

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 21st day of July, 2021 at 7:06 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.

Supervisor Schmitt announced that the Town Board met in Executive Session at 6:00 p.m. for an update from Councilman Lombardi and Councilwoman McDonough regarding the ongoing CSEA contract negotiations. In addition, they met with Mary Ann Maxwell and Anne Pasquerello regarding a matter of personnel as well as with Highway Superintendent Michael Simone regarding a matter of personnel. Also, an update was provided by Councilman Barile and Councilman Schanil regarding the ongoing PBA contract negotiations.

MINUTES OF TOWN BOARD MEETINGS HELD ON 6/9/2021, 6/16/2021 AND 6/30/2021 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on June 9th, June 16th and June 30th, 2021 were accepted as submitted by the Town Clerk.

POLICE DEPARTMENT - 2021 VOLUNTARY RETIREMENT INCENTIVE PROGRAM AUTHORIZED

WHEREFORE, the Town Board of the Town of Carmel (“Town Board”) has developed a Voluntary Retirement Incentive Program (the “Program”) for the members of the Uniformed Patrol Division of the Town of Carmel Police Department (“Department”) who are eligible to retire under a New York State Retirement System plan offered by the Town; and

WHEREFORE, the Program and requirements therefore are fully described in the General Announcement to Eligible Employees (“General Announcement”) and the attachments thereto; and

WHEREFORE, the Town of Carmel Police Benevolent Association (“PBA”) has agreed to the terms of the Program and has executed a Memorandum of Agreement regarding same (“MOA”);

NOW BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to take all necessary steps for the implementation and execution of the Program, including but not limited to, on behalf of the Town: (i) executing the MOA with the PBA; (ii) signing any individual Retirement Agreement and General Release; and (iii) authorizing payments required under the Program.

Resolution

Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough and 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	

MEMORANDUM OF AGREEMENT (“MOA”)

WHEREAS, the Town of Carmel Police Benevolent Association, Inc. (“PBA”) represents members of the Town of Carmel Police Department (“Department”) assigned as Patrolmen, Sergeant, Detective and Detective-Sergeant (“Employees”);

(Cont.)

WHEREAS, the Town of Carmel (“Town”) and PBA are parties to a Collective Bargaining Agreement with a duration of January 1, 2015 to December 31, 2021 (“CBA”);

WHEREAS, the Town desires to offer a voluntary retirement incentive program (“Program”) to certain members of the Department, including but not limited to certain Employees;

NOW, THEREFORE, the Town and PBA agree, subject to the approval of the Town Board:

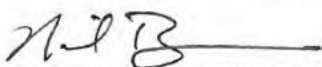
1. The Town shall make the Program available to eligible Employees in accordance with the “General Announcement” attached hereto.
2. This MOA is non-precedential and shall expire pursuant to the terms of the General Announcement.
3. Except as stated otherwise herein, this MOA shall not affect the terms and conditions of the CBA.

Agreed to:
ON BEHALF OF TOWN OF CARMEL TOWN BOARD

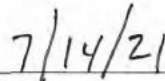
Kenneth Schmitt
Town Supervisor

Date

ON BEHALF OF TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION, INC.



Neil Brown
President



Date

**TOWN OF CARMEL POLICE DEPARTMENT
2021 VOLUNTARY RETIREMENT INCENTIVE PROGRAM
GENERAL ANNOUNCEMENT TO ELIGIBLE EMPLOYEES**

IN GENERAL

• WHAT IS THE 2021 VOLUNTARY RETIREMENT INCENTIVE PROGRAM?

The Town of Carmel (“Carmel” or the “Town”) has adopted the 2021 Voluntary Retirement Incentive Program (the “VRIP” or “Program”). The Program provides special separation benefits to eligible employees of the Town of Carmel Police Department (“Department”) who voluntarily retire from their employment in connection with the terms and conditions outlined in this General Announcement to Eligible Employees (“General Announcement”) while the VRIP remains in effect.

Eligible employees who retire under the VRIP will receive:

- a one-time lump sum retirement incentive of \$50,000.00; and
- all benefits to which they would be entitled under the Town Employee Handbook or the Collective Bargaining Agreement (“CBA”) between the Town of Carmel Police Benevolent Association (“PBA”) and the Town, as applicable.

The VRIP is being offered for a limited period of time for employees who retire beginning on or after July 21, 2021 and on or before September 30, 2021.

• WHO IS ELIGIBLE FOR THE VRIP?

You are eligible to retire under this VRIP if you:

- Are a full-time Sworn Member of the Department eligible to retire under one of the plans offered by Town in accordance with the New York State Police and Fire Retirement System (“Retirement System”), and all other applicable law, rules, and regulations as of the date of this General Announcement;

(Cont.)

- Notify the Board in writing at least thirty (30) days before the effective date of your retirement of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than July 21, 2021 and no later than September 30, 2021; and
- Execute an agreement and release in a form prepared by the Town promptly following their retirement date.

Any employee who has retired prior to July 21, 2021, shall NOT be eligible to participate in the VRIP.

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- **IF I AM ELIGIBLE, WHAT ARE THE REQUIREMENTS FOR PARTICIPATING IN THE VRIP?**

In order to participate in and receive benefits under the VRIP:

- You must return to the Town Board a completed copy of the Request to Retire form attached to this General Announcement as Exhibit "1" **AT LEAST THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF YOUR RETIREMENT**; AND
- You must continue to perform your duties until the effective date of your retirement with the Retirement System ("Retirement Date") unless otherwise directed by the Town; AND
- You must sign a copy of the Retirement Agreement and General Release ("Retirement Agreement") a draft of which is attached to this General Announcement as Exhibit "2" by no sooner than the Effective Date, but no later than seven (7) days thereafter.

However, you will NOT be eligible to participate in and receive benefits under the VRIP if you revoke your acceptance of the Retirement Agreement during the revocation period specified in the Retirement Agreement.

- **SEVERANCE AND CASH PAYMENTS**

If you voluntarily retire and satisfy all of the conditions for receiving benefits under the Program, you will receive retirement incentive in an amount equal to \$50,000 ("Retirement Incentive") on the Town's first regularly-scheduled payday following the expiration of the revocation period described in the Retirement Agreement, provided you do not revoke your acceptance of the Retirement Agreement.

HOW TO PARTICIPATE AND RETIRE UNDER THE VRIP

- **WHAT DO I HAVE TO DO IF I WANT TO VOLUNTARILY RETIRE UNDER THE VRIP?**

If you decide that you want to voluntarily retire from employment under this VRIP, you must sign the Request to Retire form and return it directly to the Town Board c/o Anne Pasquerello by delivering it personally to Ms. Pasquerello or via email at amp2@ci.carmel.ny.us **AT LEAST THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF YOUR RETIREMENT**. If you do not return the Request to Retire form by that date, you will not be able to retire from employment under this VRIP.

- **CAN I WITHDRAW MY REQUEST TO RETIRE?**

Yes. You can withdraw your Request to Retire and continue your employment with the Town in accordance with your current terms and conditions of employment at any time before the Retirement Date in accordance with the rules and requirements of the Retirement System.

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(Cont.)

GENERAL INFORMATION ABOUT THE VRIP

• **NO EFFECT ON OTHER BENEFITS**

Retirement under this VRIP shall not affect the employee’s eligibility for other retirement or separation benefits under the CBA or Employee Handbook, as applicable. The Retirement Incentive shall not be deemed wages and shall therefore not be considered in determining an employee’s final average salary under the Retirement System.

• **VRIP AMENDMENT AND TERMINATION**

The Town has the power to amend, modify, suspend or terminate this VRIP at any time with respect to any employee at any time prior to the employee’s cessation of employment.

• **BENEFITS NON-ASSIGNABLE**

Benefits under this VRIP may not be anticipated, assigned or alienated.

• **GOVERNING LAWS**

The provisions of the VRIP shall be construed, administered and enforced according to applicable Federal law and the laws of the State of New York.

OTHER INFORMATION

• **IS THIS VRIP MANDATORY?**

Absolutely not. This VRIP is entirely voluntary.

If you believe you are being forced or coerced to resign by any Town official, the PBA, PBA member, or any other individual, you should immediately report this to Supervisor Schmitt.

• **HOW DO I LEARN MORE ABOUT THE VRIP?**

If you have any questions about the VRIP, the Request to Retire or the Retirement Agreement, please contact Supervisor Schmitt during normal business hours. However, please note that all aspects of the VRIP are governed by the terms of this General Announcement and the Retirement Agreement, and cannot be altered by any statements. If any conflict exists between this General Announcement and any written or verbal communications relating to the VRIP other than the Retirement Agreement, the terms of the General Announcement will govern. If there is ever any discrepancy between this General Announcement and the Retirement Agreement, the Retirement Agreement will control in all instances.

RETIREMENT AGREEMENT AND GENERAL RELEASE (“Retirement Agreement”)

_____ The Town of Carmel (the “Town” or “Employer”), and
_____, (“Employee” or “I”) who resides at _____, agree that:

1. **REQUEST TO VOLUNTARILY RETIRE FROM EMPLOYMENT.** I hereby confirm that I have submitted a voluntary Request to Retire from my employment with the Town, in accordance with the terms and conditions of the Town of Carmel Police Department 2021 Voluntary Retirement Incentive Program (the “VRIP” or “Program”) as described in the Town of Carmel Police Department 2021 Voluntary Retirement Incentive Program General Announcement to Eligible Employees (“General Announcement”) and this Retirement Agreement. I understand that all of the information contained in the General Announcement is incorporated in this Retirement Agreement by reference. I further confirm that I have received, read and understand all of the terms and conditions for participating in the VRIP specified in the General Announcement and this Retirement Agreement.

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2. **PROGRAM ELIGIBILITY, TIME LIMITS, ELECTION PROCESS AND APPLICABLE DATA.** The eligibility requirements for participating in the VRIP, the procedures for requesting to participate in the VRIP, and the time period for submitting requests to participate in the VRIP are described in the General Announcement. Individuals who are eligible for the VRIP, who request to participate in the VRIP, and who comply with all of the terms and conditions for participating in the VRIP, will be provided with the special retirement benefits as described in, and subject to the terms and conditions of, the General Announcement and this Retirement Agreement.

Attached to this Retirement Agreement as Exhibit "A" is a list of the job titles and ages of all individuals within the decisional unit applicable to the VRIP who are eligible to participate in the Program as of July 21, 2021. Attached to this Retirement Agreement as Exhibit "B" is a list of the job titles and ages of all individuals within the decisional unit applicable to the VRIP who are not eligible to participate in the Program as of July 21, 2021.

3. **CONSIDERATION.** I understand that in consideration for my execution and non-revocation of this Retirement Agreement and my compliance with all of the terms and conditions set forth in this Retirement Agreement and the General Announcement that apply to me, the Town agrees to provide me with the monetary consideration set forth in the General Announcement (the "Retirement Incentive"). The Town will issue the Retirement Incentive in a single lump sum on the Town's first regularly-scheduled payday following the expiration of the revocation period described below, provided you do not revoke your acceptance of the Retirement Agreement. The Retirement Incentive shall not be deemed wages and shall therefore not be considered in determining an employee's final average salary under the New York State Police and Fire Retirement System ("Retirement System").

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4. **LAST DAY OF EMPLOYMENT.** I affirm I have retired pursuant to the requirements of the Retirement System and the effective date of such retirement was _____, 2021 ("Retirement Date").

5. **GENERAL RELEASE, CLAIMS NOT RELEASED AND RELATED PROVISIONS.**

a. **General Release of All Claims.** I, my heirs, executors, administrators, successors and assigns (collectively referred to throughout this Retirement Agreement as "Releasors"), knowingly and voluntarily release and forever discharge, to the fullest extent permitted by law, the Town of Carmel, its affiliates, subsidiaries, divisions, insurers, reinsurers, successors and assigns, and the current and former employees, attorneys, officers, directors, departments, Board members, elected officials, and agents of the Town and each of the foregoing entities affiliated with the Town, both individually and in their business capacities, and the employee benefit plans and programs ("Employee Benefit Plans"), administrators and fiduciaries of the Town and each of the entities affiliated with the Town identified above (all collectively referred to throughout this Retirement Agreement as "Releasees"), of and from any and all claims, known and unknown, asserted or unasserted, which Releasors have or may have against Releasees up to and including the date I sign this Retirement Agreement, including, but not limited to, any alleged violation of the following laws and other sources of legal rights, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Rehabilitation Act of 1973;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Worker Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;

(Cont.)

- The Fair Credit Reporting Act;
- The Family and Medical Leave Act of 1993;
- The Equal Pay Act of 1963;
- The Genetic Information Nondiscrimination Act of 2008;
- The Families First Coronavirus Response Act;
- The New York State Executive Law;
- The New York State Human Rights Law;
- The New York State Labor Law;
- The New York State Equal Rights Law;
- The New York State Civil Rights Law;
- The New York Whistleblower Law;

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- The New York Wage Hour, Wage Payment and Wage Benefits Law and Regulations;
- The New York Minimum Wage Law;
- The New York Worker Adjustment and Retraining Notification Act;
- The Retaliation/Discrimination provisions of the New York Workers' Compensation Law;
- any other federal, state, local or other law, rule, regulation, constitution, code, guideline or ordinance;
- any public policy, contract (oral or written, express or implied), tort law or common law; or
- any statute, common law, agreement or other basis for seeking or recovering any costs, fees or other expenses, including but not limited to attorneys' fees and/or costs.

b. **Claims Not Released.** Releasors are not waiving any rights they may have to: (i) my vested accrued employee benefits under any health, welfare or retirement benefit plans as of my Retirement Date; (ii) my benefits and/or my right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Retirement Agreement; (iv) enforce this Retirement Agreement; and/or (v) challenge the validity of this Retirement Agreement.

c. **Governmental Agencies.** I understand that nothing in this Retirement Agreement prohibits or prevents me from filing a charge with or participating, testifying or assisting in any investigation, hearing or other proceeding before the U.S. Equal Employment Opportunity Commission or a similar agency enforcing federal, state or local anti-discrimination laws. However, to the maximum extent permitted by law, I agree that if such an administrative claim is made to such an anti-discrimination agency, I shall not be entitled to recover any individual monetary relief or other individual remedies.

d. **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Releasors waive any right or ability to be class or collective action representatives or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Town or any other Releasee identified in this Retirement Agreement is a party.

6. **ACKNOWLEDGMENTS AND AFFIRMATIONS.**

I affirm that:

- a. Releasors have not filed, caused to be filed, or presently are parties to any claim against Releasees;
- b. I have been paid and/or have received all compensation, wages, bonuses, commissions and/or benefits which are due and payable as of the date I sign

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(Cont.)

this Retirement Agreement, and, if applicable, I have reported all of the hours I worked while I was employed by the Town as of the date I sign this Retirement Agreement;

- c. The Town has granted me any leave to which I was entitled from the Town under the Family and Medical Leave Act or related state or local leave or disability accommodation laws;
- d. I have no known workplace injuries or occupational diseases except those workplace injuries or occupational diseases I have reported to the Town and/or New York State, and for which I have been issued a workers' compensation case number as of the date of this Agreement;
- e. I have not filed a claim for Medicare benefits;
- f. I have not divulged any financial, proprietary or confidential information of the Town and will continue to maintain the confidentiality of such information consistent with the Town's policies and procedures and/or any applicable common law;
- g. I have not been retaliated against for reporting any allegations of wrongdoing by the Town, its representatives or any other Releasees described in this Retirement Agreement; and
- h. All of Town's decisions regarding my pay and benefits through my Retirement Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

7. **LIMITED DISCLOSURE.** Except as otherwise required by law, permitted by Paragraph "5(c)" above or specified in this Paragraph "7," I agree to refrain from disclosing to any person or entity: (a) any information regarding the underlying facts leading up to this Retirement Agreement; (b) any information regarding the existence or substance of this Retirement Agreement, including but not limited to the fact of payment and the nature or the amount of the monies and the other consideration specified in the General Announcement; and (c) any trade secrets, proprietary information, financial information, regulatory information, technical information, product information, development information, business information, privileged information, commercial information, personnel information or other confidential information pertaining to the Town, to any other Releasees, and/or to any current, former or prospective employees, officers, directors, affiliates, customers, clients or vendors of the Town and/or of any other Releasees, which I learned through my employment with the Town (all information referenced in clauses (a) through (c) above collectively referred to in this Retirement Agreement as "Confidential Information"). However, nothing in this Paragraph "7" will prohibit me from discussing the terms of this Retirement Agreement with: (i) my spouse, tax advisor and/or attorney

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with whom I choose to consult regarding my consideration of this Retirement Agreement, provided that I advise such individuals of the confidentiality of this information and they agree to maintain the confidentiality of this information; and/or (ii) any federal, state or local government agency.

8. **RETURN OF PROPERTY.** I have delivered to the Town, without copying or reproducing: (a) all documents, files, notes, memoranda, manuals, lists, computer disks, computer databases, computer programs and/or other storage media within my possession or control that reflect any Confidential Information; and (b) all items or other forms of property and/or equipment belonging to the Town or to any other Releasees described in this Retirement Agreement within my possession or control, including but not limited to badges, keys, electronic equipment, business equipment and lists of current, former or prospective employees, officers, directors, affiliates, customers, clients or vendors of the Town and/or of any other Releasees described in this Retirement Agreement. Immediately upon my execution of this Retirement Agreement or at any other time requested by the Town, I also agree to delete any Confidential Information from any computer hard drive or computer system within my possession or control that is not located on the Town's premises. However, nothing in this paragraph will prevent me from retaining any documents in my possession or control concerning my employee benefits and/or my compensation. I further affirm that I possess all of the property held at the Town's premises that belonged to me, and the Town does not possess any property which belongs to me.

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9. **GOVERNING LAW.** This Retirement Agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. If I and/or any other Releasor breach any provision of this Retirement Agreement, I affirm the Town and/or any other affected Releasee may institute an action or proceeding: (a) to specifically enforce any term or terms of this Retirement Agreement; (b) to recover damages resulting from such breach in an amount to be determined by a court of competent jurisdiction; (c) to terminate the Town's obligations to provide monetary payments under this Retirement Agreement; and/or (d) to seek any other legal or equitable relief permitted by law, including but not limited to injunctive relief.

10. **SEVERABILITY.** Should any provision of this Retirement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Retirement Agreement in full force and effect. If the general release language is found to be illegal or unenforceable, I agree to execute a binding replacement release.

11. **NONADMISSION OF WRONGDOING.** I agree that neither this Retirement Agreement nor the furnishing of the consideration for this Retirement Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of any wrongdoing or evidence of any liability or unlawful conduct of any kind.

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12. **AMENDMENT.** This Retirement Agreement may not be modified, altered or changed except in a writing signed by the Town Supervisor (with the prior authorization of the Board) and me that specifically refers to this Retirement Agreement.

13. **WAIVER OF RIGHTS.** I understand that this Retirement Agreement is a legally binding document under which Releasors are giving up certain rights, including any rights I may have under the Age Discrimination in Employment Act of 1967. As a result, the Town advises me to consult with an attorney of my choosing before I sign this Retirement Agreement. I understand that I have been given forty-five (45) calendar days from the day I receive this Retirement Agreement in which to consider this Retirement Agreement.

14. **REVOCATION.** I understand that I may revoke this Retirement Agreement during the period of seven (7) calendar days following the day on which I sign this Retirement Agreement. I understand that if I revoke this Retirement Agreement, I will not be eligible to participate in or receive benefits under the VRIP. Any revocation within the seven (7) day period set forth in this paragraph must be submitted, in writing, to The Town Board for the Town of Carmel, c/o Ms. Anne Pasquerello, 60 McAlpin Avenue, Mahopac, New York 10541 and must state: "I hereby revoke my acceptance of our Retirement Agreement and General Release." The revocation must be either: (a) personally delivered to Ms. Pasquerello within 7 calendar days after the day I sign the Retirement Agreement; or (b) delivered to Ms. Pasquerello at the address specified above through a reputable overnight delivery service with documented evidence that it was sent within 7 calendar days after the day I signed the Retirement Agreement. This Retirement Agreement shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday or legal holiday recognized by the State of New York, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday or legal holiday.

15. **ENTIRE AGREEMENT.** This Retirement Agreement sets forth the entire agreement between the Town and me, and fully supersedes any prior agreements, understandings or obligations between Releasors and Releasees pertaining to the subjects addressed herein, with the exception of any provisions of an applicable collective bargaining agreement and/or relevant provisions of the Employee Handbook as they pertained to me during my employment. I acknowledge that I have not relied on any representations, promises, agreements or offers of any kind made to me in connection with my decision to enter into this Retirement Agreement, except for those set forth in this Retirement Agreement and the General Announcement.

EMPLOYEE IS HEREBY ADVISED THAT EMPLOYEE HAS UP TO FORTY-FIVE (45) CALENDAR DAYS TO CONSIDER THIS RETIREMENT AGREEMENT. EMPLOYEE IS ALSO ADVISED TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOOSING PRIOR TO SIGNING THIS RETIREMENT AGREEMENT.

(Cont.)

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS RETIREMENT AGREEMENT, DO NOT RESTART OR

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AFFECT IN ANY MANNER THE ORIGINAL FORTY-FIVE (45) CALENDAR DAY CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS RETIREMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS RELEASORS HAVE OR MIGHT HAVE AGAINST RELEASEES AS OF THE DATE EMPLOYEE SIGNS THIS RETIREMENT AGREEMENT.

The Parties knowingly and voluntarily sign this Retirement Agreement as of the date(s) set forth below:

Town of Carmel

By: _____
Employee Signature

Date

Print Employee Name

Employee Title

By: _____
Kenneth Schmitt
Supervisor

Date

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EXHIBIT A

JOB TITLES AND AGES OF INDIVIDUALS WHO ARE ELIGIBLE FOR THE TOWN OF CARMEL POLICE DEPARTMENT 2021 VOLUNTARY RETIREMENT INCENTIVE PROGRAM (“PROGRAM”) IN THE DECISIONAL UNIT APPLICABLE TO THE PROGRAM

Job	Age as of July 21, 2021
Sergeant Detective	44
Patrolman	42

(Cont.)

EXHIBIT B

**JOB TITLES AND AGES OF INDIVIDUALS WHO ARE NOT ELIGIBLE FOR THE
TOWN OF CARMEL POLICE DEPARTMENT 2021 VOLUNTARY RETIREMENT
INCENTIVE PROGRAM IN THE DECISIONAL UNIT APPLICABLE TO THE
PROGRAM**

DECISIONAL UNIT

The decisional unit applicable to the Program is comprised of all individuals who:

- Are a full-time Sworn Member of the Department eligible to retire under one of the plans offered by Town in accordance with the New York State Police and Fire Retirement System ("Retirement System"), and all other applicable law, rules, and regulations as of the date of the General Announcement;
- Notify the Board in writing at least thirty (30) days before the effective date of your retirement of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than July 21, 2021, and no later than September 30, 2021; and
- Execute an agreement and release in a form prepared by the Town promptly following their retirement date.

Any employee who has retired prior to July 21, 2021, shall NOT be eligible to participate in the VRIP.

INELIGIBLE EMPLOYEES

The following employees in the decisional unit are not eligible to participate in the Program:
N/A

**ANNUAL FINANCIAL REPORT OF THE TOWN'S INDEPENDENT AUDITOR FOR
FISCAL YEAR ENDING 2020 - ACCEPTED**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the Comprehensive Financial Independent Audit Report of the Town's independent auditor PKF O'Connor Davies, for fiscal year 2020 and hereby directs Town Clerk Ann Spofford to publish all notices required in connection herewith in the official newspapers of the Town.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil and 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>

21 JULY 2021
TOWN BOARD MEETING

CARMEL SEWER DISTRICT #4 - EMERGENCY EXPENDITURE OF MONIES FROM THE REPAIR RESERVE FUND AUTHORIZED - \$47,850.00

WHEREAS, the Town of Carmel maintains a Repair Reserve Fund for Carmel Sewer District #4, duly established pursuant to General Municipal Law §6-d; and

WHEREAS, in cases of emergency, monies in such Repair Reserve Fund may be expended pursuant to resolution approved by not less than two-thirds of the members of the governing body; and

WHEREAS, it is recommended by the Office of the Town Comptroller that monies in the Repair Reserve Fund be used to pay for the cost of emergency repairs within Carmel Sewer District #4;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4, hereby authorizes the appropriation of monies from the Carmel Sewer District #4 Repair Reserve fund not to exceed \$47,850.00 (FORTY- SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS) for emergency repair expenditures in 2021; and

BE IT FURTHER RESOLVED that not less than one-half of the monies so expended be repaid in fiscal year 2022 and that the total amount of the monies so expended be repaid in full not later than the last day of fiscal year 2023.

Resolution

Offered by: Councilman Lombardi
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>

BUDGET MODIFICATIONS/REVISIONS AUTHORIZED - SCHEDULE 2021/03

WHEREAS the Town Comptroller Mary Ann Maxwell has reviewed the proposed Budget Modifications for the period ending June 30, 2021 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule 2021/03;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Budget Modifications/Revisions for the period ending June 30, 2021 as shown itemized on schedule 2021/03 which is attached hereto, incorporated herein and made a part hereof.

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>

TOWN OF CARMEL
BUDGET REVISIONS MAY - JUNE 2021 #2021/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<u>GENERAL FUND</u>				
1	100.1315.0019	COMPTROLLER OFFICE OTHER COMPENSATION		2,616.00
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	2,616.00
		- PROVIDE FOR PAYOUT OF ACCRUED VACATION TIME		

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(Cont.)

2	100.1989.0040	UNCLASSIFIED EXPENDITURES		5,300.00	
	100.1990.0040	CONTINGENT ACCOUNT			5,300.00
		- TRANSFER FOR PURCHASE OF BRACKETS TO HANG VETERAN BANNERS			
3	100.1315.0010	COMPTROLLER PERS SERVICE		350.00	
	100.1330.0010	TAX RECEIVER PERS SERVICE		165.00	
	100.1355.0010	ASSESSOR PERS SERVICE		185.00	
	100.1440.0010	ENGINEER PERS SERVICE		350.00	
	100.1610.0010	CENTRAL SERVICE PERS SERVICE		158.00	
	100.3120.0010	POLICE NON-UNIFORM PERS SERVICE		780.00	
	100.3620.0010	CODE ENFORCEMENT PERS SERVICE		190.00	
	100.7020.0010	REC ADMIN PERS SERVICE		215.00	
	100.1110.0011	JUSTICE COURT STAFF		490.00	
	100.1315.0011	COMPTROLLER STAFF		270.00	
	100.1330.0011	TAX RECEIVER STAFF		235.00	
	100.1355.0011	ASSESSOR STAFF		375.00	
	100.1410.0011	TOWN CLERK STAFF		250.00	
	100.1440.0011	ENGINEER STAFF		340.00	
	100.1610.0011	CENTRAL SERVICE STAFF		202.00	
	100.1620.0011	BUILDING MAINTENANCE STAFF		120.00	
	100.1640.0011	CENTRAL GARAGE STAFF		150.00	
	100.3120.0011	POLICE UNIFORM PERS SERVICE		3,300.00	
	100.3310.0011	SIGN CONTROL STAFF		150.00	
	100.3620.0011	CODE ENFORCEMENT STAFF		565.00	
	100.5010.0011	HWY ADMIN STAFF		450.00	
	100.7020.0011	REC ADMIN STAFF		335.00	
	100.7110.0011	PARK MAINTENANCE STAFF		225.00	
	100.8090.0011	RECYCLING STAFF		150.00	
	100.1990.0040	CONTINGENT ACCOUNT			10,000.00
		- TRANSFER FOR MORTGAGE TAX SALARY ADJUSTMENT PER EMPLOYEE HANDBOOK/UNION CONTRACTS			
4	100.5010.0012	HIGHWAY ADMIN OVERTIME		1,000.00	
	100.5010.0086	RETIREEES HEALTH INSURANCE			1,000.00
		- TRANSFER FOR STAFF OVERTIME			
5	100.7110.0012	PARK STAFF OVERTIME		1,000.00	
	100.7117.0040	CAMARDA PARK CONTRACTUAL EXPENSES		13,600.00	
	100.7120.0012	FARMERS MARKET OVERTIME		9,100.00	
	100.7270.0040	CONCERT SERIES CONTRACTUAL EXPENSES		400.00	
	100.7310.0013	YOUTH PROGRAM TEMPORARY STAFF		6,500.00	
	100.7110.0013	PARK MAINT TEMPORARY STAFF			1,000.00
	100.7110.0040	PARK CONTRACTUAL EXPENSES			1,000.00
	100.7112.0020	MCDONOUGH FIELDS EQUIPMENT			1,000.00
	100.7112.0045	MCDONOUGH FIELDS PARK IMPROVEMENT			6,100.00
	100.7117.0020	CAMARDA PARK EQUIPMENT			1,000.00
	100.7118.0020	BALDWIN MEADOW EQUIPMENT			500.00
	100.7120.0040	FARMERS MARKET CONTRACTUAL EXPENSES			9,100.00
	100.7310.0040	YOUTH PROGRAM CONTRACTUAL EXPENSES			6,500.00
	100.7610.0040	PROGRAM FOR AGING CONTRACTUAL EXPENSES			4,400.00
		- TRANSFER FOR MISCELLANEOUS RECREATION EXENSES			

TOWN OF CARMEL
BUDGET REVISIONS MAY - JUNE 2021 #2021/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
6	100.8090.0012	RECYCLE STAFF OVERTIME	1,700.00	
	100.8090.0045	RECYCLE TRASH DISPOSAL	9,000.00	
	100.1990.0040	CONTINGENT ACCOUNT		10,700.00
		- TRANSFER FOR EWASTE AND SHREDDING EVENT		
7	100.8090.0047	RECYCLING SPECIAL EXPENDITURE	25,000.00	
	100.1989.4321	FEDERAL AID - FEMA	* 25,000.00	
		- PROVIDE FOR WASTE WOOD PROCESSING AND REMOVAL FROM ANTICIPATED REVENUE FROM FEMA		
8	100.8664.0044	DOWNTOWN REVITALIZATION ENGINEERING EXP	3,600.00	
	100.1990.0040	CONTINGENT ACCOUNT		3,600.00
		- TRANSFER FOR DOWNTOWN REVITALIZATION ENGINEERING EXPENSE		
HIGHWAY FUND				
9	500.5112.0012	PROJECT OVERTIME	5,000.00	
	500.5112.0020	PROJECT EXPENDITURES	318,000.00	
	500.5112.0082	PROJECT FICA/MED COST		1,263.00
	500.5010.3502	CHIPS STATE AID - CAPITAL	* 324,263.00	
		- PROVIDE FOR HIGHWAY PROJECT COSTS FROM CHIPS FUNDING		

(Cont.)

10	500.5110.0011	GENERAL REPAIR STAFF		3,050.00	
	500.5130.0011	MACHINERY REPAIR STAFF		600.00	
	500.5140.0011	WEED/BRUSH STAFF		450.00	
	500.5142.0011	SNOW REMOVAL STAFF		600.00	
	500.5110.0083	WORKERS COMPENSATION EXPENSE			4,700.00
		- TRANSFER FOR MORTGAGE TAX SALARY ADJUSTMENT PER UNION CONTRACT			
CARMEL WATER DISTRICT #2					
11	602.8310.0020	EQUIPMENT		7,500.00	
	602.8310.0040	CONTRACTUAL EXPENSES			7,500.00
		- TRANSFER FOR PURCHASE OF EQUIPMENT			
CARMEL WATER DISTRICT #3					
12	603.8310.0046	PURCHASE OF WATER		15,000.00	
	603.8310.0040	CONTRACTUAL EXPENSES			5,000.00
	603.8310.0099	REPAIR RESERVE FUND			10,000.00
		- TRANSFER FOR EMERGENCY PURCHASES OF WATER			
CARMEL WATER DISTRICT #6					
13	606.8310.0047	EMERGENCY REPAIRS		1,678.71	
	606.8310.2681	INSURANCE RECOVERY - ASSET	*	1,678.71	
		- PROVIDE FOR EMERGENCY REPAIRS FROM INSURANCE CLAIM			
CARMEL WATER DISTRICT #7					
14	607.8310.0047	EMERGENCY REPAIRS		21,000.00	
	607.8310.0040	CONTRACTUAL EXPENSES			2,800.00
	607.8310.0043	INSURANCE EXPENDITURES			300.00
	607.8310.0049	SERVICES OTHER GOVT			900.00
	607.8310.0099	REPAIR RESERVE FUND			7,000.00
	607.8310.9909	APPROPRIATED FUND BALANCE	*	10,000.00	
		- PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS			

TOWN OF CARMEL
BUDGET REVISIONS MAY - JUNE 2021 #2021/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #8				
15	608.8310.0047	EMERGENCY REPAIRS	10,000.00	
	608.8310.0040	CONTRACTUAL EXPENSES		10,000.00
		- TRANSFER FOR EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #10				
16	610.8310.0020	EQUIPMENT	1,000.00	
	610.8310.0040	CONTRACTUAL EXPENSES		1,000.00
		- TRANSFER FOR PURCHASE OF EQUIPMENT		
CARMEL WATER DISTRICT #14				
17	614.8310.0020	EQUIPMENT	2,208.80	
	614.8310.0047	EMERGENCY REPAIRS	2,811.20	
	614.8310.2681	INSURANCE RECOVERY - ASSET	*	5,020.00
		- PROVIDE FOR EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
CARMEL SEWER DISTRICT #4				
18	704.8130.0040	CONTRACTUAL EXPENSES	77,850.00	
	704.8130.0020	EQUIPMENT EXPENSES		30,000.00
	704.8130.9882	APPROPRIATED REPAIR RESERVE FUND	*	47,850.00
		- PROVIDE AND TRANSFER FOR EMERGENCY SERVICES FROM APPROPRIATED REPAIR RESERVE FUND		
19	704.8130.0140	MICROFILTRATION - CONTRACTUAL EXPENSES	17,000.00	
	704.8130.0090	CONTINGENCY		5,000.00
	704.8130.0099	REPAIR RESERVE FUND		12,000.00
		- TRANSFER FOR EMERGENCY AND CONTRACTUAL REPAIRS AT THE MICROFILTRATION PLANT		
CARMEL SEWER DISTRICT #7				
20	707.8130.0040	CONTRACTUAL EXPENSES	2,000.00	
	707.8130.0020	EQUIPMENT		2,000.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		

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CARMEL SEWER DISTRICT #8				
21	708.8130.0040	CONTRACTUAL EXPENSES	2,500.00	
	708.8130.0020	EQUIPMENT		2,500.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
DRAINAGE CAPITAL PROJECT				
22	900.1989.0012	PROJECT OVERTIME EXPENSE	15,000.00	
	900.1989.0040	CONTRACTUAL EXPENDITURES	180,000.00	
	900.1989.0048	OTHER PROJECT EXPENDITURES	3,500.00	
	900.1989.0080	FICA/MED EXPENSE	1,500.00	
	900.1989.5710	PROCEEDS OF BORROWING	*	200,000.00
		- RECORD 2021 CAPITAL AUTHORIZATION		
HIGHWAY RESURFACING CAPITAL PROJECT				
23	950.5112.0012	PROJECT OVERTIME	8,500.00	
	950.5112.0045	CONTRACTED PAVING SERVICES	735,000.00	
	950.5112.0048	OTHER PROJECT EXPENDITURES	5,000.00	
	950.5112.0082	FICA/MED EXPENSE	1,500.00	
	950.5112.5710	PROCEEDS OF BORROWING	*	750,000.00
		- RECORD 2021 CAPITAL AUTHORIZATION		

TOWN OF CARMEL
BUDGET REVISIONS MAY - JUNE 2021 #2021/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
LAKE CASSE PARK DISTRICT CAPITAL FUND				
24	941.7140.0044	PROJECT ENGINEERING	70,400.00	
	941.7140.5710	PROCEEDS OF BORROWING	*	70,400.00
		- RECORD 2021 CAPITAL AUTHORIZATION		
TEAKETTLE LAKE PARK DISTRICT CAPITAL FUND				
25	943.7140.0044	PROJECT ENGINEERING	72,800.00	
	943.7140.5710	PROCEEDS OF BORROWING	*	72,800.00
		- RECORD 2021 CAPITAL AUTHORIZATION		
CWD #2 CAPITAL PROJECT FUND				
26	962-8310-0044	PROJECT ENGINEERING	2,696,000.00	
	962-8310-0045	CONTRACT CAPITAL IMPROVEMENTS	3,152,200.00	
	962.8310.5710	PROCEEDS OF BORROWING	*	5,848,200.00
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING		

MAHOPAC FALLS FIRE PROTECTION DISTRICT AND MAHOPAC FIRE PROTECTION DISTRICT - LENGTH OF SERVICE AWARDS PROGRAMS - REQUEST FOR PROPOSALS FOR INVESTMENT SERVICES AUTHORIZED

RESOLVED THAT the Town Board of the Town of Carmel, hereby authorizes TownComptroller Mary Ann Maxwell, to circulate proposals for investment services for Fire Protection District Length of Service Award Programs for Mahopac Falls Fire Protection District and Mahopac Fire Protection District.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

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

CEMETERY MAINTENANCE SERVICES CONTRACT AWARDED - R2021-004 - KIKO’S LANDSCAPING

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. authorizes the award for the contract for Town of Carmel Cemetery maintenance services to Kiko’s Landscaping, Carmel, NY at an annual cost of \$13,975.00 for year 2022; \$14,975.00 for year 2023; and \$15,675.00 for year 2024; and

BE IT FURTHER RESOLVED that the Town Board shall have the exclusive option to extend said contract for years 2025 and 2026 at annual costs of \$15,675.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance and bonds in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to sign any documentation necessary to effectuate said contract extension renewal on the terms authorized herein on behalf of the Town of Carmel.

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>

CARMEL WATER DISTRICT #9 - TANK BUILDING AND CONCRETE REPAIRS - CONTRACT NO. C269-2021 - BIDS REJECTED AND RE-ADVERTISEMENT FOR BIDS AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #9, and pursuant to the request of Town Engineer Richard J. Franzetti, P.E. hereby rejects all bids previously received for the Carmel Water District #9 Water Tank Building and Concrete Repairs Contract No. C269-2021; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to re-advertise for bids for Contract No. C269-2021; and

BE IT FURTHER RESOLVED that the Town Engineer is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution
Offered by: Councilman Lombardi
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>

POLICE DEPARTMENT - ADVERTISEMENT FOR BIDS AUTHORIZED - INSTALLATION OF NETWORK ACCESS CONTROL SYSTEMS

RESOLVED that, pursuant to the request of Lt. John R. Dearman, Jr. the Town Board of the Town of Carmel hereby authorizes Town Clerk Ann Spofford to advertise for bids for installation of Network Access Control Systems in the Town of Carmel Police Department and Town Hall; and

(Cont.)

BE IT FURTHER RESOLVED that Lt. John R. Dearman, Jr. and Town Engineer Richard J. Franzetti, P.E. are to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

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>

**PROPOSAL ACCEPTED PURSUANT TO PROPERTY MAINTENANCE LAW - 105
LONGDALE ROAD - TM #65.14-1-24 - KIKO’S LANDSCAPING - NOT TO EXCEED
\$135.48**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Codes Enforcement Michael Carnazza, hereby accepts the proposal of Kiko’s Landscaping, Carmel, NY for the cleanup and correction of Town Code violations existing for the property located at 105 Longdale Road (Town of Carmel Tax Map No. 65.14-1-24) in an amount not to exceed \$135.48.

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>

**RESOLUTION ADOPTED IN SUPPORT OF APPLICATION TO NEW YORK STATE
AFFORDABLE HOUSING CORPORATION - PUTNAM COUNTY HOUSING
CORPORATION**

WHEREAS, the Town Board of the Town of Carmel has been advised by Denene Makkay, Deputy Director of the Putnam County Housing Corporation (PCHC) that PCHC is in the process of applying for a \$200,000 Home Improvement Grant from the New York State Affordable Housing Corporation; and

WHEREAS, the purpose of said grant and application is to assist Putnam County homeowners in making necessary improvements to their homes to bring structures into compliance with all applicable laws and regulations, including but not limited to the installation, replacement or repair of heating, plumbing, electrical and related systems and the elimination of all hazardous violations within residential homes in accordance with all applicable laws, rules and regulations;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel offers this resolution and hereby states it’s support of the aforesaid application by PCHC to the New York State Affordable Housing Corporation and further supports the purposes, intent and objectives in improving the condition of residential housing within the County of Putnam.

(Cont.)

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>

MAHOPAC VOLUNTEER FIRE DEPARTMENT - ADDITIONS AND DELETIONS TO THE ACTIVE LIST AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the addition of the following name to the active list of the Mahopac Volunteer Fire Department:

Sarango N. Curipona, Mahopac, NY

AND BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of the following name to the active list of the Mahopac Volunteer Fire Department:

Jessica Hart

Resolution
Offered by: Councilman Lombardi
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>

TOWN CODE CHAPTER 104 - APPLICATION FORM FOR SOUND AMPLIFICATION PERMIT ADOPTED

RESOLVED, that the Town Board of the Town of Carmel hereby adopts the application form for issuance of a sound amplification permit pursuant to Chapter 104 of the Town Code of the Town of Carmel, such application to be in form as attached hereto; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to utilize said form for all applications submitted pursuant to Town Code Chapter 104.

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>

(Cont.)



**TOWN OF CARMEL
SOUND AMPLIFICATION PERMIT APPLICATION**

Ann Spofford, Town Clerk
Town Hall - 60 McAlpin Avenue
Mahopac, NY 10541
845.628.1500

Applicant Name: _____
Applicant Address: _____
Applicant Telephone Number: _____
Name and Address of Owner of Premises: _____
Location of Premises for which Permit is Sought: _____
Date of Event: _____ Hours: From: _____ To: _____
Identify Type of Sound System: _____
Volume of Sound to be used (measured by decibels or other efficient method): _____
Type of Event: _____ Date of Application: _____

No permit can be issued for any location within 500 feet of a school, courthouse or place of worship during the hours of such institutions nor within 500 feet of a hospital or institution at any time.

Issuance of this permit shall not be construed to relieve the operator of any loudspeaker device or the owner or lessee of any premises wherein the same is used, from any determination that such device is a nuisance.

Operation of any loudspeaker or similar device is prohibited before 10:00 a.m. or after 8:00 p.m. Sunday through Thursday; before 10:00 a.m. or after 11:59 p.m. on Friday and Saturday; before 10:00 a.m. or after 11:59 p.m. on Federal Holidays or any other day as designated by resolution of the Town Board.

Each permit issued by the Town Clerk shall be valid for a period not to exceed three (3) calendar days.

Subsequent to the issuance of any permit by the Clerk pursuant to this article for any property located in a residential ("R")-zoned district, no additional permit shall be issued for the same parcel or property, regardless of ownership thereof, prior to 30 (thirty) calendar days having elapsed since the expiration of the prior permit issued for said parcel or property.

Subsequent to the issuance of any permit by the Clerk pursuant to this article for any property located in a zone designated as other than residential ("R"), including Commercial ("C")-zoned district and/or Commerce Business Park ("CBP")-zoned district, no additional permit shall be issued for the same parcel or property, regardless of ownership thereof, prior to five (5) calendar days having elapsed since the expiration of the prior permit issued for said parcel or property.

I hereby acknowledge receipt of a copy of Chapter 104 of the Town of Carmel Code, Noise / Article I, Sound Amplifying and Reproducing Equipment, regulating the use of loud speakers, amplifiers and similar devices.

I have complied with the provisions §104-6(C) of this Chapter by providing written notification to the owner(s) of each improved parcel or property located within one hundred (100) feet of any boundary of my property, that issuance of a sound amplification permit is being sought for said property on the dates and times shown above.

Signature: _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

Police Department Review: _____
Signature

Approved by: _____
Town Clerk, Town of Carmel

Date: _____
License No.: _____
Cash / Check / Credit Card: _____

Cc: Police Department

Fee Schedule	
_____ Residential	\$ 50.00 per day
_____ Commercial	\$ 100.00 per day

2021 USER FEE SCHEDULE - AMENDED

RESOLVED that the Town Board of the Town of Carmel hereby amends, effective immediately, the Town of Carmel User Fee Schedule for Fiscal Year 2021, as follows:

Sound Amplification Permit Commercial – \$100.00 per day;
Sound Amplification Permit Residential – \$50.00 per day.

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>

NOTICE REQUIREMENT OF THE NEW YORK STATE ABC LAW WAIVED WITH RESPECT TO A LIQUOR LICENSE - PUTNAM FAMILY HOUSE, INC.

WHEREAS, the representatives and/or proprietors of Putnam Family House, Inc., d/b/a Putnam House, 983 Route 6, Mahopac, New York 10541, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the Alcohol Beverage Control Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty-day notice requirement contained in Article 5 of the Alcohol and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

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>

DAUGHTERS OF THE AMERICAN REVOLUTION - INSIGNIA FLAG HOLDERS AUTHORIZED - GILEAD CEMETERY

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the placement of Daughters of the American Revolution Flag Holders at the Gilead Cemetery in accordance with the request of Carol Bailey of the Enoch Crosby Chapter of the National Society of Daughters of the American Revolution dated June 27, 2021.

(Cont.)

Resolution
Offered by: Councilman Lombardi
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>

Supervisor Schmitt acknowledged the volunteers of the Enoch Crosby Chapter of the National Society of Daughters of the American Revolution for their efforts with regard to this project.

PUBLIC HEARING SCHEDULED FOR 8/11/2021 - INCREASE AND IMPROVEMENT OF THE FACILITIES OF CARMEL WATER DISTRICTS NOS. 1, 2, 3, 8, 9, 10, 13 AND 14 IN THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK (ADDITIONAL COSTS) - OFFERED AS SUMMARIZED AND PRE-FILED

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has heretofore caused to be prepared a map, plan and report, including an estimate of cost as revised, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Carmel Water Districts Nos. 1, 2, 3, 8, 9, 10, 13 and 14 in the Town of Carmel, Putnam County, New York, being in each such district, the construction of improvements to the district water tank or shared water tank and related equipment and site improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$25,315 to Carmel Water District No. 1, \$2,762,615 to Carmel Water District No. 2, \$282,538 to Carmel Water District No. 3, \$360,296 to Carmel Water District No. 8, \$40,184 to Carmel Water District No. 9, \$53,658 to Carmel Water District No. 10, \$35,221 to Carmel Water District No. 13, and \$431,063 to Carmel Water District No. 14; and

WHEREAS, all conditions precedent to the financing of the capital projects hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act ("SEQRA"), have been performed, it having been determined that said capital projects are each a Type II Action as to which the SEQRA regulations provide that there is no significant adverse impact pursuant to 6 NYCRR Part 617.5(c)(2); and

WHEREAS, it is now determined that the maximum estimated cost to Carmel Water District No. 1 is \$52,915, an increase of \$27,600 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 2 is \$3,062,615, an increase of \$300,000 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 3 is \$362,538, an increase of \$80,000 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 8 is \$535,796, an increase of \$175,500 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 9 is \$165,184, an increase of \$125,000 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 10 is \$112,158, an increase of \$58,500 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 13 is \$73,621, an increase of \$38,400 over that previously estimated; and

(Cont.)

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 14 is \$569,063, an increase of \$138,000 over that previously estimated; and

WHEREAS, it is now desired to call a respective public hearing on the question of the increase and improvement of the facilities of said Carmel Water District Nos. 1, 2, 3, 8, 9, 10, 13 and 14 in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law;

NOW, THEREFORE, IT IS HEREBY ORDERED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, in Mahopac, New York, in said Town, on August 11, 2021, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of Carmel Water Districts Nos. 1, 2, 3, 8, 9, 10, 13 and 14 in the Town of Carmel, Putnam County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

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

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

Section 4. This Order shall take effect immediately.

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>

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Carmel, Putnam County, New York, will have a virtual meeting at the Town Hall, 60 McAlpin Avenue, in Mahopac, New York, on August 11, 2021, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a respective public hearing upon a certain map, plan and report, including a revised estimate of cost, in relation to the proposed increase and improvement of the facilities of Carmel Water Districts Nos. 1, 2, 3, 8, 9, 10, 13 and 14 in said Town, consisting in each district of the construction of improvements to the district water tank or shared water tank and related equipment and site improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a revised maximum estimated cost of \$52,915 to Carmel Water District No. 1 (an increase of \$27,600), \$3,062,615 to Carmel Water District No. 2 (an increase of \$300,000), \$362,538 to Carmel Water District No. 3 (an increase of \$80,000), \$535,796 to Carmel Water District No. 8 (an increase of \$175,500), \$165,184 to Carmel Water District No. 9 (an increase of \$125,000), \$112,158 to Carmel Water District No. 10 (an increase of \$58,500), \$73,621 to Carmel Water District No. 13 (an increase of \$38,400), and \$569,063 to Carmel Water District No. 14 (an increase of \$138,000).

(Cont.)

Said capital projects have been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, said regulations provide will not result in any significant adverse environmental impacts.

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

Dated: Mahopac, New York,
August , 2021.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF
CARMEL, PUTNAM COUNTY, NEW YORK
Ann Spofford
Town Clerk

Legal Counsel Gregory Folchetti summarized the above resolution prior to Councilman Barile offering it with the amendment from originally drafted to correctly state that the last whereas clause includes "Carmel Water Districts #1, #2, #3, #8, #9, #10, #13 and #14".

PUBLIC COMMENTS - AGENDA ITEMS

Hamlet of Carmel resident John Butler commented that by adopting the order scheduling a Public Hearing for August 11, 2021 in relation to the proposed increase and improvement of the facilities of Carmel Water Districts #1, #2, #3, #8, #9, #10, #13 and #14, the Town Board has in effect delayed the replacement of the water storage tank on Everett Road again. Mr. Butler went on to detail the history of the 300,000-gallon storage tank built in 1976 that provides water storage for hundreds of households throughout Carmel Water District #2. Mr. Butler reiterated his concerns about the aging storage tank, which he said he has been conveying to the Town Board at their meetings since October of 2011.

Mr. Butler expressed his frustration, stating that the construction of the replacement storage tank was to begin on or about the end of July or the beginning of August, 2021. However, because certain other water districts are underfunded for various projects and require additional borrowing, Carmel Water District #2, a district that is not underfunded, must wait at least another six months for clean and safe water.

PUBLIC COMMENTS - OPEN FORUM

Ron Klein, Drewville Road resident, addressed a recent issue in which a tree fell onto an electric pole on Crafts Road and ignited a fire which resulted in the destruction of his neighbors' 210-year-old barn. He spoke about the extremely dangerous trees on Crafts Road as well as his efforts over the last three years to have either the Town of Carmel or New York State Electric and Gas (NYSEG) take care of them.

At the conclusion of discussion held, Supervisor Schmitt and Councilwoman McDonough agreed to meet with Mr. Klein to view the trees with a representative from NYSEG present.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

Councilwoman McDonough addressed Mr. Butler's earlier comments with regard to the water storage tank on Everett Road. She asked Legal Counsel Folchetti to elaborate on how the replacement of the water storage tanks for all of the water districts were solicited as one bid.

(Cont.)

Counsel Gregory Folchetti explained that the low bidder for all of the water districts was one contractor and that the low bid amounts require authorization for extra borrowing in every district which will cause a 20 to 30-day delay. He stated that after the Public Hearing is held, the Town Board may authorize the borrowing and pointed out that the low bidder has agreed to hold their bid open for 120 days to allow the Town Board time to secure the funding.

Councilwoman McDonough noted that the Town Board members would have rather not had the delay. However, it was necessary because of the way the contract will be awarded. She went on to provide an update on the project's timeline. Discussion regarding the matter was held.

PUBLIC COMMENTS - OPEN FORUM CONTINUED

James Carmody suggested that NYSEG be required to install underground wiring to supply their electric service as an alternate to cutting down trees.

Councilwoman McDonough indicated that the Town Board had made the recommendation to NYSEG years ago and was advised that it would not be cost effective for them. Discussion followed.

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 7:37 p.m. to the scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk