

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
JOHN D. LUPINACCI
Town Councilman
JONATHAN SCHNEIDER
Town Councilman

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

TOWN BOARD ORGANIZATIONAL MEETING
Wednesday, January 2, 2019 7:00pm

Pledge of Allegiance – Moment of Silence

6:00pm Executive Session:

1. Supervisor Schmitt – Contractual

Organizational Meeting:

1. Res: Setting Seating Order of the Town Board Members
2. Res: Setting Roll Call Voting Order of Town Board Members
3. Res: Establishing Dates, Time and Location of Town Board Meetings
4. Res: Setting Rules of Order for Town Board Meetings
5. Res: Appointing Police Commissioners
6. Res: Designating Official Newspapers of the Town
7. Res: Designating Official Depositories
8. Res: Designating Insurance Agent
9. Res: Authorizing Petty Cash Funds for Fiscal Year 2019
10. Res: Setting Mileage Rate for Fiscal Year 2019
11. Res: Setting Rates for 2019 Highway Department Temporary Help
12. Res: Designating Council Members as Liaisons to Special Committees
13. Res: Appointing Chairman of the Town of Carmel Planning Board
14. Res: Appointing Vice-Chairman of the Town of Carmel Planning Board
15. Res: Appointing Chairman to the Town of Carmel Zoning Board of Appeals
16. Res: Appointing Vice-Chairman to the Town of Carmel Zoning Board of Appeals
17. Res: Appointing Chairman to the Town of Carmel Environmental Conservation Board
18. Res: Appointing Vice-Chairman to the Town of Carmel Environmental Conservation Board
19. Res: Setting Salaries for Fiscal Year 2019 for Certain Officials of the Town and for Employees of the Town Not Covered by a Collective Bargaining Agreement
20. Res: Creating Job Classification of Senior Account Clerk II in the Town of Carmel Highway Department and Making Probationary Appointment
21. Res: Creating Job Classification of Senior Account Clerk II in the Town of Carmel Engineering Department and Making Probationary Appointment
22. Res: Creating Job Classification of Senior Account Clerk in the Town of Carmel Justice Court and Making Probationary Appointment

23. Res: Creating Job Classification of Senior Account Clerk in the Town of Carmel Tax Receiver Department and Making Probationary Appointment
24. Res: Making Probationary Appointment of Senior Account Clerk in the Town of Carmel Comptroller's Office
25. Res: Making Appointments to Town of Carmel Lake Casse Park District Advisory Board
26. Res: Making Appointments to the Town of Carmel Lake Mahopac Park District Advisory Committee and Sub Committee
27. Res: Authorizing Attendance of Officers and Employees to Attend the Association of Towns Conference
28. Res: Designating Town of Carmel Delegate of the 2019 Association of towns Annual Business Session
29. Res: Adopting Town of Carmel 2019 Subject Matter List and Office Retention Schedule
30. Res: Authorizing Execution of Member Agreement Endorsement with New York State Municipal Workers' Compensation Alliance
31. Res: Establishing Seasonal/Temporary and Part-Time Workers Wage Rates
32. Res: Setting Rates for 2019 Part-time/Temporary Help
33. Res: Authorizing Signing of Contract for Town Counsel Legal Services
34. Res: Authorizing Signing of Contract for Special District Counsel Legal Services
35. Res: Authorizing Signing of Contract for Special Planning Board and Legal Services
36. Accepting Proposal for Jackson Lewis, LLP for Labor Counsel Services

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

#1

RESOLUTION SETTING SEATING ORDER OF THE TOWN BOARD MEMBERS

RESOLVED that the Town Board Members will be seated as follows (left to right): facing the dais: Jonathan Schneider, Suzanne McDonough, Kenneth Schmitt, John Lupinacci and Michael Barile

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#2

RESOLUTION SETTING ROLL CALL VOTING ORDER OF TOWN BOARD MEMBERS

RESOLVED that the Roll Call Voting Order of the Town Board shall be as follows:

Michael Barile
Jonathan Schneider
John Lupinacci
Suzanne McDonough
Kenneth Schmitt

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#3

RESOLUTION ESTABLISHING DATES, TIME AND LOCATION OF TOWN BOARD MEETINGS

RESOLVED that all regular 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 16, 2019, at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM except in the month of July where there shall be a meeting on Tuesday, July 2, 2019, instead of Wednesday, July 3, 2019; 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 fourth Wednesdays of each month commencing Wednesday, January 9, 2019, with the exception of the month of November where the work session shall be held on Tuesday, November 26, 2019, instead of Wednesday, November 27, 2019, and the month of December when no work session meeting shall be held on the fourth Wednesday. All work sessions shall be held at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, with the exception of the work session meeting to be held on Wednesday, April 24, 2019, which shall be held in the hamlet of Carmel at the Carmel Firehouse, Vink Drive, Carmel, NY at 7:00 PM.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#4

RESOLUTION SETTING RULES OF ORDER FOR TOWN BOARD MEETINGS

RESOLVED that the Rules of Order for Town Board Meetings shall be Roberts' Rules of Order Newly Revised.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#5

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>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#6

RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS OF THE TOWN

RESOLVED that the Town Board of the Town of Carmel designates the Putnam County Courier and the Mahopac News as the official newspapers of the Town of Carmel for the year 2019 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>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#7

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 2019 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>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#8

RESOLUTION DESIGNATING INSURANCE AGENT

RESOLVED that the Town Board of the Town of Carmel hereby appoints the Brown and Brown of NY, Inc., d/b/a Spain Agency, 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#9

RESOLUTION AUTHORIZING PETTY CASH FUNDS FOR FISCAL YEAR 2019

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 2019:

Supervisor \$200

Receiver of Taxes \$500

Justice Court \$200

Recreation \$200

Town Clerk \$200

Police Chief \$200

Bldg. Maintenance \$100

Supt. of Highways \$200

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#10

RESOLUTION SETTING MILEAGE RATE FOR FISCAL YEAR 2019

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2019 at the IRS rate for 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#11

RESOLUTION SETTING RATES FOR 2019 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 2019:

- 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>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#12

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 Michael Barile – Liaison to Police Department, Special Legal Counsel, other Governmental Agencies including County, State and School Districts, and Libraries, Lake Park District Advisory Boards (Casse, Secor, Teakettle Spout & Mahopac)

Councilwoman Suzanne McDonough – Liaison to 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 John Lupinacci – Liaison to Police Department, Highway Department Recreation, and Special Legal Counsel, other Governmental Agencies including County, State and School Districts, and Libraries all Administrative Boards to include Planning, Zoning, ECB, Ethics Board and Libraries and all Lake Park District Advisory Boards (Casse, Secor, Teakettle Spout & Mahopac),

Councilman Jonathan Schneider – Liaison to Highway 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>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#13

RESOLUTION APPOINTING CHAIRMAN TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Craig R. Paepre as Chairman of the Town of Carmel Planning Board for the year 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#14

RESOLUTION APPOINTING VICE CHAIRMAN TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anthony Gianicco as Vice-Chairman of the Town of Carmel Planning Board for the year 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#15

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 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#16

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 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#17

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 2019.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#18

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 2019

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#19

RESOLUTION SETTING SALARIES FOR FISCAL YEAR 2019 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 2019 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, Confidential Secretary to the Supervisor/Assistant to the Town Board, at the amounts set forth in the 2019 budget as adopted.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#20

RESOLUTION CREATING JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK II IN THE TOWN OF CARMEL HIGHWAY DEPARTMENT AND MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the job classification of Senior Account Clerk II in the Town of Carmel Highway Department and appoints Staci Norton to said position, retroactive to January 1, 2019 at a CSEA Group 8 Step 2 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#21

RESOLUTION CREATING JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK II IN THE TOWN OF CARMEL ENGINEERING DEPARTMENT AND MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the job classification of Senior Account Clerk II in the Town of Carmel Engineering Department and appoints Donna Esteves to said position, retroactive to January 1, 2019 at a CSEA Group 8 Step 2 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#22

RESOLUTION CREATING JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK IN THE TOWN OF CARMEL JUSTICE COURT AND MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the job classification of Senior Account Clerk in the Town of Carmel Justice Court and appoints Francine Schmansky to said position, retroactive to January 1, 2019 at a CSEA Group 5 Step 2 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#23

RESOLUTION CREATING JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK IN THE TOWN OF CARMEL RECEIVER OF TAXES DEPARTMENT AND MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the job classification of Senior Account Clerk in the Town of Carmel Receiver of Taxes Department and appoints Antoinette Pesavento to said position, retroactive to January 1, 2019 at a CSEA Group 5 Step 2 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#24

RESOLUTION MAKING PROBATIONARY APPOINTMENT OF SENIOR ACCOUNT CLERK IN THE TOWN OF CARMEL COMPTROLLER'S OFFICE

RESOLVED that the Town Board of the Town of Carmel hereby appoints Michelle Russell to Senior Account Clerk in the Town of Carmel Comptroller's Office, retroactive to January 1, 2019 at a CSEA Group 5 Step 2 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#25

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, 2019 and expiring December 31, 2019

Jon Aquina
Theresa DePace
Amanda Guszack
Stacey Ann Kelly
Kim Kugler
William Siclari
Scott Sterbens

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#26

RESOLUTION MAKING APPOINTMENTS TO TOWN OF CARMEL LAKE MAHOPAC PARK DISTRICT ADVISORY BOARD AND SUB COMMITTEE

RESOLVED that the Town Board of the Town of Carmel hereby appoints the following residents to the Town of Carmel Lake Mahopac Park District Advisory Board for a term commencing retroactive to January 1, 2019 and expiring December 31, 2019

Edward A. Barnett

Jay Crawford

Charles Langlitz

James Maxwell

John Maxwell

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby appoints the following residents to the Town of Carmel Lake Mahopac Park District Sub- Advisory Committee for a term commencing retroactive to January 1, 2019 and expiring December 31, 2019

Robert Frenkel

William Frumkin

Joseph Massaro

Bert Melchner

Mark Robertson

William D. Spain, Jr.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	___	___
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Kenneth Schmitt	___	___

#27

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 17th through the 20th, 2019; 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 2019 Conference and Seminars line of the Court Budget:

Joseph Spofford – Town Justice

Thomas Jacobellis – Town Justice

Patricia Genna – Town Court Clerk

Francine Schmansky – Senior Account Clerk

Marie Paprocki – Clerk to Town Justice

Lisa Laquidara – Clerk to Town Justice

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>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#28

RESOLUTION DESIGNATING TOWN OF CARMEL DELEGATE AT THE 2019 ASSOCIATION OF TOWNS ANNUAL BUSINESS SESSION

RESOLVED that Supervisor Kenneth Schmitt is hereby designated as the voting delegate and Councilman Michael Barile is hereby designated as the alternate voting delegate of the Town of Carmel to the 2019 Annual Business Session of the Association of Towns of the State of New York to be held in New York City from February 17th through the 20th, 2019 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>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#29

RESOLUTION ADOPTING TOWN OF CARMEL 2019 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 2019 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>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#30

RESOLUTION AUTHORIZING EXECUTION OF MEMBER AGREEMENT ENDORSEMENT WITH NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to execute the member agreement endorsement form with New York State Municipal Workers' Compensation Alliance (NYMWCA) in connection with the provision of workers compensation insurance coverage to the Town of Carmel for 2019

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

#31

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-Full-Time Workers maximum wage rates for the following title effective January 1, 2019:

SEASONAL/TEMPORARY FULL TIME WORKERS

POSITION AND/OR TITLE

HOURLY WAGE RATE BASED ON CUMULATIVE HOURS OF SERVICE: 0-500 501-1000 1001-1500 1501-XXXX

Seasonal/Temp.	12.50	13.50	14.50	15.50
----------------	-------	-------	-------	-------

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Michael Barile

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Kenneth Schmitt

#32

RESOLUTION SETTING RATES FOR 2019 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 2019:

<u>Department</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Comments</u>
Accounting	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Assessor	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Police	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Town Clerk	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Engineering	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Highway	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Recreation	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Planning	\$13.00/hr	\$22.00/hr	Commensurate with Experience
Recycling	\$12.00/hr	\$15.00/hr	Commensurate with Experience

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	___	___
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Kenneth Schmitt	___	___

#33

RESOLUTION AUTHORIZING SIGNING OF CONTRACT FOR TOWN COUNSEL LEGAL SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, Esq., 1875 Route Six, Carmel, New York 10512, for legal services as Town Counsel and Counsel to the Town of Carmel Zoning Board of Appeals; and

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

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

AGREEMENT

THIS AGREEMENT, made this 1st day of January 2019, 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 Gregory L. Folchetti, Esq., whose address is 1875 Route 6, Carmel, New York 10512 (hereinafter referred to as "FOLCHETTI").

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of an attorney as Town Counsel; and;
WHEREAS, FOLCHETTI is an experienced attorney properly licensed by the State of New York and is willing to be retained as Town Counsel for the TOWN;

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

FOLCHETTI is hereby retained as Town Counsel to provide general legal advice to the Town Board, the officers and department heads of the Town of Carmel, except as provided hereinafter. Legal services in regard to the formation of new improvement districts of every type and nature and legal services and expenses in regard to any and all litigation brought by or against the TOWN, its officers, employees, Boards and Board members are not included as part of the foregoing services and shall be compensated separately. The provision of legal services to Town Districts are also specifically excluded from this agreement.

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay FOLCHETTI a fixed annual fee of NINETY FIVE THOUSAND and no/hundredths (\$95,000.00) dollars in twelve equal monthly installments of Seven Thousand Nine Hundred Sixteen and 66/hundredths (\$7,916.66) dollars payable in advance on the first of each month. For work not covered by this contract, including but not limited to, legal services in regard to the formation of districts of every type and nature as well as road dedications, the TOWN agrees to pay FOLCHETTI an hourly rate of TWO HUNDRED FIVE and no/hundredths (\$205.00) dollars per hour for all attorney time not involving litigation and TWO HUNDRED FIVE and no/hundredths (\$205.00) dollars per hour for all attorney time involving litigation; for the time of a paralegal associated with FOLCHETTI at the hourly rate of Seventy-Five and

no/hundredths (\$75.00) dollars and for the time of a secretary associated with FOLCHETTI 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.

For and legal services in regard to the representation of the Zoning Board of Appeals of the Town of Carmel the TOWN agrees to pay FOLCHETTI a flat monthly rate of \$1,000 (One thousand dollars) per month with the exception of any litigation matters involving said Zoning Board of Appeals, for which the TOWN agrees to pay FOLCHETTI TWO HUNDRED FIVE and no/hundredths (\$205.00) dollars per hour for all attorney time involving such litigation; for the time of a paralegal associated with FOLCHETTI at the hourly rate of Seventy-Five and no/hundredths (\$75.00) dollars and for the time of a secretary associated with FOLCHETTI 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 - TELEPHONE

TOWN wishes to have direct telephone access to FOLCHETTI, exclusive of FOLCHETTI's regular business numbers. Therefore, the TOWN agrees to install a telephone line in FOLCHETTI's offices for the use of the TOWN and for FOLCHETTI's use in connection with TOWN business. The installation charges as well as the monthly charges shall be paid directly by the TOWN. FOLCHETTI agrees to provide telephone instruments at his sole cost and expense.

SECTION IV - EXPENSES

It is understood and agreed that the expenses incurred by FOLCHETTI 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 FOLCHETTI will be reimbursed by the TOWN.

SECTION V - INDEMNIFICATION

TOWN agrees to indemnify FOLCHETTI and hold FOLCHETTI harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of

the action or omission of FOLCHETTI or his agents, servants or employees, in connection with FOLCHETTI's provision of services under this agreement except for intentional acts or negligence. Nonetheless, FOLCHETTI 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 VI- TERM

The terms of this agreement shall commence on January 1, 2019 and shall terminate on December 31, 2022.

SECTION VII- RENEWAL

This contract shall be subject to renewal by mutual agreement of the parties. TOWN agrees to notify FOLCHETTI whether it intends to renew this Contract no later than December 1, 2022.

SECTION VIII- FOLCHETTI NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that FOLCHETTI shall serve in the capacity of an independent contractor. FOLCHETTI 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: _____

By: _____

KENNETH SCHMITT
SUPERVISOR

GREGORY L. FOLCHETTI, ESQ.

#34

RESOLUTION AUTHORIZING SIGNING OF CONTRACT FOR SPECIAL DISTRICT COUNSEL LEGAL SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, Esq., 1875 Route Six, Carmel, New York 10512, for legal services as Special District Counsel for the Town of Carmel Sewer, Water and Lighting Districts; and

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

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

AGREEMENT

THIS AGREEMENT, made this ____ day of January 2019, 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 Gregory L. Folchetti, Esq., whose address is 1875 Route 6, Carmel, New York 10512 (hereinafter referred to as "FOLCHETTI").

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of an attorney for the provision of legal services to the TOWN DISTRICTS of the TOWN; and

WHEREAS, FOLCHETTI is an experienced attorney properly licensed by the State of New York and is willing to be retained to provide said services;

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

FOLCHETTI is hereby retained to provide general legal advice to the TOWN DISTRICTS. Legal services in regard to the formation of new improvement districts of every type and nature and legal services and expenses in regard to any and all litigation brought by or against the TOWN DISTRICTS of the TOWN and their members are not included as part of the foregoing services and shall be compensated separately.

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay FOLCHETTI a fixed annual fee of Forty Thousand and no/hundredths (\$40,000.00) dollars in twelve equal monthly installments of Three Thousand Three Hundred Thirty Three and thirty-three/hundredths (\$3,333.33) dollars payable in advance on the first of each month. TOWN agrees to compensate FOLCHETTI for legal services in regard to the formation of new improvement districts of every type and nature and legal services in regard to any and all litigation brought by or against the TOWN DISTRICTS of the TOWN and their members at an hourly rate of TWO HUNDRED FIVE and no/hundredths (\$205.00) dollars per hour for all attorney time not involving litigation and TWO HUNDRED FIVE and no/hundredths (\$205.00) dollars per hour for all attorney time involving litigation; for the time of a paralegal associated with FOLCHETTI at the hourly rate of Seventy-Five and no/hundredths (\$75.00)

dollars and for the time of a secretary associated with FOLCHETTI at the hourly rate of Forty and no/hundredths (\$40.00). FOLCHETTI shall submit itemized vouchers for said services. 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 IV - EXPENSES

It is understood and agreed that the expenses incurred by FOLCHETTI in connection with his representation of the TOWN DISTRICTS and of the TOWN and their members 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 FOLCHETTI will be reimbursed by the TOWN.

SECTION V - INDEMNIFICATION

TOWN agrees to indemnify FOLCHETTI and hold FOLCHETTI harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of FOLCHETTI or his agents, servants or employees, in connection with FOLCHETTI's provision of services under this agreement except for intentional acts or negligence. Nonetheless, FOLCHETTI 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 VI- TERM

The terms of this agreement shall commence on January 1, 2019 and shall terminate on December 31, 2029.

SECTION VII- RENEWAL

This contract shall be subject to renewal by mutual agreement of the parties. TOWN agrees to notify FOLCHETTI whether it intends to renew this Contract no later than December 1, 2022.

SECTION VIII- FOLCHETTI NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that FOLCHETTI shall serve in the capacity of an independent contractor. FOLCHETTI 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: _____

By: _____

KENNETH SCHMITT

GREGORY L. FOLCHETTI, ESQ.

SUPERVISOR

#35

RESOLUTION AUTHORIZING SIGNING OF CONTRACT FOR SPECIAL PLANNING BOARD AND LEGAL SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Joseph A. Charbonneau, 3 Starr Ridge Road, Brewster, NY, 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 Kenneth Schmitt is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made part hereof.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

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

THIS CONTRACT made this 1st day of January, 2019, 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, 2019 and shall continue to December 31, 2022.

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 FIVE DOLLARS (\$205.00) for all attorney time not involving litigation. The TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED FIVE DOLLARS (\$205.00) 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. 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, 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 or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Contract without liability and to deduct from

the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

TWELFTH: The LAW FIRM shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the LAW FIRM as an employer of labor or otherwise. The LAW FIRM shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

THIRTEENTH: No discrimination by the LAW FIRM shall be permitted during the performance of this Contract with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

FOURTEENTH: The TOWN agrees to indemnify the LAW FIRM and hold the LAW FIRM harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reason of the action or omission of the LAW FIRM or his agents, servants or employee, in connection with the LAW FIRM's provision of services under this agreement except for intentional negligence. Nonetheless, the LAW FIRM 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.

FIFTEENTH: All notices of any nature referred to in this Contract shall be in writing and hand delivered or sent by registered or certified mail postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the TOWN:	Town Board of the Town of Carmel 60 McAlpin Avenue Mahopac, New York 10541
--------------	--

To the LAW FIRM:	Law Office of Joseph A. Charbonneau 3 Starr Ridge Road, Suite 203 Brewster, New York 10509
------------------	--

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, 2021.

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: _____
Kenneth Schmitt, Supervisor

By: _____
Joseph A. Charbonneau, Esq.

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

On the _____ day of January in the year 2019 before me, the undersigned personally appeared KENNETH SCHMITT, 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 2019 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

#36

RESOLUTION ACCEPTING PROPOSAL OF JACKSON LEWIS, LLP FOR LABOR COUNSEL SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Jackson, Lewis, LLP, White Plains, NY for the 2019 labor counsel services, said proposal dated December 19, 2018 and in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign and accept said proposal on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____



Jackson Lewis P.C.
44 South Broadway
14th Floor
White Plains, New York 10601
Tel 914 872-8060
Fax 914 946-1216
www.jacksonlewis.com

Representing Management Exclusively in Workplace Law and Related Litigation

ALBANY, NY	GREENVILLE, SC	MONMOUTH COUNTY, NJ	RALEIGH, NC
ALBUQUERQUE, NM	HARTFORD, CT	MORRISTOWN, NJ	RAPID CITY, SD
ATLANTA, GA	HONOLULU, HI*	NEW ORLEANS, LA	RICHMOND, VA
AUSTIN, TX	HOUSTON, TX	NEW YORK, NY	SACRAMENTO, CA
BALTIMORE, MD	INDIANAPOLIS, IN	NORFOLK, VA	SALT LAKE CITY, UT
BIRMINGHAM, AL	JACKSONVILLE, FL	OMAHA, NE	SAN DIEGO, CA
BOSTON, MA	KANSAS CITY REGION	ORANGE COUNTY, CA	SAN FRANCISCO, CA
CHICAGO, IL	LAS VEGAS, NV	ORLANDO, FL	SAN JUAN, PR
CINCINNATI, OH	LONG ISLAND, NY	PHILADELPHIA, PA	SEATTLE, WA
CLEVELAND, OH	LOS ANGELES, CA	PHOENIX, AZ	ST. LOUIS, MO
DALLAS, TX	MADISON, WI	PITTSBURGH, PA	TAMPA, FL
DAYTON, OH	MEMPHIS, TN	PORTLAND, OR	WASHINGTON, DC REGION
DENVER, CO	MIAMI, FL	PORTSMOUTH, NH	WHITE PLAINS, NY
DETROIT, MI	MILWAUKEE, WI	PROVIDENCE, RI	
GRAND RAPIDS, MI	MINNEAPOLIS, MN		

*through an affiliation with Jackson Lewis P.C., a Law Corporation

MY DIRECT DIAL IS: (914) 872-6878
MY EMAIL ADDRESS IS: ROBERT.GUIDOTTI@JACKSONLEWIS.COM

December 19, 2018

VIA EMAIL

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

Re: Proposal for Legal Services

Dear Supervisor Schmitt:

We appreciate the opportunity to submit this proposal to continue to serve as labor and employment counsel to the Town of Carmel. As you know, Jackson Lewis has served the Town in this capacity since January 2012. During our relationship, Jackson Lewis attorneys have enjoyed working with the Town Board and Town management on a number of significant labor and personnel matters. Considering that some of our attorneys and their families live in the Town, we have also appreciated the chance to work with the Town Board on behalf of the community. We welcome the chance to continue our relationship.

For 2019, we are pleased to continue our current hourly rate "cap" of \$275 per hour for all attorneys. This rate cap – which the Firm has provided the Town since we were retained nearly seven years ago – gives the Town a significant discount off our usual hourly rates.

Thank you for considering Jackson Lewis to continue to serve as the Town's labor and employment counsel. If you have any questions, please do not hesitate to contact us.

Very truly yours,

JACKSON LEWIS P.C.

Robert J. Guidotti

RJG/bb

cc: Mr. Michael A. Barile (via email)
Mr. John D. Lupinacci (via email)
Ms. Suzanne McDonough (via email)
Mr. Jonathan Schneider (via email)
Ms. Anne Pasquerello (via email)
Thomas P. McDonough, Esq. (via email)