

ORGANIZATIONAL MEETING  
TOWN HALL, MAHOPAC, N.Y.

The 2019 Organizational Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 2<sup>nd</sup> day of January 2019 at 7:07 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Barile, Councilman Lupinacci, Councilwoman McDonough 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 announced that the Town Board met at 6:00 p.m. in Executive Session in connection with a contractual matter.

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, Suzanne McDonough, Kenneth Schmitt, John Lupinacci and Michael Barile.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

Roll Call Vote	YES	NO	
Michael Barile	X		Absent
Jonathan Schneider			
John Lupinacci	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

ROLL CALL VOTING ORDER OF TOWN BOARD MEMBERS SET

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

Michael Barile  
Jonathan Schneider  
John Lupinacci  
Suzanne McDonough  
Kenneth Schmitt

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

Roll Call Vote	YES	NO	
Michael Barile	X		Absent
Jonathan Schneider			
John Lupinacci	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

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 16, 2019, at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM except in the month of July where there shall be a meeting on Tuesday, July 2, 2019, instead of Wednesday, July 3, 2019; and

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

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

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Michael Barile	<u>X</u>	<u>          </u>	
Jonathan Schneider	<u>          </u>	<u>          </u>	Absent
John Lupinacci	<u>X</u>	<u>          </u>	
Suzanne McDonough	<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: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**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>	
Michael Barile	<u>X</u>	<u>          </u>	
Jonathan Schneider	<u>          </u>	<u>          </u>	Absent
John Lupinacci	<u>X</u>	<u>          </u>	
Suzanne McDonough	<u>X</u>	<u>          </u>	
Kenneth Schmitt	<u>X</u>	<u>          </u>	

2 JANUARY 2019  
ORGANIZATIONAL MEETING

**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 2019 at the unit rates referenced in the proposals filed in the Office of the Town Clerk; and

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

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Michael Barile	<u>X</u>	<u>          </u>	Absent
Jonathan Schneider	<u>          </u>	<u>          </u>	
John Lupinacci	<u>X</u>	<u>          </u>	
Suzanne McDonough	<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 2019 in order to obtain the maximum rate of interest on said deposits.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Barile

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Michael Barile	<u>X</u>	<u>          </u>	Absent
Jonathan Schneider	<u>          </u>	<u>          </u>	
John Lupinacci	<u>X</u>	<u>          </u>	
Suzanne McDonough	<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 Brown and Brown of NY, Inc., d/b/a Spain Agency, 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2019.

Resolution

Offered by: Councilman Barile  
Seconded by: Councilwoman McDonough

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

2 JANUARY 2019  
ORGANIZATIONAL MEETING

**PETTY CASH FUNDS AUTHORIZED FOR FISCAL YEAR 2019**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the establishment of Petty Cash Funds in the following departments at the following amounts for fiscal year 2019:

Supervisor \$200	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: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**MILEAGE RATE SET FOR FISCAL YEAR 2019**

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

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilwoman McDonough

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

Supervisor Schmitt noted that the IRS rate for mileage reimbursement for 2019 is .58 per mile.

**HIGHWAY DEPARTMENT - RATES SET FOR 2019 TEMPORARY HELP**

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for Highway Department temporary help for fiscal year 2019:

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

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Barile

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

2 JANUARY 2019  
ORGANIZATIONAL MEETING

**COUNCIL MEMBERS AS LIAISONS TO SPECIAL COMMITTEES DESIGNATED - OFFERED AS PRE-FILED**

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

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

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

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

Councilman Jonathan Schneider – Liaison to Highway Department, Administrative Boards to include Zoning, ECB, and Ethics Board, Liaison to Hamlet of Carmel Civic Association, and other Government agencies including County, State and School Districts, and the local Chambers of Commerce.

Resolution

Offered by: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**CHAIRMAN OF PLANNING BOARD APPOINTED FOR 2019 - CRAIG PAEPRER**

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

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt explained that Craig Paeprer is replacing longtime chairman Harold Gary. He expressed the Town Board’s sincere appreciation and best wishes to Mr. Gary on his retirement.

2 JANUARY 2019  
ORGANIZATIONAL MEETING

**VICE-CHAIRMAN OF PLANNING BOARD APPOINTED FOR 2019 - ANTHONY GIANNICO**

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

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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

**CHAIRMAN OF ZONING BOARD OF APPEALS APPOINTED FOR 2019 - JOHN MAXWELL**

RESOLVED that the Town Board of the Town of Carmel hereby appoints John Maxwell as Chairman of the Town of Carmel Zoning Board of Appeals for the year 2019.

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

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

**VICE-CHAIRMAN OF ZONING BOARD OF APPEALS APPOINTED FOR 2019 - PHILIP AGLIETTI**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Philip Aglietti as Vice-Chairman of the Town of Carmel Zoning Board of Appeals for the year 2019.

Resolution  
Offered by: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**CHAIRMAN OF ENVIRONMENTAL CONSERVATION BOARD APPOINTED FOR 2019 - ROBERT LAGA**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Laga as Chairman of the Town of Carmel Environmental Conservation Board for the year 2019.

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**VICE-CHAIRMAN OF ENVIRONMENTAL CONSERVATION BOARD APPOINTED FOR 2019 - NICHOLAS FANNIN**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Nicholas Fannin as Vice-Chairman of the Town of Carmel Environmental Conservation Board for the year 2019.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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

**SALARIES SET FOR FISCAL YEAR 2019 FOR CERTAIN OFFICIALS OF THE TOWN AND FOR EMPLOYEES OF THE TOWN NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT**

RESOLVED that the Town Board of the Town of Carmel hereby sets the salaries for fiscal year 2019 for the following officials and employees of the Town not covered under the terms of a Collective Bargaining Agreement: Town Comptroller, Receiver of Taxes, Town Justices, Town Engineer, Director of Parks & Recreation, Town Assessor, Deputy Town Clerk, Deputy Highway Superintendent, Deputy Receiver of Taxes, Clerk to Town Justices, Confidential Secretary to the Supervisor/Assistant to the Town Board, at the amounts set forth in the 2019 budget as adopted.

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

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

**HIGHWAY DEPARTMENT - JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK II CREATED AND APPOINTMENT MADE - STACI NORTON**

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

Resolution

Offered by: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**ENGINEERING DEPARTMENT - JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK II CREATED AND APPOINTMENT MADE - DONNA ESTEVES**

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

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**JUSTICE COURT - JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK CREATED AND APPOINTMENT MADE - FRANCINE SCHMANSKY**

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

Resolution

Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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



2 JANUARY 2019  
ORGANIZATIONAL MEETING

**RECEIVER OF TAXES DEPARTMENT - JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK CREATED AND APPOINTMENT MADE - ANTOINETTE PESAVENTO**

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

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Barile

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

**COMPTROLLER’S OFFICE - JOB CLASSIFICATION OF SENIOR ACCOUNT CLERK CREATED AND APPOINTMENT MADE - MICHELLE RUSSELL**

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

Resolution  
Offered by: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**APPOINTMENTS MADE TO LAKE CASSE PARK DISTRICT ADVISORY BOARD - 1/1/19 THROUGH 12/31/19**

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

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

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

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

**APPOINTMENTS MADE TO LAKE MAHOPAC PARK DISTRICT ADVISORY BOARD  
AND SUB COMMITTEE - 1/1/19 TO 12/31/19**

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

Edward A. Barnett  
Jay Crawford  
Charles Langlitz  
James Maxwell  
John Maxwell

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

Robert Frenkel  
William Frumkin  
Joseph Massaro  
Bert Melchner  
Mark Robertson  
William D. Spain, Jr.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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

**ATTENDANCE OF OFFICERS AND EMPLOYEES TO ATTEND THE 2019  
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 17<sup>th</sup> through the 20<sup>th</sup>, 2019; and  
WHEREAS in the past, the information and training available at said meeting and the seminars conducted there have proved to be helpful to Town Officers and employees in the performance of their duties and it is in the best interest of the Town of Carmel to have certain of its officers and employees attend such meeting and training schools;

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the following officers and employees of the Town to attend the Association of Towns Conference in New York, NY and that the reasonable and necessary expenses of said persons be reimbursed by the Town upon audit and approval by the Town Comptroller to the extent reserved in the 2019 Conference and Seminars line of the Court Budget:

Joseph Spofford – Town Justice  
Thomas Jacobellis – Town Justice  
Patricia Genna – Town Court Clerk  
Francine Schmansky – Senior Account Clerk  
Marie Paprocki – Clerk to Town Justice  
Lisa Laquidara – Clerk to Town Justice

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

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Barile

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

**2019 ASSOCIATION OF TOWNS BUSINESS SESSION - TOWN OF CARMEL**  
**VOTING DELEGATE AND ALTERNATE VOTING DELEGATE DESIGNATED**

RESOLVED that Supervisor Kenneth Schmitt is hereby designated as the voting delegate and Councilman Michael Barile is hereby designated as the alternate voting delegate of the Town of Carmel to the 2019 Annual Business Session of the Association of Towns of the State of New York to be held in New York City from February 17<sup>th</sup> through the 20<sup>th</sup>, 2019 and are hereby authorized to cast the vote of the Town of Carmel pursuant to Section 6 of Article III of the Constitution and By-Laws of said Association.

Resolution  
Offered by: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**2019 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 2019 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

(Cont.)

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Michael Barile	<u>X</u>	<u>          </u>	
Jonathan Schneider	<u>          </u>	<u>          </u>	Absent
John Lupinacci	<u>X</u>	<u>          </u>	
Suzanne McDonough	<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 FOR 2019 - 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 2019.

Resolution  
Offered by: Supervisor Schmitt  
Seconded by: Councilman Lupinacci

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

**SEASONAL/TEMPORARY AND PART-TIME WORKERS WAGE RATES - ESTABLISHED**

RESOLVED that the Town Board of the Town of Carmel hereby sets the Seasonal/Temporary-Full-Time Workers maximum wage rates for the following title effective January 1, 2019:

**SEASONAL/TEMPORARY FULL TIME WORKERS**

<u>POSITION AND/OR TITLE</u>	<u>HOURLY WAGE RATE BASED ON CUMULATIVE HOURS OF SERVICE:</u>			
	<u>0-500</u>	<u>501-1000</u>	<u>1001-1500</u>	<u>1501-XXXX</u>
Seasonal/Temp.	12.50	13.50	14.50	15.50

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Barile

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

2 JANUARY 2019  
ORGANIZATIONAL MEETING

**RATES SET FOR 2019 PART-TIME/TEMPORARY HELP**

RESOLVED that the Town Board of the Town of Carmel hereby sets the following rates for part-time/temporary help in the following departments for fiscal year 2019:

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

Offered by: Councilman Barile  
Seconded by: Councilman Lupinacci

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

**CONTRACT FOR LEGAL SERVICES AS TOWN COUNSEL AND COUNSEL TO THE TOWN OF CARMEL ZONING BOARD OF APPEALS AUTHORIZED - GREGORY L. FOLCHETTI, ESQ.**

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

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

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: Councilwoman McDonough  
Seconded by: Councilman Lupinacci and Supervisor Schmitt

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

AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2019, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and Gregory L. Folchetti, Esq., whose address is 1875 Route 6, Carmel, New York 10512 (hereinafter referred to as "FOLCHETTI").

WITNESSETH:

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

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

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

SECTION II - COMPENSATION

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

**2 JANUARY 2019  
ORGANIZATIONAL MEETING**

(Cont.)

no/hundredths (\$75.00) dollars and for the time of a secretary associated with FOLCHETTI at the hourly rate of Forty and no/hundredths (\$40.00). TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

For and legal services in regard to the representation of the Zoning Board of Appeals of the Town of Carmel the TOWN agrees to pay FOLCHETTI a flat monthly rate of \$1,000 (One thousand dollars) per month with the exception of any litigation matters involving said Zoning Board of Appeals, for which the TOWN agrees to pay FOLCHETTI TWO HUNDRED FIVE and no/hundredths (\$205.00) dollars per hour for all attorney time involving such litigation; for the time of a paralegal associated with FOLCHETTI at the hourly rate of Seventy-Five and no/hundredths (\$75.00) dollars and for the time of a secretary associated with FOLCHETTI at the hourly rate of Forty and no/hundredths (\$40.00).

TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

**SECTION III - TELEPHONE**

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

**SECTION IV - EXPENSES**

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

**SECTION V - INDEMNIFICATION**

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

the action or omission of FOLCHETTI or his agents, servants or employees, in connection with FOLCHETTI's provision of services under this agreement except for intentional acts or negligence. Nonetheless, FOLCHETTI agrees to maintain malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

**SECTION VI- TERM**

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



(Cont.)

SECTION VII- RENEWAL

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

SECTION VIII- FOLCHETTI NOT AN EMPLOYEE

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

TOWN OF CARMEL

GREGORY L. FOLCHETTI ESQ.

By: \_\_\_\_\_  
KENNETH SCHMITT  
SUPERVISOR

By: \_\_\_\_\_  
GREGORY L. FOLCHETTI, ESQ.

**CONTRACT FOR LEGAL SERVICES AS SPECIAL DISTRICT COUNSEL FOR THE TOWN OF CARMEL SEWER, WATER AND LIGHTING DISTRICTS AUTHORIZED - GREGORY L. FOLCHETTI, ESQ.**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Gregory L. Folchetti, Esq., 1875 Route Six, Carmel, New York 10512, for legal services as Special District Counsel for the Town of Carmel Sewer, Water and Lighting Districts; and  
BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made part hereof.

Resolution

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

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

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of January 2019, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and Gregory L. Folchetti, Esq., whose address is 1875 Route 6, Carmel, New York 10512 (hereinafter referred to as "FOLCHETTI").



2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

**WITNESSETH:**

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

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

**NOW THEREFORE IT IS AGREED:**

**SECTION I - EMPLOYMENT**

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

**SECTION II - COMPENSATION**

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

dollars and for the time of a secretary associated with FOLCHETTI at the hourly rate of Forty and no/hundredths (\$40.00). FOLCHETTI shall submit itemized vouchers for said services. TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written 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.

**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

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

FOLCHETTI's provision of services under this agreement except for intentional acts or negligence. Nonetheless, FOLCHETTI agrees to maintain malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

SECTION VI- TERM

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

SECTION VII- RENEWAL

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

SECTION VIII- FOLCHETTI NOT AN EMPLOYEE

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

TOWN OF CARMEL

GREGORY L. FOLCHETTI ESQ.

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

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

KENNETH SCHMITT  
SUPERVISOR

GREGORY L. FOLCHETTI, ESQ.

Supervisor Schmitt commended Gregory Folchetti for the excellent legal services that he provides to the Town of Carmel.

Councilman Barile agreed and added the recognition of the outstanding legal services of Joseph Charbonneau.

**CONTRACT FOR LEGAL SERVICES AS SPECIAL COUNSEL TO THE TOWN OF CARMEL PLANNING BOARD, ENVIRONMENTAL CONSERVATION BOARD, CABLE ADVISORY BOARD, AND ETHICS BOARD AUTHORIZED - JOSEPH A. CHARBONNEAU**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Joseph A. Charbonneau, 3 Starr Ridge Road, Brewster, NY, for legal services as Special Counsel to the Town of Carmel Planning Board, Environmental Conservation Board, Cable Advisory Board, and Ethics Board; and  
BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made part hereof.

(Cont.)

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough, Councilman Barile and  
Supervisor Schmitt

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

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

THIS CONTRACT made this 1<sup>st</sup> day of January, 2019, by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having an office and place of business at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the “TOWN”); and the Law Office of Joseph A. Charbonneau, having an office at 3 Starr Ridge Road, Suite 203, Brewster, New York 10509 (hereinafter referred to as the “LAW FIRM”);

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

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

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

- FIRST:** The TOWN has the necessary funds to pay the LAW FIRM under budget line.
- SECOND:** The LAW FIRM shall furnish legal representation to the TOWN as more fully outlined below.

**THIRD:** The term of this Contract shall commence on January 1, 2019 and shall continue to December 31, 2022.

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

**2 JANUARY 2019  
ORGANIZATIONAL MEETING**

(Cont.)

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

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

**SEVENTH:** For the professional services rendered by the LAW FIRM to the TOWN under this Contract in connection with services rendered as (1) special counsel to the Town's Planning Board, Environmental Conservation Board, Architectural Review Board and Ethics Board, the TOWN agrees to pay the LAW FIRM a fixed annual fee of Thirty Six Thousand and no/hundreths (\$36,000.00) dollars in twelve equal monthly installments of Three Thousand and no/hundreths (\$3,000.00) dollars payable in advance on the first of each month. For work not covered by the above, the TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED FIVE DOLLARS (\$205.00) for all attorney time not involving litigation. The TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED FIVE DOLLARS (\$205.00) for all attorney time involving litigation, including attorney time expended in connection with the LAW FIRM's representation as Town Prosecutor and the LAW FIRM's representation of the TOWN in any litigation involving the aforementioned Boards. The TOWN agrees to pay the LAW FIRM an hourly rate of SEVENTY FIVE DOLLARS (\$75.00) for all paralegal time associated with the LAW FIRM's representation of the TOWN in any matter. The TOWN shall have the right to increase compensation due under this Contract by resolution of the Town Board duly passed without a written amendment to this Contract.

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

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



**2 JANUARY 2019  
ORGANIZATIONAL MEETING**

(Cont.)

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

3

in the best interests of the TOWN as determined by the LAW FIRM in consultation with the Town Board or its designee.

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

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

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

The LAW FIRM represents and warrants that it has not employed or retained any person, other than a bonafide full-time salaried employee working solely for the LAW FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bonafide full-time salaried employee working solely for the LAW FIRM) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Contract without liability and to deduct from

**2 JANUARY 2019  
ORGANIZATIONAL MEETING**

(Cont.)

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
------------------	--

5

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.

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

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

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

**TWENTIETH:** This Contract shall be subject to renewal by mutual agreement of the parties. The TOWN agrees to notify the LAW FIRM whether it intends to renew this Contract no later than December 1, 2021.

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

TOWN OF CARMEL

Law Office of Joseph A. Charbonneau

By: \_\_\_\_\_  
Kenneth Schmitt, Supervisor

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

6

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

On the \_\_\_\_\_ day of January in the year 2019 before me, the undersigned personally appeared KENNETH SCHMITT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

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

On the \_\_\_\_ day of January in the year 2019 before me, the undersigned personally appeared JOSEPH A. CHARBONNEAU, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

7

2 JANUARY 2019  
ORGANIZATIONAL MEETING

**PROPOSAL ACCEPTED FOR 2019 LABOR COUNSEL SERVICES - JACKSON, LEWIS, LLP**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Jackson, Lewis, LLP, White Plains, NY for the 2019 labor counsel services, said proposal dated December 19, 2018 and in form as attached hereto and made a part hereof; and  
BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign and accept said proposal on behalf of the Town of Carmel.

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

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



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

Representing Management Exclusively in Workplace Law and Related Litigation

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

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

December 19, 2018

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

Re: Proposal for Legal Services

Dear Supervisor Schmitt:

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

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

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




2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

Very truly yours,

JACKSON LEWIS P.C.

  
Robert J. Guidotti

RJG/bb

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

**PUBLIC COMMENTS - AGENDA ITEMS**

Thomas Iannicari, a local insurance broker, revisited his comments from prior years with regard to the designation of the Town's insurance agent. Mr. Iannicari commented that the Town has not gone out to bid for this service since 2012 or so, and suggested how the Town could achieve a savings by soliciting bids in connection with their insurance policies.

Councilman Barile advised Mr. Iannicari that he would be available to meet with him to further discuss the matter.

On behalf of the Chamber of Commerce, Mr. Iannicari commended the Town Board for their vision in connection with the development of a new/updated master plan and revisions to the Town Code.

**TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS**

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

**PUBLIC COMMENTS - OPEN FORUM**

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

**TOWN BOARD MEMBER COMMENTS - OPEN FORUM**

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

Supervisor Schmitt announced that the electronic waste drop-off station located at 33 McAlpin Avenue will temporarily be suspended until further notice. The Putnam County Department of Health is currently in the process of seeking a new vendor to provide e-waste service to the residents of Putnam County. Supervisor Schmitt urged residents to discard their electronics properly and not to illegally dump them along the roadways.

**MOTION TO EXERCISE OPTION TO TERMINATE AGREEMENT WITH JOHN E. FOLCHETTI, P.E. OF J. ROBERT FOLCHETTI & ASSOCIATES, LLC FOR CONSULTING ENGINEERING SERVICES - FAILED**

Councilman Barile offered a motion to exercise the thirty day opt-out clause in the agreement with the Town of Carmel Consulting Engineer. The motion was seconded by Supervisor Schmitt. The following roll call vote ensued.

2 JANUARY 2019  
ORGANIZATIONAL MEETING

(Cont.)

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

Councilman Barile wished a Happy New Year to all and reminded residents that it is an election year.

Supervisor Schmitt noted that the motion did not carry and therefore, no action will be taken.

**TOWN BOARD MEMBER COMMENTS - OPEN FORUM CONTINUED**

Supervisor Schmitt announced that the Town Board’s next meeting will be their Work Session scheduled for January 9, 2019.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Lupinacci, with all Town Board members present in agreement, the meeting was adjourned at 7:52 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk