

4 JANUARY 2023

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

The 2023 Organizational Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Michael Cazzari on the 4<sup>th</sup> day of January 2023 at 7:03 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Baranowski, Councilman Lombardi, Councilwoman McDonough, Councilman Schanil, and Supervisor Cazzari.

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 as well as in memory of Town of Yorktown Lieutenant Kenneth Sgroi who died recently after a sudden illness at 37 years old.

On behalf of Tax Receiver Kathleen Kraus, Supervisor Cazzari announced that the 2023 Town and County tax bills were mailed out on December 29, 2022. They are due without penalty by January 31, 2023. If a property owner did not receive their tax bill, it can be accessed online at the Town's website where it can be viewed, printed and paid. Property owners may also contact the Tax Receiver's office or stop by to pick up a copy. Property owners were reminded that it is their responsibility to obtain a copy of their tax bill and that failure to receive a tax bill does not in any way affect the validity of the taxes or prevent the accruing of any penalty or interest for non-payment.

Supervisor Cazzari announced that all of the appointments to the Lake Mahopac Park District Advisory Board expired on December 31, 2022 and the Town Board is not refilling the positions at this time.

**PUBLIC COMMENT**

Charlie Melchner, Jr. stated that he saw online that if a member of the public would like to apply for a position on the Lake Mahopac Park District Advisory Board, they should send a formal letter to Town Hall.

Supervisor Cazzari indicated that it can also be sent via email.

Mr. Melchner asked if the residents will be notified what positions are available, who are applying for the positions, and if the general public will have any input with regard to the appointments. He asked how the residents will be notified who is appointed to the advisory board and who is the chairperson.

Supervisor Cazzari explained that the members of all of the Town's advisory committees are appointed by the Town Board and there will be a resolution considered at a Town Board meeting.

Mr. Melchner indicated that he applied for a position on the Lake Mahopac Park District Advisory Board. He went on to caution that some of the changes included in the proposed zoning amendments with regard to docks may result in them becoming non-compliant with the Americans with Disabilities Act (ADA). Mr. Melchner expressed his appreciation for being included in the discussions in connection with lowering the waters of Lake Mahopac. Mr. Melchner confirmed that the Town Board is still contemplating the liaisons to the Lake Mahopac Park District Advisory Board.

Supervisor Cazzari asked Mr. Melchner to continue to participate in the monitoring of the water level of Lake Mahopac and keep him apprised of any issues.

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

RESOLVED that all regular voting 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 18, 2023 at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, except for the month of December when there will be a voting meeting held on the second Wednesday. All voting meetings shall be held at the Town of Carmel

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Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM, with the exception of Wednesday, March 1, 2023, which shall be held at the Carmel Fire House, Vink Drive, Carmel, NY 10512 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 third Wednesdays of each month commencing Wednesday, January 11, 2023, and all work sessions scheduled for the third Wednesdays shall commence immediately following the regular voting meetings, except for the month of December when the work session will be held on the first Wednesday immediately following the voting meeting. 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 Wednesday, October 11, 2023, which shall be held in the hamlet of Carmel at the Carmel Fire House, Vink Drive, Carmel, NY 10512 at 7:00 PM.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<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: Councilman Schanil  
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

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

RESOLVED that the Town Board of the Town of Carmel designates the Putnam County Press and the Mahopac News as the official newspapers of the Town of Carmel for the year 2023 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 Cazzari  
Seconded by: Councilman Lombardi

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<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Robert Schanil	<u>X</u>	<u></u>
Michael Cazzari	<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 2023 in order to obtain the maximum rate of interest on said deposits.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Robert Schanil	<u>X</u>	<u></u>
Michael Cazzari	<u>X</u>	<u></u>

**INSURANCE AGENT DESIGNATED FOR YEAR 2023 - BROWN AND BROWN OF NY, INC.**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Brown and Brown of NY, Inc., 625 Route Six, Mahopac, New York as Insurance Agents and Brokers of Record for the Town of Carmel for the year 2023.

Resolution  
Offered by: Councilman Baranowski  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Robert Schanil	<u>X</u>	<u></u>
Michael Cazzari	<u>X</u>	<u></u>

**PETTY CASH FUNDS AUTHORIZED FOR FISCAL YEAR 2023**

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 2023:

Supervisor \$200	Town Clerk \$200
Receiver of Taxes \$500	Police Chief \$200
Justice Court \$200	Bldg. Maintenance \$100
Recreation \$200	Supt. of Highways \$300

(Cont.)

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**MILEAGE RATE SET FOR FISCAL YEAR 2023**

RESOLVED that the Town Board of the Town of Carmel hereby establishes the mileage reimbursement rate for 2023 at the IRS rate for 2023.

Resolution  
Offered by: Councilman Schanil  
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**HIGHWAY DEPARTMENT - RATES SET FOR 2023 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 2023:

- 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: Supervisor Cazzari  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**COUNCIL MEMBERS AS LIAISONS TO SPECIAL COMMITTEES - DESIGNATED AMENDED 01-18-2023**

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 Steven Baranowski – Liaison to CSEA and Veterans, Special Legal Counsel, other Governmental Agencies including County, State and School Districts, and Libraries, Lake Park Districts (Casse, Secor, Teakettle Spout & Mahopac)

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Councilwoman Suzanne McDonough – Liaison CSEA and Veterans, 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 Robert Schanil – Liaison to Police Department, Highway Department Recreation, and other Governmental Agencies including County, State and School Districts, and Libraries, all Administrative Boards to include Planning, Zoning, ECB, Ethics Board and Cable TV Advisory Boards, and all Lake Park Districts (Casse, Secor, Teakettle Spout & Mahopac)

Councilman Frank Lombardi – Liaison to Special Legal Counsel, Highway Department, Police 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: Councilwoman McDonough  
Seconded by: Councilman Lombardi and Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**TOWN OF CARMEL EMPLOYEE HANDBOOK - AMENDMENTS AND ADOPTION AUTHORIZED**

RESOLVED THAT the Town Board of the Town of Carmel hereby authorizes amendments and adoption of the Town of Carmel Employee Handbook in form as filed in the Office of the Town Supervisor.

Resolution

Offered by: Councilman Baranowski  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**CHAIRMAN OF PLANNING BOARD APPOINTED FOR 2023 - CRAIG PAEPRER**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Craig Paeprer as Chairman of the Town of Carmel Planning Board for the year 2023.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

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**VICE-CHAIRMAN OF PLANNING BOARD APPOINTED FOR 2023 - 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 2023.

Resolution  
Offered by: Councilman Schanil  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**PLANNING BOARD REAPPOINTMENT MADE - RAYMOND COTÉ - RETROACTIVE TO 1/1/2023 AND EXPIRING 12/31/2029**

RESOLVED that the Town Board of the Town of Carmel hereby reappoints Raymond Côté to the Town of Carmel Planning Board for a term retroactive to January 1, 2023 and expiring December 31, 2029.

Resolution  
Offered by: Supervisor Cazzari  
Seconded by: Councilwoman McDonough and Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**CHAIRMAN OF ZONING BOARD OF APPEALS APPOINTED FOR 2023 - 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 2023.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**VICE-CHAIRMAN OF ZONING BOARD OF APPEALS APPOINTED FOR 2023 - 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 2023.

(Cont.)

Resolution  
Offered by: Councilman Baranowski  
Seconded by: Councilman Lombardi and Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**CHAIRMAN OF ENVIRONMENTAL CONSERVATION BOARD APPOINTED FOR 2023 - 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 2023.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**VICE-CHAIRMAN OF ENVIRONMENTAL CONSERVATION BOARD APPOINTED FOR 2023 - 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 2023.

Resolution  
Offered by: Councilman Schanil  
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**SALARIES SET FOR FISCAL YEAR 2023 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 2023 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, Chief of Staff/Assistant to the Town Board, at the amounts set forth in the 2023 budget as adopted.

(Cont.)

Resolution  
Offered by: Supervisor Cazzari  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**APPOINTMENTS MADE TO LAKE CASSE PARK DISTRICT ADVISORY BOARD - 1/1/2023 THROUGH 12/31/2023**

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, 2023 and expiring December 31, 2023:

Teresa DePace  
Erin Haddeland  
Stacey Ann Kelly  
Kim Kugler  
Scott Sterbens  
Joseph Zakon

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**TOWN ATTORNEY APPOINTED - GREGORY L. FOLCHETTI**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Gregory L. Folchetti, 1875 Route Six, 2nd Floor, Carmel, New York as Town Attorney pursuant to NY Town Law §20 and §24 and at the salary contained within the 2023 adopted budget.

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>



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**ENTRY INTO CONTRACT FOR LITIGATION COUNSEL LEGAL SERVICES  
AUTHORIZED - COSTELLO & FOLCHETTI, LLP**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into contract with the law firm of Costello & Folchetti, LLP, 1875 Route Six, Carmel, New York 10512, for legal services to be rendered in connection with litigation and defense matters involving the Town of Carmel, its officers, employees, approval boards, etc., as well as for services rendered in connection with improvement district establishment/formation or expansion; and

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

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**AGREEMENT**

THIS AGREEMENT, made this 1<sup>st</sup> day of January 2023, 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 COSTELLO & FOLCHETTI, LLP, whose address is 1875 Route 6, Second Floor, Carmel, New York 10512.

**WITNESSETH:**

WHEREAS, the TOWN desires to secure the services of Costello & Folchetti, LLP as legal counsel to the Town on various legal matters as set forth herein; and;

WHEREAS, Costello & Folchetti, LLP is a law firm with its principals duly and properly licensed to practice law in the State of New York and is willing to be retained in the capacity set forth herein;

**NOW THEREFORE IT IS AGREED:**

**SECTION I - SCOPE OF SERVICES**

Costello & Folchetti, LLP is hereby retained as counsel to the Town of Carmel to provide legal services as follows:

- (A) Legal counsel and services in and related to any and all litigation matters and/or administrative proceedings either brought against and/or commenced by the TOWN, its officers, employees, including but not limited to the Town Board, Zoning Board of Appeals and/or the members of said Boards;
- (B) Legal services in regard to the formation of new improvement districts and/or expansion of existing improvement districts of every type and nature;
- (C) Legal services in regard to the acquisition and/or sale of real property by the TOWN.

**SECTION II - COMPENSATION**

For the services be performed hereunder, Town agrees to compensate Costello & Folchetti, LLP at an hourly rate of TWO HUNDRED TWENTY FIVE and no/hundredths (\$225.00) dollars per

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hour for all attorney time related to said services; for the time of a paralegal employed by and/or associated with Costello & Folchetti, LLP at the hourly rate of Seventy-Five and no/hundredths (\$75.00) dollars; and for the time of an administrative professional employed by and/or associated with Costello & Folchetti, LLP 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 - EXPENSES

It is understood and agreed that the expenses incurred by Costello & Folchetti, LLP 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 Costello & Folchetti, LLP will be reimbursed by the Town.

SECTION IV - ERRORS AND OMISSIONS INSURANCE

Costello & Folchetti, LLP 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 V- TERM

The terms of this agreement shall commence on January 1, 2023 and shall terminate on December 31, 2026.

SECTION VI- RENEWAL

This contract shall be subject to renewal by mutual agreement of the parties. Town agrees to notify Costello & Folchetti, LLP whether it intends to renew this Contract no later than December 1, 2026.

SECTION VII- Costello & Folchetti, LLP NOT AN EMPLOYEE

It is further understood and agreed by the Town that Costello & Folchetti, LLP shall serve in the capacity of an independent contractor. Costello & Folchetti, LLP 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: \_\_\_\_\_

**MICHAEL S. CAZZARI**  
**SUPERVISOR**

**GREGORY L. FOLCHETTI, ESQ.**

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**CONTRACT FOR SPECIAL LEGAL SERVICES FOR PLANNING BOARD,  
ENVIRONMENTAL CONSERVATION BOARD, CABLE ADVISORY BOARD AND  
ETHICS BOARD AUTHORIZED - JOSEPH A. CHARBONNEAU, ESQ.**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into contract with Joseph A. Charbonneau, Esq., 3 Starr Ridge Road, Brewster, NY 10509, 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 Michael Cazzari is authorized and designated to execute said contract on behalf of the Town of Carmel, in form as attached hereto and made a part hereof.

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**CONTRACT BETWEEN**

**LAW OFFICE OF JOSEPH A. CHARBONNEAU**

**AND**

**THE TOWN OF CARMEL**

**THIS CONTRACT** made this 1st day of January, 2023, 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.

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ORGANIZATIONAL MEETING**

(Cont.)

**THIRD:** The term of this Contract shall commence on January 1, 2023 and shall continue to December 31, 2026.

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

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

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

**SEVENTH:** For the professional services rendered by the LAW FIRM to the TOWN under this Contract in connection with services rendered as (1) special counsel to the Town's Planning Board, Environmental Conservation Board, Architectural Review Board and Ethics Board, the TOWN agrees to pay the LAW FIRM a fixed annual fee of Thirty Six Thousand and no/hundreths (\$36,000.00) dollars in twelve equal monthly installments of Three Thousand and no/hundreths (\$3,000.00) dollars payable in advance on the first of each month. For work not covered by the above, the TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) for all attorney time not involving litigation. The TOWN agrees to pay to the LAW FIRM an hourly rate of TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) 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 and an hourly rate of FORTY (\$40.00) DOLLARS for all secretarial time. 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



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(Cont.)

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, copying 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.

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**EIGHTH:** The work to be performed by the LAW FIRM pursuant to the terms of this Contract shall commence promptly upon assignment of a matter to the LAW FIRM and shall be conducted in the best interests of the TOWN as determined by the LAW FIRM in consultation with the Town Board or its designee.

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

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

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

The LAW FIRM represents and warrants that it has not employed or retained any person, other than a bonafide full-time salaried employee working solely for the LAW FIRM to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of

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(Cont.)

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

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or remedies to which the TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN shall have the right, in its discretion, to terminate this Contract without liability and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

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

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

By: Joseph A. Charbonneau, Esq.

On the \_\_\_\_\_ day of January in the year 2022 before me, the undersigned personally appeared MICHAEL S. CAZZARI, 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.

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Notary Public

On the \_\_\_\_ day of January in the year 2022 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.

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Notary Public

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**ATTENDANCE OF OFFICERS AND EMPLOYEES TO ATTEND THE 2023 ASSOCIATION OF TOWNS VIRTUAL CONFERENCE - AUTHORIZED**

WHEREAS the Annual Meeting and Training School of the Association of Towns is to be held in New York, NY from February 19th through the 22<sup>nd</sup>, 2023; 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 2023 Conference and Seminars line of the Court Budget:

- Thomas Jacobellis – Town Justice
- Daniel Miller – Town Justice
- Patricia Genna – Town Court Clerk
- Francine Schmansky – Senior Account Clerk
- Marie Paprocki – Clerk to Town Justice
- Lisa Laquidara – Clerk to Town Justice
- Mary Ann Maxwell, Town Comptroller
- Anne Pasquerello, Chief of Staff

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 Cazzari  
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**VOTING DELEGATE AND ALTERNATE VOTING DELEGATE AT THE 2023 ASSOCIATION OF TOWNS ANNUAL BUSINESS SESSION DESIGNATED - SUPERVISOR MICHAEL CAZZARI, DELEGATE AND COUNCILMAN ROBERT SCHANIL, ALTERNATE VOTING DELEGATE**

RESOLVED that Supervisor Michael Cazzari is hereby designated as the voting delegate and Councilman Robert Schanil is hereby designated as the alternate voting delegate of the Town of Carmel to the 2023 Annual Business Session of the Association of Towns of the State of New York to be held in New York City from February 19<sup>th</sup> through 22<sup>nd</sup>, 2023 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: Councilwoman McDonough  
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>



**2023 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 2023 Subject Matter List and Record Retention Schedule as pre-filed with the Town Clerk.

Resolution  
Offered by: Councilman Baranowski  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<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 Part-Time Workers maximum wage rates for the following title effective January 1, 2023:

**SEASONAL/TEMPORARY AND PART-TIME WORKERS**

<b>POSITION AND/OR TITLE</b>	<b>HOURLY WAGE RATE BASED ON CUMULATIVE HOURS OF SERVICE:</b>			
	<b>0-500</b>	<b>501-1000</b>	<b>1001-1500</b>	<b>1501-XXXX</b>
Seasonal/Temp.	14.20	15.20	16.20	17.20

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Schanil and Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**RATES SET FOR 2023 PART-TIME/TEMPORARY HELP - OFFERED AS PRE-FILED**

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 2023:

<b>Department</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Comments</b>
Accounting	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Assessor	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Building	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Comptroller/Accounting	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Engineering/Planning	\$14.20/hr	\$30.00/hr	Commensurate with Experience

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Highway	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Justice Ct.	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Police	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Recreation	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Supervisor/Receptionist	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Tax Receiver	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Town Clerk	\$14.20/hr	\$30.00/hr	Commensurate with Experience
Recycling	\$14.20/hr	\$16.00/hr	Commensurate with Experience

Resolution  
Offered by: Councilman Schanil  
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**RECREATION AND PARKS ADVISORY COMMITTEE REAPPOINTMENT MADE - DAVE FURFARO - 1/1/2023 AND EXPIRING 12/31/2025**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Dave Furfaro to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing January 1, 2023 and expiring December 31, 2025.

Resolution  
Offered by: Supervisor Cazzari  
Seconded by: Councilwoman McDonough and Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**RECREATION AND PARKS ADVISORY COMMITTEE REAPPOINTMENT MADE - JOYCE PICONE**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Joyce Picone to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing January 1, 2023 and expiring December 31, 2025.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Baranowski

(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u>          </u>
Frank Lombardi	<u>X</u>	<u>          </u>
Suzanne McDonough	<u>X</u>	<u>          </u>
Robert Schanil	<u>X</u>	<u>          </u>
Michael Cazzari	<u>X</u>	<u>          </u>

**TOWN BOARD MEMBER COMMENTS/ANNOUNCEMENTS**

Supervisor Cazzari announced the details in connection with the upcoming Christmas tree pick-up for residents serviced by AAA Carting and Rubbish Removal on January 14, 2023 and for residents serviced by Oak Ridge Waste and Recycling on January 11, 2023.

Supervisor Cazzari reiterated his earlier announcement on behalf of Tax Receiver Kathleen Kraus.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Schanil, with all Town Board members present and in agreement, the meeting was adjourned at 7:33 p.m. to Executive Session for an update on the proposed land acquisition in connection with the Mud Pond Sewer Plant, as well as for an update from Town Attorney Gregory Folchetti in connection with litigation.

Respectfully submitted,

Ann Spofford, Town Clerk