

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

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces.

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Deputy Supervisor Suzanne McDonough on the 14th day of February 2018 at 9:11 p.m. (immediately following the scheduled Work Session) at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Barile, Councilman Schneider, Councilman Lupinacci and Councilwoman McDonough. Supervisor Schmitt was absent.

MINUTES OF TOWN BOARD MEETINGS HELD ON DECEMBER 6, 2017 AND JANUARY 3, 2018 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lupinacci, seconded by Councilman Schneider, with all members of the Town Board present voting "aye", the minutes of the Town Board meetings held on December 6, 2017 and January 3, 2018 were accepted as submitted by the Town Clerk.

CARMEL TOWN HALL - PROPOSAL ACCEPTED FOR AUDIO VISUAL EQUIPMENT - NEW YORK AUDIO VIDEO DESIGN - NOT TO EXCEED \$9,167.89

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of New York Audio Video Design, Poughkeepsie, NY, for the installation of television, audio visual and electronic equipment in the Town of Carmel Town Hall meetings rooms and Town Supervisor's office at a cost not to exceed \$9,167.89 and in accordance with the proposal dated January 17, 2018; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the work items detailed in the referenced proposal may commence, 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: Councilman Schneider
Seconded by: Councilman Lupinacci

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

LABOR COUNSEL SERVICES - PROPOSAL ACCEPTED - JACKSON LEWIS, LLP

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Jackson, Lewis, LLP, White Plains, NY for the 2018 labor counsel services, said proposal dated January 8, 2018 and in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign and accept said proposal on behalf of the Town of Carmel.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

14 FEBRUARY 2018
TOWN BOARD MEETING

(Cont.)

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



Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C. 44 South Broadway 14th Floor White Plains, New York 10601 Tel 914 872-8060 Fax 914 946-1216 www.jacksonlewis.com	ALBANY, NY ALBUQUERQUE, NM ATLANTA, GA AUSTIN, TX BALTIMORE, MD BIRMINGHAM, AL BOSTON, MA CHICAGO, IL CINCINNATI, OH CLEVELAND, OH DALLAS, TX DAYTON, OH DENVER, CO DETROIT, MI GRAND RAPIDS, MI	GREENVILLE, SC HARTFORD, CT HONOLULU, HI* HOUSTON, TX INDIANAPOLIS, IN JACKSONVILLE, FL KANSAS CITY REGION LAS VEGAS, NV LONG ISLAND, NY LOS ANGELES, CA MADISON, WI MEMPHIS, TN MIAMI, FL MILWAUKEE, WI MINNEAPOLIS, MN	MONMOUTH COUNTY, NJ MORRISTOWN, NJ NEW ORLEANS, LA NEW YORK, NY NORFOLK, VA OMAHA, NE ORANGE COUNTY, CA ORLANDO, FL PHILADELPHIA, PA PHOENIX, AZ PITTSBURGH, PA PORTLAND, OR PORTSMOUTH, NH PROVIDENCE, RI	RALEIGH, NC RAPID CITY, SD RICHMOND, VA SACRAMENTO, CA SALT LAKE CITY, UT SAN DIEGO, CA SAN FRANCISCO, CA SAN JUAN, PR SEATTLE, WA ST. LOUIS, MO TAMPA, FL WASHINGTON, DC REGION WHITE PLAINS, NY
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*through an affiliation with Jackson Lewis P.C., a Law Corporation

January 8, 2018

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

VIA REGULAR MAIL

Hon. Kenneth Schmitt
Town Supervisor
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re: Confirmation of Engagement and Fee Agreement

Dear Supervisor Schmitt:

We at Jackson Lewis P.C. (“the Firm”) are pleased to have the opportunity to continue to serve as Labor Counsel for the Town of Carmel (“Town”). Please allow this communication to serve and provide details of the scope of our attorney-client relationship and the rates for our services. This letter also addresses our fees for our services, pursuant to Part 1215 of the Joint Rules of the Appellate Divisions of the New York State Supreme Court, 22 N.Y.C.R.R. 1215.

A. *Scope of Services*

As stated above, we will represent the Town as Labor Counsel. We will do our best to serve the Town efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the Town. We will utilize attorneys and legal assistants in the Firm in the best exercise of our professional judgment. If, at any time, you have any questions, concerns or comments, please contact me.

Hon. Kenneth Schmitt
Town of Carmel
January 8, 2018
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B. *Fees*

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the Town at agreed upon hourly rates for the work performed on its behalf. Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location.

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(Cont.)

We are pleased to continue our hourly rate “cap” at \$275.00, which is the same “cap” as has been in place since we were originally retained as Labor Counsel to the Town is a significant discount from our regular rates. We will maintain this cap until December 31, 2018. If the attorney’s regular rate is lower than the cap, you will be charged the lower rate. We charge for all services rendered, including but not limited to, telephone calls, conferences, negotiation sessions, court and agency hearings, and other proceedings.

Our entire billing process is explained in “A Word About Our Invoices,” a copy of which is enclosed.

C. Dispute Resolution

It is our understanding that the Town will pay the fees for our services on matters assigned to us. In the event a dispute arises between us relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

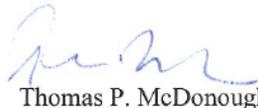
Our agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

* * * *

If you have any questions at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me. We are pleased to have the opportunity to continue to serve as the Town’s Labor Counsel.

Very truly yours,

JACKSON LEWIS P.C.



Thomas P. McDonough

TPM/gr
Enclosure

4840-7059-9002, v. 1

CARMEL WATER DISTRICT #2 PUBLIC EMERGENCY - ENTRY INTO CONTRACT FOR WATER MAIN REPAIR AUTHORIZED - LEGACY VALVE, LLC - \$1,787,700.00 AMENDED 2/21/18

WHEREAS, the Town Board of the Town of Carmel has been informed of numerous complaints regarding the quality, quantity, color and content of the potable water from the residents and inhabitants within Carmel Water District #2; and

WHEREAS the Town Board of the Town of Carmel has directed that estimated costs for replacement of approximately 12,600 linear feet of iron and/or ductile iron water main be provided on an expedited basis; and

WHEREAS, the Town Board of the Town of Carmel has reviewed the estimates provided as well as the report of its Engineering Consultant, J. Robert Folchetti Associates, LLC, as well as the reports of its Town Engineer Richard J. Franzetti, P.E. regarding the existing circumstances relative to the quality, quantity, color and content of the potable water within the areas of the Gleneida Ridge, Glenvue Road and Route 301 regions of Carmel Water District #2;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2 hereby determines that a public emergency exists in the Gleneida Ridge, Glenvue Road and Route 301 regions of Carmel Water District #2 which affects property, health or safety of the inhabitants of the aforesaid regions of Carmel Water District #2, specifically with respect to the quality, quantity, color and content of the potable water, and

BE IT FURTHER RESOLVED THAT the continued existence of said conditions would result would be adverse impacts and effects to the inhabitants of Carmel Water District #2; and

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(Cont.)

BE IT FURTHER RESOLVED, that the Town Board of the of the Town of Carmel, acting as Commissioners of Carmel Water District #2 hereby awards the contract for replacement of approximately 12,600 linear feet of iron and/or ductile iron water main, valves, hydrants, etc, within the Gleneida Ridge, Glenvue Road and Route 301 regions of Carmel Water District #2 to Legacy Valve, LLC, Valhalla, NY at a cost not to exceed \$1,787,700.00 (One Million Seven Hundred Eighty Seven Thousand Seven Hundred Dollars); and

BE IT FURTHER RESOLVED that Town Deputy Supervisor, Suzanne McDonough is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

BE IT FURTHER RESOLVED upon receipt of insurance certificates in form acceptable to Town Counsel the work activities authorized in this resolution shall be permitted to commence.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

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

The resolution was first offered by Councilman Barile and seconded by Councilman Lupinacci for discussion.

Councilman Barile stated that this problem was brought to the attention of the Town Engineer on August 16, 2017 and before the Town Board on September 6, 2017. Six months ago it was not deemed an emergency and therefore he questioned how it is deemed an emergency now. Councilman Barile stated that at the January 24, 2018 Work Session he presented alternatives to the emergency water main replacement proposal, and in addition contended that the engineer who was designing the project as well as obtaining the proposals should not be involved in choosing who is awarded the contract.

Councilman Barile commented that the rules and regulations governing this process are being overlooked or ignored. He suggested that anyone on the Town Board voting in the affirmative to the resolution is stepping out of their powers as a member. Councilman Barile further suggested that a substantial savings could be achieved if the project was packaged as a larger proposal and sent out to bid.

Councilman Barile commented that he believed that the action will be challenged by members in the Carmel community with an Article 78 proceeding. He stated that he will be sending a letter to the State Comptroller as well as the Attorney General to look into the matter and asking Town Supervisor Schmitt to sign it. He indicated that the resolution should be tabled or he will be voting no to it in the form it is written.

Councilman Lupinacci explained with regard to the interpretation of the guidelines, that Joseph Charbonneau had reviewed the matter and advised the Town Board that they would not be in violation. Councilman Lupinacci stated that when the issue was brought up last year, it was a different Town Board. However, they all agreed it was an emergency and gave instructions to the Engineering Department to proceed with the issue as an emergency.

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(Cont.)

Councilman Lupinacci went on to express his concern that through his research he found that the EPA reports that high levels of iron are dangerous for women that are pregnant or becoming pregnant. Councilman Lupinacci further expressed his concern with how the residents who have been dealing with the serious problem of brown water for so long are being psychologically impacted.

Councilman Lupinacci concluded that this is just phase one of the plan for the water district and that he supports Councilman Barile's proposal to bundle the other phases for an economy of scale.

Councilman Schneider explained that he had addressed the matter with the legal department who performs the audits on emergency declarations at New York State and confirmed with Legal Counsel that the Town's procurement policy contains the guidelines for emergency declarations.

Councilman Schneider submitted for the record, the EPA's "Secondary Drinking Water Standards: Guidance for Nuisance Chemicals" which is incorporated at the end of these minutes as "Attachment A" and cited the technical effects related to secondary contaminants.

Councilman Schneider referenced a letter to the Town Board from a local realtor incorporated at the end of these minutes as "Attachment B" and addressed the economic impact that these residents face, not only with regard to the resale probability of their house but also on the actual value of the house itself. He reiterated the need for an evaluation of the entire water district with separate studies conducted for the distribution system and the water treatment plant.

Deputy Supervisor McDonough agreed that the Town must move forward with addressing the issues within the entire water district as previously discussed by the Board, in phases. She went on to clarify that the Engineering Consultant was asked by the Town Board to solicit estimates and that he is not awarding the project, the Town Board will be.

Councilman Barile repeated that his alternative would bring clean water to the affected homes quicker. He indicated that although the Town Board will be awarding the contract for the project, only two vendors were selected to provide proposals. He commented that the taxpayers will be responsible for approximately \$1.8 million to replace 5% of the district's distribution system and by implementing the project piecemeal, only the lawyers, engineers and contractors will benefit.

At the conclusion of the discussion held, the resolution was offered by Councilman Lupinacci and seconded by Councilman Schneider for a vote.

Councilman Barile conveyed on behalf of Supervisor Schmitt that for the record, had he been present at the meeting, he would have voted against the resolution.

CARMEL WATER DISTRICT #2 - PROPOSAL ACCEPTED FOR WATER MAIN REPLACEMENT PROJECT ENGINEERING SERVICES - J. ROBERT FOLCHETTI ASSOCIATES

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby accepts the proposal of J. Robert Folchetti Associates, LLC of Brewster, NY for the services required in connection with the Construction Engineering Services of Carmel Water District #2 Water Main Replacement Project, in form, as attached hereto and made a part thereof; and

14 FEBRUARY 2018
TOWN BOARD MEETING

(Cont.)

BE IT FURTHER RESOLVED that Town Deputy Supervisor, Suzanne McDonough is hereby authorized to sign any and all documentation necessary to accept the proposal and 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: Councilman Schneider

Seconded by: Councilman Lupinacci

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

J. ROBERT FOLCHETTI & ASSOCIATES, LLC
CIVIL/ENVIRONMENTAL ENGINEERS

January 18, 2018

Hon. Kenneth Schmitt, Supervisor
Town of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

RE: PROPOSAL FOR ENGINEERING SERVICES
Construction Engineering Services
Carmel Water District #2 Water Main Replacement Project

Dear Supervisor Schmitt:

J. Robert Folchetti and Associates is pleased to submit our proposal for Construction Engineering Services. Our proposal is based on the understanding that the Town of Carmel requires the services of a professional engineer to supervise the design, construction and approvals of a project consisting of the installation of approximately 12,600 feet of 6" PVC water main, within the district limits of Carmel Water District # 2, Town of Carmel, New York. The project is described in the Carmel Water District No. 2 Engineering Report prepared by JRFA. The project has not received any agency approvals.

For your convenience, we have divided the proposal into two sections as follows:

SECTION 1 - PROPOSED SCOPE OF WORK

SECTION 2 - ESTIMATED PROJECT SCHEDULE AND LEVEL OF EFFORT

(Cont.)

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SECTION 1 - PROPOSED SCOPE OF WORK

- Task 1.1 Develop plans from Carmel Sewer District #2 As-Builts
- Task 1.2 GPS Code 53 Markout and Develop a Preliminary Layout based on Carmel Sewer District #2 As- Builts
- Task 1.3 Conduct Pre-Construction meeting
- Task 1.4 Conduct all Progress Meetings
- Task 1.5 Prepare minutes of all meetings attended
- Task 1.6 Review of Contractor Submittals
- Task 1.7 Review and processing of Contractor Payment Requisitions
- Task 1.8 Review and processing of any field directives and Change Orders as may be necessary during the performance of the work
- Task 1.9 Perform all required punch list inspections and issuance of punch lists
- Task 1.10 Monitor all Contractor’s field testing (Bacteriological and Pressure/Leakage Testing)
- Task 1.11 Assist Town in processing Disinfection Certification for Putnam County Department of Health
- Task 1.12 Review Contractor’s Close-Out Documents
- Task 1.13 Provide full-time field inspection services to monitor Contractor’s activities for conformance with the Contract Documents and final design drawings
- Task 1.14 Provide Professional Engineer onsite as required to maintain design-build progress and troubleshoot conflicts

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Proposal for Engineering Services
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- Task 1.15 Develop permit applications for Work in NYSDOT Route 301 Right-of-Way for up to three (3) locations
- Task 1.16 GPS Final System and develop As-Built for Putnam County Department of Health and Town of Carmel

Tasks not included in this scope of work are excluded.

SECTION 2 - ESTIMATED PROJECT SCHEDULE AND LEVEL OF EFFORT

The estimated level of effort and cost for construction engineering services is based on an estimated twenty-four (24) week construction period.

LEVEL OF EFFORT

Task	PE	DESIGNER	INSPECTOR	OTHER TECHNICAL PERSONNEL	TOTAL
Preliminary Design As Shown Tasks 1.1-1.2	16	80	-	-	96
Basic Construction Services As Shown Tasks 1.3-1.12	131	-	78	55	264
Full Time Construction Inspection As Shown Tasks 1.13	-	-	960	-	960
Part Time P.E. Onsite As Shown Tasks 1.14	260	-	-	-	300
Project Close Out As Shown Tasks 1.15-1.16	40	125	40	-	205

(Cont.)

ESTIMATED COSTS

Task	Estimated Cost
Preliminary Design	\$14,500.00
Basic Construction Services	\$35,400.00
Full Time Construction Inspection	\$70,000.00
Part Time P.E. Onsite	\$43,200.00
Project Close Out	\$26,500.00

Please note that the hourly rate for an experienced inspector is \$72.50.

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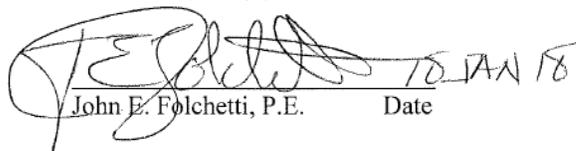
The following costs will constitute a separate item for reimbursement:

- Project connected traveling expenses.
- Communication expenses.
- Printing, reproduction, legal, laboratory, shipping and other costs not attributable to general overhead.
- All agency fees to be paid by Owner.

We are available to discuss any aspect of this proposal with you at your convenience. If this proposal is satisfactory please execute and return one copy.

Very truly yours,

ENGINEER



 John E. Folchetti, P.E. Date 10 JAN 18

**OWNER or
AUTHORIZED SIGNATURE**

Signature Date

JEF/jac
cc: File

Hon. Kenneth Schmitt, Supervisor
Proposal for Engineering Services
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**J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.
ENGINEERING RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>\$ PER HOUR</u>
Principal	\$160.00 - \$200.00
Project Manager (PE)	\$110.00 - \$170.00
Project Engineer / Geologist	\$ 90.00 - \$132.00
Licensed Surveyor	\$ 85.00 - \$ 95.00
Engineer / Designer	\$ 65.00 - \$ 95.00
Engineer / Inspector	\$ 60.00 - \$ 80.00
Clerical / Secretarial	\$ 50.00 - \$ 75.00
OTP	\$ 75.00 - \$ 100.00
CADD	\$ 65.00 - \$ 75.00
Survey Crew	\$145.00 / hour

Councilman Barile conveyed on behalf of Supervisor Schmitt that had he been present at the meeting, he would have voted against the resolution.

CARMEL SEWER DISTRICT #4 WASTEWATER TREATMENT PLANT - PROPOSAL ACCEPTED FOR ROTATING BIOLOGICAL CONTACTOR REPAIR - DARLINGTON EQUIPMENT COMPANY - NOT TO EXCEED \$21,995

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby accepts the proposal of Darlington Equipment Company, Negley, OH, for repair of the Rotating Biological Contactor unit bearing at the Carmel Sewer District #4 wastewater treatment plant at a base cost of \$11,995.00 and an overall cost not to exceed \$21,995 in accordance with the proposal dated December 17, 2017; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the work items detailed in the referenced proposal may commence, 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: Councilman Lupinacci
Seconded by: Councilman Schneider

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

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING - PROPOSED LOCAL LAW AMENDING CHAPTER 89 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED "FRESHWATER WETLANDS" - TABLED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday February 28, 2018 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending Chapter 89 of the Code of the Town of Carmel, entitled "Freshwater Wetlands"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspapers of the Town and on the Town bulletin board regarding this Public Hearing.

Motion to Table

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

The resolution was offered by Councilman Barile. Councilman Schneider then offered a motion to table the resolution to allow the Environmental Conservation Board chairman and vice-chairman the opportunity to review the proposed Local Law. The motion to table was seconded by Councilman Lupinacci and the aforementioned roll call vote taken.

PUBLIC HEARING SCHEDULED FOR 2/28/18 - PROPOSED LOCAL LAW ENACTING CHAPTER 140 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED "TOWING AND STORAGE"

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday February 28, 2018 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law enacting Chapter 140 of the Code of the Town of Carmel, entitled "Towing and Storage"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspapers of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

TOWN OF CARMEL
PROPOSED LOCAL LAW # OF THE YEAR 2018
A LOCAL LAW ENACTING CHAPTER 140 OF THE CODE OF THE
TOWN OF CARMEL, ENTITLED "TOWING AND STORAGE"

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam, State of New York as follows:

Section 1: PURPOSE

The purpose of this local law is to establish procedures for the licensing of individuals and entities providing towing and storage services to the Town of Carmel Police Department and to also establish uniform policy and procedures and fees for the towing and storage services to be provided to the Town of Carmel Police Department.

Section 2: AUTHORITY

This chapter is adopted pursuant to the authority, of Article 2, § 10 of the New York State Municipal Home Rule Law.

SECTION 3: ENACTMENT OF CHAPTER 140

§ 140-1. Purpose and scope; applicability

A. The purposes of this chapter are to

- (1) Establish a requirement and procedure for the licensing of individuals and entities providing towing and storage services to the Town of Carmel Police Department.
- (2) Establish, in the interest of public safety, a uniform policy for the towing and storage of motor vehicles towed and stored at the request of the Town of Carmel Police Department.
- (3) Establish uniform fees for towing and storage services.

B. This chapter shall apply to all motor vehicle towing and storage operations performed at the request of the Town of Carmel of Police Department.

§140-2. Definitions

As used in this chapter, the following terms shall have the meanings indicated.

(Cont.)

AUTOMOBILE

A private passenger motor vehicle or any vehicle included in the definition of "automobile" under NYS VTL.

BASIC TOWING SERVICE

The removal and transportation of an automobile from a highway, street or other public or private road or a parking area or from a storage facility and other services normally incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm or from being impaled upon any other object within the right-of-way or berm.

MOTOR VEHICLE

Includes all vehicles propelled other than by muscular power, except such vehicles as run only upon rails or tracks or motorized bicycles.

TOWN OF CARMEL

The Town of Carmel.

TOW OPERATOR

A person engaged in the business of towing and storing motor vehicles or offering the services of a tow vehicle or tow truck and storage services.

TOW VEHICLE OR TOW TRUCK

Those vehicles equipped with a boom or booms, winches, slings, tilt beds, wheel lifts or under-reach equipment specifically designed by their manufacturer for the removal or transport of motor vehicles, including flatbed vehicles, employed for the purpose of towing, transporting, conveying and/or removing motor vehicles which are unable to be operated under their own power from one place to another for which a charge or fee is extracted.

§140-3. License required

- A. No person shall engage in the business of towing or storing motor vehicles at the direction of the Town of Carmel of Police Department without first obtaining a tow operator's license therefor. Nothing herein shall require licensing for the rendering of road service or for the provision of towing and storage services within the Town of Carmel other than at the request of the Town of Carmel Police Department.
- B. The Town of Carmel Police Department is responsible for the approval and issuance of towing and service licenses. The number of licenses issued by the Town of Carmel Police Department shall be determined by the sole discretion of the Chief of Police.
- C. All complete applications shall be forwarded to the Chief of Police. The Chief of Police, or his/her designee, shall have sole discretion in deciding which recipient towing companies will be awarded the licenses. This application process shall be repeated on a yearly basis.

§140-4. Application for license; application fee

- A. Applicants for a license under this chapter shall file with the Town of Carmel Clerk a sworn application on a form to be furnished by the Clerk which shall include the following information and certification.
 - (1) The full name and address of the applicant. If the application is made for a corporation, it shall state the names and addresses of the officers and directors thereof, its registered agent and the names and residential addresses of every stockholder owning more than 10% of the issued stock.

(Cont.)

- (2) The year, make and type of each tow vehicle used in said business, its vehicle identification number, registration number and registered owner.
- (3) The address where the tow vehicle or vehicles shall be regularly garaged, the telephone number or numbers and the hours during which service is available at those numbers and the names, addresses and New York driver license numbers of all operators.
- (4) The location, size and security features of the storage lot or space in which towed vehicles will be stored, including the number of spaces available. The storage lot shall be designated either as.
 - a) "Inside building" a vehicle storage facility that is completely indoors, having one or more openings in the walls for storage and removal of vehicles that are secured by a locking device on each opening; or
 - b) "Outside secured" a vehicle storage facility that is not indoors and is secured by a fence, walls or other man-made barrier that is at least six feet high. The facility is to be lighted at night so that all vehicles may be plainly visible.
- (5) The name and address of the insurance carriers and the policy numbers of all insurance policies as required by § 140 of this chapter.
- (6) A certification that on-call towing and storage services will be available 24 hours per day, every day of the year.
- (7) A certification that the fees and procedures required by this chapter shall be complied with at all times.
- (8) A statement that the Chief of Police or his/her designee may at any reasonable time conduct an inspection of the towed vehicles or storage facility of any applicant or licensee for the purpose of determining compliance with this chapter. The Town of Carmel Police Department may have a Commercial Vehicle Safety Bureau Inspector from the New York State Department of Transportation inspect any tow truck at any time throughout the licensing period.
- (9) Such other information as the Town of Carmel Clerk or Chief of Police may reasonably prescribe.

- B. All cost for a tow operator's license shall be payable to the Town of Carmel Clerk upon approval of the applicants license. Said fee shall be established annually by resolution of the Carmel Town Board.

§140-5. Application review

- A. The Town of Carmel Clerk shall forward all complete applications to the Chief of Police, who shall conduct or cause to be conducted such investigation as he deems necessary to determine the truth and accuracy of the information contained in the application and whether the applicant meets the following minimum standards.
- (1) Neither the applicant nor any tow vehicle operator has any criminal convictions or prior motor vehicle infractions which might adversely affect public safety or welfare.
 - (2) The applicant has the ability to respond to the scene in response to any request for assistance within 25 minutes after notification.
 - (3) The applicant can provide on-call towing services 24 hours per day, every day of the year.
 - (4) The tow trucks and equipment are in safe and sound condition and in compliance with all applicable laws, rules and regulations. All applicants must meet minimum standards of operator performance, including but not limited to standards concerning the adequacy of the applicant's equipment and storage facilities and availability.

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- (5) The applicant owns or has a valid lease to a storage facility within three miles of the Town of Carmel, in an area legally zoned for such use, and such storage facility shall have a minimum of 20 spaces for passenger automobiles and will be either an inside building or outside secured facility as defined in § 140-2 A (4) above for storage of all vehicles towed or impounded.
 - (6) The applicant is in compliance with and/or has the ability to comply with all other requirements and standards set forth herein.
 - (7) Storage facility must meet local zoning requirements.
- B. In addition to the minimum standards of performance referred to in the preceding subsection, all applicants are subject to disqualification if found deficient in any one of the following areas.
- (1) The applicant provided false or inaccurate information on the application form.
 - (2) The applicant lacks experience and/or does not have good references from prior customers of the applicant's towing and storage services.
- C. The Chief of Police shall endorse his/her approval or disapproval of the application within 30 days of receipt by him. If the application is disapproved, the reasons therefor shall be set forth in writing. The Town of Carmel Clerk shall notify the applicant in writing that the application has been granted or denied. If the application is denied, the reasons for such denial shall be set forth in the notice, along with the applicant's right to appeal the denial to the Town of Carmel Town Board pursuant to § 140-6.

§ 140-6. Issuance of license; renewal; display; transferability

- A. A tow operator's license shall be issued by the Town of Carmel Clerk to an approved applicant upon provision of insurance certification pursuant to § 140-7 and approval by the Chief of Police. The Town of Carmel Clerk shall send a copy of the license to the Police Department for filing and shall keep a permanent record of all licenses issued.
- B. All licenses issued under this chapter shall expire at the end of the calendar year in which issued. Applications for renewal, certifying any changes to the original application or certifying no change, shall be filed with the Clerk at least 30 days before expiration on forms provided by the Clerk. Renewal applications will be forwarded to the Chief of Police for review and any necessary investigation in accordance with the procedures and standards set forth in § 140-3. If approved, a renewal license shall be issued upon payment of the license fee and provision of required insurance certifications.
- C. All licenses issued under this chapter, or certified copies thereof, shall be displayed prominently on all tow vehicles and at the tow operator's principal place of business.
- D. All licenses issued under this chapter are nontransferable.

§ 140-7. Revocation and suspension

- A. Licenses issued under this chapter may be revoked by the Chief of Police after reasonable notice and hearing for any of the following reasons.
 - (1) False or materially inaccurate information in the application or a change of circumstances which would have caused disapproval of the application if existing at the time of approval.
 - (2) Failure to comply with any of the requirements of this chapter, any additional regulations promulgated by the Chief of Police or any state, federal or local law relating to motor vehicle operation or storage.

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- (3) Unsatisfactory service which jeopardizes public safety. More than three unexcused failures to respond and/or valid complaints (as determined by the Chief of Police after investigation) within a twelve-month period shall be considered grounds for suspension and/or revocation.
- (4) For certain violations, the Department may elect to impose penalties. Below is a listing of violations and associated penalties.

Violation Description	First Violation	Second Violation	Third Violation
Late response to call	A	B	C
Refusing to accept a credit card	A	C	D
Refusing service	A	C	D
Failure to clean up debris	A	B	C
Rudeness to customers	A	B	C
Cruising	A	B	C
Towing out of rotation	A	B	C
Failure to respond to requests for information	A	B	C
Use of improper/incomplete rate sheet	B	C	D
Failure to maintain insurance	B	C	D
Failure to respond to call	B	C	D
Lack of 24 hour availability	B	C	D
Refusing to release a vehicle	B	C	D
Refusing to release property in a vehicle	B	C	D
Refusing to tow vehicle where customer directs	B	C	D
Unsafe practices	B	C	D
Overcharge	B	C	D
Refusing to follow police directives	B	C	D
Inspection fraud	C	D	-
Assault	D	-	-

- A = Letter of Reprimand
- B = One Week Suspension from List
- C = Four Week Suspension from List
- D = Removal and One Year Ban From List

- (5) The Chief of Police shall promulgate such rules, regulations and procedures, not inconsistent with this code, as may be reasonable and necessary to carry out the provisions of this code. Such changes to this code may be made at any time by the Police Department at their discretion and will require the tow operator to sign a written acknowledgement notification of the change. The Police Department will accept requests for rule changes from the tow operators and the public. All requests must be made in writing. The Chief of Police or designee will respond, in writing to each request. Failure to comply with applicable rules, regulations and procedures may be cause for suspension and or removal from the tow roster.

- B. Notice of suspension and/or revocation shall be in writing and shall include the reasons therefor and notice of the licensee's right to appeal to the Town of Carmel Town Board pursuant to § 140-6.

§ 140-8. Appeals

- A. Any person aggrieved by the action of the Chief of Police or the Town of Carmel Clerk in the denial of an application for a license or in revocation thereof or in the suspension from the Town of Carmel's on-call towing list may appeal to the Town of Carmel Town Board by filing with the Clerk, within 14 days after notice of the action complained of has been mailed to such person's last known address, a written request for a hearing, setting forth fully the grounds for the

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appeal. The Town Board will set a time and place for a hearing on such appeal, and notice shall be served on or mailed to the applicant or licensee at least five days prior to the hearing. The Town Board's determination shall be made by resolution and shall become effective immediately.

§140-9. Insurance requirements

A. Every licensee shall carry insurance as follows.

- (1) Comprehensive General Liability Insurance, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be two million dollars (\$2,000,000) each occurrence.
- (2) Workers' Compensation insurance with statutory coverage including employer's liability insurance with limits of liability of at least one hundred thousand dollars (\$100,000) each employee.
- (3) Automobile liability insurance for owned, non-owned and hired vehicle's. The minimum limit of liability carried on such insurance shall be one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) per incident or each accident.
- (4) Insurance companies utilized must be admitted to do business in New York and shall have a rating of (A) or better.
- (5) Contractor agrees to furnish certificate(s) of the aforementioned insurance to the Town of Carmel upon execution of this agreement and, with respect to the renewals of the current insurance policies, at least thirty days in advance of each renewal date. Such certificate(s) shall, with respect to comprehensive general liability and auto liability insurance, name the Town of Carmel and the Town of Carmel Police Department as an additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the Town of Carmel Police Department, 60 McAlpin Ave., Mahopac, NY 10541 at least (30) days in advance of such cancellation or change.
- (6) The purchase of the insurance required or the furnishing of the aforesaid certificate(s) shall not be a satisfaction of Contractor's indemnification responsibilities to the Town of Carmel and the Town of Carmel Police Department.

B. All licensees shall hold harmless and indemnify the Town of Carmel, its officers, employees and agents from any and all liability claims, losses or damage arising or alleged to arise from the performance of the towing services requested of or rendered by the licensee. The foregoing indemnification language shall be incorporated in the general comprehensive liability policy required.

C. All insurance policies shall be written by insurance companies acceptable to the Town of Carmel and authorized to do business in the State of New York.

D. Any license issued under this chapter will be automatically revoked upon expiration or cancellation of the required insurance or material change in coverage which renders that coverage not in compliance with the aforementioned insurance requirements.

§ 140-10 On-call towing list.

A. The Chief of Police shall maintain a list of those tow operators licensed by the Town of Carmel to respond to calls from the Town of Carmel Police Department. In order to be included on the on-call towing list, an applicant must meet all of the requirements of this chapter and shall enter into an agreement with the Town of Carmel for a term of one year, said agreement to be prepared by the Town of Carmel Attorney.

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- B. Calls to tow operators on the on-call list shall be made on a nondiscriminatory rotating basis, pursuant to procedures established by the Chief of Police. Nothing herein shall prohibit the Chief of Police or his designee from calling a tow operator out of sequence or seeking the services of a tow operator not on the on-call list if the circumstances require specialized equipment or if the interests of public safety so require. If the tow operator selected does not respond to the scene within the 25 minutes after notification, the Chief of Police or his/her designee shall be permitted to summon the next available tow operator. When any unusual situation occurs which may be dangerous to the safety of the public, such as a spill of toxic material or other dangerous cargo, the Town of Carmel Police Department may select any qualified tow operator.
- C. The Town of Carmel Police Department reserves the right to call any tow service designated by the owner of a vehicle involved in an accident, or designated by the owner of a disabled vehicle.
- D. The fees to be charged for the towing and storage services of automobiles shall be as set forth in § 140-9. The Town of Carmel shall not be liable for the cost of any towing and/or storage services unless those services are performed on a municipal vehicle.
- (1) Tow operators must accept cash payment and at least two major credit cards with at least one being a bank credit card. The only exceptions are that tow operators may charge cash only for impounds or abandoned vehicles with plates removed at their discretion. The tow operator must maintain an interbank charge card in its own name, in the form of a Merchant's Account with a qualified financial institution. Patrons will be given a reasonable amount of time to obtain cash/credit card during off hours prior to the vehicle being retained at the tow operator's location. Tow operators must be able to take credit card payment roadside. Questions as to what is reasonable, if there is a dispute, will be determined by the on-duty Police Supervisor. If the tow operator disagrees with the decision, they must still accept the decision at the time and submit the dispute in writing to the Chief of Police, within 72 hours of the incident.
- E. Inclusion on the on-call towing list shall be automatically revoked upon expiration or revocation of the tow operator's license. The Chief of Police may also suspend a licensed tow operator's inclusion on the on-call towing list for such period of time as he considers appropriate for violations of this chapter, after a hearing on such violations. Suspensions may be appealed pursuant to the procedures set forth in §140-6.
- F. The licensees will notify the owner of any vehicle, that the licensees has towed pursuant to this chapter when said vehicle has been on the Licensees lot in excess of thirty (30) days from the time at which it was originally towed.
- G. The Licensees may exercise any lien it may have on a towed vehicle pursuant to New York State Law except that.
- (1) The Licensees shall release to the owner or operator of any towed vehicle, any and/or all essential (e.g. medication, eyeglasses, clothing) personal property contained within but not attached to such vehicle upon request by the owner or operator without regard to any lien, which the Licensees may have on said property pursuant to New York State Law.

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- H. Abandoned vehicles will be towed at no charge to the Town of Carmel, and at the tow rates pursuant to § 140-9 of this chapter to the vehicles owner.
- I. The Licensees agrees to store any vehicle, which may be impounded by the Town of Carmel Police Department at no cost to the Town of Carmel, or the Town of Carmel Police Department. Storage fees may be charged for each calendar day to the owner and/or operator thereof. An impound fee will be collected by the Carmel Town Clerk. Said fee shall be established annually by resolution of the Carmel Town Board. The owner of the vehicle will pay the impound fee and receive a release from the Police Department before the car can be released. The owner of the vehicle will be instructed to bring the release to the tow operator in order to prove that the impound fee has been satisfied. This impound fee will not include vehicles that are considered abandoned.
- J. During snow emergencies, Town of Carmel Police Officers may direct the removal of vehicles. Tow trucks will be dispatched and tow the vehicle(s) assigned to them by the officer at the scene. Tow operators will not tow any vehicle that was not authorized first, by the officer.
- (1) The Licensees shall release to the owner or operator of any towed vehicle, any and/or all essential (e.g. medication, eyeglasses, clothing) personal property contained within but not attached to such vehicle upon request by the owner or operator without regard to any lien, which the Licensees may have on said property pursuant to New York State Law.
 - (2) The Licensees shall provide at least one (1) tow truck for each snow emergency, unless otherwise instructed by the officer in charge at the scene. The officer in charge at the scene will decide if more or fewer tow trucks are needed for each snow emergency.
 - (3) It is understood by both parties that in the event of a snow emergency, tow trucks may be tied up handling said emergencies. In this event they will respond as soon as possible. Nothing in this section shall prohibit a motorist or motor vehicle owner from summoning a tow operator of his or her own choosing, except that any Town of Carmel police officer at the scene of an incident requiring towing services shall be responsible for making the final determination as to when towing shall take place and which tow operator shall be called.
- K. All vehicles towed at the request of the Town of Carmel Police Department must be removed to an approved storage facility unless the owner or operator of the vehicle specifically requests that it be towed to another destination. Any Town of Carmel police officer at the scene shall be responsible for making the final determination as to the towing destination.
- L. No vehicle shall be released by the tow operator until the owner or agent of the vehicle produces a release form from the Town of Carmel Police Department. No verbal releases are to be accepted. The Town of Carmel is not responsible for any costs, compensation or damage which a tow operator may suffer by the Town of Carmel agreeing for a vehicle to be released. Vehicles may only be retrieved during the normal working hours of the tow operator.
- M. Up to 20 vehicles towed at the request of the Town of Carmel Police Department must be stored together at the approved storage facility and not scattered throughout the premises.
- N. No tow operator shall dispose, destroy, remove, sell or otherwise transfer any vehicle towed at the request of the Town of Carmel Police Department without first complying with all applicable laws of the State of New York and notifying the Town of Carmel Police Department of its intention to do so, in writing, at least 14 days prior to effectuating the same.

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- O. Upon request by the Town of Carmel Police Department, the tow operator shall store a motor vehicle in an inside building as defined in § 140-2 A (4). Vehicles designated by the police as being suspected of being used in criminal activity shall be stored in a separate space for the exclusive use of the Police Department and shall not be released without the written permission of the Chief of Police, Acting Chief of Police, Lieutenant or Sergeant.
- P. In addition to any requirements set forth elsewhere in this chapter, all approved towing services must provide, in writing, an employment nondiscrimination statement prior to the issuance of said approval and must agree to comply with all state and federal laws and regulations concerning wages, hours and terms of employment.
- Q. Employees of an approved towing service shall in no way be deemed to represent or be employed by this municipality, and all such towing services shall be responsible for the conduct of their employees.
- R. All towing and storage fees shall be disclosed in an appropriate notice on the front or top page of all invoices and receipts. Additionally, adequate public posting of such fees must be made at the storage area, in easy view of the public.

§ 140-11. Fee Schedule

- A. Establishment of a Fee schedule; restrictions.
 - (1) No person shall be liable to any tow operator who tows or stores an automobile which was damaged in an accident and recovered after being reported stolen, for any fees in excess of those fees as listed by the fee schedule, which shall be kept on file with the Chief of Police or his/her designee, as well as by the Town of Carmel Clerk. Said fee shall be established annually by resolution of the Carmel Town Board, which shall change from time to time upon the consideration of any suggestions or recommendations of the Chief of Police according to changes to the prevailing rates for towing. Any changes in the fee schedule are hereby permitted to be done by resolution, which shall be passed by the Town of Carmel Town Board. The fee schedule shall include basic towing service fees, storage fees, and miscellaneous charges.
 - (2) For all towing services other than those defined as basic towing and for all vehicles other than those defined as automobiles, the tow operator shall set reasonable and customary fees for the Town of Carmel area for the towing and storage of such vehicles. The tow operator shall submit annually as part of its application or renewal thereof its fee schedule for the towing and storage of all motor vehicles other than automobiles, which shall be subject to the review and approval of the Town of Carmel Town Board.
 - (3) It shall be the responsibility of the tow operators to comply with all applicable Department of Insurance rules and fee regulations.
 - (4) Ledgers, records, impound releases and bills shall be kept for all vehicles towed and shall be available to the Town of Carmel Police Department upon request. These records will be kept for a period of three (3) years.
- B. No person shall be liable to any tow operator for any other towing or storage services for any fees in excess of the Town of Carmel approved fee schedule.
- C. When basic towing services are rendered for any automobile, there shall be no additional charges other than those provided for in Subsection **A** above, including but not limited to flat bedding, service call, second tow truck/ or winching, cleanup costs and additional labor.

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- D. Tow vehicles transporting multiple vehicles at one time may charge the applicable fee for each vehicle transported.
- E. Prior to hookup or flat bedding of a motor vehicle, the tow operator shall present a copy of its fee schedule to the owner or operator of the vehicle. The fee schedule shall also contain the name, address and telephone number of the tow operator and a statement of the hours when the motor vehicle may be claimed.
- F. Licensees must meet the requirements of all State Laws which pertain to towing services, which are now enacted or may be enacted during the life of this contract.
- G. Every tow truck shall display lettering on both sides of the vehicle that indicates the name or trade name of the towing service, the town/village/city and state in which the tow truck is customarily based, the business telephone number, and their DOT or ICC number. Said lettering shall contrast sharply in color with the background and be a minimum of two (2) inches in height.
- H. Contractors shall possess a tow truck having a manufacturer's G.V.W. of 10,000 lbs., with dual wheels and a four- (4) ton minimum winching capacity. "Tow truck" shall have the same meaning as Section 148-b of the New York State Vehicle and Traffic Law. Each tow truck shall have.
 - (1) In the absence of having a ramp truck (flatbed), "Dolly" wheels (tires with legal tread reading), snatch blocks, chains and nylon straps for towing.
 - (2) Broom, shovel, and a container to place debris into once it has been picked up and such other items or materials as would be needed to fulfill this contract.
 - (3) Each tow truck shall also carry a supply of "Speedy Dry" and/or sand, which the Contractor will place upon fluids at an accident scene, or as otherwise directed. The Contractor shall be responsible for the clean-up and removal of "Speedy Dry" and/or sand at the scene.
- I. Clean up of the accident scene is the responsibility of the tow truck operator. Example, vehicle parts must be picked up and broken glass must be swept and removed from the scene and not just swept to the side of the road.

§ 140-12. Regulations and procedures

The Chief of Police shall promulgate such rules, regulations and procedures, not inconsistent with this chapter, as may be reasonable and necessary to carry out the provisions of this chapter. Copies thereof shall be provided to all licensed tow operators and shall be made available to the public, along with copies of current fee schedules, during normal business hours. Failure to comply with applicable rules, regulations and procedures may be cause for revocation of a tow operator's license.

§ 140-13. Enforcement

The Chief of Police is hereby designated to enforce the provisions of this chapter and any applicable rules and regulations.

SECTION 4: HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

SECTION 5: SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved

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in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 6: EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

ATTENDANCE AT SEMINAR AUTHORIZED - CARMEL SUPERVISOR KENNETH SCHMITT, TOWN COMPTROLLER MARY ANN MAXWELL AND SENIOR ACCOUNT CLERK II, MICHELLE TENEFRANCIA - 3/22/18 - 3/23/18

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Supervisor Kenneth Schmitt, Town Comptroller Mary Ann Maxwell and Senior Account Clerk II, Michelle Tenefrancia to attend the 2018 New York State GFOA Annual Conference in Albany, NY, March 22-23, 2018; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

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

HIGHWAY DEPARTMENT - ADVERTISING FOR BIDS AUTHORIZED - MISCELLANEOUS HIGHWAY DEPARTMENT MATERIALS

RESOLVED that, pursuant to the request of Michael Simone Town of Carmel Highway Superintendent, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the purchase of the following items for fiscal year 2018:

- Crushed Gravel
- Granular Base (Item 4)
- Run of Bank Gravel
- Bituminous Concrete
- Road Oils, Cut Backs, etc.
- Catch Basins & Sumps with Tops
- Tree Felling & Trimming
- Steel Culvert Drainage Pipe
- Aluminum Culvert Drainage Pipe
- Polyethylene Drainage Pipe
- Waste Wood Processing
- Street Sweeping

BE IT FURTHER RESOLVED that the Highway Superintendent is to furnish detailed specifications for the above to the Town Clerk Ann Spofford to be used in conjunction with the Town's general bid conditions and specifications.

(Cont.)

Resolution

Offered by: Councilman Barile
Seconded by: Councilman Lupinacci

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

HIGHWAY DEPARTMENT - PROPOSAL ACCEPTED AND ENTRY INTO RADIO EQUIPMENT RENTAL AGREEMENT AUTHORIZED - GOOSETOWN COMMUNICATIONS - MONTHLY COST OF \$2,120.00 AMENDED 04-05-2023

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby accepts the proposal of Goosetown Communications, Congers, NY and authorizes entry into a rental agreement for radio equipment for Town of Carmel Highway Department vehicles and facilities, for a term not to exceed five years at a monthly cost of \$2,120.00, as contained in the rental agreement 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: Councilman Schneider
Seconded by: Councilman Lupinacci

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



Goosetown Enterprises, Inc. Equipment Rental & Airtime Agreement

This Rental agreement is entered into by Goosetown Enterprises, Inc. (Goosetown) a New York Corporation having its principal office at 58 N. Harrison Ave Congers, NY 10920 and Town of Carmel Highway Department (Renter) a New York Municipality having its principal office at 55 McAlpin Avenue, Mahopac, NY 10541. The agreement is for the following equipment and services as set forth below.

Quantity	Item	Description	Sell	Extended
1	XPR5550-Base	Motorola XPR5550e Base station including installation and digital repeater service. Single Zone	\$ 40.00	\$ 40.00
2	XPR5550-Mob	Motorola XPR5550e Mobile including installation and digital repeater service. Single Zone. Includes VHF Radios for Trucks 1 & 2.	\$ 40.00	\$ 80.00
39	XPR5350-Mob	Motorola XPR5350e Mobile including installation and digital repeater service. Single Zone	\$ 40.00	\$ 1,560.00
8	XPR-7550-Port	Motorola XPR7550e Portable including digital repeater service. Single Zone	\$ 40.00	\$ 320.00
3	Remote	Desktop remote for base station	\$ 40.00	\$ 120.00
			Monthly Total:	\$ 2,120.00

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The rental rate is \$2,120.00 per month, commencing on the first day of the month following the date of installation of the equipment. Either party may cancel this agreement by giving 30 days' written notice of cancellation.

Goosetown will install the equipment within 120 days after the date of this agreement. Goosetown shall not be liable for delays in delivery due to causes beyond its reasonable control including acts of God, acts of the Renter, war, fire, strikes, or delays in transportation between suppliers and Goosetown.

Payments of \$2,120.00 will be made monthly for 60 months, in advance, upon billing by Goosetown for each monthly period for the term of the agreement. All payments are due, for equipment in proper operating condition, whether or not said equipment is in use by Renter. If any rent payment is not received for a period of sixty (60) days or more after becoming due, Renter shall be considered in default of this rental agreement. Goosetown will provide written notice of such default, and may take possession of all rented equipment without further notice. Goosetown's repossession of equipment shall not limit Goosetown's rights under this agreement. Renter will be responsible for any and all physical damage excluding normal wear and tear to the equipment. All equipment covered by this rental agreement will be installed, maintained and repaired exclusively by Goosetown or its designee. Renter agrees to pay full replacement cost for any equipment that is lost, stolen or damaged beyond repair. Replacement costs of equipment are \$700.00 for portable radios and \$700.00 for mobile radios. At the termination of the rental, Goosetown shall remove all of the equipment from the Renter's property. Since the renter is not renting equipment with specific manufacturer's

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serial numbers, Goosetown will mark all rented equipment with Goosetown's mark. The returned equipment must bear Goosetown's original mark and be a serial number in Goosetown's inventory.

- 1) **Term and Termination:** The term of this Agreement will begin on the first of the month following the installation of the radios and will continue unless earlier terminated by either party until such time, if ever, that the FCC revokes any authorizations held by Repeater Network, LLC. Either party may terminate this Agreement at any time for any reason upon 30 days' written notice to the other party or upon verbal notice from the User confirmed in writing by Goosetown MS Initial
- 2) **Service Area:** Renter acknowledges that one hundred percent (100%) coverage of any area at all times is not probable. Experience with actual field conditions and from tests made indicate adverse propagation conditions such as short term meteorological effects and interference from distant stations can interrupt service at times. Renter acknowledges that tests were made prior to selecting the system and that coverage meets expectations. MS Initial
- 3) **Interruption of Service:** Goosetown Enterprises, Inc. its affiliates or agents shall assume no liability under this agreement for failure to provide, or delay in providing service due directly or indirectly to causes beyond the reasonable control of Goosetown including but not limited to, acts of God or governmental entities, acts of renter, war, fire, flooding strikes, unusually severe weather, delays in transportation or public enemy strikes. MS Initial
- 4) **Ownership:** All equipment installed by Goosetown or its agents shall at all times remain property of Goosetown. Renter agrees to insure against all loss and theft of such equipment with a replacement value of \$700 per radio. In the event Renter wishes to cancel service within the first 24 months, all equipment must be returned to Goosetown at the Renter's expense. Any equipment not returned and or deemed lost or stolen will be the Renter's responsibility to repair or replace. It is further agreed to and understood that Goosetown and its designee shall be the only parties authorized to work on equipment listed in this agreement. MS Initial
- 5) **Maintenance:** If the box was checked for standard maintenance (SM) then the Renter will be provided with a standard maintenance contract that includes routine radio repair. Specifically, not included are removals, installations, physical and liquid damage. MS Initial
- 6) **Enhanced Maintenance:** If the box was checked for enhanced maintenance (EM) then the Renter will be provided with the services listed in Item 5 and removals, installations and spares equipment when available. MS Initial
- 7) If Renter fails to pay any amount or other amount herein provided or fails to observe, keep or perform any other provision of this rental agreement required to be observed, kept or performed by Renter or abandons the equipment or is served with process in an action or proceeding in bankruptcy receivership or insolvency; or enters into any arrangement or composition with its creditors; or judgment is obtained against Renter, then in any such event Goosetown and its authorized agents are expressly authorized to enter upon Renters premises and remove said equipment without liability for damage caused by said entry and without prejudice to Goosetown's rights to receive rental amounts hereunder and to Goosetown's remedies upon breach provided herein by law. MS Initial
- 8) **Revisions / Additions / Rates:** Units may be added or subtracted during the term of this agreement so long as such requests are made in writing by the Renter. Changes will be made to the monthly invoice accordingly and will represent the modification of this initial agreement. MS Initial
- 9) **Purchase Option & Insurance:** It is agreed to and understood that there is no purchase option associated with this rental agreement. All equipment listed in this agreement shall at all times be the property of Goosetown. At the request of the Goosetown, Renter shall provide proof of insurance and/or list Goosetown as loss payee for the portable and mobile equipment associated with this lease.

Page 2 of 3

(Cont.)

10) **Entire Agreement:** This document represents the entire understanding of the parties and supersedes all oral discussions and agreements. The laws of the State of New York, County of Rockland, shall govern this document. MS Initial

Renter:

Sign Michael Simone Print: Michael Simone

Title: Highway Superintendent Date: 1/10/18

Goosetown Enterprises, Inc:

Sign _____ Print: _____

Title: _____ Date: 1/1

**HIGHWAY DEPARTMENT - PURCHASE OF EQUIPMENT (TRANSFER CASE)
AUTHORIZED - CAMEROTA TRUCK PARTS - NOT TO EXCEED \$12,500.00**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the purchase of a transfer case for Town of Carmel Highway Department vehicles from Camerota Truck Parts, Enfield, CT at cost not to exceed \$12,500.00, in accordance with the proposal dated January 10, 2018; 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: Councilman Lupinacci

Seconded by: Councilwoman McDonough

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

**RECREATION AND PARKS DEPARTMENT - APPOINTMENTS MADE TO THE
RECREATION AND PARKS ADVISORY COMMITTEE - AUSTIN BUDDY DECKER II,
MICHAEL BERG AND NEAL SULLIVAN**

RESOLVED that the Town Board of the Town of Carmel hereby re-appointed the following individuals to the Town of Carmel Recreation and Parks Advisory Committee for terms commencing retroactive to January 1, 2018 and expiring December 31, 2020.

Austin Buddy Decker II
Michael Berg
Neal Sullivan

Resolution

Offered by: Councilman Barile

Seconded by: Councilman Lupinacci

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

14 FEBRUARY 2018
TOWN BOARD MEETING

RECREATION AND PARKS DEPARTMENT - PURCHASE AND INSTALLATION OF PRE-BUILT OUTBUILDING FOR SYCAMORE PARK AUTHORIZED - BEST IN BACKYARDS - NOT TO EXCEED \$8,273.00

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist, hereby accepts the proposal of Best in Backyards, Elmsford, NY for the purchase and installation of a pre-built outbuilding for Sycamore Park at a cost not to exceed \$8,273.00 in accordance with the proposal dated January 12, 2018 and the memorandum of James R. Gilchrist dated January 22, 2018; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the work items detailed in the referenced proposal may commence, 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: Councilman Schneider

Seconded by: Councilman Lupinacci

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

POLICE DEPARTMENT - JOB CLASSIFICATION OF SENIOR OFFICE ASSISTANT CREATED AND PROBATIONARY APPOINTMENT MADE - MARY ROSE MCNAMARA

RESOLVED that the Town Board of the Town of Carmel hereby creates the job classification/title of Senior Office Assistant in the Town of Carmel Police Department and hereby appoints Mary Rose McNamara to said position, effective immediately at a CSEA Group 2 Step 1 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: Councilwoman McDonough

Seconded by: Councilman Schneider

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

POLICE DEPARTMENT - ENTRY INTO AGREEMENT WITH THE COUNTY OF PUTNAM FOR VIDEO SURVEILLANCE SYSTEM UPGRADE AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into an agreement with the County of Putnam, and Putnam County District Attorney, Robert Tendy, for the upgrade of the Town of Carmel's current video surveillance system and the funding of such upgrades, said agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Chief of Police Michael Cazzari is hereby authorized to sign said agreement on behalf of the Town of Carmel.

(Cont.)

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

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

POLICE DEPARTMENT - PROPOSAL ACCEPTED FOR INSTALLATION OF PLATE-SPECIFIC CAMERAS - COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC. - NOT TO EXCEED \$40,542.00

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Michael Cazzari, hereby accepts the proposal of Commercial Instruments & Alarm Systems, Inc., Fishkill, NY and authorizes entry into an agreement the purchase and installation of four (4) plate-smart cameras, data servers, support, as well as related equipment, said agreement in form as filed in the Office of the Chief of Police and Town Supervisor at a cost not to exceed \$40,542.00; and

BE IT FURTHER RESOLVED that Chief of Police Michael Cazzari is hereby authorized to sign said agreement on behalf of the Town of Carmel.

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: Councilman Barile
Seconded by: Councilman Lupinacci and Councilman Schneider

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

ANDREW W. NEGRO
First Deputy County Attorney

ADRIENNE M. LOTTO
*Senior Deputy County Attorney
For Risk and Compliance*

SHANNON S. BRADY
Senior Deputy County Attorney



JENNIFER S. BUMGARNER
County Attorney

WS 1/24/18
ANNA M. DIAZ
Deputy County Attorney

GLORIA R. TRESSLER
Deputy County Attorney

JOHN P. O'CONNOR
Safety Officer

DEPARTMENT OF LAW

LETTER AGREEMENT

December ____, 2017

Town of Carmel Police Department
60 McAlpin Avenue
Mahopac, New York 10541

RE: Video Surveillance System Upgrade

14 FEBRUARY 2018
TOWN BOARD MEETING

(Cont.)

To Whom It May Concern:

This letter confirms that the following agreement has been reached between the TOWN OF CARMEL POLICE DEPARTMENT (hereinafter "CPD") and the COUNTY OF PUTNAM, acting by and through the Putnam County District Attorney' Office (hereinafter "COUNTY").

1. The COUNTY agrees to assist CPD in their efforts to upgrade their video surveillance system by providing them with TWENTY THOUSAND (\$20,000.00) DOLLARS from Asset Forfeiture-Partnership Initiative (Budget Line 1000 1000 54936).
2. CPD agrees to use the funds provided by the COUNTY to assist in the purchase of, four (4) high-resolution license plate specific cameras; two (2) overview cameras; wireless links to the supporting recording/processing equipment; two (2) data servers and installation, as more fully described in the attached Schedule "A".
3. CPD agrees to use said funds for the purpose described in paragraph "2" on or before August 1, 2018. Failure to use the funds by August 1, 2018, will result in CPD having to return said funds to the COUNTY.

Please signify your concurrence with the provisions of this Letter of Agreement by signing on the line indicated below and return two (2) original copies of the Letter of Agreement to Mr. Robert Tendy, Putnam County District Attorney. A fully executed copy will be forwarded to you upon completion.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903*

**This office will not accept service via facsimile*

TOWN OF CARMEL POLICE DEPARTMENT hereby concurs with the provisions of this Letter of Agreement and agrees to abide by the terms and conditions contained herein.

Date: _____

TOWN OF CARMEL POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Print Name and Title

APPROVED AS TO FORM:

PUTNAM COUNTY:

Jennifer S. Bumgarner Date
Putnam County Attorney

MaryEllen Odell Date
County Executive

Robert Tendy Date
Putnam County District Attorney

Deputy Supervisor McDonough explained that Putnam County District Attorney Robert Tendy will be providing \$20,000.00 towards the purchase and installation of the equipment, with the remaining balance obtained from the Carmel Police Department budget.

JUSTICE COURT - APPOINTMENT OF CLERK TO TOWN JUSTICE JOSEPH J. SPOFFORD, JR. ACKNOWLEDGED - LISA LAQUIDARA

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Justice Joseph J. Spofford, Jr. of Lisa Laquidara as Clerk to Town Justice in the Town of Carmel Justice Court, such appointment to be at an annual salary of \$64,000 retroactive to January 1, 2018.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

JUSTICE COURT - APPOINTMENT OF CLERK TO TOWN JUSTICE THOMAS JACOBELLIS ACKNOWLEDGED - MARIE PAPROCKI

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Justice Thomas Jacobellis of Marie Paprocki as Clerk to Town Justice in the Town of Carmel Justice Court, such appointment to be at an annual salary of \$62,000 retroactive to January 1, 2018.

Resolution

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

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

Deputy Supervisor McDonough expressed congratulatory best wishes.

PARK FACILITIES AND TOWN HALL - LANDSCAPING AND GRASS-CUTTING SERVICES - BIDS REJECTED AND RE-ADVERTISING FOR BIDS AUTHORIZED

RESOLVED that, pursuant to the request of Director of Recreation and Parks, James Gilchrist, the Town Board of the Town of Carmel hereby rejects all bids previously received for landscaping and grass-cutting services for the Town of Carmel Park facilities and Carmel Town Hall for 2018 and hereby authorizes Town Clerk Ann Spofford to re-advertise for bids for landscaping and grass cutting services.

BE IT FURTHER RESOLVED that Director of Recreation and Parks, James Gilchrist, is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Schneider

14 FEBRUARY 2018
TOWN BOARD MEETING

(Cont.)

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

PLANNING BOARD APPOINTMENT MADE - ANTHONY GIANNICO - 1/1/18 THROUGH 12/31/24

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anthony Giannico to the Town of Carmel Planning Board for a term commencing, January 1, 2018 and expiring December 31, 2024.

Resolution

Offered by: Councilman Barile
Seconded by: Councilman Lupinacci

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

ATTENDANCE AT SEMINAR AUTHORIZED - TOWN ENGINEER RICHARD FRANZETTI, PE - 2/6/18

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Engineer, Richard Franzetti, PE to attend the NYWEA Conference, Offered by the New York Water Environment Association that was held on February 6th, 2018 at the Marriott Marquis, in New York City, NY; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

ATTENDANCE AT SEMINARS AUTHORIZED - TOWN FIRE INSPECTOR, JOSEPH WILICHOSKI - 1/22/18, 1/23/18 AND 1/24/18, AS WELL AS 2/27/18, 2/28/18 AND 3/1/18

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Fire Inspector, Joseph Wilichoski to attend the Building and Codes Certification Classes (9E16-0817) that were held on January 22, 23 and 24, 2018, at the Latham Fire Department, Latham, NY and Building and Codes Certification Classes (9F16-0815) to be held on February 27, 28 and March 1, 2018 at the Latham Fire Department, Latham, NY; and

14 FEBRUARY 2018
TOWN BOARD MEETING

(Cont.)

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

PUBLIC COMMENTS - AGENDA ITEMS

Jean Hopper inquired about the radio equipment rental agreement for the Highway Department vehicles and facilities.

Highway Superintendent Michael Simone responded that the radio equipment will be leased at a monthly cost of \$2,120.00 and he noted that the cost has decreased substantially.

Ms. Hopper asked what it would cost to purchase the equipment.

Councilman Schneider estimated that the cost would run in the six figures. He explained that leasing the equipment provides for the cost of any repairs and assures that the Highway Department always has the latest technology available. Discussion ensued.

Frank Chianca commented on behalf of the Hamlet of Carmel Civic Association, that going forward with the next phase of the Carmel Water District #2 improvements, that the Town Board hold more than one Public Hearing in connection with the matter. He suggested that the Civic Association could host a meeting in the hamlet of Carmel. Mr. Chianca expressed support for moving the water district improvements forward as quickly and as cost effectively as possible. He then questioned why there would be two reports in connection with the project.

Councilman Schneider explained that experts in the water treatment industry concur that the studies for the distribution system and the plant should be separate because the projects involve different specialized vendors. A discussion followed.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

PUBLIC COMMENTS - OPEN FORUM

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

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

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

ADJOURNMENT

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Lupinacci, with all Town Board members present in agreement, the meeting was adjourned at 10:00 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk

“Attachment A”

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.

**Secondary Drinking Water Standards: Guidance for Nuisance Chemicals****On this page:**

- [What are Secondary Standards?](#)
- [Why Set Secondary Standards?](#)
- [What Problems are Caused by these Contaminants?](#)
- [Table of Secondary Drinking Water Standards](#)
- [How Can these Problems be Corrected?](#)
- [What Can You Do?](#)

What are Secondary Standards?

EPA has established National Primary Drinking Water Regulations (NPDWRs (National Primary Drinking Water Regulations)) that set mandatory water quality standards for drinking water contaminants. These are enforceable standards called "maximum contaminant levels" (MCLs) which are established to protect the public against consumption of drinking water contaminants that present a risk to human health. An MCL (Maximum Contaminant Level) is the maximum allowable amount of a contaminant in drinking water which is delivered to the consumer.

In addition, EPA has established National Secondary Drinking Water Regulations (NSDWRs) (National Secondary Drinking Water Regulations) that set non-mandatory water quality standards for 15 contaminants. EPA does not enforce these "secondary maximum contaminant levels" (SMCLs). (Secondary Maximum Contaminant Levels) They are established as guidelines to assist public water systems in managing their drinking water for aesthetic considerations, such as taste, color, and odor. These contaminants are not considered to present a risk to human health at the SMCL (Secondary Maximum Contaminant Level).

<https://www.epa.gov/standards/regulations/secondary-drinking-water-standards-guidance- nuisance-chemicals#what-problems>

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While SMCLs are not federally enforceable, EPA requires a special notice for exceedance of the fluoride SMCL of 2.0 mg/L. Community water systems that exceed the fluoride SMCL of 2 mg/L, but do not exceed the MCL of 4.0 mg/L for fluoride, must provide public notice to persons served no later than 12 months from the day the water system learns of the exceedance (40 CFR 141.208).

Why Set Secondary Standards?

These contaminants are not health threatening at the SMCL. P (Secondary Maximum Contaminant Level) public water systems only need to test for them on a voluntary basis. Then why it is necessary to set secondary standards?

(Cont.)

EPA believes that if these contaminants are present in your water at levels above these standards, the contaminants may cause the water to appear cloudy or colored, or to taste or smell bad. This may cause a great number of people to stop using water from their public water system even though the water is actually safe to drink.

Secondary standards are set to give public water systems some guidance on removing these chemicals to levels that are below what most people will find to be noticeable.

What Problems are Caused by these Contaminants?

There are a wide variety of problems related to secondary contaminants.

These problems can be grouped into three categories:

- Aesthetic effects — undesirable tastes or odors;
- Cosmetic effects — effects which do not damage the body but are still undesirable
- Technical effects — damage to water equipment or reduced effectiveness of treatment for other contaminants

The SMCLs (Secondary Maximum Contaminant Level) related to each of these effects are shown in the [table below](#).

Aesthetic effects

<https://www.epa.gov/dwstandards/regulations/secondary-drinking-water-standards-guidance- nuisance-chemicals#what-problems>

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Odor and taste are useful indicators of water quality even though odor-free water is not necessarily safe to drink. Odor is also an indicator of the effectiveness of different kinds of treatment. However, present methods of measuring taste and odor are still fairly subjective and the task of identifying an unacceptable level for each chemical in different waters requires more study. Also, some contaminant odors are noticeable even when present in extremely small amounts. It is usually very expensive and often impossible to identify, much less remove, the odor-producing substance.

- Standards related to odor and taste: Chloride, Copper, Foaming Agents, Iron, Manganese pH, Sulfate, Threshold Odor Number (TON (Threshold Odor Number)), Total Dissolved Solids, Zinc

Color may be indicative of dissolved organic material, inadequate treatment, high disinfectant demand, and the potential for the production of excess amounts of disinfectant by-products. Inorganic contaminants such as metals are also common causes of color. In general, the point of consumer complaint is variable over a range from five to 30 color units. Most people find color objectionable over 15 color units. Rapid changes in color levels may provoke more citizen complaints than a relatively high, constant color level.

(Cont.)

- Standards related to color: Aluminum, Color, Copper, Iron, Manganese, Total Dissolved Solids.

Foaming is usually caused by detergents and similar substances when water has been agitated or aerated as in many faucets. An off-taste described as oily, fishy, or perfume-like is commonly associated with foaming. However, these tastes and odors may be due to the breakdown of waste products rather than the detergents themselves.

- Standards related to foaming: Foaming Agents

Cosmetic effects

Skin discoloration is a cosmetic effect related to silver ingestion. This effect, called argyria, does not impair body function. It has never been found to be caused by drinking water in the United States. A standard has been set, however, because silver is used as an antibacterial agent in many home water treatment devices and so presents a potential problem which deserves attention.

- Standard related to this effect: Silver

Tooth discoloration and/or pitting is caused by excess fluoride exposures during the formative period prior to eruption of the teeth in children. The secondary standard of 2.0 mg/L (Milligrams per Liter) is intended as a guideline for an upper boundary level in areas which have high levels of naturally occurring fluoride. The level of the SMCL (Maximum Contaminant Level) was set based upon a balancing of the beneficial effects of protection from tooth decay and the undesirable effects of excessive exposures leading to discoloration. Information about the Centers for Disease Control's (CDC) recommendations regarding optimal fluoridation levels and the beneficial effects for protection from tooth decay can be found on CDC's [Community Water Fluoridation](#) page.

- Standard related to this effect: Fluoride

Technical effects

Corrosivity, and staining related to corrosion, not only affect the aesthetic quality of water, but may also have significant economic implications. Other effects of corrosive water, such as the corrosion of iron and copper, may stain household fixtures and impart objectionable metallic taste and red or blue-green color to the water supply. Corrosion of distribution system pipes can reduce water flow.

6 MONTHS AGO
- ALTERNATIVES
- ENHANCE

- Standards related to corrosion and staining: Chloride, Copper, Corrosivity, Iron, Manganese, pH, Total Dissolved Solids, Zinc

Scaling and sedimentation are other processes which have economic impacts. Scale is a mineral deposit which builds up on the insides of hot water pipes, boilers, and heat exchangers, restricting or even blocking water flow. Sediments are loose deposits in the distribution system or home plumbing.

- Standards related to scale and sediments: Iron, pH, Total Dissolved Solids, Aluminum

(Cont.)

Table of Secondary Standards

Contaminant	Secondary MCL (Maximum)	Noticeable Effects above the Secondary MCL (Maximum Contaminant Level) (Maximum Contaminant Level)
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<https://www.epa.gov/dwstandardsregulations/secondary-drinking-water-standards-guidance- nuisance-chemicals#what-problems>

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	Contaminant Level)	
Aluminum	0.05 to 0.2 mg/L (Milligrams per Liter)* (Milligrams per Liter)	colored water
Chloride	250 mg/L (Milligrams per Liter)	salty taste
Color	15 color units	visible tint
Copper	1.0 mg/L (Milligrams per Liter)	metallic taste; blue-green staining
Corrosivity	Non-corrosive	metallic taste; corroded pipes/ fixtures staining
Fluoride	2.0 mg/L (Milligrams per Liter)	tooth discoloration
Foaming agents	0.5 mg/L (Milligrams per Liter)	frothy, cloudy; bitter taste; odor
Iron	0.3 mg/L (Milligrams per Liter)	rusty color; sediment; metallic taste; reddish or orange staining
Manganese	0.05 mg/L (Milligrams per	black to brown color; black

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(Cont.)

Manganese	Liter)	staining; bitter metallic taste
Odor	3 TON (threshold odor number)	"rotten-egg", musty or chemical smell
pH	6.5 - 8.5	low pH: bitter metallic taste; corrosion high pH: slippery feel; soda taste; deposits
Silver	0.1 mg/L (Milligrams per Liter)	skin discoloration; graying of the white part of the eye
Sulfate	250 mg/L (Milligrams per Liter)	salty taste
Total Dissolved Solids (TDS (Total Dissolved Solids))	500 mg/L (Milligrams per Liter)	hardness; deposits; colored water; staining; salty taste
Zinc	5 mg/L (Milligrams per Liter)	metallic taste

*mg/L (Milligrams per Liter) is milligrams of substance per liter of water.

How Can these Problems be Corrected?

Although state health agencies and public water systems often decide to monitor and treat their supplies for secondary contaminants, federal regulations do not require them to do this. Where secondary contaminants are a problem, the types

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of removal technologies discussed below are corrective actions which the water supplier can take. They are usually effective depending upon the overall nature of the water supply.

Corrosion control is perhaps the single most cost-effective method a system can use to treat for iron, copper, and zinc due to the significant benefits in:

- Reduction of contaminants at the consumer's tap
- Cost savings due to extending the useful life of water mains and service lines
- Energy savings from transporting water more easily through smoother, uncorroded pipes
- Reduced water losses through leaking or broken mains or other plumbing

(Cont.)

This treatment is used to control the acidity, alkalinity, or other water qualities which affect pipes and equipment used to transport water. By controlling these factors, the public water system can reduce the leaching of metals such as copper, iron, and zinc from pipes or fixtures, as well as the color and taste associated with these contaminants. It should be noted that corrosion control is not used to remove metals from contaminated source waters.

Conventional treatments will remove a variety of secondary contaminants. Coagulation (or flocculation) and filtration removes metals like iron, manganese and zinc. Aeration removes odors, iron, and manganese. Granular activated carbon will remove most of the contaminants which cause odors, color, and foaming.

Non-conventional treatments like distillation, reverse osmosis, and electro dialysis are effective for removal of chloride, total dissolved solids, and other inorganic substances. However, these are fairly expensive technologies and may be impractical for smaller systems.

Non-treatment options include blending water from the principal source with uncontaminated water from an alternative source.

What Can You Do?

If you are concerned about the presence of secondary contaminants in your drinking water supply, here are a few suggestions:

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- **First**, identify your local public water system. If you pay a water bill, the name, address, and telephone number of your supplier should be on the bill. If you do not pay a water bill, then contact your landlord, building manager, or the local health department — they should know.
- **Second**, contact your local public water system. Inquire about your supplier's monitoring for secondary contaminants. Ask for the list of secondary contaminants which are being monitored in your water supply. Does the water being delivered to the public meet these SMCLs (Secondary Maximum Contaminant Levels)? If you have not yet received notice from your supplier, ask how you can get a copy of the monitoring results.
- **Third**, if you receive a public notice from your local public water system regarding other drinking water standards — **read it carefully** — and follow any instructions closely. If you have questions or concerns, contact the person from the water system who is indicated in the notice. If that person is unavailable, contact either the state drinking water program or your local health department.
- **Fourth**, contact your state drinking water program if your water supplier is unable to provide the information you need. Ask if your water supplier is consistently in compliance with *both* primary and secondary drinking water regulations. Request a copy of monitoring results that were submitted to the state by your supplier. Your state drinking water program is usually located in the state capital (or another major city) and is often part of the department of health or environmental regulation. Consult the blue "government pages" of your local phone book for the proper address and phone number or call the Safe Drinking Water Hotline at [1-800-426-4791](tel:1-800-426-4791).

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- **Fifth**, support rate increases for your local water supplier, where necessary, to upgrade your supplier's treatment facilities to meet drinking water standards.
- **Finally**, if you have a private well and you think that the well may be near a source of contamination or may have been contaminated—**have your water tested by a certified laboratory**. A list of certified labs is available from your state's laboratory certification officer. A list of the certification officers can be obtained from the calling the Safe Drinking Water Hotline.

For more information

For more information on secondary contaminants contact the Safe Drinking Water Hotline at [1-800-426-4791](tel:1-800-426-4791). Ask:

- For a list of the primary and secondary contaminants

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- About monitoring requirements for these contaminants
- For a list of the health advisories available for these contaminants

LAST UPDATED ON MARCH 8, 2017

14 FEBRUARY 2018
TOWN BOARD MEETING

"Attachment B"



Barbara Trivlis
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February 7, 2018

RE: Water District 2

Via Email

Dear Carmel Town Board Member,

As a Realtor in the Northern Westchester/Putnam area, I find that many of our home buyers are coming from New York City. They are used to municipal water and are hesitant on purchasing a home with well water. For this reason, homes that are on municipal water are considered more desirable because it is assumed that the municipality will give them potable water. However, if a potential buyer sees their potable water (according to the EPA) is not the clear, odorless, and tasteless water they assume but brownish and metallic tasting as Water District 2, they will run, not walk, away from that purchase. The ramifications of the excessive iron in Water District 2's water is more complicated than just appearance and taste, it can affect the pipes within the house, water fixtures, toilets, boilers, hot water heaters, and anything else touched by the excessive iron content. It is my understanding that these ramifications could have the potential to shorten the life of these items with substantial cost to the buyer or homeowner. The homeowner can install water treatment equipment, but that would cost in the thousands \$\$\$\$. But the irony (pardon the pun) of this is that the homeowner is PAYING for this water.

Homeowner's house value is lessened due to water situation, or may lose a large majority of potential buyers who do not want to deal with water problem. A buyer who takes on the problem might be taking on more serious problems with their plumbing just waiting to happen.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Trivlis".

Barbara Trivlis
RE/MAX Classic Realty

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