCIL MEMBERS AS LIAISONS TO SPECIAL COMMITTEES**

BE IT RESOLVED that the Town Board of the Town of Carmel hereby designates the following Town Council Members as liaisons for the following purposes:

**Councilman Steven Baranowski** – Liaison to CSEA and Veterans, Special Legal Counsel, other Governmental Agencies including County, State and School Districts, and Libraries, Lake Park Districts (Casse, Secor, Teakettle Spout & Mahopac)

**Councilwoman Suzanne McDonough** – Liaison CSEA and Veterans, Planning Board, Recreation, Cable TV Advisory Board, Other Governmental Agencies including County, State and School Districts, Liaison to the Hamlet of Carmel Civic Association and the local Chambers of Commerce

**Councilman Robert Schanil** – Liaison to Police Department, Highway Department Recreation, and other Governmental Agencies including County, State and School Districts, and Libraries, all Administrative Boards to include Planning, Zoning, ECB, Ethics Board and Cable TV Advisory Boards, and all Lake Park Districts (Casse, Secor, Teakettle Spout & Mahopac),

**Councilman Frank Lombardi** – Liaison to Special Legal Counsel, Highway Department, Police Department, Administrative Boards to include Zoning, ECB, and Ethics Board, Liaison to Hamlet of Carmel Civic Association, and other Government agencies including County, State and School Districts, and the local Chambers of Commerce

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #10

## RESOLUTION AUTHORIZING AMENDMENTS AND ADOPTING TOWN OF CARMEL EMPLOYEE HANDBOOK

RESOLVED THAT the Town Board of the Town of Carmel hereby authorizes amendments and adoption of the Town of Carmel Employee Handbook in form as filed in the Office of the Town Supervisor.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

# #11

## RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Craig Paeprer as Chairman of the Town of Carmel Planning Board for the year 2023.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #12

## RESOLUTION APPOINTING VICE CHAIRMAN TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anthony Giannico as Vice-Chairman of the Town of Carmel Planning Board for the year 2023.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #13

## RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Raymond Cote' the Town of Carmel Planning Board for a term retroactive to January 1, 2023 and expiring December 31, 2029.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #14

## RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL ZONING BOARD OF APPEALS

RESOLVED that the Town Board of the Town of Carmel hereby appoints John Maxwell as Chairman of the Town of Carmel Zoning Board of Appeals for the year 2023.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #15

## RESOLUTION APPOINTING VICE-CHAIRMAN TOWN OF CARMEL ZONING BOARD OF APPEALS

RESOLVED that the Town Board of the Town of Carmel hereby appoints Philip Aglietti as Vice-Chairman of the Town of Carmel Zoning Board of Appeals for the year 2023.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #16

## RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Laga as Chairman of the Town of Carmel Environmental Conservation Board for the year 2023.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #17

## RESOLUTION APPOINTING VICE-CHAIRMAN TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Nicholas Fannin as Vice-Chairman of the Town of Carmel Environmental Conservation Board for the year 2023

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #18

## RESOLUTION SETTING SALARIES FOR FISCAL YEAR 2023 FOR CERTAIN OFFICIALS OF THE TOWN AND FOR EMPLOYEES OF THE TOWN NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT

RESOLVED that the Town Board of the Town of Carmel hereby sets the salaries for fiscal year 2023 for the following officials and employees of the Town not covered under the terms of a Collective Bargaining Agreement: Town Comptroller, Receiver of Taxes, Town Justices, Town Engineer, Director of Parks & Recreation, Town Assessor, Deputy Town Clerk, Deputy Highway Superintendent, Deputy Receiver of Taxes, Clerk to Town Justices, Chief of Staff/Assistant to the Town Board, at the amounts set forth in the 2023 budget as adopted.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #19

## RESOLUTION MAKING APPOINTMENTS TO TOWN OF CARMEL LAKE CASSE PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints the following residents to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to January 1, 2023 and expiring December 31, 2023

Teresa DePace  
Erin Haddeland  
Stacey Ann Kelly  
Kim Kugler  
Scott Sterbens  
Joseph Zakon

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #20

## RESOLUTION APPOINTING TOWN ATTORNEY

RESOLVED that the Town Board of the Town of Carmel hereby appoints Gregory L. Folchetti, 1875 Route Six, 2<sup>nd</sup> Floor, Carmel, New York as Town Attorney pursuant to NY Town Law §20 and §24 and at the salary contained within the 2023 adopted budget.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

# #21

## RESOLUTION AUTHORIZING ENTRY INTO CONTRACT FOR LITIGATION COUNSEL LEGAL SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into contract with the law firm of Costello & Folchetti, LLP 1875 Route Six, Carmel, New York 10512, for legal services to be rendered in connection with litigation and defense matters involving the Town of Carmel, its officers, employees, approval boards, etc., as well as for services rendered in connection with improvement district establishment/formation or expansion; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made a part hereof.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

## **AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2023, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and COSTELLO & FOLCHETTI, LLP, whose address is 1875 Route 6, Second Floor, Carmel, New York 10512.

### **WITNESSETH:**

WHEREAS, the TOWN desires to secure the services of Costello & Folchetti, LLP as legal counsel to the Town on various legal matters as set forth herein; and;

WHEREAS, Costello & Folchetti, LLP is a law firm with its principals duly and properly licensed to practice law in the State of New York and is willing to be retained in the capacity set forth herein;

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

#### **SECTION I - SCOPE OF SERVICES**

Costello & Folchetti, LLP is hereby retained as counsel to the Town of Carmel to provide legal services as follows:

- (A) Legal counsel and services in and related to any and all litigation matters and/or administrative proceedings either brought against and/or commenced by the TOWN, its officers, employees, including but not limited to the Town Board, Zoning Board of Appeals and/or the members of said Boards;
- (B) Legal services in regard to the formation of new improvement districts and/or expansion of existing improvement districts of every type and nature;
- (C) Legal services in regard to the acquisition and/or sale of real property by the TOWN.

#### **SECTION II - COMPENSATION**

For the services be performed hereunder, Town agrees to compensate Costello & Folchetti, LLP at an hourly rate of TWO HUNDRED TWENTY FIVE and no/hundredths (\$225.00) dollars per hour for all attorney time related to said services; for the time of a paralegal employed by and/or associated with Costello & Folchetti, LLP at the hourly rate of Seventy-Five and no/hundredths (\$75.00) dollars; and for the time of an administrative professional employed by and/or associated with Costello & Folchetti, LLP at the hourly rate of Forty and no/hundredths (\$40.00). Town shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed

without a written amendment to this contract.

### SECTION III - EXPENSES

It is understood and agreed that the expenses incurred by Costello & Folchetti, LLP in connection with his representation of the Town including but not limited to, litigation expenses, court fees, stenographer fees, witness fees, filing fees in connection with any documents, express delivery of documents and postage will either be paid directly by the Town or if advanced by Costello & Folchetti, LLP will be reimbursed by the Town.

### SECTION IV - ERRORS AND OMISSIONS INSURANCE

Costello & Folchetti, LLP agrees to maintain malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

### SECTION V- TERM

The terms of this agreement shall commence on January 1, 2023 and shall terminate on December 31, 2026.

### SECTION VI- RENEWAL

This contract shall be subject to renewal by mutual agreement of the parties. Town agrees to notify Costello & Folchetti, LLP whether it intends to renew this Contract no later than December 1, 2026.

### SECTION VII- Costello & Folchetti, LLP NOT AN EMPLOYEE

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

**TOWN OF CARMEL**

**GREGORY L. FOLCHETTI ESQ.**

**By: \_\_\_\_\_**

**MICHAEL S. CAZZARI  
SUPERVISOR**

**By: \_\_\_\_\_**

**GREGORY L. FOLCHETTI, ESQ.**

## #22

### RESOLUTION AUTHORIZING SIGNING OF CONTRACT FOR SPECIAL LEGAL SERVICES FOR PLANNING BOARD, ENVIRONMENTAL CONSERVATION BOARD, CABLE ADVISORY BOARD AND ETHICS BOARD

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into contract with Joseph A. Charbonneau, Esq., 3 Starr Ridge Road, Brewster, NY 10509, for legal services as Special Counsel to the Town of Carmel Planning Board, Environmental Conservation Board, Cable Advisory Board and Ethics Board; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made a part hereof.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

**CONTRACT BETWEEN**  
**LAW OFFICE OF JOSEPH A. CHARBONNEAU**  
**AND**  
**THE TOWN OF CARMEL**

**THIS CONTRACT** made this 1st day of January, 2023, by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having an office and place of business at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the “TOWN”); and the Law Office of Joseph A. Charbonneau, having an office at 3 Starr Ridge Road, Suite 203, Brewster, New York 10509 (hereinafter referred to as the “LAW FIRM”);

**WHEREAS**, the TOWN desires to secure the services of the LAW FIRM as (1) special counsel to the Town’s Planning Board, Environmental Conservation Board, Architectural Review Board and Ethics Board; (2) as Town Prosecutor before the Town of Carmel Justice Court; and (3) to represent the TOWN as counsel in all litigation brought against the various Boards herein mentioned above which is not covered by the TOWN’s insurance carrier or otherwise handled by the Town Attorney, Gregory L. Folchetti, Esq.; and

**WHEREAS**, the LAW FIRM desires to provide legal services to the TOWN for the compensation and on the terms herein provided;

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**FIRST**: The TOWN has the necessary funds to pay the LAW FIRM under budget line.

**SECOND**: The LAW FIRM shall furnish legal representation to the TOWN as more fully outlined below.

**THIRD:** The term of this Contract shall commence on January 1, 2023 and shall continue to December 31, 2026.

**FOURTH:** The LAW FIRM shall be in an attorney/client relationship with the TOWN, and all communications between the LAW FIRM and the TOWN shall be confidential and privileged to the fullest extent permitted by law, unless such privilege is specifically waived in writing by the TOWN.

**FIFTH:** The LAW FIRM shall report to the Town Board or its designee and shall, within five (5) days of receipt or filing, send copies of all papers served and/or filed in any action or proceeding to the Supervisor's office and to the Town Clerk's office, and to the Planning Board or other appropriate Board, if such Boards are involved in the action or proceeding, and to any other persons in the TOWN involved in the action or proceeding.

**SIXTH:** The LAW FIRM understands that settlement of all actions, claims, disputes, etc. handled by the LAW FIRM pursuant to this Contract must be approved by the Town Board. Moreover, in no circumstance shall the LAW FIRM obligate, or attempt to obligate, the TOWN by way of settlement or otherwise without the express written consent of the Town Board or its designee.

**SEVENTH:** For the professional services rendered by the LAW FIRM to the TOWN under this Contract in connection with services rendered as (1) special counsel to the Town's Planning Board, Environmental Conservation Board, Architectural Review Board and Ethics Board, the TOWN agrees to pay the LAW FIRM a fixed annual fee of Thirty Six Thousand and no/hundreths (\$36,000.00) dollars in twelve equal monthly installments of Three Thousand and no/hundreths (\$3,000.00) dollars payable in advance on the first of each month. For work not covered by the above, the TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) for all attorney time not involving litigation. The TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) for all attorney time involving

litigation, including attorney time expended in connection with the LAW FIRM's representation as Town Prosecutor and the LAW FIRM's representation of the TOWN in any litigation involving the aforementioned Boards. The TOWN agrees to pay the LAW FIRM an hourly rate of SEVENTY FIVE DOLLARS (\$75.00) for all paralegal time associated with the LAW FIRM's representation of the TOWN in any matter and an hourly rate of FORTY (\$40.00) DOLLARS for all secretarial time. The TOWN shall have the right to increase compensation due under this Contract by resolution of the Town Board duly passed without a written amendment to this Contract.

The TOWN authorizes the LAW FIRM to provide legal services to the TOWN in connection with various other Boards within the TOWN, including but not limited to, the Zoning Board of Appeals, in the event that such legal services are requested by either the TOWN or by the Town Attorney, Gregory L. Folchetti, Esq. The TOWN agrees to compensate the LAW FIRM in accordance with the terms hereinabove provided in this section.

The LAW FIRM shall be reimbursed for all out-of-pocket disbursements, such as court filing fees, stenographic services, expert witness fees, process service fees, copying fees, and any other extraordinary fees.

The LAW FIRM shall properly maintain a detailed log, including time and disbursement records, relative to and contemporaneous with the services rendered by the LAW FIRM pursuant to this section for which compensation is to be paid by the TOWN on an hourly basis pursuant to the terms of this Contract. Any and all requests for payment to be made shall be submitted by the LAW FIRM on a monthly basis on properly executed claim forms of the TOWN and shall be paid by the TOWN only after approval by the Town Board.

**EIGHTH:** The work to be performed by the LAW FIRM pursuant to the terms of this Contract shall commence promptly upon assignment of a matter to the LAW FIRM and shall be conducted in the best interests of the TOWN as determined by the LAW FIRM in consultation with the Town Board or its designee.

**NINTH:** The LAW FIRM shall issue progress reports to the TOWN as the Town Board may direct and shall immediately inform the Town Board in writing of any cause for delay in the performance of its obligations under this Contract.

**TENTH:** All records compiled by the LAW FIRM in completing the work described in this Contract, including but not limited to pleadings, transcripts, written reports, studies, computer printouts, graphs, charts, plans and all other similar recorded data, shall become and remain the property of the TOWN. The LAW FIRM shall deliver to the TOWN all such records upon demand by the Town Board. The LAW FIRM may retain copies of such records for its own use.

**ELEVENTH:** The LAW FIRM agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The LAW FIRM further agrees that, in the performance of this Contract, no person having any such interest shall be employed by it.

The LAW FIRM represents and warrants that it has not employed or retained any person, other than a bonafide full-time salaried employee working solely for the LAW FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bonafide full-time salaried employee working solely for the LAW FIRM) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, without limiting any other rights



All notices shall be effective on the date of mailing.

**SIXTEENTH:** This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**SEVENTEENTH:** This Contract shall not be enforceable until signed by all parties and approved by the Town Board.

**EIGHTEENTH:** This Contract shall be construed and enforced in accordance with the laws of the State of New York.

**NINETEENTH:** The TOWN and the LAW FIRM may execute this Contract in two (2) counterparts, which together shall be deemed an original.

**TWENTIETH:** This Contract shall be subject to renewal by mutual agreement of the parties. The TOWN agrees to notify the LAW FIRM whether it intends to renew this Contract no later than December 1, 2025.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

TOWN OF CARMEL

Law Office of Joseph A. Charbonneau

By: \_\_\_\_\_  
Michael S. Cazzari, Supervisor

By: \_\_\_\_\_  
Joseph A. Charbonneau, Esq.

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF PUTNAM )

On the \_\_\_\_\_ day of January in the year 2022 before me, the undersigned personally appeared MICHAEL S. CAZZARI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF PUTNAM )

On the \_\_\_ day of January in the year 2022 before me, the undersigned personally appeared JOSEPH A. CHARBONNEAU, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## #23

### **RESOLUTION AUTHORIZING ATTENDANCE OF OFFICERS AND EMPLOYEES TO ATTEND THE ASSOCIATION OF TOWNS CONFERENCE**

WHEREAS the Annual Meeting and Training School of the Association of Towns is to be held in New York, NY from February 19<sup>th</sup> through the 22<sup>nd</sup>, 2023; and

WHEREAS in the past, the information and training available at said meeting and the seminars conducted there have proved to be helpful to Town Officers and employees in the performance of their duties and it is in the best interest of the Town of Carmel to have certain of its officers and employees attend such meeting and training schools;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the following officers and employees of the Town to attend the Association of Towns Conference in New York, NY and that the reasonable and necessary expenses of said persons be reimbursed by the Town upon audit and approval by the Town Comptroller to the extent reserved in the 2023 Conference and Seminars line of the Court Budget:

Thomas Jacobellis – Town Justice

Daniel Miller – Town Justice

Patricia Genna – Town Court Clerk

Francine Schmansky – Senior Account Clerk

Marie Paprocki – Clerk to Town Justice

Lisa Laquidara – Clerk to Town Justice

Mary Ann Maxwell, Town Comptroller

Anne Pasquerello, Chief of Staff

BE IT FURTHER RESOLVED that the entire Town Board of the Town of Carmel is also authorized to attend the Association of Towns Conference in New York, NY and that their reasonable and necessary expenses be reimbursed by the Town upon audit and approval by the Comptroller's Office.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

## #24

### RESOLUTION DESIGNATING TOWN OF CARMEL DELEGATE AT THE 2023 ASSOCIATION OF TOWNS ANNUAL BUSINESS SESSION

RESOLVED that Supervisor Michael Cazzari is hereby designated as the voting delegate and Councilman Robert Schanil is hereby designated as the alternate voting delegate of the Town of Carmel to the 2023 Annual Business Session of the Association of Towns of the State of New York to be held in New York City from February 19<sup>th</sup> through 22<sup>nd</sup> , 2023 and are hereby authorized to cast the vote of the Town of Carmel pursuant to Section 6 of Article III of the Constitution and By-Laws of said Association.

#### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #25

## RESOLUTION ADOPTING TOWN OF CARMEL 2023 SUBJECT MATTER LIST AND OFFICE RETENTION SCHEDULE

RESOLVED that, upon the recommendation of Ann Spofford, Town Clerk, the Town Board of the Town of Carmel hereby adopts the Town of Carmel 2023 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

# #26

## RESOLUTION ESTABLISHING SEASONAL/TEMPORARY AND PART-TIME WORKERS WAGE RATES

RESOLVED that the Town Board of the Town of Carmel hereby sets the Seasonal/Temporary Part-Time Workers maximum wage rates for the following title effective January 1, 2023:

### SEASONAL/TEMPORARY AND PART- TIME WORKERS

<u>POSITION AND/OR TITLE</u>	<u>HOURLY WAGE RATE BASED ON CUMULATIVE HOURS OF SERVICE:</u>			
	<u>0-500</u>	<u>501-1000</u>	<u>1001-1500</u>	<u>1501-XXXX</u>
Seasonal/Temp.	14.20	15.20	16.20	17.20

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

## #27

### RESOLUTION SETTING RATES FOR 2023 PART-TIME/TEMPORARY HELP

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for part-time/temporary help in the following departments for fiscal year 2023:

<b>Department</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Comments</b>
Accounting	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Assessor	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Building	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Comptroller/Accounting	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Engineering/Planning	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Highway	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Justice Ct.	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Police	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Recreation	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Supervisor/Receptionist	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Tax Receiver	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Town Clerk	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Recycling	\$14.20/hr	\$16.00/hr	Commensurate with Experience

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Roll Call Vote

	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

#28

**RESOLUTION MAKING APPOINTMENT TO THE  
RECREATION AND PARKS ADVISORY COMMITTEE**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Dave Furfaro to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing January 1, 2023 and expiring December 31, 2025.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	NO
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

#29

**RESOLUTION MAKING APPOINTMENT TO THE  
RECREATION AND PARKS ADVISORY COMMITTEE**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Joyce Picone to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing January 1, 2023 and expiring December 31, 2025.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____