

18 JULY 2012

**TOWN BOARD MEETING
TOWN HALL, MAHOPAC, N.Y.**

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 18th day of July 2012 at 7:05 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business and a moment of silence was observed to honor those serving in the United States Armed Forces.

**MINUTES OF TOWN BOARD MEETING HELD ON 6/21/12 AND 7/3/12 - ACCEPT
AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present voting "aye", the minutes of the Town Board meetings held on June 21st and July 3rd, 2012 were accepted as submitted by the Town Clerk.

**CARMEL WATER DISTRICT NO. 8 - PUBLIC INTEREST ORDER IN THE MATTER
OF THE INCREASE AND IMPROVEMENT OF FACILITIES - PURCHASE AND
INSTALLATION OF APPROXIMATELY 13,400 LINEAR FEET OF 8" WATER MAIN -
MAXIMUM ESTIMATED COST OF \$2,200,000.00**

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Water District No. 8, in the Town of Carmel, Putnam County, New York, being the purchase and installation of approximately 13,400 linear feet of 8" water main, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$2,200,000 and

WHEREAS, at a meeting of said Town Board duly called and held on June 21, 2012, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of Facilities of Water District No. 8 in said Town at a maximum estimated cost of \$2,200,000, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Mahopac, New York, in said Town, on July 11, 2012, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard;

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

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the Facilities of Water District No. 8, in the Town of Carmel, Putnam County, New York, consisting of the purchase and installation of approximately 13,400 linear feet of 8" water main, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$2,200,000.

Section 2. This Order shall take effect immediately.

Resolution

Offered by: Councilman Schneider

Seconded by: Councilman Lombardi

(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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>

CARMEL WATER DISTRICT NO. 8 - ISSUANCE OF \$2,200,000.00 BONDS OF THE TOWN OF CARMEL TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES AUTHORIZED - PURCHASE AND INSTALLATION OF APPROXIMATELY 13,400 LINEAR FEET OF 8” WATER MAIN

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Water District No. 8, in the Town of Carmel, Putnam County, New York, at a maximum estimated cost of \$2,200,000; and

WHEREAS, said improvements have been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, said regulation provides will not result in any significant environmental effects;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of Water District No. 8, in the Town of Carmel, Putnam County, New York, consisting of the purchase and installation of approximately 13,400 linear feet of 8” water main, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$2,200,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$2,200,000 and that the plan for the financing thereof is by the issuance of the \$2,200,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific of object or purpose is forty years pursuant to subdivision 1 of paragraph a of Section 18.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Water District No. 8 in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the

(Cont.)

Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at his sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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>

BUILDING DEPARTMENT - ATTENDANCE AT SEMINAR AUTHORIZED - MICHAEL CARNAZZA AND ASSISTANT BUILDING INSPECTOR STEVEN VELARDO

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Building Inspector Michael Carnazza and Assistant Building Inspector Steven Velardo to attend the New York State Department of State Code Enforcement In-Service Training Program offered in Dutchess County, NY on September 4th through September 6th, 2012; and

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

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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>

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

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

Cody D. DeNapoli, Mahopac, NY
Casey Reynolds, Mahopac, NY

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

Michael DiPasquale, Mahopac, NY
Diane Mayer, Mahopac, NY
Amanda Erickson, Mahopac, NY

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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 expressed appreciation to the new members joining the Mahopac Volunteer Fire Department and acknowledged the members who have left the fire department for their past service.

LAKE SECOR PARK DISTRICT ADVISORY BOARD - APPOINTMENT MADE - CAROLYN A. STIMAN

RESOLVED that the Town Board of the Town of Carmel hereby appoints Carolyn A. Stiman to the Lake Secor Park District Advisory Board, effective immediately.

Resolution
Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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 Ms. Stiman for her volunteerism.

ENTRY INTO PUTNAM WORKFORCE PARTNERSHIP AGREEMENT WITH THE COUNTY OF PUTNAM - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into a Worksite Agreement between the Workforce In Action/Putnam Workforce Partnership for the purpose of providing to the Town of Carmel participants who will perform various types of labor and employment services at no cost to the Town of Carmel, said agreement to be 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 said agreement on behalf of the Town of Carmel.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Schneider

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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>

Agreement with Worksite Sponsor- Town of Carmel

THIS AGREEMENT made the _____ day of _____, 2012, by and between the Department of Social Services in the COUNTY OF PUTNAM, with offices located at 110 Old Route 6, Carmel, New York (hereinafter "COUNTY"), and TOWN OF CARMEL, with offices at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter "SPONSOR"):

WHEREAS, the COUNTY is charged with receiving and administering federal funds to be used for work experience and work activities through federally funded programs pursuant to, among other things, the Youth Program section of the Workforce Investment Act, conducted in accordance with State Social Services Law and regulations; and

(Cont.)

WHEREAS, such work experience/activities may include the operation of an activity of a governmental unit, a non-profit agency or an institution, pursuant to an agreement with the COUNTY in accordance with state law and regulations; and

WHEREAS, SPONSOR is a state or federal government institution, a municipality or subdivision of a municipality, a public agency, or a public or private non-profit entity, and desires to provide work experience/activities for children pursuant to the Youth Program section of the Workforce Investment Act under an agreement complying with such provision of law and regulations.

NOW, THEREFORE, it is agreed that:

1. The COUNTY shall assign participants to the SPONSOR who shall provide work experience and assign work activities to such participants in accordance with the provisions of this Agreement and applicable laws and regulations.
2. Work experience/activities by the participants assigned will take place at Town of Carmel, Town Hall, 60 McAlpin Avenue, Mahopac, New York (the "Worksite"). The work experience/activities assigned must serve a useful purpose and shall include, but not be limited to, building and grounds general clean-up, mowing, weed-whacking, planting, cleaning TOWN vehicles, as well as general office and clerical work, including answering phones, sorting mail, filing and computer data entry at the Worksite.
3. The assignment of a participant to a work experience/activity must not result in:
 - a. the displacement of any current employee or loss of job or position, including partial displacement such as the reduction of hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
 - b. the assignment of a participant to a work experience/activity when an employee is on layoff from the same or any equivalent position, or the employer has terminated the employment of any regular employee or otherwise has reduced its workforce with the effect of filling the resultant functional vacancy with such participant;
 - c. any infringement of the promotional opportunities of SPONSOR's employees;
 - d. the performance by such participant of a substantial portion of the work ordinarily and actually performed by SPONSOR's regular employees;
 - e. the loss of a bargaining unit position as a result of the participant performing, in whole or in part, the work normally performed by the employee in such position.

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4. Work experience/activity assignments shall not be made at any worksite at which the regular employees are on a legal strike against the employer or are being subjected to a lock out by the employer.
5. No participant shall be assigned to a work experience/activity that conflicts with his/her bona fide religious beliefs.
6. The COUNTY will advise the SPONSOR as to the number of mandatory hours for which each participant may participate in the work experience/activity each week. The COUNTY shall be responsible to compensate each participant for work experience/activity(s) performed by such participant. A participant shall be entitled to an hourly wage of up to \$10.00 per hour but in no event may a participant work more than (35) hours per week. The limitation of the number of hours of work experience/activity(s) to which a participant may be assigned does not mean that such participant is receiving a wage for the performance of such activity(s).
7. The COUNTY will advise the SPONSOR as to any limitations a participant may have with regards to the nature of the work experience/activity(s) in which they may participate; participants will be required to perform only those activities that are within their physical capabilities.
8. The SPONSOR will maintain and provide, as requested by the COUNTY, time records with respect to each participant's work experience/activity(s) and SPONSOR shall ensure that such time records include the SPONSOR's name and address, the participant's name, the participant's hours worked in work experience/activity(s) and the period covered by such particular time records. The SPONSOR will notify the COUNTY if a participant refuses/fails to perform assigned work experience/activity(s).

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9. The SPONSOR warrants that it will not discriminate on the grounds of age, race, color, religion, sex, national origin, or mental or physical disability.
10. Participants shall not be required to travel an unreasonable distance from their homes (generally speaking, a round trip lasting more than two hours) or to remain away from their home overnight for the purpose of participating in work experience/activity(s).
11. The SPONSOR shall provide each participant workers' compensation coverage or equivalent protection for on-the-job injuries and tort claims protection on the same basis, albeit not necessarily at the same benefit level, as such protections are provided to SPONSOR's employees.
12. The SPONSOR shall promptly notify the COUNTY of a participant's absence (whether for illness or other) except when such absence is on a pre-planned basis approved by the COUNTY. Such notification shall include prompt telephone notice to the COUNTY followed by written confirmation, if requested. Additionally, the SPONSOR shall report to the COUNTY any injury or illness of any participant.

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13. The SPONSOR shall provide adequate supervision to the participant. The SPONSOR will review the performance and attitude of all participants with a COUNTY representative at regular and mutually convenient intervals.
14. The SPONSOR will establish and maintain appropriate standards of health, safety and other work conditions to ensure that participants are adequately protected against hazards or activities that may adversely affect their health and/or safety. Such standards shall meet or exceed those required by public employee safety and health standards as established by New York State Labor Law §27-a.

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15. The COUNTY will provide transportation or will meet the cost of transportation and provide other supportive services as may be required by participants.
16. The SPONSOR shall provide any special clothing, specific tools and/or equipment that may be required for the participants to perform work experience/activity(s).
17. Participants may be required to operate a motor vehicle in the course of executing work experience/activity(s). In such case, the SPONSOR shall provide the motor vehicle and shall also provide adequate liability insurance for such motor vehicle, which insurance shall cover the participant operating such vehicle. Only properly licensed participants may be assigned such work experience/activity(s).
18. The SPONSOR may terminate the work experience/activity(s) of any participant provided the COUNTY is promptly furnished by the SPONSOR with a written evaluation of the participant's performance and the reason for such termination.
19. The SPONSOR may offer temporary or permanent employment to any participant provided the SPONSOR furnishes the COUNTY written notice of such offer of employment and the participant's acceptance or rejection thereof, including job description, wages and date of prospective employment.
20. The SPONSOR agrees to indemnify and save harmless the State of New York and the County of Putnam, their officers, employees and agents from and against all liability, loss or damage they may suffer as a result of any claims, demands, costs, judgments or damages to state or county property in the care, custody or control of the SPONSOR arising directly or indirectly out of this Agreement, including losses arising out of the negligent acts or omissions of the SPONSOR. The SPONSOR further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or

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indirectly arising out of this Agreement, at its sole cost and expense, and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the SPONSOR to indemnify the State of New York and County of Putnam, their officers, agents or employees from its or their sole negligence. The SPONSOR further affirms that it will comply in the performance of the Agreement with all applicable provisions of the Labor Law, Workers' Compensation Law, State Employment Insurance Law, State General Obligations Law, Federal Social Security Law and any and all rules and regulations promulgated by the U.S. Department of Health and Human Services, the Commissioner of Labor of the State of New York, and any other applicable laws, rules and regulations.

21. This Agreement shall take effect on July 1, 2012 and terminate on June 30, 2014.
22. The COUNTY, upon ten (10) days' notice to the SPONSOR, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest.
23. The SPONSOR, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the SPONSOR deems it to be in its best interest.
24. This Agreement shall not be modified except by further written agreement signed by both parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

READ & APPROVED:

THE COUNTY OF PUTNAM:

Date
Adrienne L. Spadaccini
Senior Deputy County Attorney
For Risk and Compliance

Date
MaryEllen Odell
County Executive

Date
Jennifer S. Bumgarner
County Attorney

Date
Michael J. Piazza, Jr., Commissioner
Putnam County Department of Social
Services

Date
William J. Carlin, Jr.
Commissioner of Finance

SPONSOR:

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

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HIGHWAY DEPARTMENT - AWARD OF BID CAPITAL EQUIPMENT AUTHORIZED - 2013 4X4 SIX-WHEEL TRUCKS WITH COMBINATION DUMP BODY, SPREADER, SNOW PLOW AND CENTRAL HYDRAULIC SYSTEMS - GABRIELLI TRUCK SALES

WHEREAS the Town Board of the Town of Carmel has previously authorized the solicitation of bids for the purchase of new model 2013 4x4 Six-Wheel Trucks with combination dump body, spreader, snow plow and central hydraulic systems for the Town of Carmel Highway Department; and

WHEREAS said bids were received and opened by the Town Clerk who has prepared and forwarded a bid opening memo dated July 10, 2012 to the Town Board, a copy of which is on file in the Office of Town Clerk; and to the Town of Carmel Highway Department; and

WHEREAS, Town Highway Superintendent Michael Simone has recommended the awarding of the aforesaid bid to Gabrielli Truck Sales, Hicksville, NY, the lowest responsible bidder meeting all specifications;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby awards the aforesaid bid to Gabrielli Truck Sales, Hicksville, NY at a total unit bid price of \$185,398.00 plus \$10,858.00 for plow option; and ;

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute any other and further documentation necessary to accept such bid and contract for said services.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	<u>X</u>	<u> </u>
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>

The resolution was originally offered by Councilman Lupinacci and seconded by Councilwoman McDonough. Prior to the roll call vote, Councilman Schneider offered a motion which was seconded by Councilman Lupinacci, to amend the resolution to reflect that the bids were received and opened by the Town Clerk Ann Garris, not the Highway Superintendent, Michael Simone. The above roll call vote was then taken.

PUBLIC COMMENTS - AGENDA ITEMS

No member of the public wished to comment at this time.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

OPEN FORUM - PUBLIC COMMENTS

No member of the public wished to comment at this time.

OPEN FORUM - TOWN BOARD MEMBER COMMENTS

Councilman Lombardi announced that the St. James the Apostle Church's annual fair commences this evening.

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Councilman Lombardi went on to address the issue of illegal signs in the Town and pointed out that grand opening flags and the like, must be taken down in a timely manner. He added that the Building Department will be issuing violations to the offending business owners.

Councilman Lombardi then spoke regarding the proliferation of storage containers. He pointed out that the illegal structures must be removed or a notice of violation will be issued.

Supervisor Schmitt announced that the Sunset Concert Series is continuing tomorrow with a performance by the local band Dead End at 7:00 p.m. at the Mahopac Chamber Park.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all Town Board members present and in agreement, the meeting was adjourned at 7:22 p.m. to Executive Session to discuss a NYSDEC proposed Consent Order in connection with Carmel Sewer District #2.

Respectfully submitted,

Ann Garris, Town Clerk