

ORGANIZATIONAL MEETING  
TOWN HALL, MAHOPAC, N.Y.

The 2014 Organizational Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 8<sup>th</sup> day of January 2014 at 7:11 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt. Councilman Schneider was absent.

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 indicated that Councilman Schneider could not be at the Town Board meeting due to a family emergency. Councilman Lupinacci conveyed Councilman Schneider’s apology for missing such an important meeting.

Supervisor Schmitt announced the details in connection with Christmas tree pick-up for residents serviced by AAA Carting & Rubbish Removal and R & S Waste.

Supervisor Schmitt announced that the Town Board had met earlier at 6:30 p.m. in Executive Session with Glenn Droese, Town Assessor to consider a certiorari settlement. In addition, the Town Board met with Michael Simone, Highway Superintendent in regard to a matter of personnel.

**TOWN OF CARMEL PLANNING BOARD APPOINTMENT MADE - CRAIG PAEPRER**  
**- 1/1/14 through 12/31/20**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Craig Paeprer to the Town of Carmel Planning Board commencing January 1, 2014 and expiring on December 31, 2020.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt stated that Craig Paeprer had been serving as a member of the Zoning Board of Appeals. His move to the Planning Board will now create a vacancy on the ZBA.

**SEATING ORDER OF THE TOWN BOARD MEMBERS SET**

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

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

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

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**ROLL CALL VOTING ORDER OF TOWN BOARD MEMBERS SET**

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

Jonathan Schneider  
John Lupinacci  
Suzanne McDonough  
Frank Lombardi  
Kenneth Schmitt

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lombardi

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

**DATES, TIME AND LOCATION OF TOWN BOARD MEETINGS ESTABLISHED**

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 15, 2014, at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM and

BE IT FURTHER RESOLVED that all work sessions of the Town Board of the Town of Carmel shall be held on the second and fourth Wednesdays of each month commencing Wednesday, January 8, 2014, with the exception of the month of February when the first work session will be held on Tuesday, February 11, 2014 instead of the first Wednesday, February 12, 2014 and with the exception of the month of September when the second work session will be held on Tuesday, September 23, 2014 instead of the second work session held on Wednesday, September 24, 2014, and the month of December when no meetings shall be held on the fourth and fifth Wednesdays. All work sessions shall be held at the Town of Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, with the exception of the work session meeting to be held on Wednesday, April 23, 2014, which shall be held in the hamlet of Carmel at the Carmel Firehouse, Vink Drive, Carmel, NY at 7:00 PM.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

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

**RULES OF ORDER FOR TOWN BOARD MEETINGS SET**

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

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi

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(Cont.)

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

**DESIGNATION OF DEPUTY SUPERVISOR ACKNOWLEDGED - FRANK LOMBARDI**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the designation by Supervisor Schmitt of Frank Lombardi as Deputy Supervisor.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

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

Supervisor Schmitt spoke in recognition of Councilman Lombardi and noted that he earned this designation. Councilman Lombardi expressed his appreciation to the Supervisor for his appointment.

**POLICE COMMISSIONERS APPOINTED - TOWN BOARD**

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: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**TOWN COMPTROLLER APPOINTED - MARY ANN MAXWELL**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Mary Ann Maxwell as Town Comptroller for a term ending December 31, 2015 at the salary contained in the 2014 Budget as adopted.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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(Cont.)

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

Supervisor Schmitt congratulated Mary Ann Maxwell and praised her for her diligent efforts.

**APPOINTMENT OF CONFIDENTIAL SECRETARY TO TOWN SUPERVISOR  
ACKNOWLEDGED - ANNE PASQUERELLO**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Supervisor Kenneth Schmitt of Anne Pasquerello as Confidential Secretary to the Supervisor, for a term ending December 31, 2015 at the salary contained in the 2014 Budget as adopted.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilwoman McDonough, Councilmen Lombardi and Lupinacci

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

Supervisor Schmitt recognized Anne Pasquerello for her outstanding service.

**ASSISTANT TO TOWN BOARD APPOINTED - ANNE PASQUERELLO**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anne Pasquerello as Assistant to the Town Board for a term ending December 31, 2015 at the salary contained in the 2014 Budget as adopted.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

**REGISTRAR OF VITAL STATISTICS APPOINTED - ANN SPOFFORD**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Ann Spofford as Town of Carmel Registrar of Vital Statistics as of January 1, 2014, at the salary contained in the 2014 Budget as adopted.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilmen Lupinacci and Lombardi

(Cont.)

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

**APPOINTMENT OF DEPUTY REGISTRAR OF VITAL STATISTICS  
ACKNOWLEDGED - PHYLLIS BOURGES**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Clerk Ann M. Spofford of Phyllis Bourges as Deputy Registrar of Vital Statistics at the salary contained in the 2014 budget as adopted.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**APPOINTMENT OF TOWN HISTORIAN ACKNOWLEDGED - BRIAN VANGOR**

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the reappointment by Supervisor Kenneth Schmitt of Brian Vangor as the Town of Carmel Town Historian.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt expressed his appreciation to Brian Vangor for his services as Town Historian. He stated with regret however, that Mr. Vangor will be relocating with his family out of the Town of Carmel in April and will be resigning at that time. Supervisor Schmitt encouraged residents who would be interested in applying for the position to contact his office.

**OFFICIAL NEWSPAPERS OF THE TOWN DESIGNATED - PUTNAM COUNTY  
COURIER AND THE MAHOPAC NEWS (JOURNAL NEWS - DAILY)**

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 2014; 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.

(Cont.)

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi and Councilwoman McDonough

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

**OFFICIAL DEPOSITORIES DESIGNATED**

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 2014 in order to obtain the maximum rate of interest on said deposits.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lombardi

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

**INSURANCE AGENT DESIGNATED - SPAIN AGENCY**

RESOLVED that the Town Board of the Town of Carmel hereby appoints the Spain Agency, 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2014.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**PETTY CASH FUNDS AUTHORIZED FOR FISCAL YEAR 2014**

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 2014:

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Supervisor \$200	Town Clerk \$200
Receiver of Taxes \$500	Police Chief \$200
Justice Court \$200	Bldg. Maintenance \$100
Recreation \$200	Supt. of Highways \$200

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci and Councilwoman McDonough

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

**MILEAGE RATE SET FOR FISCAL YEAR 2014**

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2014 at the IRS rate for 2014.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

Councilman Lupinacci noted that the present mileage reimbursement rate for the IRS is 56 cents per mile.

**HIGHWAY DEPARTMENT - RATES SET FOR 2014 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 2014:

- 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: Councilwoman McDonough  
Seconded by: Councilman Lombardi

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

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**COUNCIL MEMBERS AS LIAISONS TO SPECIAL COMMITTEES - DESIGNATED**

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 Frank Lombardi – Liaison to Police Department, Highway Department, Special Legal Counsel, other Governmental Agencies including County, State and School Districts, and Libraries

Councilwoman Suzanne McDonough – Liaison to Planning Board, Recreation, all Lake Park District Advisory Boards (Casse, Secor, Teakettle Spout & Mahopac), Cable TV Advisory Board, Other Governmental Agencies including County, State and School Districts, Liaison to the Hamlet of Carmel Civic Association

Councilman John Lupinacci – Liaison to Police Department, Recreation, Finance, and all Lake Park District Advisory Boards (Casse, Secor, Teakettle Spout & Mahopac) Administrative Boards to include Planning, Zoning, ECB, ARB, Ethics Board and Libraries .

Councilman Jonathan Schneider – Liaison to Highway Department, Finance, Administrative Boards to include Zoning, ECB, ARB 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: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**CHAIRMAN OF TOWN OF CARMEL PLANNING BOARD APPOINTED FOR 2014 - HAROLD GARY**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Harold Gary as Chairman of the Town of Carmel Planning Board for the year 2014.

Resolution

Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi

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

**VICE-CHAIRMAN OF TOWN OF CARMEL PLANNING BOARD APPOINTED FOR 2014 - RAYMOND COTE'**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Raymond Cote' as Vice-Chairman of the Town of Carmel Planning Board for the year 2014.



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Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

**CHAIRMAN OF TOWN OF CARMEL ARCHITECTURAL REVIEW BOARD  
APPOINTED FOR 2014 - FRANK PICCONE**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Frank Piccone as Chairman of the Town of Carmel Architectural Review Board for the year 2014.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilmen Lombardi and Lupinacci

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

**VICE-CHAIRWOMAN OF TOWN OF CARMEL ARCHITECTURAL REVIEW BOARD  
APPOINTED FOR 2014 - ANGELA BRIANTE**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Angela Briante as Vice-Chairwoman of the Town of Carmel Architectural Review Board for the year 2014.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**APPOINTMENT MADE TO TOWN OF CARMEL BOARD OF ARCHITECTURAL  
REVIEW - WILLIAM ROSSITER - RETROACTIVE TO 8/17/13 AND EXPIRING  
8/16/16**

RESOLVED that the Town Board of the Town of Carmel hereby appoints William Rossiter to the Town of Carmel Board of Architectural Review for a term commencing retroactive to August 17, 2013 and expiring August 16, 2016.

Resolution

Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi

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

**WETLANDS INSPECTOR REAPPOINTED - DAVID KLOTZLE**

RESOLVED that the Town Board of the Town of Carmel hereby reappoints David Klotzle as Wetlands Inspector for the year 2014 at the salary contained in the 2014 Budget as adopted.

ResolutionOffered by: Councilman LupinacciSeconded by: Councilman Lombardi and Councilwoman McDonough

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

**CHAIRMAN OF TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD APPOINTED FOR 2014 - CARL STONE**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Carl Stone as Chairman of the Town of Carmel Environmental Conservation Board for the year 2014.

ResolutionOffered by: Councilwoman McDonoughSeconded by: Councilman Lupinacci

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

**VICE-CHAIRMAN OF TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD APPOINTED FOR 2014 - ROBERT LAGA**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Laga as Vice-Chairman of the Town of Carmel Environmental Conservation Board for the year 2014.

ResolutionOffered by: Councilman LombardiSeconded by: Councilwoman McDonough

**8 JANUARY 2014  
ORGANIZATIONAL MEETING**

(Cont.)

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

**REAPPOINTMENT MADE TO TOWN OF CARMEL ENVIRONMENTAL  
CONSERVATION BOARD - MARC PEKOWSKY - RETROACTIVE TO 6/14/13 AND  
EXPIRING 6/13/16**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Marc Pekowsky to the Town of Carmel Environmental Conservation Board for a term commencing retroactive to June 14, 2013 and expiring June 13, 2016.

Resolution

Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi

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

**REAPPOINTMENT MADE TO TOWN OF CARMEL ENVIRONMENTAL  
CONSERVATION BOARD - VINCENT TURANO - RETROACTIVE TO 6/14/13 AND  
EXPIRING 6/13/16**

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Vincent Turano to the Town of Carmel Environmental Conservation Board for a term commencing retroactive to June 14, 2013 and expiring June 13, 2016.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

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

**CHAIRMAN OF TOWN OF CARMEL ZONING BOARD OF APPEALS APPOINTED  
FOR 2014 - MARK FRASER**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Mark Fraser as Chairman of the Town of Carmel Zoning Board of Appeals for the year 2014.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilmen Lupinacci and Lombardi

8 JANUARY 2014  
ORGANIZATIONAL MEETING

(Cont.)

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

**VICE-CHAIRMAN OF TOWN OF CARMEL ZONING BOARD OF APPEALS  
APPOINTED FOR 2014 - JOHN MAXWELL**

RESOLVED that the Town Board of the Town of Carmel hereby appoints John Maxwell as Vice-Chairman of the Town of Carmel Zoning Board of Appeals for the year 2014.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

Councilwoman McDonough briefly exited the meeting.

**APPOINTMENT MADE TO TOWN OF CARMEL BOARD OF ASSESSMENT REVIEW  
- JEFFREY ROE - RETROACTIVE TO 10/1/13 AND EXPIRING 9/30/18**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Jeffrey Roe to the Town of Carmel Board of Assessment Review for a term commencing retroactive to October 1, 2013 and expiring September 30, 2018.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi

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

**PUBLIC HEARING SCHEDULED FOR 2/5/14 - FIRE PROTECTION CONTRACTS  
AND AMBULANCE DISTRICT CONTRACTS**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts for the year 2014, to be held on the 5<sup>th</sup> day of February, 2014 at the Town Hall, 60 McAlpin Avenue, Mahopac, NY at 7:00 p.m. or soon thereafter that evening as possible; said contracts to be advertised and posted as follows:

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ORGANIZATIONAL MEETING

(Cont.)

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 733,000.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$1,717,720.00
Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 490,000.00
Carmel Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 210,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services- Carmel Ambulance District #1	\$ 12,300.00

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to publish a notice of the Public Hearing in the official newspapers of the Town and to post a notice of said hearing on the bulletin board of the Town, said notices to be published and posted a minimum of ten days prior to the Public Hearing.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

**CONTRACT FOR LEGAL SERVICES AS SPECIAL COUNSEL TO THE TOWN OF CARMEL PLANNING BOARD, ENVIRONMENTAL CONSERVATION BOARD, ARCHITECTURAL REVIEW BOARD AND BOARD OF ETHICS, AND TOWN PROSECUTOR - AUTHORIZED - JOSEPH A. CHARBONNEAU - 1/1/14 TO 12/31/17**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Joseph A. Charbonneau, 2 Starr Ridge Road, Brewster, NY, for legal services as Special Counsel to the Town of Carmel Planning Board, Environmental Conservation Board, Architectural Review Board and Board of Ethics and Town Prosecutor for the term commencing January 1, 2014 and concluding December 31, 2017; 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: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

8 JANUARY 2014  
ORGANIZATIONAL MEETING

(Cont.)

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

**THIS CONTRACT** made this 1<sup>st</sup> day of January, 2014, 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, 2014 and shall continue to December 31, 2017.

**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)

**8 JANUARY 2014  
ORGANIZATIONAL MEETING**

(Cont.)

dollars in twelve equal monthly instalments 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 ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) for all attorney time not involving litigation. The TOWN agrees to pay to the LAW FIRM an hourly rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) 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

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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.

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ORGANIZATIONAL MEETING**

(Cont.)

**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

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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

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8 JANUARY 2014  
ORGANIZATIONAL MEETING

(Cont.)

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, 2017.

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.

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

On the \_\_\_\_\_ day of January in the year 2014 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 6th day of January in the year 2014 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

EMILY G. NAUGHTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02NA6267265  
Qualified in Westchester County  
My Commission Expires August 15, 2016

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8 JANUARY 2014  
ORGANIZATIONAL MEETING

**PROPOSAL ACCEPTED FOR PLANNING CONSULTING SERVICES - PATRICK CLEARY OF CLEARY CONSULTING**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Patrick Cleary of Cleary Consulting, Northport, NY, for the provision of planning consulting services, commencing immediately, for an annual sum not to exceed \$70,000.00, and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form and content satisfactory to counsel, Supervisor Kenneth Schmitt is authorized to execute a contract for said services and any other documentation necessary to accept the aforementioned proposal.

Resolution

Offered by: Supervisor Schmitt  
Seconded by: Councilman Lombardi

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

**CONTRACT FOR LEGAL SERVICES AUTHORIZED - TOWN COUNSEL AND COUNSEL TO THE TOWN OF CARMEL ZONING BOARD OF APPEALS - GREGORY L. FOLCHETTI, ESQ. - 1/1/14 TO 12/31/17**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, 1875 Route Six, Carmel, NY, for legal services as Town Counsel to the Town of Carmel as well as Counsel to the Town of Carmel Zoning Board of Appeals for the term commencing January 1, 2014 and concluding December 31, 2017; 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: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

**AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2014, 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;

**8 JANUARY 2014  
ORGANIZATIONAL MEETING**

(Cont.)

**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 the TOWN agrees to pay FOLCHETTI an hourly rate of One Hundred Twenty-Five and no/hundredths (\$125.00) dollars per hour for all attorney time not involving litigation and One Hundred Seventy-Five and no/hundredths (\$175.00) 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 One Hundred Seventy-Five and no/hundredths (\$175.00) 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.

**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.

8 JANUARY 2014  
ORGANIZATIONAL MEETING

(Cont.)

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 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, 2014 and shall terminate on December 31, 2017.

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, 2017.

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

Supervisor Schmitt lauded the services of Gregory L. Folchetti.

**SIGNING OF CONTRACT FOR SPECIAL DISTRICT COUNSEL LEGAL SERVICES -  
AUTHORIZED - GREGORY L. FOLCHETTI, ESQ. - 1/1/14 TO 12/31/17**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, 1875 Route Six, Carmel, NY, for legal services as Counsel to the all Improvement Districts of the Town of Carmel for the term commencing January 1, 2014 and concluding December 31, 2017; 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: Councilman Lombardi

Seconded by: Councilman Lupinacci

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

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of January 2014, 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 One Hundred Twenty-Five and no/hundredths (\$125.00) dollars per hour for all attorney time not involving litigation and One Hundred Seventy-Five and no/hundredths (\$175.00) 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 amended 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.

(Contract does not contain Section III)

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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 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, 2014 and shall terminate on December 31, 2017.

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, 2017.

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

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

KENNETH SCHMITT  
SUPERVISOR

GREGORY L. FOLCHETTI ESQ.

By: 

GREGORY L. FOLCHETTI, ESQ.

Councilwoman McDonough returned to the meeting.

**ATTENDANCE OF OFFICERS AND EMPLOYEES TO ATTEND THE 2014 ASSOCIATION OF TOWNS CONFERENCE - AUTHORIZED**

WHEREAS the Annual Meeting and Training School of the Association of Towns is to be held in New York, NY from February 16<sup>th</sup> through the 19<sup>th</sup>, 2014; 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 2014 Conference and Seminars line of the Court Budget:

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Joseph Spofford – Town Justice  
Thomas Jacobellis – Town Justice  
Patricia Genna – Court Clerk  
Ann Petricig – Account Clerk  
Marie Paprocki – Clerk to Justice  
Lisa Laquidara – Clerk to 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: Supervisor Schmitt  
Seconded by: Councilmen Lombardi and Lupinacci

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

Supervisor Schmitt stated that this is a very informative conference that provides valuable information to all who attend it.

**TOWN OF CARMEL VOTING DELEGATE AND ALTERNATE VOTING DELEGATE AT THE 2014 ASSOCIATION OF TOWNS ANNUAL BUSINESS SESSION DESIGNATED - COUNCILMAN JOHN LUPINACCI, DELEGATE AND COUNCILWOMAN SUZANNE MCDONOUGH, ALTERNATE VOTING DELEGATE**

RESOLVED that Councilman John Lupinacci is hereby designated as the voting delegate and Councilwoman Suzanne McDonough is hereby designated as the alternate voting delegate of the Town of Carmel to the 2014 Annual Business Session of the Association of Towns of the State of New York to be held in New York City from February 16<sup>th</sup> through the 19<sup>th</sup> , 2014 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: Councilman Lupinacci  
Seconded by: Councilman Lombardi

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

**SALARIES SET FOR FISCAL YEAR 2014 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 2014 for the following officials and employees of the Town not covered under the terms of a Collective Bargaining Agreement: Receiver of Taxes, Director of Parks & Recreation, Town Assessor, Deputy Town Clerk, Deputy Highway Superintendent, Confidential Secretary to the Supervisor/Assistant to the Town Board, at the amounts set forth in the 2014 budget as adopted.

(Cont.)

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**2014 TOWN OF CARMEL SUBJECT MATTER LIST AND OFFICE RETENTION SCHEDULE - ADOPTED**

RESOLVED that, upon the recommendation of Ann Spofford, Town Clerk, the Town Board of the Town of Carmel hereby adopts the Town of Carmel 2014 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci and Councilwoman McDonough

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

**EXECUTION OF MEMBER AGREEMENT ENDORSEMENT WITH NEW YORK STATE MUNICIPAL WORKERS’ COMPENSATION ALLIANCE - AUTHORIZED**

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 2014.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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

**PUBLIC COMMENTS**

Michael Barile inquired with regard to the resolution making the appointment to the Planning Board, which member was coming off.

Supervisor Schmitt stated that Emma Kounine’s term had expired.

Mr. Barile inquired with regard to the resolution designating official depositories, if more than one bank had been authorized by the Town Board.



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Supervisor Schmitt stated that the Town of Carmel does business with several local banks.

Nick Fannin inquired about the proposal accepted from Patrick Cleary of Cleary Consulting.

Supervisor Schmitt indicated that Mr. Cleary provides professional planning consulting services which include the review of site plans and applications. He offers technical assistance to the members of the Planning Board and Town Board.

Gregory Folchetti, Legal Counsel pointed out that for a time, the Town of Carmel employed a full-time planner for these services. He added that since 2004, the Town engaged consulting services. Mr. Cleary deals with every Planning Board application and provides consulting services with regard to SEQR impacts as well as conformance with the Town of Carmel's Master Plan.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all Town Board members present in agreement, the meeting was adjourned at 7:59 p.m. to the previously scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk