

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 15th day of December, 2021 at 7:14 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Lombardi, Councilwoman McDonough and Supervisor Schmitt. Councilman Schanil arrived at 7:50 p.m. Councilman Barile 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 as well as in celebration of the life of recently departed WWII veteran and long-time Mahopac resident Mario Porto.

Supervisor Schmitt announced that the Town Board met in Executive Session with Town Engineer Richard Franzetti, P.E. and Consulting Engineer John Folchetti, P.E. with regard to New York State Department of Environmental Conservation Order on Consent R3-20151120-112.

Supervisor Schmitt acknowledged outgoing Councilman Michael Barile for his four years of dedicated service on the Town Board. Supervisor Schmitt expressed appreciation to Councilman Barile for his many contributions to the community.

MINUTES OF TOWN BOARD MEETINGS HELD ON 11/3/2021, 11/17/2021, 12/1/2021, AND 12/8/2021 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members of the Town Board present voting “aye”, the minutes of the Town Board meetings held on November 3rd, November 17th, December 1st, and December 8th, 2021 were accepted as submitted by the Town Clerk.

POLICE DEPARTMENT - PERMANENT APPOINTMENT OF CHIEF OF POLICE MADE - ANTHONY HOFFMANN

BE IT RESOLVED, that the Town Board of the Town of Carmel hereby permanently appoints Anthony Hoffmann as Chief of Police, in and for the Town of Carmel, NY, pursuant to Putnam County Civil Service Rules and Regulations, Appendices XIII, “Probationary Term”, Section 1A, and in accordance with the New York State Civil Service Law.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

Supervisor Schmitt commended Chief Hoffmann on his outstanding performance since being appointed provisionally last year and congratulated him on his permanent appointment.

PROPOSAL ACCEPTED FOR WORKERS COMPENSATION INSURANCE - PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION, INC. (PERMA) - FISCAL YEARS 2022 AND 2023

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the acceptance of the proposal of Public Employer Risk Management Association, Inc. (PERMA) for the provision of workers compensation insurance coverage to the Town of Carmel for fiscal years 2022 and 2023, said proposal in form and substance as is on file in the Office of the Town Supervisor.

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Resolution
Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

ASSESSMENT ROLLS FOR THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS OF THE GARBAGE, SEWER AND WATER DISTRICTS FOR FISCAL YEAR 2022 - ADOPTED

RESOLVED that the Town Board of the Town of Carmel hereby adopts the assessment rolls for the operation and maintenance of the improvements serving Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7 and #8 and extensions thereto as well as Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14 and extensions thereto as well as The Town of Carmel Garbage District of said Town for fiscal year 2022 as originally prepared by Town Assessor Glenn Droese and filed with the Town Clerk as the final assessment rolls for the year 2022.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

RESOLUTION AUTHORIZING EMERGENCY EXPENDITURE OF MONIES FROM THE CARMEL SEWER DISTRICT NO. 4 REPAIR RESERVE FUND - MOTION FAILED

WHEREAS, the Town of Carmel has a Repair Reserve Fund for Carmel Sewer District #4 established pursuant to GML 6d, and,

WHEREAS, in cases of emergency, monies in such fund may be expended by resolution approved by not less than two-thirds of the members of the governing body, and,

WHEREAS, it is recommended by the Town Comptroller’s Office that monies in the fund be used to pay for the cost of emergency repairs.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel authorizes the appropriation of monies from the Repair Reserve Fund not to exceed \$43,750.00 for emergency service calls in 2021.

BE IT FURTHER RESOLVED, that not less than one-half of the monies so expended be repaid in fiscal year 2023 and the total amount shall be repaid in full not later than the last day of fiscal year 2024.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

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Roll Call Vote	YES	NO	
Robert Schanil			Absent
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

The motion failed to be approved by two-thirds of the members of the Town Board.

BUDGET MODIFICATIONS AUTHORIZED - BUDGET REVISIONS SCHEDULE 2021/05

WHEREAS the Town Comptroller Mary Ann Maxwell has reviewed the proposed Budget Modifications for the period ending November 30, 2021 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule 2021/05;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Budget Modifications/Revisions for the period ending November 30, 2021 as shown itemized on schedule 2021/05 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

Roll Call Vote	YES	NO	
Robert Schanil			Absent
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

TOWN OF CARMEL
BUDGET REVISIONS OCTOBER-NOVEMBER 2021 #2021/05

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.1110.0019	JUSTICE COURT STAFF OTHER COMPENSATION	1,309.00	
	100.5010.0019	HIGHWAY ADMIN STAFF OTHER COMPENSATION	1,978.00	
	100.7020.0019	RECREATION STAFF OTHER COMPENSATION	2,345.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	* 5,632.00	
		- PROVIDE FOR PAYOUT OF ACCRUED VACATION TIME		
2	100.1355.0019	ASSESSOR STAFF OTHER COMPENSATION	44,702.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	* 44,702.00	
		- PROVIDE FOR RETIREMENT PAYOUT OF ACCRUED TIME		
3	100.3120.0019	POLICE STAFF OTHER COMPENSATION	77,106.00	
	100.3120.0019	POLICE STAFF OTHER COMPENSATION	50,000.00	
	100.3120.0011	POLICE STAFF UNIFORM PAY		50,000.00
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	* 77,106.00	
		- PROVIDE AND TRANSFER FOR RETIREMENT INCENTIVE AND PAYOUT OF ACCRUED TIME		
4	100.3120.0016	POLICE STAFF HOLIDAY COMP	23,100.00	
	100.3120.0012	POLICE STAFF OVERTIME	60,000.00	
	100.3121.0012	LAKE PATROL OVERTIME	3,000.00	
	100.3123.0012	COMMUNITY POLICE OVERTIME	11,625.00	
	100.3123.0012	COMMUNITY POLICE OVERTIME	7,000.00	
	100.3120.0085	POLICE OPTICAL/DENTAL	5,000.00	
	100.3120.0011	POLICE STAFF UNIFORM PAY		20,000.00
	100.3120.0019	POLICE STAFF OTHER COMPENSATION		13,100.00
	100.3120.0084	POLICE HEALTH INSURANCE COST		5,000.00
	100.3120.0086	RETIREE HEALTH INSURANCE		60,000.00
	100.1989.1523	POLICE TRAFFIC CONTROL REVENUE	* 11,625.00	
		- PROVIDE AND TRANSFER FOR POLICE OVERTIME, HOLIDAY AND BENEFIT COST		

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5	100.3120.0024	POLICE ACCIDENT REPAIRS		5,566.00	
	100.1989.2681	INSURANCE RECOVERY - ASSET	*	5,566.00	
		- PROVIDE FOR POLICE VEHICLE REPAIRS FROM INSURANCE CLAIM			
6	100.3121.0020	LAKE PATROL EQUIPMENT		149,478.00	
	100.1989.9909	APPROPRIATED FUND BALANCE	*	149,478.00	
		- PROVIDE FOR PURCHASE OF BOAT PER APPROVED RESOLUTION			
7	100.7450.0044	MUSEUM ARCHITECT EXPENSE		7,750.00	
	100.1990.0040	CONTINGENT ACCOUNT			1,550.00
	100.1989.3041	STATE AID - OTHER GOVT	*	6,200.00	
		- PROVIDE AND TRANSFER FOR ARCHITECT EXPENSE FOR HISTORICAL SOCIETY 80% FUND FROM STATE GRANT			
7A	100.5410.0040	SIDEWALKS CONTRACTUAL EXPENSE		17,170.00	
	100.1990.0040	CONTINGENT ACCOUNT			17,170.00
		- TRANSFER FOR CARMEL SIDEWALK REPLACEMENT PER AUTHORIZING RESOLUTION			

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
8	100.1340.0040	BUDGET CONTRACTUAL EXPENSE	200.00	
	100.1670.0045	CENTRAL ADVERTISING EXPENSE	3,000.00	
	100.3310.0045	SIGN CONTROL - STREET LINES	6,000.00	
	100.3620.0012	CODE ENFORCEMENT STAFF OVERTIME	4,000.00	
	100.3620.0040	CODE ENFORCEMENT CONTRACTUAL EXPENSES	500.00	
	100.5010.0012	HIGHWAY ADMIN STAFF OVERTIME	1,000.00	
	100.5010.0086	RETIREE HEALTH INSURANCE	100.00	
	100.8020.0080	PLANNING BOARD EMPLOYEE BENEFITS	1,000.00	
	100.8090.0040	RECYCLE CONTRACTUAL EXPENSES	300.00	
	100.8090.0045	RECYCLE TRASH DISPOSAL	3,000.00	
	100.8090.0046	RECYCLE EQUIPMENT RENTAL	2,200.00	
	100.1315.0047	COMPTROLLER CONFERENCES		200.00
	100.1670.0049	CENTRAL MAIL EXPENSES		3,000.00
	100.3310.0084	HEALTH INSURANCE		6,000.00
	100.3620.0080	CODE ENFORCEMENT EMPLOYEE BENEFITS		4,500.00
	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFITS		1,100.00
	100.8020.0046	CONSULTING SERVICES - ARCHITECT		1,000.00
	100.8090.0083	WORKMANS COMPENSATION		3,300.00
	100.8090.0086	RETIREE HEALTH INSURANCE		2,200.00
		- TRANSFER FOR MISCELLANEOUS GENERAL FUND EXPENSES		
9	100.7020.0014	REC ADMIN LONGEVITY	200.00	
	100.7020.0040	REC ADMIN CONTRACTUAL EXPENSES	4,000.00	
	100.7110.0012	PARK STAFF OVERTIME	1,000.00	
	100.7110.0040	PARK CONTRACTUAL EXPENSES	13,000.00	
	100.7112.0040	MCDONOUGH FIELDS CONTRACTUAL EXPENSES	1,000.00	
	100.7112.0042	MCDONOUGH FIELDS UTILITIES	1,000.00	
	100.7180.0042	BEACH UTILITIES	100.00	
	100.7180.0080	BEACH EMPLOYEE BENEFITS	100.00	
	100.7310.0040	YOUTH CONTRACTUAL EXPENSES	3,200.00	
	100.7020.0013	REC ADMIN TEMP STAFF		200.00
	100.7020.0045	REC BUILDING SPECIAL REPAIRS		2,000.00
	100.7110.0013	PARK MAINT TEMPORARY STAFF		1,000.00
	100.7110.0045	PARK MAINTENANCE CONTRACT		13,000.00
	100.7140.0013	PLAYGROUND TEMPORARY STAFF		4,200.00
	100.7310.0013	YOUTH PROGRAM TEMPORARY STAFF		3,200.00
		- TRANSFER FOR MISCELLANEOUS RECREATION EXPENSES		
10	100.9950.0099	TRANSFER TO CAPITAL PROJECT FUND	10,500.00	
	100.7115.0040	AIRPORT PARK CONTRACT EXPENSES		8,000.00
	100.7115.0043	AIRPORT PARK ALARM EXPENSE		2,500.00
		- TRANSFER TO AIRPORT PARK CAPITAL FUND		

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<u>HIGHWAY FUND</u>				
11	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	6,000.00	
	500.5130.0040	MACHINERY REPAIR EXPENSES	32,000.00	
	500.5142.0084	SNOW REMOVAL HEALTH INSURANCE	12,500.00	
	500.5140.0049	OTHER EXPENDITURES	1,000.00	
	500.5110.0084	GENERAL REPAIR HEALTH INSURANCE		12,500.00
	500.5110.0086	RETIREE HEALTH INSURANCE		6,000.00
	500.5130.0012	MACHINERY REPAIR OVERTIME		2,000.00
	500.5130.0016	CENTRAL GARAGE SERVICES		5,000.00
	500.5130.0083	WORKMANS COMPENSATION		7,000.00
	500.5130.0084	MACHINERY REPAIR HEALTH INSURANCE		18,000.00
	500.5140.0041	WEEDS AND BRUSH - GAS		1,000.00
		- TRANSFER FOR MISCELLANEOUS HIGHWAY FUND EXPENSES		

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<u>LAKE SECOR PARK DISTRICT</u>				
12	404.7140.0040	CONTRACTUAL EXPENSES	4,500.00	
	404.7140.0042	UTILITIES EXPENSE	500.00	
	404.7140.0020	EQUIPMENT		5,000.00
		- TRANSFER FOR CONTRACTUAL AND UTILITY EXPENSES		
<u>CARMEL WATER DISTRICT #1</u>				
13	601.8310.0042	UTILITY EXPENSES	5,000.00	
	601.8310.0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR UTILITY EXPENSES		
<u>CARMEL WATER DISTRICT #2</u>				
14	602.8310.0041	CHEMICAL EXPENSES	2,650.00	
	602.8310.0047	EMERGENCY REPAIRS	50,000.00	
	602.8310.0020	EQUIPMENT		4,650.00
	602.8310.0040	CONTRACTUAL EXPENSES		26,000.00
	602.8310.0042	UTILITY EXPENSES		12,000.00
	602.8310.0043	INSURANCE EXPENDITURES		2,000.00
	602.8310.0048	OTHER OPERATING EXPENSES		8,000.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
<u>CARMEL WATER DISTRICT #3</u>				
15	603.8310.0047	EMERGENCY REPAIRS	15,000.00	
	603.8310.9909	APPROPRIATED FUND BALANCE	*	15,000.00
		- PROVIDE FOR EMERGENCY REPAIRS FROM THE APPROPRIATED FUND BALANCE		
16	603.8310.0040	CONTRACTUAL EXPENSES	2,000.00	
	603.8310.0041	CHEMICAL EXPENSES	650.00	
	603.8310.0020	EQUIPMENT		650.00
	603.8310.0042	UTILITY EXPENSES		2,000.00
		- TRANSFER FOR CONTRACTUAL AND CHEMICAL EXPENSES		
<u>CARMEL WATER DISTRICT #6</u>				
17	606.8310.0040	CONTRACTUAL EXPENSES	3,000.00	
	606.8310.0047	EMERGENCY REPAIRS	7,500.00	
	606.8310.0048	OTHER OPERATING EXPENSES	1,000.00	
	606.8310.0020	EQUIPMENT		11,500.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
<u>CARMEL WATER DISTRICT #7</u>				
18	607.8310.0020	EQUIPMENT	3,500.00	
	607.8310.0047	EMERGENCY REPAIRS	5,500.00	
	607.8310.0041	CHEMICAL EXPENSES		300.00
	607.8310.0042	UTILITY EXPENSES		2,000.00
	607.8310.0046	PURCHASE OF WATER		500.00
	607.8310.0048	OTHER OPERATING EXPENSES		200.00
	607.8310.9909	APPROPRIATED FUND BALANCE	*	6,000.00
		- PROVIDE AND TRANSFER FOR EQUIPMENT AND EMERGENCY REPAIRS		

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	CARMEL WATER DISTRICT #8			
19	608.8310.0040	CONTRACTUAL EXPENSES	5,000.00	
	608.8310.0049	SERVICES OTHER DEPARTMENTS		400.00
	608.8310.0090	CONTINGENCY		4,600.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
	CARMEL WATER DISTRICT #12			
20	612.8310.0048	OTHER OPERATING EXPENSES	3,000.00	
	612.8310.0040	CONTRACTUAL EXPENSES		3,000.00
		- TRANSFER FOR OTHER OPERATING EXPENSES		
	CARMEL WATER DISTRICT #14			
21	614.8310.0042	UTILITY EXPENSES	5,000.00	
	614.8310.0047	EMERGENCY REPAIRS		5,000.00
		- TRANSFER FOR UTILITY EXPENSES		
	CARMEL SEWER DISTRICT #1			
22	701.8130.0040	CONTRACTUAL EXPENSES	5,000.00	
	701.8130.0020	EQUIPMENT		5,000.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
	CARMEL SEWER DISTRICT #2			
23	702.8130.0040	CONTRACTUAL EXPENSES	15,500.00	
	702.8130.0047	SLUDGE DISPOSAL		15,500.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
	CARMEL SEWER DISTRICT #4			
24	704.8130.0040	CONTRACTUAL EXPENSES	19,000.00	
	704.8130.0047	SLUDGE DISPOSAL	20,000.00	
	704.8130.0140	MICRO - CONTRACTUAL EXPENSES	10,000.00	
	704.8130.0142	MICRO - UTILITY EXPENSES	5,000.00	
	704.8130.0020	EQUIPMENT		1,000.00
	704.8130.0042	UTILITY EXPENSES		8,240.00
	704.8130.0043	INSURANCE EXPENDITURES		300.00
	704.8130.0044	ENGINEERING SERVICES		420.00
	704.8130.0046	PURCHASE OF WATER		660.00
	704.8130.0049	SERVICES OTHER DEPARTMENTS		380.00
	704.8130.9909	APPROPRIATED FUND BALANCE	*	18,000.00
	704.8130.5030	INTERFUND TRANSFER - FROM DEBT FUND	*	25,000.00
		- PROVIDE AND TRANSFER FOR MISCELLANEOUS EXPENSES		
	CARMEL SEWER DISTRICT #4 DEBT FUND			
25	874.9901.0099	TRANSFER TO OPERATING FUND	25,000.00	
	874.8130.9909	APPROPRIATED FUND BALANCE	*	25,000.00
		- PROVIDE FOR TRANSFER TO SEWER DISTRICT # 4 OPERATING FUND		

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
	CARMEL SEWER DISTRICT #5			
26	705.8130.0040	CONTRACTUAL EXPENSES	5,000.00	
	705.8130.0048	OTHER OPERATING EXPENSES	1,000.00	
	705.8130.0044	ENGINEERING SERVICES		6,000.00
		- TRANSFER FOR CONTRACTUAL AND OTHER OPERATING EXPENSES		
	CARMEL SEWER DISTRICT #6			
27	706.8130.0040	CONTRACTUAL EXPENSES	8,000.00	
	706.8130.0020	EQUIPMENT		4,000.00
	706.8130.0042	UTILITY EXPENSES		3,000.00
	706.8130.0047	SLUDGE DISPOSAL		1,000.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		

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CARMEL SEWER DISTRICT #7				
28	707.8130.0040	CONTRACTUAL EXPENSES	12,000.00	
	707.8130.0047	SLUDGE DISPOSAL	7,800.00	
	707.8130.0048	OTHER OPERATING EXPENSES	800.00	
	707.8130.0140	MICRO - CONTRACTUAL EXPENSES	16,000.00	
	707.8130.0020	EQUIPMENT		200.00
	707.8130.0042	UTILITY EXPENSES		1,300.00
	707.8130.0043	INSURANCE EXPENDITURES		200.00
	707.8130.0044	ENGINEERING SERVICES		500.00
	707.8130.0046	PURCHASE OF WATER		200.00
	707.8130.0049	SERVICES OTHER DEPARTMENTS		700.00
	707.8130.0090	CONTINGENCY		1,500.00
	707.8130.0142	MICRO - UTILITY EXPENSES		2,000.00
	707.8130.9909	APPROPRIATED FUND BALANCE	*	30,000.00
		- PROVIDE AND TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL SEWER DISTRICT #8				
29	708.8130.0020	EQUIPMENT	1,000.00	
	708.8130.0099	REPAIR RESERVE FUND		1,000.00
		- TRANSFER FOR EQUIPMENT PURCHASES		
CARMEL SEWER DISTRICT #1 EXT#3				
30	713.8130.0042	UTILITY EXPENSES	2,000.00	
	713.8130.0099	REPAIR RESERVE FUND		2,000.00
		- TRANSFER FOR UTILITY EXPENSES		
AIRPORT PARK CAPITAL FUND				
31	910.7140.0047	CONTRACTED BUILDING IMPROVEMENTS	12,600.00	
	910.7140.0040	CONTRACTUAL EXPENSES		1,100.00
	910.7140.0045	CONTRACTED IMPROVEMENTS		1,000.00
	910.7140.5031	INTERFUND TRANSFER - OTHER	*	10,500.00
		-PROVIDE AND TRANSFER FOR CAPITAL IMPROVEMENTS AT AIRPORT PARK		
CWD #2 CAPITAL PROJECT FUND				
32	962-8310-0045	CONTRACT CAPITAL IMPROVEMENTS	589,995.00	
	962-8310-0045	CONTRACT CAPITAL IMPROVEMENTS	462,250.00	
	962.8310.5710	PROCEEDS OF BORROWING	*	1,052,245.00
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING		

CARMEL SEWER DISTRICT #5 - ENTRY INTO MODIFIED ORDER ON CONSENT AUTHORIZED

WHEREAS, on or about June 19, 2019 the Town Board entered into an Order on Consent with the New York State Department of Environmental Conservation addressing and remediating certain violations at Carmel Sewer District #5 Treatment Plant concerning the treatment of effluent discharge at said plant; and

WHEREAS the New York State Department of Environmental Conservation has subsequently proposed a Modified Order on Consent addressing and remediating certain violations and imposing new effluent treatment standards for the facility at Carmel Sewer District #5 Treatment Plant; and

WHEREAS, the Town Engineer had advised that the Town of Carmel has already met and/or is able to meet the proposed milestone dates for Compliance Activity scheduled in the proposed Modified Order on Consent;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #5, hereby authorizes entry into the Modified Order on Consent in form as is on file in the Office of the Town Supervisor, and

BE IT FURTHER RESOLVED that the Town Supervisor Kenneth Schmitt is hereby authorized to execute said Modified Order on Consent and any necessary documentation related thereto.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

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(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

RESOLUTION ADOPTED IN SUPPORT OF APPLICATION TO PUTNAM COUNTY INDUSTRIAL DEVELOPMENT AGENCY - FILBEN GROUP, LLC AND FISHKILL REALTY GP, LLC

WHEREAS, the Town Board of the Town of Carmel has been advised by the principals of FilBen Group, LLC and Fishkill Realty GP, LLC that an application to the Putnam County Industrial Development Agency will be submitted in connection with the construction of the approved assisted living facility known as “Braemar at Carmel”;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel offers this resolution and hereby states its full support of the aforesaid application by FilBen Group, LLC and Fishkill Realty, LLC to the Putnam County Industrial Development Agency so that the project may have the access to agency programs necessary to achieve financial feasibility for its construction and operations; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign and submit a letter of support in general form as attached hereto and made a part hereof.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

November 12, 2021

Putnam County Industrial Development Agency
40 Gleneida Avenue
Carmel, NY 10512
Attn: William Nulk, Chairman

Dear Chairman Nulk:

Fishkill Realty GP LLC and its managing member FilBen Group LLC (both the “Company”) will be constructing a new 152-bed assisted living residence on a vacant wooded parcel located at 49 Seminary Hill Road, Carmel NY (the “Project”), to be known as Braemar at Carmel (“Braemar”). The Company has filed an application with Putnam County Industrial Development Agency (the “IDA”) to access agency programs necessary for the Project to achieve financial feasibility. I submit this letter in support of this Project.

The proposed three-story, 117,000 square-foot property will offer a complete array of residential and assisted living services including the provision of a Special Needs Assisted Living Residence (SNALR) memory care unit (32 beds) dedicated to serving residents with increasing dementia and high-acuity residents to remain in the facility and “age in place.” This type of senior housing is sorely needed in our community. This Project will provide affordable, quality housing for seniors

15 DECEMBER 2021
TOWN BOARD MEETING

(Cont.)

who can no longer live alone without assistance, but who do not need continual skilled nursing care. In addition to providing the local community with access to high-quality assisted living services, the Project will also be an economic engine creating approximately 75 full-time-equivalent job positions, 250 construction jobs, and generate more than \$3 million of economic activity annually for local area vendors and businesses supplying goods and services to the Project.

The COVID-19 pandemic has created unprecedented financial challenges for this project. Impediments to this project include increasing construction materials costs, labor shortages, escalating wages, tightening capital markets, supply chain difficulties and increasingly stringent loan underwriting standards. To assist in overcoming these challenges, the Company seeks to access financial incentives and assistance from the IDA including mortgage recording and sales tax exemption as well as a 10-year PILOT structure phasing to full taxation at a rate of 10 percent per annum. The Company confirmed to me that without IDA assistance the project will not be feasible and consequently is not likely to proceed.

The Project will fill an identified need in our community for quality assisted living housing and services for seniors who can no longer live alone without assistance, but who do not need continual skilled nursing care. Moreover, the Project will convert a piece of vacant land into a vibrant business in our community that creates construction jobs while the Project is being built and full-time employment positions once its doors are open. The Town of Carmel welcomes and supports the proposed Project and I strongly urge that IDA assistance be provided to ensure that this Project is developed in our community.

2022 USER FEE SCHEDULE - ADOPTED

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective January 1, 2022, the Town of Carmel User Fee Schedule for Fiscal Year 2022 in form as attached hereto and made a part hereof.

Resolution
Offered by: Supervisor Schmitt
Seconded by: Councilman Lombardi

Roll Call Vote	YES	NO	
Robert Schanil			Absent
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
TOWN CLERK'S OFFICE		
Certification:		
Registrar's Certification (Birth/Death)	10.00	
Town Clerks Certification (Marriage/Other)	10.00	
Genealogy Fee Schedule:	1 - 3 years - \$22.00	
	4 - 10 years - \$42.00	
	11 - 20 years - \$62.00	
	21 - 30 years - \$82.00	
	31 - 40 years - \$102.00	
	41 - 50 years - \$122.00	
	51 - 60 years - \$142.00	
	61 - 70 years - \$162.00	
Copies:		
Copies of Town Ordinance or Other Documents - Per Page	0.25	
Facsimile/Fax - Per Page	2.00	
Map (Zoning, Election, Other) - Black & White/Color	10.00/15.00	
USB Flash Drive	10.00	
Licenses:		
Auctioneering License - Annual	300.00	
Auctioneering License - One Day	150.00	
Annual Dog License Fee - spayed/neutered	7.50	
Annual Dog License Fee - unspayed/un-neutered	15.50	
Garbage Carting License - Renewal *	2,000.00	* Plus \$150 per truck inspection annually
Garbage Carting License - NEW *	2,500.00	* Plus \$150 per truck inspection annually
Marriage License	40.00	
Marriage License - Active Duty Members of US Armed Forces	waived	

15 DECEMBER 2021
TOWN BOARD MEETING

(Cont.)

Miscellaneous:			
Cemetery Grave Marker - Each		100.00	
Dog Pick-Up		-	
Dog Shelter Fee - First Impoundment		25.00	+ 20.00 Each Additional 24 Hours
Second Impoundment - within one year		50.00	+ 20.00 Each Additional 24 Hours
Third Impoundment - within one year		60.00	+ 20.00 Each Additional 24 Hours
Subsequent Impoundment - within one year		70.00	+ 20.00 Each Additional 24 Hours
Petition to Amend Zoning Ordinance		5000.00	
Permits:			
Canvassing/Soliciting Permit - 3 Months		25.00	
Public Assembly Permit - Each Event		200.00	
Sound Amplification Permit Commercial		100.00	per day
Sound Amplification Permit Residential		50.00	per day
Town Code:			
Annual Town Code Book Supplement		75.00	
Code Book		598.00	

User Fee Schedule 2022

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TOWN OF CARMEL ADOPTED USER SERVICE FEES –
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
POLICE DEPARTMENT		
Accident Report - Business	0.25	per page
Accident Report - Personal	0.25	per page
Finger Printing Service - Per Person	100.00	
Photograph	20.00	per photo
Police Special Escort Service - Per Hour		
Special Event or Special Services - Per Hour	150.00	with Town Contract
CD of Photographs from Casefile	50.00	
Tow Application Fee	250.00	Annual Application Fee
Vehicle Impound Fee	100.00	per vehicle
ALARM ORDINANCE		
Alarm Permit - 1 Year - Residential & Commercial	40.00	
One False Alarm	-	
Two False Alarms	-	* All alarm fees: 10% of outstanding balance after 90 days past due.
Three False Alarms	50.00	
Four False Alarms	100.00	
Five False Alarms	300.00	
Six-Nine False Alarms	400.00	
Ten or more False Alarms	500.00	
HIGHWAY DEPARTMENT		
Driveway Bond - "Refundable"	750.00	
Driveway Permit - Includes two Inspections	215.00	
Road Opening Bond - "Refundable" - Entire Road	1,000.00	
Road Opening Bond - "Refundable" - Half Road	500.00	
Road Opening Permit	215.00	

User Fee Schedule 2022

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TOWN OF CARMEL ADOPTED USER SERVICE FEES –
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
PARKS & RECREATION DEPARTMENT		
Camps:		
Playground Camp grade 2 - 8; 9:00 am - 3:00 pm	580.00	Non-Resident \$1,100.00
Primary Camp grade K - 1; 9:30 am - 2:30 pm	600.00	Non-Resident \$1,200.00
Camp Extended Day	250.00	
Classes/Lessons:		
Additional Swimming Lessons	\$75	Residents only
Adult Classes	\$65.00 - \$325.00	* plus \$35.00 non residents
CPR Review	\$75	Non-Resident \$110.00
Lifeguard Training Aid/Safety	\$380.00	Non-Resident \$415.00
Lifeguard Training Review	\$195.00	Non-Resident \$230.00
Youth Classes	FREE - \$180.00	* plus \$35.00 non residents
RTE - Responding to Emergencies	225.00	Non-Resident \$260.00
Swimming Lessons Including Permit	145.00	Residents only
Facilities Rental:		
Ballfield Rental - 2 Hour Limit	\$150.00/\$250.00 w/lights	
Boat Rental Fee	5.00	
Civic - Building Rental	200.00	+Supervisor Hourly Rate
Group Picnic/Pavilion	150.00	Residents Only
Private Building Rental	300.00	+Supervisor Hourly Rate
Sycamore Park Concession [Seasonal]	3,500.00	
ID/Permits: "Residents Only"		
Lake Access Card	50.00	
Family Beach Day Pass	20.00	
Adult Swimming Permit	100.00	
Daily Adult Beach Fee	8.00	
Daily Adult Guest Beach Fee	10.00	
Daily Youth Beach Fee	7.00	
Daily Youth Guest Beach Fee	9.00	
Family Swimming Permit	200.00	
Family Tennis Permit	80.00	
Resident Registration Fee	6.00	
Senior Resident Registration Fee	No charge	
Nanny Registration Fee	12.00	
Nanny Swim Permit	100.00	
Individual Tennis/Pickleball Permit	50.00	
Tennis/Pickleball Guest Fee	6.00	
Youth Swimming Permit	80.00	
Dog Parks:		
Sycamore Dog Park User Fee - Resident	30.00	Annual
Sycamore Dog Park User Fee - Non-Resident	80.00	Annual
Vendor Space Fee		
	\$20.00 per event	10'x10' Vendor Space for Special Events
	\$500.00 / Season * May – October	10'x10' Vendor Space for Farmers Market
	\$1,000.00 / Season * May – October	20'x10' Vendor Space for Farmers Market
	\$50.00 / Date	10'x10' Concession Vendor Space for Farmers Market - * Different Concession Vendors featured weekly
	\$180.00 / Season * 6 Sundays	10'x10' Craft Vendor Space for Farmers Market
	\$360.00 / Season * 6 Sundays	20'x10' Craft Vendor Space for Farmers Market
	\$40.00 / Date * Per day	10'x10' Craft Vendor Space for Farmers Market
Registration Cancellation Processing Fee	25% of program fee	Fee incurred if participant cancels their registration less than 5 days prior to class start date
Returned Deposited Bad Check - each item	20.00	

User Fee Schedule 2022

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15 DECEMBER 2021
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
BUILDING & CODES DEPARTMENT		
Accessory Apartment Permit	1,000.00	
Bed & Breakfast Special Application	1,000.00	
Building Permits -- Flat Rate PLUS Estimated Cost of Construction	125.00	Flat Rate PLUS
Estimated Cost of Construction -- Calculated as:	15.00	per \$1,000 Calculated Estimated Cost
Residential -- New construction	100.00	per sq. ft.
Residential -- Finish existing space to living space	25.00	per sq. ft.
Commercial	200.00	per sq. ft.
Commercial - Garage	75.00 - 80.00	per sq. ft.
Decks	50.00	per sq. ft.
Garage	75.00	per sq. ft.
Shed	25.00	per sq. ft.
Building Permits -- After structure is built	250.00	New Fee
Certificates of Compliance	80.00/150.00	Residential/Commercial
Certificates of Occupancy	80.00/150.00	Residential/Commercial
Excavation or Fill Permit for the first 2,000 cubic yards	200.00	Plus \$100 for each additional 1,000 CY
Inspection Fee for Clearance of Title Search Violation	200.00	Each Inspection
Mother/Daughter Permit	500.00	
Plumbing Permit Per Fixture	25.00	\$100.00 minimum fee
Plumbing/ Air Conditioning Inspection		
Re-Inspection Fee When Inspection Requested but Job Not Ready	250.00	Paid in Advance of 2nd Inspection
Sign Permit	150.00	
Swimming Pool Permit - Above Ground	250.00	
Swimming Pool Permit - In Ground	500.00	
HVAC Fee	125.00	Flat Rate plus
	20.00	per \$1,000 Estimated Cost of Installation
Title Search	275.00/425.00	Residential/ Commercial + \$100 per establishment
Zoning Letter	100.00	
Outdoor Dining Annual Fee	100.00	Annual Fee
Outdoor Dining (fee per 10 or more seats)	+ 50.00/up to 10 seats	An add'l \$50.00 for 11 or more seats
Fire Inspection: Multifamily / Commercial	150.00 / 100.00	Commercial \$100 per establishment
Blasting Permit	300.00	per month
Operational Permits *	100.00	
* (NYS DOS requires towns to issue permits for storage of certain materials and certain uses)		
Natural Gas Inspections		
Residential	125.00	(5 Fixtures) \$10 each additional
Commercial	175.00	(5 Fixtures) \$20 each additional
Liquid Propane Gas Inspections		
Residential	125.00	(5 Fixtures) - \$10 each additional
Commercial	175.00	(5 Fixtures) - \$20 each additional

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
ENVIRONMENTAL CONSERVATION REVIEW BOARD		
ECB Wetlands Marker	25.00	
Permit Renewal/Extension Fee	200.00	\$200.00 for each one year permit renewal/extension;
Application Withdrawal	100.00	
Letter of Maintenance	100.00	
Letter of Permission (In lieu of application)	150.00	
Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof	150.00	Total Wetland Include, 100' Control Area (per acre)
Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof	125.00	Total Wetland Include, 100' Control Area (per acre)
Private Consultation/Conference with Wetland Inspector Per Hour	200.00	
Public Hearing	minimum \$200.00 or cost	
SEQR - DEIS	1% of Bond	
Site Plan Inspection - Single Lot - Per Acre or Part Thereof	300.00	Total Wetland Include, 100' Control Area (per acre)
Subdivision Plan Inspection - Per Acre or Part Thereof	300.00	Total Wetland Include, 100' Control Area (per acre)
Tree Cutting - Up to 5 Acres	500.00	Escrow to be determined by Professional Forester
Tree Cutting - 5 to 25 Acres	1,000.00	Escrow to be determined by Professional Forester
Tree Cutting - Over 25 Acres	1,500.00	Escrow to be determined by Professional Forester
Minor Wetland Permit Application - for projects disturbing up to 1,000 sq ft in the 100 ft buffer area.	225.00	
* Escrow Fee for Minor Project	500.00	
Major Wetland Permit Application - for projects disturbing 1,000 sq ft or greater in the 100 ft buffer area or any disturbance in the buffer.	500.00	*plus \$100 for each add'l 1,000 sq ft disturbance (or part thereof) in the 100 ft buffer. Maximum fee \$1,000
* Escrow Fee for Major Project	2,500.00	*as determined by the Town's Wetland Inspector
Wetland Determination for Health Dept	200.00	
Floodplain Permit Fee	minimum \$250.00	maximum \$500
ZONING BOARD OF APPEALS		
280A Exemption	400.00	
Application Withdrawal	100.00	
Area Variance Application	200.00	
Bed and Breakfast Special Permit Application	400.00	
Interpretation of Ordinance	400.00	
Use Variance Application	400.00	
Computer address labels for variance mailing	50.00	
NOTIFICATION SIGN	50.00	per sign
PLANNING BOARD		
PLANNING SUBDIVISION FEES:		
Sketch fee	1,250.00	One time fee
Preliminary Fees		
Major Subdivision	5,500.00	Plus \$950 per lot
Minor Subdivision	3,500.00	Plus \$950 per lot
"Extension of Preliminary Sub-division"	2,500.00	
Final Fees:		
Amendment to Final Plat	2,500.00	
Major Subdivision	2,500.00	Plus \$750 per lot
Minor Subdivision	2,500.00	Plus \$750 per lot
Re-approval of Final Approval	2,500.00	(Does not include SEQR fees)
Extension of final approval	2,500.00	
OPEN DEVELOPMENT REVIEW FEE	3,500.00	
LOT LINE ADJUSTMENT FEE	3,500.00	

15 DECEMBER 2021
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
SITE PLAN FEES:		
Commercial Site Plan -- Flat Rate PLUS Parking Spaces	2,000.00	Plus \$100 per Parking Spaces
Residential Site Plan -- Flat Rate PLUS Unit Fee	3,000.00	PLUS \$500 per Dwelling Unit
Amendment to Previous Approved Site Plan -- with no new parking spaces	3,000.00	
Amendment to Previous Approved Site Plan -- with new parking spaces	3,000.00	Plus \$100 per Parking Spaces
Re-grant of Site Plan Approval	3,000.00	
Extension of Site Plan Approval	2,000.00	
SPECIAL SITE PLAN FEES		
Boat House/Bathhouse	1,000.00	
Parking Lot	1,000.00	
Pools/Tennis Courts/ Playgrounds	1,000.00	
Residential Barns	1,000.00	
Residential Dock	1,000.00	
Residential Horse Riding Ring	1,000.00	
Home Office	1,000.00	
LANDFILL, SURFACE GRADING, & OTHER EXCAVATION		
Up to 2 Acres	300.00	
From 2 to 5 Acres	600.00	
Over 5 Acres	900.00	Plus \$40.00/Acre
ARCHITECTURAL REVIEW		
New Commercial Structure Review	300.00	
Modification to Existing Commercial Structure Review	200.00	
Other Structure or Sign Review	100.00	
Single Family Residential Structure Review	150.00	
Two or More Family Residential Structure Review	150.00	Plus 50.00 each Additional Unit over two
PLANNING/MISCELLANEOUS FEES:		
Engineering Fee (Site Plans & Subdivisions) - Technical Review and Construction Inspections	5%	% of Bond Amount
Public Hearings Including Bond Returns and Reductions	250.00	Per Hearing
Planning Board SEQR Escrow Fees - DEIS	2.00%	Not to exceed 2% of Project Value
Planning Board SEQR Escrow Fees - FEIS	2.00%	Not to exceed 2% of Project Value
Recreation Fee in Lieu of Parklands	8,500.00	Per Residential Lot
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	3,500.00	Per Dwelling/Apartment for site plan with approvals originating prior to 12/31/15
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	6,500.00	Per Dwelling/Apartment for site plan with approvals originating after 1/1/16
Recreation Fee Multi Family Developments	7,000.00	Per Dwelling
Computer address labels	50.00	
NOTIFICATION SIGN	50.00	per sign

TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2022

FEE DESCRIPTION	ADOPTED 2022 USER FEES	
DEPARTMENT MISCELLANEOUS TOWN SERVICES:		
Computer Labels	0.05	Each Label - 5.00 Minimum
Computer Report of Tax Parcels	0.25	Per Page - 5.00 Minimum
Copies of Plans/Maps - 24" x 36"	10.00	
Copies of Records/Documents	0.25	Per Page
Mail Reminder Notices	2.00	
Returned Deposited Bad Check - Each Item	20.00	
Tax or Record Search and Copy	5.00	
Tax or Record Search and Copy with Letter	10.00	
Floodplain Permit	250.00	
Banner Permit Fee (non-waivable)	400.00	* Fee for each banner issued under permit - Revised 4/2015
SPECIAL DISTRICTS		
PARK DISTRICTS:		
Building Rental - District Resident	150.00	
Building Rental - Non-District Resident	N/A	
Building Rental Deposit - "Refundable"	150.00	
Building Rental Cleaning Fee	100.00	
SEWER DISTRICTS:		
Sewer System Service Application, including one inspection (where Street Lateral to Curb Line exists)	250.00 500.00	Residential Commercial
Sewer System Connection Additional Inspection - Each Inspection	50.00	
Sewer Sludge Dumping Fee, each 1000 gallons	200.00	
Out of District Application Fee - Residential	3,500.00	
Out of District Application Fee - Commercial	4,500.00	
Pretreatment Permit Exceedence Surcharge	500.00	
WATER DISTRICTS:		
Water System Service Application, including one inspection (where water line curb box exists)	250.00 500.00	Residential Commercial
Water System Connection Additional Inspection - Each Inspection	50.00	
New Badger Water Meter Purchase - 3/4"	Base \$100.00 Encoder - \$100.00 Endpoint \$300.00 Total - \$500.00	Residential 3/4"
New Badger Water Meter Purchase - 1" or greater	****At Replacement Cost****	plus 15%
Water Meter Replace Due To Customer's Damage	****At Replacement Cost****	plus 15%
Water Meter Test, by written request of consumer	200.00	* If test shows the meter failed no cost; if test shows meter functions then fee applies
Water service turned on or off	50.00	
Water sprinkler tap - Annual Fee	200.00	
Final Bill Fee	35.00	
Bulk Water Sales	10 times the normal in district rate	Minimum fee \$300.00
Out of District Application Fee - Residential	3,500.00	
Out of District Application Fee - Commercial	4,500.00	
Water Bill Adjustment from Estimate to Actual	25.00 after 2nd adjustment	
Manual read meter and process usage for meters that have not been upgraded	\$300.00 Residential/\$600.00 Commercial	Billed Semi-Annual
Install Meter Pit at Residence/Business	****Repalcement Cost****plus 25%	

**POLICE DEPARTMENT - 2022 VOLUNTARY RETIREMENT INCENTIVE PROGRAM
AUTHORIZED**

WHEREFORE, the Town Board for the Town of Carmel (“Town Board”) has developed a Voluntary Retirement Incentive Program (the “Program”) for the members of the Uniformed Patrol Division of the Town of Carmel Police Department (“Department”) who are eligible to retire under a New York State Retirement System plan offered by the Town;

WHEREFORE, the Program and requirements therefore are fully described in the General Announcement to Eligible Employees (“General Announcement”) and the attachments thereto;

WHEREFORE, the Town of Carmel Police Benevolent Association (“PBA”) has agreed to the terms of the Program and has executed a Memorandum of Agreement regarding same (“MOA”);

BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to take all necessary steps for the implementation and execution of the Program, including but not limited to, on behalf of the Town: (i) executing the MOA with the PBA; (ii) signing any individual Retirement Agreement and General Release; and (iii) authorizing payments required under the Program.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

**TOWN OF CARMEL POLICE DEPARTMENT
2022 VOLUNTARY RETIREMENT INCENTIVE PROGRAM
GENERAL ANNOUNCEMENT TO ELIGIBLE EMPLOYEES**

IN GENERAL

• WHAT IS THE 2022 VOLUNTARY RETIREMENT INCENTIVE PROGRAM?

The Town of Carmel (“Carmel” or the “Town”) has adopted the 2022 Voluntary Retirement Incentive Program (the “VRIP” or “Program”). The Program provides special separation benefits to eligible employees of the Town of Carmel Police Department (“Department”) who voluntarily retire from their employment in connection with the terms and conditions outlined in this General Announcement to Eligible Employees (“General Announcement”) while the VRIP remains in effect.

Eligible employees who retire under the VRIP will receive:

- a one-time lump sum retirement incentive of \$50,000.00; and
- all benefits to which they would be entitled under the Town Employee Handbook or the Collective Bargaining Agreement, as amended (“CBA”), between the Town of Carmel Police Benevolent Association (“PBA”) and the Town, as applicable.

The VRIP is being offered for a limited period of time for employees who retire beginning on or after January 15, 2022, and on or before April 15, 2022.

• WHO IS ELIGIBLE FOR THE VRIP?

You are eligible to retire under this VRIP if you:

- Are a full-time Sworn Member of the Department eligible to retire under one of the plans offered by Town in accordance with the New York State Police and Fire Retirement System (“Retirement System”), and all other applicable law, rules, and regulations as of the date of this General Announcement;

**15 DECEMBER 2021
TOWN BOARD MEETING**

(Cont.)

- Notify the Board in writing at least thirty (30) days before the effective date of your retirement of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than January 15, 2022 and no later than April 15, 2022; and
- Execute an agreement and release in a form prepared by the Town promptly following their retirement date.

Any employee who has retired prior to January 15, 2022, shall NOT be eligible to participate in the VRIP.

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- **IF I AM ELIGIBLE, WHAT ARE THE REQUIREMENTS FOR PARTICIPATING IN THE VRIP?**

In order to participate in and receive benefits under the VRIP:

- You must return to the Town Board a completed copy of the Request to Retire form attached to this General Announcement as Exhibit "1" **AT LEAST THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF YOUR RETIREMENT; AND**
- You must continue to perform your duties until the effective date of your retirement with the Retirement System ("Retirement Date") unless otherwise directed by the Town; AND
- You must sign a copy of the Retirement Agreement and General Release ("Retirement Agreement") a draft of which is attached to this General Announcement as Exhibit "2" by no sooner than the Effective Date, but no later than seven (7) days thereafter.

However, you will NOT be eligible to participate in and receive benefits under the VRIP if you revoke your acceptance of the Retirement Agreement during the revocation period specified in the Retirement Agreement.

- **SEVERANCE AND CASH PAYMENTS**

If you voluntarily retire and satisfy all of the conditions for receiving benefits under the Program, you will receive retirement incentive in an amount equal to \$50,000 ("Retirement Incentive") on the Town's first regularly-scheduled payday following the expiration of the revocation period described in the Retirement Agreement, provided you do not revoke your acceptance of the Retirement Agreement.

HOW TO PARTICIPATE AND RETIRE UNDER THE VRIP

- **WHAT DO I HAVE TO DO IF I WANT TO VOLUNTARILY RETIRE UNDER THE VRIP?**

If you decide that you want to voluntarily retire from employment under this VRIP, you must sign the Request to Retire form and return it directly to the Town Board c/o Anne Pasquerello by delivering it personally to Ms. Pasquerello or via email at amp2@ci.carmel.ny.us **AT LEAST THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF YOUR RETIREMENT**. If you do not return the Request to Retire form by that date, you will not be able to retire from employment under this VRIP.

- **CAN I WITHDRAW MY REQUEST TO RETIRE?**

Yes. You can withdraw your Request to Retire and continue your employment with the Town in accordance with your current terms and conditions of employment at any time before the Retirement Date in accordance with the rules and requirements of the Retirement System.

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(Cont.)

GENERAL INFORMATION ABOUT THE VRIP

• **NO EFFECT ON OTHER BENEFITS**

Retirement under this VRIP shall not affect the employee’s eligibility for other retirement or separation benefits under the CBA or Employee Handbook, as applicable. The Retirement Incentive shall not be deemed wages and shall therefore not be considered in determining an employee’s final average salary under the Retirement System.

• **VRIP AMENDMENT AND TERMINATION**

The Town has the power to amend, modify, suspend or terminate this VRIP at any time with respect to any employee at any time prior to the employee’s cessation of employment.

• **BENEFITS NON-ASSIGNABLE**

Benefits under this VRIP may not be anticipated, assigned or alienated.

• **GOVERNING LAWS**

The provisions of the VRIP shall be construed, administered and enforced according to applicable Federal law and the laws of the State of New York.

OTHER INFORMATION

• **IS THIS VRIP MANDATORY?**

Absolutely not. This VRIP is entirely voluntary.

If you believe you are being forced or coerced to resign by any Town official, the PBA, PBA member, or any other individual, you should immediately report this to the Supervisor.

• **HOW DO I LEARN MORE ABOUT THE VRIP?**

If you have any questions about the VRIP, the Request to Retire or the Retirement Agreement, please contact the Supervisor during normal business hours. However, please note that all aspects of the VRIP are governed by the terms of this General Announcement and the Retirement Agreement, and cannot be altered by any statements. If any conflict exists between this General Announcement and any written or verbal communications relating to the VRIP other than the Retirement Agreement, the terms of the General Announcement will govern. If there is ever any discrepancy between this General Announcement and the Retirement Agreement, the Retirement Agreement will control in all instances.

RETIREMENT AGREEMENT AND GENERAL RELEASE (“Retirement Agreement”)

The Town of Carmel (the “Town” or “Employer”), and _____, (“Employee” or “I”) who resides at _____, agree that:

1. **REQUEST TO VOLUNTARILY RETIRE FROM EMPLOYMENT.** I hereby confirm that I have submitted a voluntary Request to Retire from my employment with the Town, in accordance with the terms and conditions of the Town of Carmel Police Department 2022 Voluntary Retirement Incentive Program (the “VRIP” or “Program”) as described in the Town of Carmel Police Department 2022 Voluntary Retirement Incentive Program General Announcement to Eligible Employees (“General Announcement”) and this Retirement Agreement. I understand that all of the information contained in the General Announcement is incorporated in this Retirement Agreement by reference. I further confirm that I have received, read and understand all of the terms and conditions for participating in the VRIP specified in the General Announcement and this Retirement Agreement.

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2. **PROGRAM ELIGIBILITY, TIME LIMITS, ELECTION PROCESS AND APPLICABLE DATA.** The eligibility requirements for participating in the VRIP, the procedures for requesting to participate in the VRIP, and the time period for submitting requests to participate in the VRIP are described in the General Announcement. Individuals who are eligible for the VRIP, who request to participate in the VRIP, and who comply with all of the terms and conditions for participating in the VRIP, will be provided with the special retirement benefits as described in, and subject to the terms and conditions of, the General Announcement and this Retirement Agreement.

Attached to this Retirement Agreement as Exhibit "A" is a list of the job titles and ages of all individuals within the decisional unit applicable to the VRIP who are eligible to participate in the Program as of January 15, 2022. Attached to this Retirement Agreement as Exhibit "B" is a list of the job titles and ages of all individuals within the decisional unit applicable to the VRIP who are not eligible to participate in the Program as of January 15, 2022.

3. **CONSIDERATION.** I understand that in consideration for my execution and non-revocation of this Retirement Agreement and my compliance with all of the terms and conditions set forth in this Retirement Agreement and the General Announcement that apply to me, the Town agrees to provide me with the monetary consideration set forth in the General Announcement (the "Retirement Incentive"). The Town will issue the Retirement Incentive in a single lump sum on the Town's first regularly-scheduled payday following the expiration of the revocation period described below, provided you do not revoke your acceptance of the Retirement Agreement. The Retirement Incentive shall not be deemed wages and shall therefore not be considered in determining an employee's final average salary under the New York State Police and Fire Retirement System ("Retirement System").

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4. **LAST DAY OF EMPLOYMENT.** I affirm I have retired pursuant to the requirements of the Retirement System and the effective date of such retirement was _____, 2022 ("Retirement Date").

5. **GENERAL RELEASE, CLAIMS NOT RELEASED AND RELATED PROVISIONS.**

a. **General Release of All Claims.** I, my heirs, executors, administrators, successors and assigns (collectively referred to throughout this Retirement Agreement as "Releasors"), knowingly and voluntarily release and forever discharge, to the fullest extent permitted by law, the Town of Carmel, its affiliates, subsidiaries, divisions, insurers, reinsurers, successors and assigns, and the current and former employees, attorneys, officers, directors, departments, Board members, elected officials, and agents of the Town and each of the foregoing entities affiliated with the Town, both individually and in their business capacities, and the employee benefit plans and programs ("Employee Benefit Plans"), administrators and fiduciaries of the Town and each of the entities affiliated with the Town identified above (all collectively referred to throughout this Retirement Agreement as "Releasees"), of and from any and all claims, known and unknown, asserted or unasserted, which Releasors have or may have against Releasees up to and including the date I sign this Retirement Agreement, including, but not limited to, any alleged violation of the following laws and other sources of legal rights, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Rehabilitation Act of 1973;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Worker Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act of 1993;
- The Equal Pay Act of 1963;
- The Genetic Information Nondiscrimination Act of 2008;
- The Families First Coronavirus Response Act;
- The New York State Executive Law;

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- The New York State Human Rights Law;
- The New York State Labor Law;
- The New York State Equal Rights Law;
- The New York State Civil Rights Law;
- The New York Whistleblower Law;

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- The New York Wage Hour, Wage Payment and Wage Benefits Law and Regulations;
- The New York Minimum Wage Law;
- The New York Worker Adjustment and Retraining Notification Act;
- The Retaliation/Discrimination provisions of the New York Workers' Compensation Law;
- any other federal, state, local or other law, rule, regulation, constitution, code, guideline or ordinance;
- any public policy, contract (oral or written, express or implied), tort law or common law; or
- any statute, common law, agreement or other basis for seeking or recovering any costs, fees or other expenses, including but not limited to attorneys' fees and/or costs.

b. **Claims Not Released.** Releasors are not waiving any rights they may have to: (i) my vested accrued employee benefits under any health, welfare or retirement benefit plans as of my Retirement Date; (ii) my benefits and/or my right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Retirement Agreement; (iv) enforce this Retirement Agreement; and/or (v) challenge the validity of this Retirement Agreement.

c. **Governmental Agencies.** I understand that nothing in this Retirement Agreement prohibits or prevents me from filing a charge with or participating, testifying or assisting in any investigation, hearing or other proceeding before the U.S. Equal Employment Opportunity Commission or a similar agency enforcing federal, state or local anti-discrimination laws. However, to the maximum extent permitted by law, I agree that if such an administrative claim is made to such an anti-discrimination agency, I shall not be entitled to recover any individual monetary relief or other individual remedies.

d. **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Releasors waive any right or ability to be class or collective action representatives or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Town or any other Releasee identified in this Retirement Agreement is a party.

6. **ACKNOWLEDGMENTS AND AFFIRMATIONS.**

I affirm that:

- a. Releasors have not filed, caused to be filed, or presently are parties to any claim against Releasees;
- b. I have been paid and/or have received all compensation, wages, bonuses, commissions and/or benefits which are due and payable as of the date I sign

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this Retirement Agreement, and, if applicable, I have reported all of the hours I worked while I was employed by the Town as of the date I sign this Retirement Agreement;

- c. The Town has granted me any leave to which I was entitled from the Town under the Family and Medical Leave Act or related state or local leave or disability accommodation laws;
- d. I have no known workplace injuries or occupational diseases except those workplace injuries or occupational diseases I have reported to the Town and/or New York State, and for which I have been issued a workers' compensation case number as of the date of this Agreement;
- e. I have not filed a claim for Medicare benefits;
- f. I have not divulged any financial, proprietary or confidential information of the Town and will continue to maintain the confidentiality of such information consistent with the Town's policies and procedures and/or any applicable common law;
- g. I have not been retaliated against for reporting any allegations of wrongdoing by the Town, its representatives or any other Releasees described in this Retirement Agreement; and
- h. All of Town's decisions regarding my pay and benefits through my Retirement Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

7. **LIMITED DISCLOSURE.** Except as otherwise required by law, permitted by Paragraph "5(c)" above or specified in this Paragraph "7," I agree to refrain from disclosing to any person or entity: (a) any information regarding the underlying facts leading up to this Retirement Agreement; (b) any information regarding the existence or substance of this Retirement Agreement, including but not limited to the fact of payment and the nature or the amount of the monies and the other consideration specified in the General Announcement; and (c) any trade secrets, proprietary information, financial information, regulatory information, technical information, product information, development information, business information, privileged information, commercial information, personnel information or other confidential information pertaining to the Town, to any other Releasees, and/or to any current, former or prospective employees, officers, directors, affiliates, customers, clients or vendors of the Town and/or of any other Releasees, which I learned through my employment with the Town (all information referenced in clauses (a) through (c) above collectively referred to in this Retirement Agreement as "Confidential Information"). However, nothing in this Paragraph "7" will prohibit me from discussing the terms of this Retirement Agreement with: (i) my spouse, tax advisor and/or attorney with whom I choose to consult regarding my consideration of this Retirement Agreement, provided that I advise such individuals of the

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confidentiality of this information and they agree to maintain the confidentiality of this information; and/or (ii) any federal, state or local government agency.

8. **RETURN OF PROPERTY.** I have delivered to the Town, without copying or reproducing: (a) all documents, files, notes, memoranda, manuals, lists, computer disks, computer databases, computer programs and/or other storage media within my possession or control that reflect any Confidential Information; and (b) all items or other forms of property and/or equipment belonging to the Town or to any other Releasees described in this Retirement Agreement within my possession or control, including but not limited to badges, keys, electronic equipment, business equipment and lists of current, former or prospective employees, officers, directors, affiliates, customers, clients or vendors of the Town and/or of any other Releasees described in this Retirement Agreement. Immediately upon my execution of this Retirement Agreement or at any other time requested by the Town, I also agree to delete any Confidential Information from any computer hard drive or computer system within my possession or control that is not located on the Town's premises. However, nothing in this paragraph will prevent me from retaining any documents in my possession or control concerning my employee benefits and/or my compensation. I further affirm that I possess all of the property held at the Town's premises that belonged to me, and the Town does not possess any property which belongs to me.

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9. **GOVERNING LAW.** This Retirement Agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. If I and/or any other Releasor breach any provision of this Retirement Agreement, I affirm the Town and/or any other affected Releasee may institute an action or proceeding: (a) to specifically enforce any term or terms of this Retirement Agreement; (b) to recover damages resulting from such breach in an amount to be determined by a court of competent jurisdiction; (c) to terminate the Town's obligations to provide monetary payments under this Retirement Agreement; and/or (d) to seek any other legal or equitable relief permitted by law, including but not limited to injunctive relief.

10. **SEVERABILITY.** Should any provision of this Retirement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Retirement Agreement in full force and effect. If the general release language is found to be illegal or unenforceable, I agree to execute a binding replacement release.

11. **NONADMISSION OF WRONGDOING.** I agree that neither this Retirement Agreement nor the furnishing of the consideration for this Retirement Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of any wrongdoing or evidence of any liability or unlawful conduct of any kind.

12. **AMENDMENT.** This Retirement Agreement may not be modified, altered or changed except in a writing signed by the Town Supervisor (with the prior authorization of the Board) and me that specifically refers to this Retirement Agreement.

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13. **WAIVER OF RIGHTS.** I understand that this Retirement Agreement is a legally binding document under which Releasors are giving up certain rights, including any rights I may have under the Age Discrimination in Employment Act of 1967. As a result, the Town advises me to consult with an attorney of my choosing before I sign this Retirement Agreement. I understand that I have been given forty-five (45) calendar days from the day I receive this Retirement Agreement in which to consider this Retirement Agreement.

14. **REVOCATION.** I understand that I may revoke this Retirement Agreement during the period of seven (7) calendar days following the day on which I sign this Retirement Agreement. I understand that if I revoke this Retirement Agreement, I will not be eligible to participate in or receive benefits under the VRIP. Any revocation within the seven (7) day period set forth in this paragraph must be submitted, in writing, to The Town Board for the Town of Carmel, c/o Ms. Anne Pasquerello, 60 McAlpin Avenue, Mahopac, New York 10541 and must state: "I hereby revoke my acceptance of our Retirement Agreement and General Release." The revocation must be either: (a) personally delivered to Ms. Pasquerello within 7 calendar days after the day I sign the Retirement Agreement; or (b) delivered to Ms. Pasquerello at the address specified above through a reputable overnight delivery service with documented evidence that it was sent within 7 calendar days after the day I signed the Retirement Agreement. This Retirement Agreement shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday or legal holiday recognized by the State of New York, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday or legal holiday.

15. **ENTIRE AGREEMENT.** This Retirement Agreement sets forth the entire agreement between the Town and me, and fully supersedes any prior agreements, understandings or obligations between Releasors and Releasees pertaining to the subjects addressed herein, with the exception of any provisions of an applicable collective bargaining agreement and/or relevant provisions of the Employee Handbook as they pertained to me during my employment. I acknowledge that I have not relied on any representations, promises, agreements or offers of any kind made to me in connection with my decision to enter into this Retirement Agreement, except for those set forth in this Retirement Agreement and the General Announcement.

EMPLOYEE IS HEREBY ADVISED THAT EMPLOYEE HAS UP TO FORTY-FIVE (45) CALENDAR DAYS TO CONSIDER THIS RETIREMENT AGREEMENT. EMPLOYEE IS ALSO ADVISED TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOOSING PRIOR TO SIGNING THIS RETIREMENT AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS RETIREMENT AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL FORTY-FIVE (45) CALENDAR DAY CONSIDERATION PERIOD.

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EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION,
ENTERS INTO THIS RETIREMENT AGREEMENT INTENDING TO WAIVE, SETTLE

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AND RELEASE ALL CLAIMS RELEASORS HAVE OR MIGHT HAVE AGAINST
RELEASEES AS OF THE DATE EMPLOYEE SIGNS THIS RETIREMENT
AGREEMENT.

The Parties knowingly and voluntarily sign this Retirement Agreement as of the date(s) set forth
below:

Town of Carmel

By: _____
Employee Signature

Date

Print Employee Name

Employee Title

By: _____
Supervisor

Date

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EXHIBIT A

JOB TITLES AND AGES OF INDIVIDUALS WHO ARE ELIGIBLE FOR THE TOWN
OF CARMEL POLICE DEPARTMENT 2022 VOLUNTARY RETIREMENT
INCENTIVE PROGRAM (“PROGRAM”) IN THE DECISIONAL UNIT APPLICABLE
TO THE PROGRAM

Job	Age as of January 15, 2022
RANK	AGE
RANK	AGE

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EXHIBIT B

**JOB TITLES AND AGES OF INDIVIDUALS WHO ARE NOT ELIGIBLE FOR THE
TOWN OF CARMEL POLICE DEPARTMENT 2022 VOLUNTARY RETIREMENT
INCENTIVE PROGRAM IN THE DECISIONAL UNIT APPLICABLE TO THE
PROGRAM**

DECISIONAL UNIT

The decisional unit applicable to the Program is comprised of all individuals who:

- Are a full-time Sworn Member of the Department eligible to retire under one of the plans offered by Town in accordance with the New York State Police and Fire Retirement System ("Retirement System"), and all other applicable law, rules, and regulations as of the date of the General Announcement;
- Notify the Board in writing at least thirty (30) days before the effective date of your retirement of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than January 15, 2022, and no later than April 15, 2022; and
- Execute an agreement and release in a form prepared by the Town promptly following their retirement date.

Any employee who has retired prior to January 15, 2022, shall NOT be eligible to participate in the VRIP.

INELIGIBLE EMPLOYEES

The following employees in the decisional unit are not eligible to participate in the Program: N/A

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MEMORANDUM OF AGREEMENT ("MOA")

WHEREAS, the Town of Carmel Police Benevolent Association, Inc. ("PBA") represents members of the Town of Carmel Police Department ("Department") assigned as Patrolmen, Sergeant, Detective and Detective-Sergeant ("Employees");

WHEREAS, the Town of Carmel ("Town") and PBA are parties to a Collective Bargaining Agreement with a duration of January 1, 2015 to December 31, 2021, and have agreed to a successor agreement for the period of January 1, 2022 to December 31, 2029 (collectively the "CBA");

WHEREAS, the Town desires to offer a voluntary retirement incentive program ("Program") to certain members of the Department, including but not limited to certain Employees;

NOW, THEREFORE, the Town and PBA agree, subject to the approval of the Town Board:

1. The Town shall make the Program available to eligible Employees in accordance with the "General Announcement" attached hereto.
2. This MOA is non-precedential and shall expire pursuant to the terms of the General Announcement.

3. Except as stated otherwise herein, this MOA shall not affect the terms and conditions of the CBA.

ON BEHALF OF TOWN OF CARMEL TOWN BOARD

Date _____

Date _____

**POLICE DEPARTMENT - SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF WESTCHESTER AND THE TOWN OF CARMEL FOR USE OF
FIRING RANGE FACILITY AUTHORIZED**

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk Ann M. Spofford after signature by the Town Supervisor.

Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil			Absent
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

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and

_____, a municipal corporation of the State of New York, having an office and place of business at _____, New York _____ (hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, the County, acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the "Department"), has a firing range facility ("Firing Range") located at the County's Police Academy in Valhalla, New York, also known as the Grasslands Reservation, in the Town of Mount Pleasant, New York ("Police Academy"). This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

WHEREAS, Municipality desires to send its public safety employees to the Firing Range for firearms training purposes, upon the terms and conditions set forth below.

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

Section 1. The County and the Municipality agree that the Municipality may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. The Municipality may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. The Municipality must contact the Department by telephone to determine

availability and make a reservation at least forty-eight (48) hours prior to the desired firearms training session. Promptly thereafter, upon at least twenty-four (24) hours prior to the reservation date, the Municipality shall send via facsimile or email a written confirmation letter to the Department specifying the dates and times reserved. The Department's Firing Range telephone number is (914) 231-4381 and the facsimile number is (914) 231-4389. It is hereby understood by the Municipality that an email will be provided by the Department's Firing Range personnel upon a telephonic request for same from the Municipality.

Section 2. In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, the Municipality shall pay a flat fee of Six Hundred and Thirty (\$630.00) Dollars per eight (8) hour tour, for a maximum number of thirty-six (36) officers in attendance. The Firing Range shall be operated under the direction of the safety officer. The Municipality shall adhere to all instructions issued by the Department's safety officer. A Municipality shall have the option of requesting the Department to provide a firearms instructor to assist with the training process of its employees. If the Municipality requests a firearms instructor, the Municipality shall pay an additional fee equal to \$80.79 per hour or \$646.32 per eight (8) hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

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In the event that police officers from the Municipality provide instruction at the Police Academy under a separate agreement between the County and the Municipality, the Department's Commissioner or his duly authorized designee may provide such Municipality with a credit equal to one (1) eight (8) hour tour at the Firing Range for each seven (7) hours of instruction at the Police Academy.

The County shall send an invoice to the Municipality not later than the 15th day of the month following the month in which the services were provided by the County. The Municipality shall pay any such invoice within thirty (30) days of receipt thereof.

Section 3. The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A," entitled "Standard

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Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 4. In no event shall the County have any obligation to the Municipality or its employees for a any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

Section 5. The term of this Agreement shall commence upon execution and continue in full force and effect until July 31, 2025, unless terminated earlier pursuant to the terms herein.

Section 6. This Agreement may be terminated by either party by giving written notice of such termination to the other party not less than thirty (30) days prior to the effective date of such termination.

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Section 7. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight

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courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Acting Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality: _____

Section 8. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9. This Agreement and its attachments constitute the entire Agreement 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.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

Section 10. The Municipality and the County agree that the Municipality and its officers, employees, agents, Municipalities, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Municipality covenants and agrees that neither the

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Municipality nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 11. Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations relating to this Agreement.

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Section 12. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

Section 13. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 14. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Thomas A. Gleason
Acting Commissioner –Sheriff
Department of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 2020 - _____ on _____, 2020.

Approved as to form and
Manner of execution:

Assistant County Attorney
The County of Westchester
Firing Range IMA Template.cmc.05.12.2020.doc

Date

MUNICIPALITY'S ACKNOWLEDGEMENT

Notary Public County

(Signature)

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TOWN BOARD MEETING

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STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2020, before me personally
came _____,
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by
me duly sworn did depose and say that he, the said _____
resides at _____
and that he is _____ of said municipal corporation.

Notary Public County

SCHEDULE "A"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY-Firing Range Agreement)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of the Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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(Cont.)

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Employer's Liability with minimum limit of \$100,000.00.
- c) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages::
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

- d) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- f) Police Professional Liability: The Municipality shall provide proof of such insurance (\$1,000,000 per occurrence)

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3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

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**RESOLUTION ADOPTED REQUESTING AMENDMENTS TO NEW YORK STATE'S
CRIMINAL JUSTICE REFORMS**

WHEREAS, sweeping reforms were enacted to New York's criminal justice statutes during the 2019 state legislative session; and

WHEREAS, several of the drastic changes in the laws pertaining to discovery and bail are overly broad and vague and are having unintended consequences at the municipal level, all of which have been evident over the course of the past two years; and

WHEREAS, the dramatically shortened time period in which prosecutors must disclose evidence to defendants and the broad expansion of the matters to which such discovery mandates apply has had significant cost, tax and justice implications for cities and villages with police departments, local justice courts or code/parking enforcement departments; and

WHEREAS, cities, towns and villages have not realized savings from the bail reform's reduction of the burden on county jails; and

WHEREAS, law abiding citizens of the Town of Carmel, County of Putnam and entire State of New York have been less safe in their own communities due to these bail reform measures;

NOW THEREFORE BE IT RESOLVED, that the Town of Carmel supports the following set of amendments which were initially proposed in 2020 by the New York State Conference of Mayors, which are consistent with the intent of the criminal justice reforms but which will also allow for more effective and affordable implementation:

- Ensure that cities and villages are provided with additional financial and operational support to offset the cost of these mandated measures; Allow 60 days for prosecutors to disclose evidence to the defense for criminal charges;
- Exclude from the accelerated discovery requirements any charge not involving a misdemeanor or felony;
- Adjust the 20-day arraignment requirement to accommodate local courts that meet on a monthly basis;
- Allow prosecutors to withhold sensitive information, such as victim contact information, without having to obtain a court order;
- Judges must be given the discretion to order pre-trial detention by amendment of the bail reform measures which have put citizens of the State of New York at risk.

AND BE IT FURTHER RESOLVED that this duly adopted resolution of the Town of Carmel be forwarded to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl E. Heastie, Senator Peter Harckham and Assembly Member Kevin Byrne, the New York State Conference of Mayors, all other municipalities in Putnam County and local media outlets.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilwoman McDonough and Supervisor Schmitt

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Robert Schanil	<u> </u>	<u> </u>	Absent
Michael Barile	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u> X </u>	<u> </u>	
Suzanne McDonough	<u> X </u>	<u> </u>	
Kenneth Schmitt	<u> X </u>	<u> </u>	

Councilman Lombardi explained that the resolution was drafted in response to the concerns of residents with regard to the many incidents across the nation involving defendants released without bail who went on to commit further criminal behavior and peril. He commented that the 2019 reforms have failed and now need to be addressed to protect law abiding citizens.

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PRESENTATIONS TO SUPERVISOR KENNETH SCHMITT IN APPRECIATION OF HIS SERVICE

New York State Senator Peter Harckham, New York State Assemblyman Kevin Byrne and Putnam County Legislator Carl Albano presented outgoing Supervisor Schmitt with proclamations and spoke in recognition of his dedicated service to the Town of Carmel.

Councilwoman McDonough honored Supervisor Schmitt with a plaque from the Town Board commemorating his fourteen years of leadership, hard work and commitment as Supervisor. She expressed her personal appreciation to him for being a mentor and wished him well in the next chapter of his life. Councilman Schanil and Councilman Lombardi went on to speak about the comradery they shared with Supervisor Schmitt and his legacy as the Supervisor with the longest running tenure in Carmel's modern-day history.

Supervisor Schmitt expressed his appreciation to his colleagues, family and friends for their support throughout the years, as well as the voters for their trust and confidence. He reflected on many of his accomplishments and certain significant issues that the Town faced while in office.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough and Councilman Schanil, with all Town Board members present in agreement, the meeting was adjourned at 8:18 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk