

KENNETH SCHMITT
Town Supervisor

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT F. SCHANIL, JR.
Town Councilman

TOWN OF CARMEL
TOWN HALL

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

TOWN BOARD VIRTUAL VOTING MEETING
Wednesday, June 3, 2020 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Virtual Voting Meeting:

- Accept Town Board Minutes, May 13, 2020
- 1. Res: Regarding Town of Carmel Police Department 2020 Voluntary Retirement Incentive
- 2. Res: Authorizing Budget Modifications
- 3. Res: Making Appointment to the Town of Carmel Environmental Conservation Board
- 4. Res: Authorizing Addition to the Active List of the Mahopac Volunteer Fire Department
- 5. Res: Setting Rates for 2020 Seasonal Employees- Lake Casse Park District
- 6. Res: Awarding Bids for Miscellaneous Highway Department Materials and Services
- 7. Res: Acknowledge Performance of Emergency Repairs Carmel Water and Sewer Districts
- 8. Res: Authorizing Extension of Contract for Supply of Chemicals for Wastewater/Water Treatment Plants at Carmel Sewer Districts #s 2,4,5,6 & 7, and Carmel Water Districts #s 2,3,4,5,6,7 & 12
- 9. Res: Authorizing Participation in Update of Putnam County Hazard Mitigation Plan Update
- 10. Res: Accepting Proposal for Installation of Workstation Shields and Partitions Town of Carmel Town Hall Facility
- 11. Res: Waiving Building Department Fees Outdoor Dining Sidewalk Cafés
- **Town Board Response to Resident/Business Owners Email Questions on Agenda Items**
- **Town Board Announcements**

RESOLUTION #1

RESOLUTION REGARDING TOWN OF CARMEL POLICE DEPARTMENT 2020 VOLUNTARY RETIREMENT INCENTIVE PROGRAM

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.

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

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 ("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.

Agreed to:

ON BEHALF OF TOWN OF CARMEL TOWN BOARD

Kenneth Schmitt
Town Supervisor

Date

ON BEHALF OF TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION, INC.



Neil Brown
President



Date

**TOWN OF CARMEL POLICE DEPARTMENT
2020 VOLUNTARY RETIREMENT INCENTIVE PROGRAM
GENERAL ANNOUNCEMENT TO ELIGIBLE EMPLOYEES**

IN GENERAL

■ **WHAT IS THE 2020 VOLUNTARY RETIREMENT INCENTIVE PROGRAM?**

The Town of Carmel ("Carmel" or the "Town") has adopted the 2020 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 ("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 June 15, 2020 and on or before September 30, 2020.

■ **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;
- Notify the Board in writing at least thirty (30) days before the effective date of your retirement (except in the case of the Chief, who must notify the Board at least ninety (90) days' notice), of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than June 15, 2020 and no later than September 30, 2020; 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 June 15, 2020, shall NOT be eligible to participate in the VRIP.

■ **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 ((EXCEPT IN THE CASE OF THE CHIEF WHO MUST PROVIDE AT LEAST NINETY (90) DAYS' NOTICE); 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 ((EXCEPT IN THE CASE OF THE CHIEF WHO MUST PROVIDE AT LEAST NINETY (90) DAYS' NOTICE)**. 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.

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 Supervisor Schmitt.

■ **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 Supervisor Schmitt 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.



EXHIBIT 1

MB

**TOWN OF CARMEL POLICE DEPARTMENT
2020 VOLUNTARY RETIREMENT INCENTIVE PROGRAM
GENERAL ANNOUNCEMENT TO ELIGIBLE EMPLOYEES**

VOLUNTARY REQUEST TO RETIRE

Employee Name: _____

Job Title: _____

Department: _____

I have received a copy of the Town of Carmel Police Department 2020 Voluntary Retirement Incentive Program General Announcement to Eligible Employees (the "General Announcement").

I understand that if my request to retire in connection with the Town of Carmel Police Department 2020 Voluntary Retirement Incentive Program (the "VRIP" or "Program") is accepted by the Town, I will be required to sign a Retirement Agreement and General Release ("Retirement Agreement") in order to receive the separation payments and benefits described in the General Announcement.

I understand that I will **not** be asked to sign the Retirement Agreement until after the effective date of retirement with the New York State Police and Fire Retirement System ("Retirement Date") my last day of scheduled employment designated by the Town. I acknowledge that I will have forty-five (45) days to consider whether I want to sign the Retirement Agreement. I understand that if I submit this Request to Retire, I must then sign the Retirement Agreement in order to receive the benefits provided under the VRIP. I further understand that I will have seven (7) full days after I sign the Retirement Agreement in which to revoke the Retirement Agreement by providing written notice of the revocation to the Town Board c/o Anne Pasquerello. I understand that once the seven (7) day revocation period expires, my participating in the VRIP cannot be revoked.

I understand that if I do not return this Request to Retire form by the date noted above, I will not be eligible to participate in the VRIP.

I hereby request to voluntarily retire from my employment with the Town of Carmel under the VRIP.

Signatures

Date:

Employee

MA

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 2020 Voluntary Retirement Incentive Program (the “VRIP” or “Program”) as described in the Town of Carmel Police Department 2020 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.

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 June 15, 2020. 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 June 15, 2020.

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”).

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 _____, 2020 (“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 “Releasers”), 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 Releasers 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;
- 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;

- 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

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

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.

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.

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.

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

**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: _____
Kenneth Schmitt
Supervisor

Date

EXHIBIT A

**JOB TITLES AND AGES OF INDIVIDUALS WHO ARE ELIGIBLE FOR THE TOWN
OF CARMEL POLICE DEPARTMENT 2020 VOLUNTARY RETIREMENT
INCENTIVE PROGRAM (“PROGRAM”) IN THE DECISIONAL UNIT APPLICABLE
TO THE PROGRAM**

| Job | Age as of June 15, 2020 |
|--------------|--------------------------------|
| Police Chief | 58 |
| Sergeant | 45 |
| Detective | 46 |
| Patrolman | 55 |

EXHIBIT B

JOB TITLES AND AGES OF INDIVIDUALS WHO ARE NOT ELIGIBLE FOR THE TOWN OF CARMEL POLICE DEPARTMENT 2020 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 (except in the case of the Chief, who must notify the Board at least ninety (90) days’ notice), of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than June 15, 2020 and no later than September 30, 2020; 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 June 15, 2020, 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

RESOLUTION #2

RESOLUTION AUTHORIZING BUDGET MODIFICATIONS

WHEREAS the Town Comptroller MaryAnn Maxwell has reviewed the proposed Budget Modifications for the period commencing January 1, 2020 and ending April 30, 2020 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule 2020/01;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final Budget Modifications/Revisions for the period commencing January 1, 2020 and ending April 30, 2020 as shown itemized on schedule 2020/01 which is attached hereto, incorporated herein and made a part hereof.

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

TOWN OF CARMEL
BUDGET REVISIONS JANUARY - APRIL 2020 #2020/01

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|------------------------------|----------------------|---|---|---|
| GENERAL FUND | | | | |
| 1 | 100.1420.0049 | MISCELLANEOUS LEGAL EXPENSES | 25,000.00 | |
| | 100.1989.9909 | APPROPRIATED FUND BALANCE | * | 25,000.00 |
| | | - PROVIDE FOR COST OF OUTSIDE LEGAL COUNSEL INVESTIGATION PER AUTHORIZING RESOLUTION | | |
| 2 | 100-1950-0040 | TAXES & ASSESSMENTS | 9,012.00 | |
| | 100-1990-0040 | CONTINGENCY | | 9,012.00 |
| | | - TRANSFER FOR TOWN AND COUNTY TAXES ON TOWN PROPERTY | | |
| 3 | 100.3120.0020 | POLICE UNIFORMS | 10,000.00 | |
| | 100.3120.0021 | POLICE MOTOR VEHICLES | 30,000.00 | |
| | 100.3120.0041 | POLICE MOTOR VEHICLE FUEL | | 30,000.00 |
| | 100.1989.9909 | APPROPRIATED FUND BALANCE | * | 10,000.00 |
| | | - PROVIDE AND TRANSFER FOR POLICE UNIFORM AND MOTOR VEHICLE EXPENSES | | |
| 4 | 100.1680.0021 | DATA IMAGING EQUIPMENT | 65,000.00 | |
| | 100.1990.0040 | CONTINGENCY - SOFTWARE CONVERSION | 73,435.00 | |
| | 100.1990.0040 | CONTINGENCY - MASTER PLAN/TOWN CODE | 87,640.00 | |
| | 100.1990.0040 | CONTINGENCY - SWAN COVE | 28,688.00 | |
| | 100.3120.0027 | POLICE OTHER EQUIPMENT | 30,000.00 | |
| | 100.7110.0022 | PARK SPECIAL EQUIPMENT | 43,482.00 | |
| | 100.7111.0040 | SYCAMORE FIELD IMPROVEMENTS | 15,000.00 | |
| | 100.7112.0040 | MCDONOUGH PARK CONTRACTUAL EXPENSE | 20,000.00 | |
| | 100.7112.0045 | MCDONOUGH PARK IMPROVEMENTS | 13,250.00 | |
| | 100.7999.0040 | PARK CAPITAL IMPROVEMENTS | 170,849.00 | |
| | 100.1989.9909 | APPROPRIATED FUND BALANCE ENCUMBRANCES | * | 547,344.00 |
| | | - RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION | | |
| 5 | 100.7115.0020 | AIRPORT EQUIPMENT EXPENSE | 50,000.00 | |
| | 100.9950.0099 | TRANSFER TO 910 CAPITAL PROJECT FUND | 170,849.00 | |
| | 100.7999.0040 | PARK CAPITAL IMPROVEMENTS | | 220,849.00 |
| | | - TRANSFER TO AIRPORT EQUIPMENT LINE AND CAPITAL FUND | | |
| 6 | 100.9903.0099 | TRANSFER TO OTHER FUNDS | 100,000.00 | |
| | 100.1989.9909 | APPROPRIATED FUND BALANCE | * | 100,000.00 |
| | | - PROVIDE FOR TRANSFER TO CARMEL GARBAGE DISTRICT TO FUND INCREASE IN CONTRACT COST | | |
| 7 | 100.1010.0042 | TOWN BOARD EXPENSE - R.S. | 1,200.00 | |
| | 100.1010.0046 | TOWN BOARD CONSULTING SERVICES | | 1,200.00 |
| | | - TRANSFER FOR TOWN BOARD MEMBER SEMINAR EXPENSES PER RESOLUTION | | |
| 8 | 100.1220.0019 | SUPERVISOR STAFF OTHER | 1,650.00 | |
| | 100.1320.0044 | AUDIT SPECIAL EXPENSE | 650.00 | |
| | 100.1410.0045 | TOWN CLERK SYSTEM MAINTENANCE | 500.00 | |
| | 100.1220.0047 | SUPERVISOR SEMINAR EXPENSES | | 1,320.00 |
| | 100.1220.0040 | SUPERVISOR OFFICE EXPENSES | | 330.00 |
| | 100.1320.0040 | AUDIT CONTRACTUAL EXPENSE | | 650.00 |
| | 100.1410.0040 | TOWN CLERK OFFICE EXPENSES | | 500.00 |
| | | - TRANSFER FOR MISCELLANEOUS EXPENSES | | |
| 9 | 100.3123.0040 | COMMUNITY POLICE EXPENSES | 4,000.00 | |
| | 100.3120.0043 | POLICE INSURANCE COVERAGE | | 4,000.00 |
| | | - TRANSFER FOR COMMUNITY POLICE EXPENSES | | |

TOWN OF CARMEL
BUDGET REVISIONS JANUARY - APRIL 2020 #2020/01

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|--|---------------|--|---|---|---|
| 10 | 100.5132.0045 | HIGHWAY BUILDING CLEANING SERVICES | | 1,200.00 | |
| | 100.5132.0047 | HIGHWAY REFUSE DISPOSAL | | 1,100.00 | |
| | 100.5010.0086 | RETIREE HEALTH INSURANCE | | | 2,300.00 |
| | | - TRANSFER FOR INCREASE IN HIGHWAY BUILDING COSTS | | | |
| 11 | 100.7020.0043 | RECREATION BUILDING ALARM CONTRACT | | 1,600.00 | |
| | 100.7112.0020 | MCDONOUGH FIELDS EQUIPMENT | | 2,400.00 | |
| | 100.7112.0043 | MCDONOUGH FIELDS ALARM EXPENSE | | 1,000.00 | |
| | 100.7113.0043 | CHAMBER PARK ALARM EXPENSE | | 1,000.00 | |
| | 100.7310.0013 | YOUTH PROGRAM TEMPORARY STAFF | | 1,000.00 | |
| | 100.7020.0040 | RECREATION CONTRACTUAL EXPENSES | | | 1,600.00 |
| | 100.7112.0040 | MCDONOUGH FIELDS CONTRACTUAL EXPENSES | | | 2,400.00 |
| | 100.7112.0045 | MCDONOUGH FIELDS PARK IMPROVEMENT | | | 1,000.00 |
| | 100.7113.0040 | CHAMBER PARK CONTRACTUAL EXPENSES | | | 1,000.00 |
| | 100.7310.0040 | YOUTH PROGRAM CONTRACTUAL EXPENSES | | | 1,000.00 |
| | | - TRANSFER FOR MISC RECREATION EXPENSES | | | |
| 12 | 100.8090.0047 | RECYCLING SPECIAL EXPENDITURES | | 7,000.00 | |
| | 100.8090.0046 | RECYCLING EQUIPMENT RENTAL | | | 7,000.00 |
| | | - TRANSFER FOR WASTE WOOD PROCESSING | | | |
| 13 | 100.8810.0020 | CEMETERIES EQUIPMENT/REPAIRS | | 550.00 | |
| | 100.8510.0040 | PARK BEAUTIFICATION EXPENSE | | | 550.00 |
| | | - TRANSFER FOR CEMETERY REPAIRS | | | |
| <u>CARMEL FIRE PROTECTION DISTRICT #1</u> | | | | | |
| 14 | 301.3410.0045 | DRY HYDRANT EXPENDITURES | | 62,230.00 | |
| | 301.3410.9878 | APPR FUND BALANCE CAPITAL PROJECTS | * | 62,230.00 | |
| | | - RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER | | | |
| | | AUTHORIZING RESOLUTION | | | |
| <u>HIGHWAY FUND</u> | | | | | |
| 15 | 500.5130.0041 | MACHINERY/EQUIPMENT CAPITAL EXPENSE | | 190,000.00 | |
| | 500.5010.9878 | APPR FUND BALANCE CAPITAL PROJECTS | * | 190,000.00 | |
| | | - RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER | | | |
| | | AUTHORIZING RESOLUTION | | | |
| <u>CARMEL CLUSTER GARBAGE DISTRICT</u> | | | | | |
| 16 | 572.8160.0045 | GARBAGE CONTRACT | | 140,000.00 | |
| | 572.8160.5030 | INTERFUND TRANSFER | * | 100,000.00 | |
| | 572.8160.9909 | APPROPRIATED FUND BALANCE | * | 40,000.00 | |
| | | - PROVIDE FOR GARBAGE DISTRICT CONTRACT EXPENSE | | | |
| <u>CARMEL WATER DISTRICT #2</u> | | | | | |
| 17 | 602.8310.0047 | EMERGENCY REPAIRS | | 5,001.07 | |
| | 602.8310.2681 | INSURANCE RECOVERY ASSET | * | 5,001.07 | |
| | | - PROVIDE FOR FIRE HYDRANT REPAIR FROM INSURANCE CLAIM | | | |
| <u>CARMEL WATER DISTRICT #5</u> | | | | | |
| 18 | 605.8310.0047 | EMERGENCY REPAIRS | | 1,500.00 | |
| | 605.8310.0040 | CONTRACTUAL EXPENSES | | | 1,500.00 |
| | | - TRANSFER FOR EMERGENCY REPAIRS | | | |

TOWN OF CARMEL
BUDGET REVISIONS JANUARY - APRIL 2020 #2020/01

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|----------------------------------|----------------------|--|---|---|
| CARMEL WATER DISTRICT #6 | | | | |
| 19 | 606.8310.0020 | EQUIPMENT | 9,382.00 | |
| | 606.8310.0047 | EMERGENCY REPAIRS | 5,110.40 | |
| | 606.8310.2681 | INSURANCE RECOVERY ASSET | * | 14,492.40 |
| | | - PROVIDE FOR EQUIPMENT AND EMERGENCY REPAIRS | | |
| | | FROM ANTICIPATED REVENUE THROUGH INSURANCE CLAIMS | | |
| 20 | 606.8310.0020 | EQUIPMENT | 15,000.00 | |
| | 606.8310.0047 | EMERGENCY REPAIRS | 10,600.00 | |
| | 606.8310.0040 | CONTRACTUAL EXPENSES | | 5,600.00 |
| | 606.8310.0099 | REPAIR RESERVE FUND | | 3,000.00 |
| | 606.8310.9909 | APPROPRIATED FUND BALANCE | * | 17,000.00 |
| | | - PROVIDE AND TRANSFER FOR EQUIPMENT AND EMERGENCY REPAIRS | | |
| CARMEL WATER DISTRICT #10 | | | | |
| 21 | 610.8310.0047 | EMERGENCY REPAIRS | 4,000.00 | |
| | 610.8310.0040 | CONTRACTUAL EXPENSES | | 2,000.00 |
| | 610.8310.0099 | REPAIR RESERVE FUND | | 2,000.00 |
| | | - TRANSFER FOR EMERGENCY REPAIRS | | |
| CARMEL WATER DISTRICT #12 | | | | |
| 22 | 612.8310.0020 | EQUIPMENT | 1,718.00 | |
| | 612.8310.2681 | INSURANCE RECOVERY ASSET | * | 1,718.00 |
| | | - PROVIDE FOR EQUIPMENT FROM ANTICIPATED REVENUE | | |
| | | THROUGH INSURANCE CLAIMS | | |
| 23 | 612.8310.0020 | EQUIPMENT | 6,000.00 | |
| | 612.8310.0040 | CONTRACTUAL EXPENSES | | 6,000.00 |
| | | - TRANSFER FOR PURCHASE OF EQUIPMENT | | |
| CARMEL SEWER DISTRICT #2 | | | | |
| 24 | 702.8130.0020 | EQUIPMENT | 75,000.00 | |
| | 702.8130.0040 | CONTRACTUAL EXPENSES | 15,000.00 | |
| | 702.8130.0047 | SLUDGE DISPOSAL | | 25,000.00 |
| | 702.8130.0090 | CONTINGENCY | | 15,000.00 |
| | 702.8130.0099 | REPAIR RESERVE FUND | | 50,000.00 |
| | | - TRANSFER FOR VARIOUS EQUIPMENT PURCHASES AND | | |
| | | INSTALLATION SERVICES | | |
| CARMEL SEWER DISTRICT #4 | | | | |
| 25 | 704.8130.0020 | EQUIPMENT | 13,000.00 | |
| | 704.8130.0040 | CONTRACTUAL EXPENSES | | 13,000.00 |
| | | - TRANSFER FOR EQUIPMENT | | |
| CARMEL SEWER DISTRICT #5 | | | | |
| 26 | 705.8130.0040 | CONTRACTUAL EXPENSES | 5,000.00 | |
| | 705.8130.0099 | REPAIR RESERVE FUND | | 5,000.00 |
| | | - TRANSFER FOR CONTRACTUAL EXPENSES | | |
| DRAINAGE CAPITAL PROJECT | | | | |
| 27 | 900.1989.0012 | PROJECT OVERTIME EXPENSE | 15,000.00 | |
| | 900.1989.0040 | CONTRACTUAL EXPENDITURES | 175,000.00 | |
| | 900.1989.0048 | OTHER PROJECT EXPENDITURES | 8,500.00 | |
| | 900.1989.0080 | FICA/MED EXPENSE | 1,500.00 | |
| | 900.1989.5710 | PROCEEDS OF BORROWING | * | 200,000.00 |
| | | - RECORD 2020 CAPITAL AUTHORIZATION | | |

TOWN OF CARMEL
BUDGET REVISIONS JANUARY - APRIL 2020 #2020/01

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|---|---------------|---|---|---|---|
| <u>HIGHWAY RESURFACING CAPITAL PROJECT</u> | | | | | |
| 28 | 950.5112.0012 | PROJECT OVERTIME | | 4,500.00 | |
| | 950.5112.0045 | CONTRACTED PAVING SERVICES | | 725,000.00 | |
| | 950.5112.0048 | OTHER PROJECT EXPENDITURES | | 20,000.00 | |
| | 950.5112.0082 | FICA/MED EXPENSE | | 500.00 | |
| | 950.5112.5710 | PROCEEDS OF BORROWING | * | 750,000.00 | |
| | | - RECORD 2020 CAPITAL AUTHORIZATION | | | |
| <u>HIGHWAY MACHINERY CAPITAL PROJECT</u> | | | | | |
| 29 | 951-5130-0024 | PURCHASE OF HIGHWAY MACHINERY | | 490,000.00 | |
| | 951-5130-0048 | OTHER PROJECT EXPENDITURES | | 10,000.00 | |
| | 951-5130-5710 | PROCEEDS OF BORROWING | * | 500,000.00 | |
| | | - RECORD 2020 CAPITAL AUTHORIZATION | | | |
| <u>AIRPORT PARK CAPITAL FUND</u> | | | | | |
| 30 | 910.7140.0044 | PROJECT ENGINEERING | | 45,849.00 | |
| | 910.7140.0045 | CONTRACTED IMPROVEMENTS | | 255,000.00 | |
| | 910.7140.0040 | CONTRACTUAL EXPENDITURES | | | 130,000.00 |
| | 910.7140.5031 | INTERFUND TRANSFER | * | 170,849.00 | |
| | | - PROVIDE FOR AIRPORT PARK CAPITAL IMPROVEMENTS | | | |
| <u>CWD 1,2,3,8,9,10,13,14 CAPITAL PROJECT FUND</u> | | | | | |
| 31 | 960-8310-0044 | PROJECT ENGINEERING | | 2,730.00 | |
| | 961-8310-0044 | PROJECT ENGINEERING | | 1,288.00 | |
| | 962-8310-0044 | PROJECT ENGINEERING | | 137,600.00 | |
| | 963-8310-0044 | PROJECT ENGINEERING | | 13,100.00 | |
| | 968-8310-0044 | PROJECT ENGINEERING | | 22,190.00 | |
| | 969-8310-0044 | PROJECT ENGINEERING | | 2,300.00 | |
| | 983-8310-0044 | PROJECT ENGINEERING | | 1,792.00 | |
| | 984-8310-0044 | PROJECT ENGINEERING | | 34,500.00 | |
| | 960.8310.5710 | PROCEEDS OF BORROWING | * | 2,730.00 | |
| | 961.8310.5710 | PROCEEDS OF BORROWING | * | 1,288.00 | |
| | 962.8310.5710 | PROCEEDS OF BORROWING | * | 137,600.00 | |
| | 963.8310.5710 | PROCEEDS OF BORROWING | * | 13,100.00 | |
| | 968.8310.5710 | PROCEEDS OF BORROWING | * | 22,190.00 | |
| | 969.8310.5710 | PROCEEDS OF BORROWING | * | 2,300.00 | |
| | 983.8310.5710 | PROCEEDS OF BORROWING | * | 1,792.00 | |
| | 984.8310.5710 | PROCEEDS OF BORROWING | * | 34,500.00 | |
| | | - PROVIDE FOR PROJECT ENGINEERING COSTS FROM APPROVED BORROWING | | | |
| <u>CWD #2 CAPITAL PROJECT FUND</u> | | | | | |
| 32 | 962-8310-0040 | CONTRACTUAL EXPENDITURES | | 36,630.00 | |
| | 962-8310-0044 | PROJECT ENGINEERING | | 625,000.00 | |
| | 962.8310.5710 | PROCEEDS OF BORROWING | * | 661,630.00 | |
| | | - PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING | | | |

RESOLUTION #3

RESOLUTION MAKING APPOINTMENT TO ENVIRONMENTAL CONSERVATION BOARD

RESOLVED, that the Town Board of the Town of Carmel hereby re-appoints Anthony Federice to the Town of Carmel Environmental Conservation Board for a term commencing June 14, 2020 and concluding June 13, 2023.

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

RESOLUTION #4

RESOLUTION AUTHORIZING ADDITION TO THE ACTIVE LIST OF THE MAHOPAC VOLUNTEER FIRE DEPARTMENT

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

ROBERT M. LEWIS

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

RESOLUTION #5

RESOLUTION SETTING RATES FOR 2020 SEASONAL EMPLOYEES LAKE CASSE PARK DISTRICT

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Casse Park District, hereby sets the following hourly employment rates for 2020.

| POSITION | RATE |
|-----------|--------------------|
| Lifeguard | \$13.00-\$17.00/hr |
| Gateguard | \$14.00-\$17.00/hr |

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

RESOLUTION #6

RESOLUTION AUTHORIZING THE AWARDING OF BIDS FOR MISCELLANEOUS HIGHWAY DEPARTMENT MATERIALS AND SERVICES

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for various highway materials and services for the Town Highway Department, and

WHEREAS such bids were received and opened and Highway Superintendent Michael Simone has recommended the awarding of the bids (after equalizing all FOB bids based on distance to the Town Highway Department yard),

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby awards the bids for the purchase of various highway materials and services for fiscal year 2020 to the lowest responsible bidders who met specifications at the unit prices and material types as contained in the memo of Michael Simone, dated May 18, 2020, which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |


TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

M E M O R A N D U M

TO: TOWN BOARD
FROM: MICHAEL SIMONE - HIGHWAY SUPERINTENDENT 
RE: HIGHWAY SPRING MATERIAL BID AWARDS
DATE: May 18, 2020

WE RECOMMEND THE FOLLOWING BIDS BE AWARDED:

GRANULAR BASE - ITEM 4

Thalle Industries, Inc

| | |
|-----------|---------|
| FOB | \$13.50 |
| DELIVERED | \$21.00 |

Stone quality differs - each order will depend on specific need for job.

RUN OF BANK GRAVEL

Nicholas F. Domain Sand & Gravel

| | |
|-----------|---------|
| FOB | \$11.50 |
| DELIVERED | \$20.00 |

ROAD OILS, CUTBACKS, ETC.

Peckham Road Corporation

| | |
|------------------------|-------------------|
| MEDIUM CURING CUTBACKS | No Bid |
| RAPID CURING CUTBACKS | No Bid |
| PENETRATION ASPHALT | \$4.25 PER GALLON |
| CATIONIC | \$3.25 PER GALLON |

CRUSHED GRAVEL

Putnam Materials

Nicholas Domain

Thalle Industries

| | | | |
|------------------|-----------------|-----------------|-----------------|
| 1 1/2" FOB plant | \$18.00 PER TON | | |
| 1 1/2" DELIVERED | \$23.25 PER TON | | |
| 3/4" FOB plant | \$18.00 PER TON | | |
| 3/4" DELIVERED | \$23.25 PER TON | | |
| 3/8" FOB plant | | \$12.00 PER TON | |
| 3/8" DELIVERED | | \$20.00 PER TON | |
| 1/4" FOB plant | | | \$22.00 PER TON |
| 1/4" DELIVERED | | | \$29.50 PER TON |

TOWN OF CARMEL HIGHWAY DEPARTMENT

BITUMINOUS CONCRETE - F.O.B.

Peckham Material Corporation

| | |
|------------------------|-----------------|
| BINDER COURSE - TYPE 3 | \$79.00 PER TON |
| TOP COURSE - TYPES 6F | \$79.00 PER TON |
| TOP COURSE - TYPES 7F | \$86.00 PER TON |
| CURB MIX | \$92.00 PER TON |

BITUMINOUS CONCRETE - IN-PLACE

KECT Construction Corp

TYPE 3 BINDER COURSE - per Ton

| | |
|-------------------------|---------|
| IN-PLACE | \$86.45 |
| IN-PLACE with TACK COAT | \$92.00 |
| IN-PLACE with KEYS | \$92.00 |

TYPE 6F3 TOP COURSE - per Ton

| | |
|-------------------------|---------|
| IN-PLACE | \$86.10 |
| IN-PLACE with TACK COAT | \$95.00 |
| IN-PLACE with KEYS | \$95.00 |

TYPE 7F3 TOP COURSE - per Ton

| | |
|-------------------------|---------|
| IN-PLACE | \$95.00 |
| IN-PLACE with TACK COAT | \$99.00 |
| IN-PLACE with KEYS | \$99.00 |

TYPE 9.5 MM SUPERPAVE TOP F3 - per Ton

| | |
|-------------------------|---------|
| IN-PLACE | \$92.00 |
| IN-PLACE with TACK COAT | \$95.00 |
| IN-PLACE with KEYS | \$96.00 |

TYPE 12.5 MM SUPERPAVE TOP F3 - per Ton

| | |
|-------------------------|---------|
| IN-PLACE | \$88.00 |
| IN-PLACE with TACK COAT | \$92.00 |
| IN-PLACE with KEYS | \$92.00 |

Above Asphalt Prices Bid @ NYS DOT Base Price \$521.00 (March 2020)

TREE FELLING & TRIMMING

NO BIDS - May request bid at a later date.

TOWN OF CARMEL HIGHWAY DEPARTMENT

PRECAST KNOCKOUT CATCH BASINS WITH CAST IRON FRAMES & GRATES

| | | | <u>CARMEL WINWATER</u> | <u>M & M PRECAST</u> |
|---------------|-----------|------------------|------------------------|--------------------------|
| | | | <u>P'up/Delivered</u> | <u>P'up/Delivered</u> |
| BASINS | | 24"H X 24" X 24" | \$150.00 | |
| | | 30"H X 24" X 24" | \$195.00 | NO BID |
| | | 36"H X 24" X 24" | \$195.00 | |
| Top | Flat Type | 4" X 24" X 24" | \$155.00 | |
| | Flat Type | 7" X 32" X 32" | XXXXXXX | |
| BASIN | | 36"H X 30" X 30" | \$195.00 | NO BID |
| Top | Flat Type | 4" X 30" X 30" | \$225.00 | NO BID |
| BASINS | | 30"H X 30" X 48" | \$195.00 | |
| | | 48"H X 30" X 48" | \$265.00 | |
| Tops | Flat Type | 5" X 30" X 48" | \$415.00 | NO BID |
| | Curb Back | 6.5" X 30" X 48" | \$415.00 | NO BID |
| BASINS | | 36"H X 36" X 48" | NO BID | \$376.00 |
| | | 48"H X 36" X 48" | NO BID | \$450.00 |
| Tops | Flat Type | 8" X 45" X 56" | XXXXXXX | \$315.00 |
| | Curb Back | 12" X 45" X 56" | XXXXXXX | \$335.00 |
| | Curb Back | "22639" | \$530.00 | XXXXXXX |
| BASINS | | 36"H X 45" X 56" | | \$376.00 |
| | | 48"H X 45" X 56" | | \$450.00 |
| Tops | Flat Type | 8" X 45" X 56" | | \$315.00 |
| | Curb Back | 12" X 45" X 56" | | \$335.00 |

ALUMINUM CULVERT PIPE

CHEMUNG Supply Corporation

| <u>DIAMETER X GAGE</u> | <u>PLAIN</u> | <u>PERFORATED</u> |
|------------------------|----------------------|-------------------|
| <u>BY FOOT</u> | <u>FOB/Delivered</u> | |
| 6" X 16 | \$10.58 | \$11.11 |
| 8" X 16 | \$12.64 | \$13.27 |
| 10" X 16 | \$14.15 | \$14.86 |
| 12" X 16 | \$13.67 | \$14.35 |
| 15" X 16 | \$17.19 | \$18.06 |
| 18" X 16 | \$20.87 | \$21.91 |
| 21" X 16 | \$23.57 | \$24.74 |
| 24" X 16 | \$27.79 | \$29.18 |
| 30" X 14 | \$43.52 | \$45.71 |
| 36" X 14 | \$55.03 | \$57.78 |

TOWN OF CARMEL HIGHWAY DEPARTMENT

STEEL CULVERT PIPE

CHEMUNG Supply Corporation

| DIAMETER X GAGE BY FOOT | PLAIN FOB/Delivered | PERFORATED FOB/Delivered |
|----------------------------|------------------------|-----------------------------|
| 6" X 18 | \$ 8.37 | \$ 8.87 |
| 8" X 16 | \$ 9.49 | \$10.06 |
| 10" X 16 | \$10.76 | \$11.41 |
| 12" X 16 | \$10.92 | \$11.58 |
| 15" X 16 | \$13.36 | \$14.16 |
| 18" X 16 | \$15.90 | \$16.85 |
| 21" X 16 | \$19.56 | \$20.73 |
| 24" X 16 | \$21.78 | \$23.09 |
| 30" X 14 | \$31.69 | \$33.59 |
| 36" X 14 | \$37.78 | \$42.17 |

POLYETHYLENE DRAINAGE PIPE AWARD ALL

Carmel WinWater Works ~ Chemung Supply Corp ~ Expanded Supply

| DIAMETER BY FOOT | CORRUGATED FOB/Delivered | SMOOTH FOB/Delivered |
|---------------------|-----------------------------|-------------------------|
| 4" | \$ 0.44 | \$ 0.98 |
| 6" | \$ 1.35 | \$ 2.30 |
| 8" | \$ 3.40 | \$ 3.40 |
| 10" | \$ 4.80 | \$ 4.70 |
| 12" | \$ 5.78 | \$ 5.70 |
| 15" | \$ 7.48 | \$ 7.40 |
| 18" | \$11.24 | \$10.90 |
| 24" | \$16.30 | \$16.10 |
| 30" | N/A | \$26.20 |
| 36" | N/A | \$34.80 |
| DIAMETER | ELBOW | TEE |
| 4" | \$10.90 | \$12.70 |
| 6" | \$17.60 | \$22.30 |

cc Town Attorney
Town Clerk

RESOLUTION #7

RESOLUTION ACKNOWLEDGING PERFORMANCE OF EMERGENCY REPAIRS CARMEL WATER AND SEWER DISTRICTS

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs, all as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated May 21, 2020, which is attached hereto and made a part thereof.

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

Richard J. Franzetti, P.E.
Town Engineer




(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: May 21, 2020

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment in excess of \$5,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 2 Lake Intake Pump Station – pump failure due to storm

On April 14, 2020, Inframark, the operator for the CWD 2 alerted the Engineering Department that due to the April 13, 2020 storm, the primary intake water pumps were not staying primed. Inframark contacted TAMs to assist with priming the pumps. Attached is the invoice from TAM Enterprise in the amount of \$5,995.00. This invoice will be put into to insurance for reimbursement.

We request that this memorandum be put into the agenda as a matter of record.



114 Hartley Road
Goshen, NY 10924
Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Invoice

Date Invoice #
4/22/2020 57546

P.O. No.

Terms Net 30

| Qty | Description | Rate | Amount |
|-----|---|----------|----------|
| | Date of Service: 04/14/20 - Lake Intake Pump Station | | |
| | Emergency Call: Requested VacCon Truck & Mechanics Truck to Jet intake line & get pumps to prime: - When we arrived, the VacCon Truck was not needed. - Replaced pump #1 & 8" check valve, as requested. | | |
| | For the sum of: | 5,505.00 | 5,505.00 |
| | Mobilization Fee: VacCon Truck: | 450.00 | 450.00 |
| | * All material supplied by Customer. | | |

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total \$5,955.00

Payments/Credit \$0.00

Balance Due \$5,955.00

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

RESOLUTION #8
RESOLUTION AUTHORIZING THE EXTENSION OF CONTRACT
FOR SUPPLY OF CHEMICALS FOR WASTEWATER/WATER TREATMENT PLANTS
AT CARMEL SEWER DISTRICTS #2,#4, #5, #6, AND #7 AND CARMEL WATER
DISTRICTS #2, #3, #4, #5, #6, #7 AND #12

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of the various Water Districts and Sewer Districts of the Town of Carmel, has previously awarded the contract for bids for purchase and supply of chemicals for the wastewater treatment plants servicing Carmel Sewer Districts #2, #4, #5, #6, and #7; and the water treatment facilities servicing Carmel Water Districts #2, #3, #4, #5, #6, #7 and #12 to Slack Chemical Supply, Patterson, NY; and

WHEREAS Town Engineer Richard J. Franzetti, P.E. has recommended the extension of said contract for period of one (1) year with Slack Chemical Supply;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer Districts #2, #4, #5, #6, #7 and Carmel Water Districts #2, #3, #4, #5, #6, #7 and #12, hereby authorizes the extension of the existing contract with Slack Chemical Supply for a period of one (1) year, commencing July 7, 2020; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation necessary to effectuate the authorization granted herein; and

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization.

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

RESOLUTION #9

RESOLUTION AUTHORIZING PARTICIPATION IN UPDATE OF PUTNAM COUNTY HAZARD MITIGATION PLAN UPDATE

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes participation in the update of the Hazard Mitigation Plan Update being undertaken by the Putnam County Bureau of Emergency Services; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute a letter of intent of such participation to be provided to the Putnam County Bureau of Emergency Services and Putnam County Executive MaryEllen Odell.

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

RESOLUTION #10

RESOLUTION ACCEPTING PROPOSAL FOR INSTALLATION WORKSTATION SHIELDS AND PARTITIONS TOWN OF CARMEL TOWN HALL FACILITY

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of Brewster Glass Shop, Inc., Carmel, NY, for the installation of Lexan shields/partitions at workstations throughout the Town of Carmel Town Hall facility, at a cost not to exceed \$18,450.00 and in accordance with the proposal dated May 29, 2020; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the installation authorized herein may commence immediately; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget revisions to effect the aforesaid purchase transactions authorized herein.

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |

RESOLUTION #11

RESOLUTION WAIVING BUILDING DEPARTMENT FEES OUTDOOR DINING/SIDEWALK CAFÉ

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the waiver of any building department fees required under Town Code §156-39.4 and the Town of Carmel User Fee Schedule related to the issuance of outdoor dining and/or sidewalk café permits, such waiver to be in effect until further notice or resolution of the Town Board.

Resolution

Offered by: _____

Seconded by: _____

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|-----------|
| Robert Schanil | _____ | _____ |
| Michael Barile | _____ | _____ |
| Frank Lombardi | _____ | _____ |
| Suzanne McDonough | _____ | _____ |
| Kenneth Schmitt | _____ | _____ |