

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

STEPHEN J. BARANOWSKI
Town Councilman
FRANK D. LOMBARDI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.ci.carmel.ny.us

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING
Wednesday, June 7, 2023 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call Attendance**
- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

Town Board Voting Meeting:

- **Accept Town Board Minutes May 3, 2023**
 1. Res: Accepting Proposals for Professional Services
 2. Res: Regarding Town of Carmel Police Department 2023 Voluntary Retirement Incentive Program
 3. Res: Authorizing Request for Proposals for Professional Services CSD#4
 4. Res: Authorizing Advertising for Bids (for Rehabilitation of Lakeview Road Pump Station Facility in CSD #4)
 5. Res: Order Calling Public Hearing in the Matter of the Increase and Improvement of the Facilities of Carmel Water Districts Nos. 1,2,8,10 and 13 (July 5, 2023)
 6. Res: Order Calling Public Hearing for the Increase and Improvement of Facilities of the Lake Mahopac Park District in the Town of Carmel, Putnam County, New York (July 5, 2023)
 7. Res: Authorizing Contract Amendment to Conduct Additional Borings Lake Casse & Upper and Lower Teakettle Spout Lake Dams
- **Town Board Comments**
- **Motion to Move into Executive Session**

Executive Session:

1. James Gilchrist, Director of Recreation & Parks – Personnel
- **Motion to Adjourn Meeting**

RESOLUTION #1

RESOLUTION ACCEPTING PROPOSAL FOR PROFESSIONAL SERVICES

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Police Chief Anthony Hoffman hereby accepts the proposal of Everbridge, Pasadena, California for Public Communication Services in accordance with the proposal dated May 16, 2023 at an annual cost not to exceed \$8,894.92, and a one-time Setup Fee of \$711.59; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #2

RESOLUTION REGARDING TOWN OF CARMEL POLICE DEPARTMENT 2023 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 Lieutenants Benevolent Association (“LBA”) and the Town of Carmel Police Benevolent Association (“PBA”) have agreed to the terms of the Program and have executed Memorandums of Agreement regarding same (“MOAs”);

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 MOAs with the LBA and PBA; (ii) signing any individual Retirement Agreement and General Release; and (iii) authorizing payments required under the Program.

Resolution

Offered by: _____

Seconded by: _____

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

**TOWN OF CARMEL POLICE DEPARTMENT
2023 VOLUNTARY RETIREMENT INCENTIVE PROGRAM
GENERAL ANNOUNCEMENT TO ELIGIBLE EMPLOYEES**

IN GENERAL

• **WHAT IS THE 2023 VOLUNTARY RETIREMENT INCENTIVE PROGRAM?**

The Town of Carmel (“Carmel” or the “Town”) has adopted the 2023 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 Agreements, as amended (“CBA”), between the Town of Carmel Police Benevolent Association (“PBA”) and the Town of Carmel Lieutenants Benevolent Association (LBA), as applicable.

The VRIP is being offered for a limited period of time for employees who retire beginning on or after June 1, 2023, and on or before August 31, 2023.

• **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 of your desire to retire in accordance with the requirements set forth in this Program;
- Retire by no sooner than June 1, 2023 and no later than August 31, 2023; 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 1, 2023, 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**; 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.

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 CBAs 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 LBA, 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 2023 Voluntary Retirement Incentive Program (the “VRIP” or “Program”) as described in the Town of Carmel Police Department 2023 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 1, 2023. 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 1, 2023.

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 _____, 2023 (“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, union representative, 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. **REVOCAION.** 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: _____
Supervisor

Date

EXHIBIT A

**JOB TITLES AND AGES OF INDIVIDUALS WHO ARE ELIGIBLE FOR THE TOWN
OF CARMEL POLICE DEPARTMENT 2023 VOLUNTARY RETIREMENT
INCENTIVE PROGRAM (“PROGRAM”) IN THE DECISIONAL UNIT APPLICABLE
TO THE PROGRAM**

Job	Age as of June 1, 2023
Lieutenant	46
Sergeant	47
Sergeant	44
Police Officer	47

EXHIBIT B

**JOB TITLES AND AGES OF INDIVIDUALS WHO ARE NOT ELIGIBLE FOR THE
TOWN OF CARMEL POLICE DEPARTMENT 2023 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 June 1, 2023, and no later than August 31, 2023; 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 1, 2023, 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 #3

RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES CARMEL SEWER DISTRICT #4

RESOLVED, that the Town Board of the Town of Carmel, acting as commissioners of Carmel Sewer District #4, hereby authorizes Town Engineer, Richard J. Franzetti, PE, to request Proposals for the preparation of design and construction documents in connection with rehabilitation of the Lakeshore Drive pump station facility located within Carmel Sewer District #4.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #4

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Town Engineer Richard J. Franzetti, P.E. Town Clerk Ann Spofford is hereby authorized to advertise for bids for the rehabilitation of the Lakeview Road pump station facility in Carmel Sewer District #4; and

BE IT FURTHER RESOLVED that the Town's Engineering Consultant, upon completion of bid documentation, shall furnish detailed specifications for the above to Town Clerk Ann Spofford to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #5

ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF CARMEL WATER DISTRICTS NOS. 1, 2, 8, 10 AND 13 IN THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has heretofore caused to be prepared a map, plan and report, including an estimate of cost as revised, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Carmel Water Districts Nos. 1, 2, 3, 8, 9, 10, 13 and 14 in the Town of Carmel, Putnam County, New York, being in each such district, the construction of improvements to the district water tank or shared water tank and related equipment and site improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$52,915 to Carmel Water District No. 1, \$3,062,615 to Carmel Water District No. 2, \$362,538 to Carmel Water District No. 3, \$535,796 to Carmel Water District No. 8, \$165,184 to Carmel Water District No. 9, \$112,158 to Carmel Water District No. 10, \$73,621 to Carmel Water District No. 13, and \$569,063 to Carmel Water District No. 14; and

WHEREAS, all conditions precedent to the financing of the capital projects hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act ("SEQRA"), have been performed, it having been determined that said capital projects are each a Type II Action as to which the SEQRA regulations provide that there is no significant adverse impact pursuant to 6 NYCRR Part 617.5(c)(2); and

WHEREAS, it is now determined that the maximum estimated cost to Carmel Water District No. 1 is \$71,315, an increase of \$18,400 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 2 is \$3,762,615, an increase of \$700,000 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 8 is \$652,796, an increase of \$117,000 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 10 is \$151,158, an increase of \$39,000 over that previously estimated; and

WHEREAS, it has now been determined that the maximum estimated cost to Carmel Water District No. 13 is \$99,221, an increase of \$25,600 over that previously estimated; and

WHEREAS, it is now desired to call a respective public hearing on the question of the increase and improvement of the facilities of said Carmel Water District Nos. 1, 2, 8, 10 and 13 in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law;

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

Section 1. A public hearing will be held at the Town Hall, in Mahopac, New York, in said Town, on July 5, 2023, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of Carmel Water Districts Nos. 1, 2, 8, 10 and 13 in the Town of Carmel, Putnam County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspapers, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

Resolution

Offered by: _____

Seconded by: _____

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

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Carmel, Putnam County, New York, will have a virtual meeting at the Town Hall, 60 McAlpin Avenue, in Mahopac, New York, on July 5, 2023, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a respective public hearing upon a certain map, plan and report, including a revised estimate of cost, in relation to the proposed increase and improvement of the facilities of Carmel Water Districts Nos. 1, 2, 8, 10 and 13 in said Town, consisting in each district of the construction of improvements to the district water tank or shared water tank and related equipment and site improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a revised maximum estimated cost of \$71,315 to Carmel Water District No. 1 (an increase of \$18,400), \$3,762,615 to Carmel Water District No. 2 (an increase of \$700,000), \$652,796 to Carmel Water District No. 8 (an increase of \$117,000), \$151,158 to Carmel Water District No. 10 (an increase of \$39,000), and \$99,221 to Carmel Water District No. 13 (an increase of \$25,600).

Said capital projects have been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, said regulations provide will not result in any significant adverse environmental impacts.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Mahopac, New York,

June 7, 2023.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF
CARMEL, PUTNAM COUNTY, NEW YORK

Ann Spofford
Town Clerk

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Carmel, Putnam County, New York, DEPOSE AND SAY:
That on the _____ day of June, 2023, I caused to be posted on the official signboard maintained
by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing which
was a part of an Order adopted by the Town Board of said Town on June 7, 2023.

A true and correct copy of such Notice of Hearing is attached hereto.

Town Clerk

Sworn to before me this _____ day
of June, 2023.

Notary Public

RESOLUTION #6

ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE LAKE MAHOPAC PARK DISTRICT IN THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK

WHEREAS, pursuant to proceedings heretofore had and taken by the Town Board of the Town of Carmel, Putnam County, New York, pursuant to the provisions of Section 99-d of the General Municipal Law, it has been determined to provide planning for a certain increase and improvement of the facilities of the Lake Mahopac Park District in the Town of Carmel, Putnam County, New York, at a maximum estimated cost of \$175,000, consisting of the preliminary engineering assessment expenses for the construction of improvements to the Lake Mahopac Dam, including incidental expenses in connection therewith; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse impact on the environment; and

WHEREAS, a map, plan and report including an estimate of cost has now been prepared in connection therewith and is on file in the office of the Town Clerk of such Town; and

WHEREAS, in order to undertake the improvements to the aforesaid facilities as described therein, it will be necessary to expend the sum of \$475,000, an increase of \$300,000 over the \$175,000 previously authorized for engineering assessment expenses in connection therewith; and

WHEREAS, it is now desired to call a public hearing on the question of authorizing such increase and improvement of facilities of said Lake Mahopac Park District at the maximum estimated cost including the engineering assessment expenses;

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

Section 1. A public hearing will be held at the Town Hall, 60 McAlpin Avenue, in Mahopac, New York, in said Town, on the 5th day of July, 2023, at 7:00 o'clock P.M., Prevaling Time, on the question of increasing and improving the facilities of the Lake Mahopac Park District in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper designated for this purpose, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as **Exhibit A** and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

Offered by: _____

Seconded by: _____

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

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Carmel, Putnam County, New York, DEPOSE AND SAY:

That on the _____ day of June, 2023, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing, which Notice is part of an Order duly adopted by the Town Board on the 7th day of June, 2023.

A true and correct copy of such Notice is attached hereto and made a part hereof.

Town Clerk

Subscribed and sworn to before me this _____ day of June, 2023.

Notary Public

RESOLUTION #7

RESOLUTION AUTHORIZING CONTRACT AMENDMENT CONDUCT ADDITIONAL BORINGS LAKE CASSE AND UPPER AND LOWER TEAKETTLE SPOUT LAKE DAMS

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of the various Town of Carmel Lake Park Districts has previously awarded the contract for preparation of bid documents and specifications and construction administration for the above project to Weston & Sampson; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. in his memo dated May 10, 2023, has provided proposed contract amendment for said services to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Lake Park Districts, hereby authorizes the amendment of the aforementioned contract as set forth in the proposal dated April 28, 2023, the cost of said services not to exceed \$5,000.00, said Change Order to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: _____

Seconded by: _____

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

April 28, 2023

Mr. Richard J. Franzetti, P.E., BCEE
Town Engineer
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

**Re: Proposal to Update Supplemental Engineering Evaluations and Alternatives Analysis Report
Lake Casse Dam
Carmel, New York**

In accordance with your request, Weston and Sampson, PE, LS, LA, PC (Weston & Sampson) is pleased to provide this proposal to update our Supplemental Engineering Evaluations and Alternatives Analysis Report for Lake Casse Dam (NYCDEC #231-1797, National ID #NY01156) in Carmel, NY. Our understanding of the projects is based on our June 2022 Supplemental Engineering Evaluation and Alternatives Analysis, recently completed supplemental field work and assessments, and our recent discussions.

BACKGROUND

Lake Casse Dam, also referred to herein as the Dam, is an Intermediate Hazard (Class B), 14-foot-high earthen embankment dam which impounds Lake Casse along an unnamed brook in the Town of Carmel in Putnam County, New York.

In 2021 Weston & Sampson's advanced borings with standard penetration testing (SPT) which identified loose embankment fill overlying peat. Based upon the guidance provided in the American Society of Civil Engineers standards (ASCE/SEI 7-16) and the SPT data from the soil borings, the site was assigned seismic Site Class E. When the corresponding pseudo static loads are applied to our analyses, the assessment indicated that the embankment fill soils are potentially liquefiable and slope stability factors of safety are less than the minimum required as documented in our June 2022 report.

In January 2023 we advanced cone penetrometers along the downstream side of the dam crest and performed in-situ testing to collect direct measurements of cone tip resistance (q_t) and shear wave velocity (V_s) of the dam embankment fill and underlying native materials. The V_s data was used to more accurately calculate the Seismic Site Class and the q_t data was used revise our slope stability analyses as documented in our April 14, 2023 memorandum.

Our proposed detailed scope of work is provided below.

SCOPE OF GEOTECHNIAL SERVICES:

Weston & Sampson will update our June 2022 Supplemental Engineering Evaluations and Alternatives Analysis Report to include the following:

- a. Description of the supplemental subsurface exploration program and laboratory testing.
- b. Site plan showing approximate CPT locations.
- c. CPT report provided by the drilling subcontractor and laboratory test results.
- d. Updated seismic Site Class based upon the driller's CPT report, soil liquefaction potential, and slope stability analyses of the existing analyses sections.
- e. Revised rehabilitation recommendations with associated opinion of probable cost. Our updated report will not include final design conditions.

PROJECT COSTS

We propose to complete the scope of services described herein for a not-to-exceed cost of **\$5,000** which includes all labor, equipment, materials, and expenses.

PAYMENT

Weston & Sampson proposes the following payment terms:

- Direct labor will be billed as accrued at 2.2 times the cost of salaries and direct expenses will be billed at 1.1 times cost.

SCHEDULE

We will coordinate our field activities with input from the Town, and keep the Town informed of our progress. We are prepared to commence work immediately upon authorization and anticipate completion of field activities and issuance of the draft report of findings within 4 months of notice to proceed.

LIMITATIONS

Weston & Sampson's services are intended to provide professional recommendations based on a limited number of field observations and tests, and may depend on, and be qualified by, information gathered previously by others and provided to Weston & Sampson by others. It is possible that conditions could vary between or beyond the data evaluated. More detailed and extensive studies and subsurface explorations will yield more information, which may help manage risk of unknown conditions. Within the limitations of scope, schedule and budget presented herein, our services will be executed in accordance with the generally accepted practices in this area at the time of the work. No warranty, expressed or implied, is given.

This proposal is prepared specifically for the client and its designated representatives and may not be provided to others without Weston & Sampson's expressed permission.

GENERAL TERMS & CONDITIONS

Weston & Sampson's services will be provided as described herein and in accordance with our previously approved Term's & Conditions under our prior Dam Rehabilitation Agreement.

Thank you for inviting us to submit this proposal. We look forward to assisting you with this project. If you have any questions, please contact me at (978) 532-1900 (ext. 6501) or stonec@wseinc.com.

Sincerely,
WESTON & SAMPSON, PE, LS, LA, PC

A handwritten signature in black ink that reads "Carl W Stone". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Carl W. Stone, PE BCEE
Senior Technical Leader

CC: T. Fuselier W&S
J. Budrow W&S