

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Michael Cazzari on the 20th day of March 2024 at 7:03 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Kearns, Councilwoman McDonough, Councilman Lombardi and Supervisor Cazzari.

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

PUBLIC COMMENTS

Mr. Gonzalez and two residents of Prince Lane in Mahopac inquired about the possibility of having their road paved. They stated that this is a town road and they would like to have it paved.

Town Attorney Greg Folchetti stated that he has had discussions with Mr. Gonzalez and that a petition has been signed to form a highway improvement district. The Engineering Department has created an estimate for the improvements of this road. Town Attorney Greg Folchetti said that he is going to work with the Highway Superintendent on the estimate. This item will be put on the work session for April 10th so that the petition can be reviewed and a course of action can be planned.

Frank Ciano, resident of Carmel, commented that the town received some funding for the Swan Cove project. He inquired if the town has an estimate for the costs for this project. He also inquired about the hours residents can utilize the town parks, specifically Chamber Park.

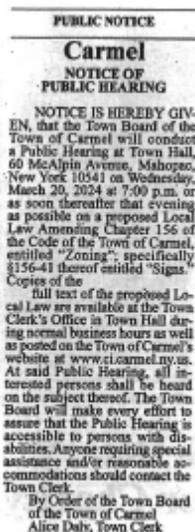
Supervisor Cazzari confirmed that the hours for the town parks are dawn to dusk which are posted on the signs at the parks.

Charlie Melchner, Carmel resident, congratulated the Town Board on receiving a bond for the park. He asked if there were any additional meetings regarding zoning and he said that he would love to be a part of the discussions.

PUBLIC HEARING HELD – PROPOSED LOCAL LAW AMENDING CHAPTER 156 OF THE TOWN CODE OF THE TOWN OF CARMEL ENTITLED “ZONING”, SPECIFICALLY §156-41 THEREOF ENTITLED “SIGNS”

Supervisor Cazzari stated that this proposed local law is a zoning change which includes restrictions to flashing lights and multiple signs. This is part of the beautification of the town and to try and make it more uniform.

Supervisor Cazzari asked the Town Clerk to read the following Notice of Public Hearing as published in the Town’s official newspapers. Copies of the notice and full context of the proposed local law were made available to the public.



20 MARCH 2024
TOWN BOARD MEETING

(Cont.)

On motion by Councilman Kearns and Councilman Lombardi, seconded by Councilwoman McDonough, with all Town Board Members present in agreement, Supervisor Cazzari opened the Public Hearing for public comment at 7:12 p.m. Nineteen (19) people were in attendance.

Frank Ciano, Carmel resident asked if this proposed local law is for restricting the neon lights throughout the town.

Supervisor Cazzari stated that the proposed local law limits the percentage of window space that can have neon signs as well as multiple signs.

Michael Lugo, Mahopac resident and business owner, wanted to confirm that 25% of a window can be illuminated and also asked if a strip of lights around a window is permitted. Discussion ensued.

Members of the Town Board suggested to Mr. Lugo that he contact Michael Carnazza, the Building Inspector/Director of Code Enforcement for clarification.

On motion by Councilman Lombardi, seconded by Councilwoman McDonough and Councilman Kearns, with all members of the Town Board present in agreement, the Public Hearing was closed at 7:15 p.m.

SEQR DETERMINATION MADE IN REGARD TO THE PROPOSED LOCAL LAW # OF 2024 AMENDING CHAPTER 156 OF TOWN CODE OF THE TOWN OF CARMEL ENTITLED "ZONING" – TYPE II ACTION

RESOLVED that the Town Board of the Town of Carmel hereby determines that local law # of 2024 amending Chapter 156 of the Carmel Town Code entitled "Zoning" is a Type II action under SEQR pursuant to 6NYCRR §617.5(c), and no further review is necessary.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Kearns

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

LOCAL LAW # 2 OF THE YEAR 2024 – A LOCAL LAW AMENDING CHAPTER 156 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED "ZONING", SPECIFICALLY §156-41 THEREOF ENTITLED "SIGNS" – ADOPTED AS NOTICED AND PUBLISHED

**TOWN OF CARMEL
PROPOSED LOCAL LAW # 2 OF 2024
A LOCAL LAW AMENDING CHAPTER 156 OF
THE TOWN CODE OF THE TOWN OF CARMEL ENTITLED "ZONING"**

Be it enacted by the Town Board of the Town of Carmel, Putnam County, State of New York as follows:

SECTION 1: PURPOSE

The purpose of this local law is to amend Chapter 156 of the Town Code of the

(Cont.)

Town of Carmel entitled “Zoning” and specifically §156-41 thereof entitled “Signs.”

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: AMENDMENT OF CHAPTER 156

§156-41 of the Town of Carmel Town Code entitled “Signs” is hereby amended as follows:

§156-41(A)(4)(d) is hereby amended/revised to read as follows:

(d) All Unshielded and bare incandescent light sources or any LED string lights where the bulb or diode is visible from any public space or right-of-way unless placed in a window in conformity with § 156-41(A)(5)(h)(1), (2), and (3) herein.

(§156-41(A)(4)(e) unchanged).

§156-41(A)(4) is hereby amended by the addition of the following subsections (f), (g) & (h):

(f) Signs that revolve or otherwise move or which utilize flashing or blinking lights or multiple illuminating units which operate alternately.

(g) Signs that cause direct glare into or upon a dwelling or other structure where persons live, are employed or conduct other activity where such glare would constitute a sustained nuisance.

(h) All Unshielded and bare incandescent light sources or any LED string lights where the bulb is visible from any public space or right-of-way.

§156-41(A)(5) is amended by the addition of the subsection (h):

(h) Window signs provided:

(1) One window sign is permitted per building or per tenant.

(2) In addition to a window sign, up to two (2) neon or LED signs may be permitted in the C and CBP districts only. The total sign area of the two neon/LED signs shall not exceed 5% OF THE GLAZING AREA OR FIVE (5) square feet, WHICHEVER IS SMALLER, and no individual neon/LED sign shall exceed FOUR (4) square feet. Neon, string and/or LED signs shall not outline the shape or form of any window to which it is attached.

(3) All signs within a window – permanent, neon, LED, and/or temporary – COMBINED AREA shall not exceed TWENTY FIVE PERCENT (25%) of the total area of the window in which the signs are located.

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.

(Cont.)

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 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 and the provisions hereof which incorporate amendments to §156-41 shall be deemed enforceable as of May 15, 2024.

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

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

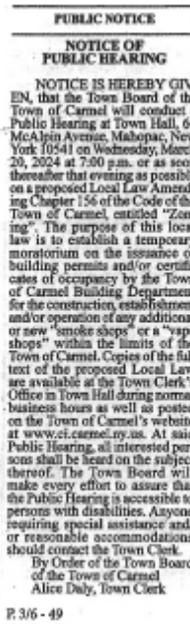
PUBLIC HEARING HELD – PROPOSED LOCAL LAW ESTABLISHING A MORATORIUM IN REGARD TO THE ISSUANCE OF PERMITS FOR “SMOKE SHOPS” AND “VAPE SHOPS” IN THE TOWN OF CARMEL UNDER CHAPTER 156 OF THE TOWN CODE OF THE TOWN OF CARMEL

Supervisor Cazzari explained that this proposed local law is extending the moratorium on “smoke shops” and “vape shops” because there will be one more meeting regarding the Town’s Master Plan. After that meeting, they hope to have the draft. After the draft is reviewed, then the zoning changes and the Master Plan should be adopted. This Master Plan will address “smoke shops” and “vape shops”.

With no one in objection, reading of the following Notice of Public Hearing as published in the Town’s official newspapers was waived. Copies of the notice and full text of the proposed local law were made available to the public.

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TOWN BOARD MEETING

(Cont.)



On motion by Councilman Lombardi, seconded by Councilman Kearns, with all Town Board Members present in agreement, Supervisor Cazzari opened the Public Hearing for public comment at 7:18 p.m. Twenty (20) people were in attendance.

Frank Ciano, Carmel resident questioned if this proposed local law will restrict additional new "smoke shops" and "vape shops" in the Town of Carmel. He also asked what would happen if a "smoke shop" were sold.

Supervisor Cazzari and Councilman Lombardi clarified that the proposed local law states that no new building permits will be issued for "smoke shops" and "vape shops" until the moratorium ends on September 15th.

On motion by Councilman Lombardi, seconded by Councilman Kearns, with all members of the Town Board present in agreement, Supervisor Cazzari closed the Public Hearing at 7:19 p.m.

SEQR DETERMINATION MADE IN REGARD TO PROPOSED LOCAL LAW # ___ Of 2024 AMENDING CHAPTER 156 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED "ZONING" – TYPE II ACTION

RESOLVED that the Town Board of the Town of Carmel hereby determines that local law #___ of 2024 amending Chapter 156 of the Carmel Town Code entitled "Zoning" is a Type II action under SEQR pursuant to 6NYCRR §617.5(c), and no further review is necessary.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Lombardi

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

LOCAL LAW #3 OF THE YEAR 2024 – A LOCAL LAW ESTABLISHING A MORATORIUM IN REGARD TO THE ISSUANCE OF PERMITS FOR "SMOKE SHOPS" AND "VAPE SHOPS" IN THE TOWN OF CARMEL UNDER CHAPTER 156 OF THE TOWN CODE OF THE TOWN OF CARMEL – ADOPTED AS NOTICED AND PUBLISHED

(Cont.)

TOWN OF CARMEL
PROPOSED LOCAL LAW # 3 OF 2024
A LOCAL LAW ESTABLISHING A MORATORIUM IN REGARD TO THE
ISSUANCE OF PERMITS FOR “SMOKE SHOPS” AND “VAPE SHOPS” IN
THE TOWN OF CARMEL UNDER CHAPTER 156 OF THE TOWN CODE OF
THE TOWN OF CARMEL

Be it enacted by the Town Board of the Town of Carmel, Putnam County, State of New York as follows:

SECTION 1: PURPOSE

The purpose of this local law is to establish a temporary moratorium on the issuance of building permits and/or certificates of occupancy by the Town of Carmel Building Department for the construction, establishment and/or operation of any additional or new “smoke shops” or “vape shops” within the limits of the Town of Carmel.

SECTION 2: LEGISLATIVE FINDINGS

The Town Board of the Town of Carmel has received numerous complaints regarding the operation of “smoke shops” and “vape shops” as defined herein, specifically concerning their detrimental effects on the health, safety, welfare and quality of life of the residents and citizens of the Town of Carmel. The Town Board has decided to review the current Zoning Chapter of the Town Code and consider the potential regulation of such “smoke shops” and “vape shops”. In order to allow the Town Board time to complete its review, draft proposed new legislation and enact any such legislation for these types of establishments, the Town Board deems it in the best interest of the general health, safety and welfare of the residents of the Town of Carmel to impose a moratorium on the issuance of any further building permits and/or certificates of occupancy by the Town of Carmel Building Department for the construction, establishment and/or operation of any additional or new “smoke shops” or “vape shops” within the limits of the Town of Carmel which are not currently in existence or operation.

SECTION 3: MORATORIUM

Chapter 156 of the Town Code of the Town of Carmel is hereby amended by the amendment/addition of subparagraph/section 156-39.6. which shall read as follows:

Notwithstanding the foregoing, no building permits and/or certificates of occupancy permitting the construction, establishment and/or operation of any additional or new “smoke shops” or “vape shops” which are not currently in existence or operation at the time of the enactment of this law shall be issued by the Town of Carmel Building Department as a permitted retail use or other use within any zone within the Town of Carmel, from the effective date of this Local Law through and including September 15, 2024. For purposes of this section “smoke shop” or “vape shop” shall mean any business, facility or establishment with its main, primary or specialized purpose being the on-premises use and/or retail sale of tobacco and tobacco-related products, smoking equipment and/or electronic cigarette products and related products and paraphernalia.

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.

(Cont.)

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 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.

Offered by: Councilman Lombardi
Seconded by: Councilman Kearns

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

MINUTES OF TOWN BOARD MEETING HELD ON 2/21/2024 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members of the Town Board present and voting "aye", the minutes of the Town Board meeting held on February 21st, 2024 were accepted as submitted by the Town Clerk.

BUDGET MODIFICATIONS – BUDGET REVISIONS SCHEDULE #2024/01 AUTHORIZED

WHEREAS Town Comptroller Mary Ann Maxwell has reviewed the proposed Budget Modifications for the period ending February 29, 2024 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule #2024/01;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Budget Modifications/Revisions for the period ending February 29, 2024, as shown itemized on the schedule #2024/01, which is attached hereto, incorporated herein and made a part hereof.

Resolution
Offered by: Councilman Kearns
Seconded by: Councilman Lombardi

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

20 MARCH 2024
TOWN BOARD MEETING

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TOWN OF CARMEL
BUDGET REVISIONS JANUARY - FEBRUARY 2024
#2024/01

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND					
1	100.1930.0040	CERTIORARI SETTLEMENTS		6,000.00	
	100.1989.9876	RESERVE FOR CERTIORARI SETTLEMENTS	*	6,000.00	
		- PROVIDE FOR CERTIORARI SETTLEMENTS			
2	100.3120.0012	POLICE STAFF OVERTIME		7,200.00	
	100.1989.3089	STATE AID CRIMINAL JUSTICE	*	7,200.00	
		- PROVIDE FOR POLICE OVERTIME DUE TO COURT COVERAGE FROM DISCOVERY GRANT			
3	100.3120.0024	POLICE ACCIDENT REPAIRS		1,717.60	
	100.1989.2681	INSURANCE RECOVERY - ASSET	*	1,717.60	
		- PROVIDE FOR POLICE VEHICLE REPAIRS FROM INSURANCE CLAIM			
4	100.3120.0027	POLICE OTHER EQUIPMENT		2,195.00	
	100.1989.2701	REFUND PRIOR YEARS EXPENSE	*	2,195.00	
		- PROVIDE FOR REFUND FOR RETURNED POLICE EQUIPMENT			
5	100.3120.0029	SPEC EQUIPMENT GRANTS- SEIZED ASSETS		3,924.00	
	100.1989.3089	STATE AID CRIMINAL JUSTICE	*	3,924.00	
		- PROVIDE FOR POLICE INTERVIEW ROOM RECORDING SYSTEM FROM DISCOVERY GRANT			
6	100.1010.0042	TOWN BOARD EXPENSE - R.K.		100.00	
	100.1620.0048	BUILDING CLEANING SERVICES		2,400.00	
	100.1920.0040	MUNICIPAL ASSN DUES		200.00	
	100.1010.0046	TOWN BOARD CONSULTING SERVICES			300.00
	100.1620.0045	BUILDING GROUNDS SPEC IMPROVEMENT			2,400.00
		- TRANSFER FOR MISCELLANEOUS EXPS IN THE GENERAL FUND			
7	100.1440.0046	ENGINEERING CONSULTANT EXPENSE		84,000.00	
	100.1440.0011	ENGINEERING STAFF EXPENSE			84,000.00
		- TRANSFER FOR 2024 ENGINEERING CONSULTANT EXPENSE			
8	100.5010.0011	HIGHWAY ADMIN STAFF EXPENSE		10,000.00	
	100.5010.0080	HIGHWAY ADMIN BENEFIT EXPENSE		50,000.00	
	100.1610.0011	CENTRAL SERVICES STAFF EXPENSE			20,000.00
	100.9902.0099	HIGHWAY FUND ANNUAL TRANSFER			40,000.00
		- TRANSFER FOR HIGHWAY ADMIN SALARY/BENEFIT EXP			
9	100.1620.0045	BUILDING GROUNDS IMPROVEMENT		14,000.00	
	100.1680.0020	INFO TECH EQUIPMENT		118,000.00	
	100.1680.0021	DATA IMAGING EQUIPMENT		105,000.00	
	100.1990.0040	CONTINGENCY - SOFTWARE CONVERSION		73,376.00	
	100.1990.0040	CONTINGENCY - MASTER PLAN/TOWN CODE		25,600.00	
	100.1990.0040	CONTINGENCY - SWAN COVE		325,000.00	
	100.3120.0021	POLICE MOTOR VEHICLES		55,000.00	
	100.3120.0027	POLICE OTHER EQUIPMENT		30,000.00	
	100.3120.0046	POLICE RENTALS/LEASES		70,000.00	
	100.7110.0020	PARK MAINTENANCE EQUIPMENT		18,500.00	
	100.7110.0022	PARK SPECIAL EQUIPMENT		11,512.00	
	100.7112.0041	MCDONOUGH SKATE PARK		9,500.00	
	100.7113.0045	SWAN COVE PARK IMPROVEMENTS		20,000.00	
	100.7115.0020	AIRPORT PARK EQUIPMENT EXPENSE		39,000.00	
	100.7190.0040	SKATING RINK CONTRACTUAL EXP		48,000.00	
	100.7999.0040	PARK CAPITAL IMPROVEMENTS		170,000.00	
	100.1989.9909	APPROPRIATED FUND BALANCE ENCUMBRANCES	*	1,132,488.00	
		- RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION			

20 MARCH 2024
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL
BUDGET REVISIONS JANUARY - FEBRUARY 2024
#2024/01

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
HIGHWAY FUND				
10	500.5110.0013	GENERAL REPAIR TEMPORARY STAFF EXP	30,000.00	
	500.5110.0016	GENERAL REPAIR COMP RESERVE		30,000.00
		- TRANSFER FOR TEMPORARY STAFF EXP		
11	500.5130.0041	MACHINERY REPAIR CAPITAL EXPENSES	650,000.00	
	500.5010.9878	FUND BALANCE FOR CAPITAL PROJECTS	*	650,000.00
		- PROVIDE FOR 2024 HIGHWAY MACHINERY CAPITAL EXPENSE		
12	500.9902.0099	MACHINERY REPAIR CAPITAL EXPENSES	200,000.00	
	500.5010.9878	FUND BALANCE FOR CAPITAL PROJECTS	*	200,000.00
		- PROVIDE FOR 2024 HIGHWAY DRAINAGE CAPITAL EXPENSE		
CARMEL FIRE PROTECTION DISTRICT #1				
13	301.3410.0045	DRY HYDRANT EXPENDITURES	102,230.00	
	301.3410.9909	APPROPRIATED FUND BALANCE ENCUMBRANCES	*	102,230.00
		- RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION		
CARMEL FIRE PROTECTION DISTRICT #2				
14	302.3410.0045	DRY HYDRANT EXPENDITURES	50,000.00	
	302.3410.9909	APPROPRIATED FUND BALANCE ENCUMBRANCES	*	50,000.00
		- RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION		
15	302.3410.0043	INSURANCE EXPENSE	47,640.00	
	302.3410.0040	CONTRACT EXPENDITURES		47,640.00
		- TRANSFER TO COVER MVFD LIABILITY INSURANCE EXPENSE FOR PERIOD 1.20.24 - 4.1.24 TO BE DEDUCTED FROM QUARTERLY CONTRACTED AMOUNT - PER AUTHORIZED CONTRACT RESOLUTION		
CARMEL GARBAGE DISTRICT				
16	571.8160.0045	GARBAGE CONTRACT	5,500.00	
	571.8160.9909	APPROPRIATED FUND BALANCE	*	5,500.00
		- PROVIDE FOR 2024 CONTRACT EXPENSE		
CARMEL GARBAGE DISTRICT (CLUSTER)				
17	572.8160.0045	GARBAGE CONTRACT	12,700.00	
	572.8160.9909	APPROPRIATED FUND BALANCE	*	12,700.00
		- PROVIDE FOR 2024 CONTRACT EXPENSE		
CARMEL WATER DISTRICT #5				
18	605.8310.0047	EMERGENCY REPAIRS	5,000.00	
	605.8310.0040	CONTRACTUAL REPAIRS		1,134.00
	605.8310.0099	REPAIR RESERVE		3,866.00
		- TRANSFER FOR EMERGENCY MYRTLE AVE PUMP REPAIR		
CARMEL SEWER DISTRICT #6				
19	706.8130.0020	EQUIPMENT	3,000.00	
	706.8130.0040	CONTRACTUAL EXPENSE		3,000.00
		- TRANSFER FOR TSS METER		

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TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL
BUDGET REVISIONS JANUARY - FEBRUARY 2024
#2024/01

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL LIGHTING DISTRICT					
20	752.5182.0040	CONTRACTUAL REPAIRS		6,000.00	
	752.5182.9909	APPROPRIATED FUND BALANCE	*	6,000.00	
		- PROVIDE FOR THE PURCHASE OF REPLACEMENT STREET LIGHT			
DRAINAGE CAPITAL PROJECT					
21	900.1989.0012	PROJECT OVERTIME EXPENSE		18,000.00	
	900.1989.0040	CONTRACTUAL EXPENDITURES		175,000.00	
	900.1989.0048	OTHER PROJECT EXPENDITURES		5,500.00	
	900.1989.0080	FICA/MED EXPENSE		1,500.00	
	900.1989.5030	INTERFUND TRANSFER FROM HIGHWAY	*	200,000.00	
		- PROVIDE FOR 2024 DRAINAGE PROJECT COST			
FEMA PROJECT 4723 CAPITAL FUND					
22	904.1989.0044	ENGINEERING SERVICES		50,000.00	
	904.1989.4321	FEDERAL AID - FEMA	*	50,000.00	
		- PROVIDE FOR ENGINEERING COST ASSISTANCE WITH FEMA LARGE PROJECTS			
HIGHWAY RESURFACING CAPITAL PROJECT					
23	950.5112.0012	PROJECT OVERTIME		15,000.00	
	950.5112.0045	CONTRACTED PAVING SERVICES		725,000.00	
	950.5112.0048	OTHER PROJECT EXPENDITURES		9,000.00	
	950.5112.0082	FICA/MED EXPENSE		1,000.00	
	950.5112.5710	PROCEEDS OF BORROWING	*	750,000.00	
		- RECORD 2024 CAPITAL AUTHORIZATION			
CARMEL SEWER DISTRICT #5 CAPITAL FUND					
24	975.8130.0020	EQUIPMENT		8,300.00	
	975.8130.0045	CONTRACT IMPROVEMENTS			8,300.00
		- TRANSFER FOR CAPITAL EQUIPMENT EXPENSE			
CARMEL WATER DISTRICTS LEAD SERVICE LINE CAPITAL FUND					
25	988.8310.0044	PROJECT ENGINEERING		212,000.00	
	988.8310.5710	PROCEEDS OF BORROWING	*	212,000.00	
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING			

APPOINTMENT MADE TO THE RECREATION AND PARKS ADVISORY COMMITTEE – LINDSEY JONES - EFFECTIVE 4/01/2024 AND EXPIRING 12/31/2026

RESOLVED that the Town Board of the Town of Carmel hereby appoints Lindsey Jones to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing April 1, 2024 and expiring December 31, 2026.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilman Kearns and Councilwoman McDonough

(Cont.)

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

APPOINTMENT MADE TO THE RECREATION AND PARKS ADVISORY COMMITTEE – MICHAEL MONGON EFFECTIVE 4/01/2024 AND EXPIRING 12/31/2026

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Michael Mongon to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing April 1, 2024 and expiring December 31, 2026.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Lombardi and Councilman McDonough

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

HIGHWAY DEPARTMENT - CERTAIN EQUIPMENT DECLARED OBSOLETE AND DISPOSAL AUTHORIZED

RESOLVED that, upon the recommendation of Town of Carmel Superintendent of Highways Michael Stern, the Town Board of the Town of Carmel hereby declares the following vehicles to be obsolete and authorizes their disposal in accordance with Town Law, including but not limited to Town Law §64(2-a):

- Car #8 --2011 Ford VIN # 2FABP7BV8BX183065
- Truck #56 --2000 Mack VIN # VG6M118C2YB303814

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

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

HIGHWAY DEPARTMENT - PURCHASE OF EQUIPMENT AUTHORIZED – IMPELLER UNIT AND ANCILLARY PARTS FOR TRUCK #58 FROM LONG ISLAND SANITATION CO., FARMINGDALE, NY AT A COST NOT TO EXCEED \$11,929.00

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Stern, hereby authorizes the purchase of impeller unit and ancillary parts for Truck #58 from Long Island Sanitation Co., Farmingdale, NY, at a cost not to exceed \$11,929.00 and in accordance with the quote/proposal dated March 4, 2024; and

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

(Cont.)

Resolution

Offered by: Councilman Kearns
Seconded by: Councilman Lombardi

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

ENGINEERING DEPARTMENT - EMERGENCY REPAIRS AUTHORIZED - CARMEL WATER AND SEWER DISTRICTS

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs within Carmel Water District #2, as fully detailed in the memoranda of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated March 6, 2024 as attached hereto and made a part thereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Kearns

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

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: March 6, 2024

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of the attached emergency invoice that was submitted for payment/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- CWD2 - Route 301 and Belden Rd

(Cont.)

On February 2, 2024 Inframark, the operators for CWD2, notified the Engineering Department of a water leak at on Route 301 proximate to Belden Rd.. It was a determined that the water main had had a circular crack. Attached is an invoice form Kuck Excavating in the amount of \$15,076.56 to make the repair. Per the attached, there are sufficient funds in the operating budget for this expense.

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

*Tel: (845) 628-1500 Fax: (845) 628-7085 email zif@ci.carmel.ny.us
G:\Engineering\Town Board\Emergency Invoices\03-13-24 w\03-06-24 Emergency Repair Acknowledgment to TB.doc*

EXHIBIT "B" Emergency Justification Form Town of Carmel Procurement Policy

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering

Vendor names: Kuck Excavating

Nature of emergency: Water Main Repair

Estimated cost: See attached invoice

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

The situation arose out of an accident or unforeseen occurrence or condition.

- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.

The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

- Other (provide explanation):

Purchasing Agent's signature for approval:



Department Head's signature for approval:



(Cont.)

Ed Kuck Excavating Inc

20 Day Road
Carmel, NY 10512

Attention:, ENGINEERING
TOWN OF CARMEL

CWD3 INV#
TOC 12-2024
REQ#
Vendor0670
Tax ID - 133851002

EMERGENCY 8" CIRCULAR CRACK IN WATER MAIN-NIGHT WORK

Respond as per INFRAMARK
Job Location: ROUTE
301/BELDEN ROAD Work
Completed; 2/2/2024

Start time: End Time: -8 HRS PWOT

Job Description:

SET UP TRAFFIC CONTROL AND LIGHT TOWER. WATER LEAKING ON SHOULDER OF ROAD. DUG UP AND EXPOSED LEAKING WATER MAIN , FOUND CIRCULAR CRACK IN 8" MAIN. USED REPAIR CLAMP TO FIX. BACKFILLED AND COMPACT TO SUBGRADE , THEN INSTALLED COLO PATCH TO BLACKTOP GRADE.

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$95.00 per hour	760.00
PC-120		\$175.00 PER HR	
Dump Truck	2 TRUCKS 8HRS	\$100.00 per hour	1600.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
KUBOTA		PER HR	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	8 HRS X 1 MAN	\$291.27 PER HR	2,330.16
Machine operator	HRS X MAN	\$194.18 PER HR	
Laborers	HRS X MEN	\$169.30 PER HR	
LABORER OT	8 HRS X 4 MEN	\$253.95 PER HR	8,126.40
Item 4 WITH SALT	20 YARDS	\$62.00 per yard	1,240.00
Seed		\$150.00 bag	
COLD PATCH	3 TON		450.00
PORTLAND		\$28.50	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER	275.00 DAY RATE		275.00
SKYLIFT	90.00 PER HR		
Total			15,076.56

20 MARCH 2024
TOWN BOARD MEETING

(Cont.)

Richard Franzetti, P.E.
Town Engineer



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

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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CWD2

Location (street address): Route 301 / Belden Road

Time and Date of Main Break or Hydrant Damage: 2/2/24

Field Response:

Manpower	HRS	Equipment	HRS
<u>1 operator</u>	<u>8</u>	<u>HRSS</u>	<u>8</u>
<u>4 laborers</u>	<u>32</u>	<u>Dump truck</u>	<u>8</u>
		<u>Dump truck</u>	<u>8</u>

Water Main: Size: 8" Material: Cast iron Depth to Main: 7ft

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: (1) 8" wrap

Cause of Main Break or Hydrant Damage: Radial Crack

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement:	<input checked="" type="checkbox"/>	Sidewalk:	<input type="checkbox"/>
Lawn Area:	<input type="checkbox"/>	Shrubs:	<input type="checkbox"/>

Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 2/2/24

Prepared by: Jack G
(Printed Name)

Tel: (845) 628-1500 Fax: (845) 628-7085 email: info@carmlny.com

G:\Engineering\Contract Operator Matters\Procedures & Directives SOP 3 - Water System Repairs - Main Breaks or Damaged Hydrants\SOP#3 - Water System Break Report Form - 10-18-22.doc

ENGINEERING DEPARTMENT - ADVERTISING FOR BIDS AUTHORIZED FOR THE PURCHASE OF CHEMICAL SUPPLIES FOR THE TOWN OF CARMEL WATER AND SEWER DISTRICT TREATMENT PLANTS

RESOLVED that, pursuant to the request of Town Engineer Richard J. Franzetti, P.E., Town Clerk Alice Daly is hereby authorized to advertise for bids for purchase of chemical supplies for the Town of Carmel Water and Sewer District treatment plants; and

(Cont.)

BE IT FURTHER RESOLVED that the Town Engineer 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: Supervisor Cazzari
Seconded by: Councilman Lombardi

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

ENGINEERING DEPARTMENT - PAYMENT AUTHORIZED TO EAST OF HUDSON WATERSHED CORPORATION FOR OPERATION AND MAINTENANCE – AT A COST NOT TO EXCEED \$26,021.22

RESOLVED, that upon the recommendation and determination of Town Engineer Richard J. Franzetti, P.E., the Town Board of the Town of Carmel hereby authorizes payment of the sum of \$26,021.22 to the East of Hudson Watershed Corporation (EOHWC) for operation and maintenance related to the 2023 Town of Carmel’s overall phosphorus reduction requirements, as well as in accordance with the Operations and Maintenance Policy for EOHWC previously adopted by the Carmel Town Board, as well as the invoice from EOHWC dated February 22, 2024.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Kearns

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

RENEWAL OF CONTRACT AUTHORIZED - AUCTIONS INTERNATIONAL, INC., EAST AURORA, NY - FOR THE SALE OF TOWN VEHICLES, MACHINERY AND EQUIPMENT

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the renewal of the contract with Auctions International, East Aurora, NY for the sale of Town vehicles, machinery and equipment, said contract to be in general form and content as attached hereto and made a part hereof; and

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

Resolution

Offered by: Councilman Kearns
Seconded by: Councilman Lombardi

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

(Cont.)

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 02/24/2021, between Kenneth Schmitt ^(TOWN OF CARMEL SUPERVISOR), hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renege bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) [Signature] TOWN OF CARMEL SUPERVISOR 845 628-1490
 Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(x) 60 MCALPIN AVE MARIETTA NY 10541 ATTN: SUPERVISOR KEN SCHMITT
 Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x) KSC@CI.CARMEL.NY.US
 Seller's E-Mail Address

(x) Marc Smith Marc Smith Putnam
 Auctioneer's Signature Auctioneer's Printed Name Seller's County

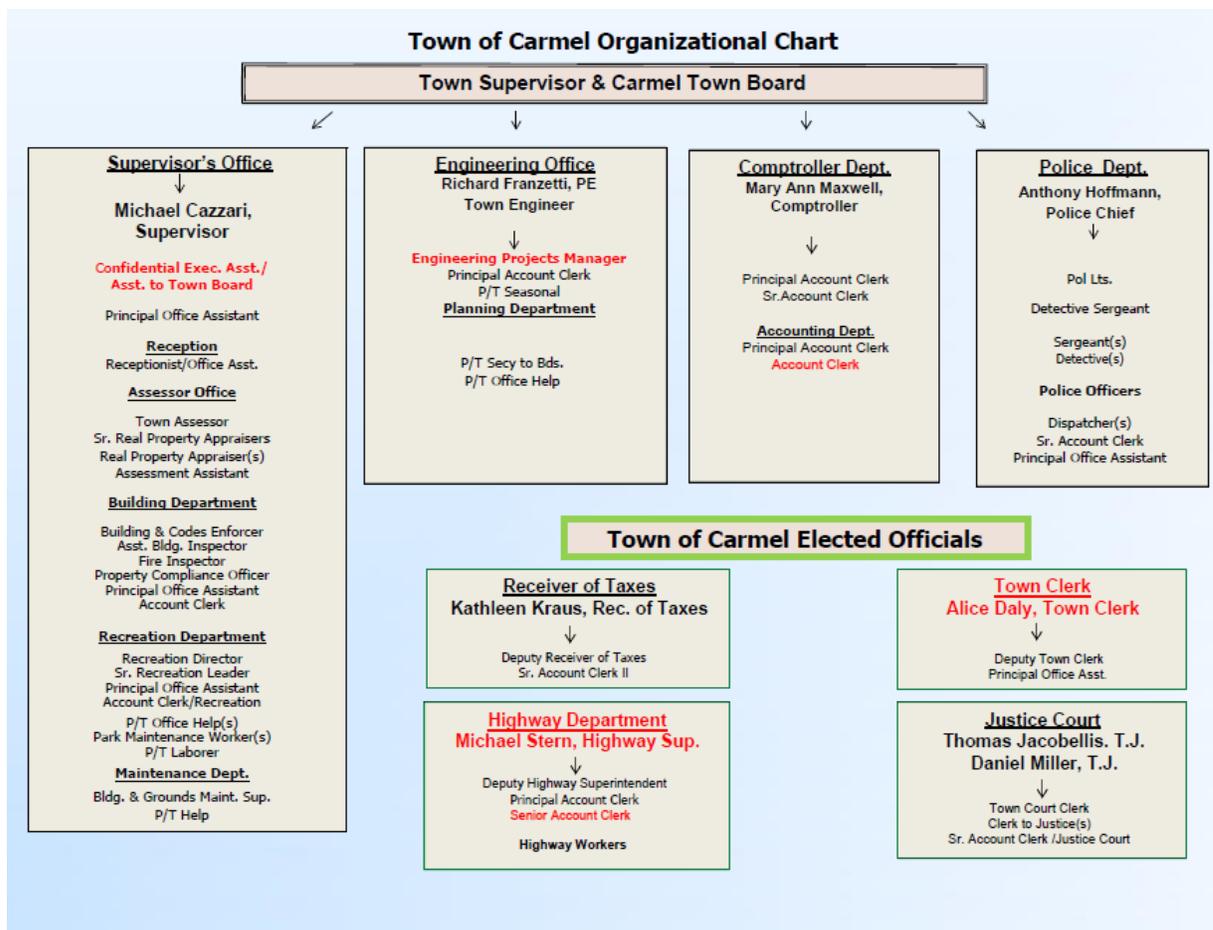
TOWN OF CARMEL AMENDED ORGANIZATIONAL CHART ADOPTED

RESOLVED that the Town Board of the Town of Carmel hereby adopts and ratifies the Town of Carmel Organizational Chart as amended, in form as attached hereto and made part hereof, effective immediately.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

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



ENTRY INTO CONTRACT AUTHORIZED – ARBER BALIDEMAJ - FOR ATM SERVICES – TOWN HALL FACILITY

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Arber Balidemaj for placement of an automated teller machine at the Carmel Town Hall facility, said contract to be in general form and content as attached hereto and made a part hereof; and

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

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Kearns and Councilwoman McDonough

(Cont.)

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

ATM SUBLEASE AGREEMENT

THIS AGREEMENT is made this 20th day of March, 2024 by and between **Arber Balidemaj** a New York Corporation d/b/a ATM Transactions Unltd (hereinafter referred to as "ATM Owner") and _____ (hereinafter referred to as "Lessor"), with regard to the following facts:

- A. Lessor is the operator of a Hotel/Motel, an establishment providing accommodations, meals and the services for travelers and tourists described on Exhibit "A" which is attached hereto and incorporated by reference (the "site").
- B. ATM owner is the owner of an automatic teller machine and owns or has the right to utilize all software needed for the corporation of said machine (the "ATM").
- C. ATM Owner desires to locate the ATM at the subleased site and Lessor is agreeable to said placement on the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **Placement and Designation of ATM Space.** All Equipment installed, remains the property of the ATM Owner. ATM Owner will install the ATM at ATM Owner's sole expense and on the date indicated in Exhibit A in a mutually agreed upon area at the site (described in Exhibit A) which is in plain view and readily accessible to the general public. Such area will be approximately 2' by 2' and, once agreed upon by the parties at the time of installation, represents the subleased space. However, any reasonable request by Lessor to relocate the ATM to a space within the site just as accessible and visible to the general public will be honored by the ATM Owner. The Landlord will maintain the area around the ATM so that it is clean, safe, accessible and visible to the general public and use its best efforts to protect the ATM from theft and damage.
2. **Extent of Use and Access to Space.** Lessor will allow ATM Owner or its designated agents access to the necessary common areas of the site for the purpose of installing, maintaining, cash vaulting, servicing, repairing, replacing and removing the ATM from the subleased space. The subleased space may only be used by ATM Owner for the sole purpose of locating and operating an ATM. The Landlord will make the space accessible to the general public and will not impede access to the ATM. ATM Owners may not use the space for any other purpose than operating the ATM.
3. **Utilities.** The Landlord will provide and maintain a power source for the ATM. ATM Owner will provide and pay for a dedicated cell phone connection unless it is subsequently agreed by the parties to connect the ATM to ATM owners internet connection. The owner of the ATM is responsible for the internet on the ATM.
4. **Exclusive Relationship.** Lessor will not allow any other ATM, scrip or cash back system to be installed at the site without prior written consent of ATM Owner.
5. **Notification.** Lessor will notify ATM Owners as soon as reasonably possible of any operating problems with the ATM. Lessor may contact ATM Owner using the phone numbers and address at the end of this Agreement.
6. **Signage.** ATM Owner will not place any signage at the location unless it is mutually agreed to by Lessor. Lessor will not post or allow to be posted on the ATM any signs, plaques, advertising or other material except as may be authorized in writing by ATM Owner.
7. **Rent Payment.** ATM Owner agrees to pay lessor \$0.50 per surcharge-able transaction.
8. **ATM Maintenance.** ATM Owner will:
 - a. Cash vault the ATM on a regular and constant basis,
 - b. Respond within a reasonable time period to any service calls,
 - c. Repair the ATM, if needed,
 - d. Use best efforts to keep the ATM clean and maintain its appearance, and
 - e. Resolve any and all disputes in a manner that is consistent with industry custom.
9. **Term.** The initial term of this Agreement shall commence upon the date that the ATM has been installed and is operational and shall continue for a period of 4 years. Thereafter, the Agreement shall automatically renew for one successive 48 month term unless one party gives the other not less than thirty days written notice of its intent not to renew.

(Cont.)

- 10. **Termination.** ATM Owner has the right to terminate this agreement, with 1 day notice, if ATM Owner reasonably believes the ATM is no longer reasonably secure from theft or damage at its current location. ATM Owner has a right to terminate this agreement, with 30 days notice, if the ATM surcharge-able transaction volume falls below 75 surcharge-able transactions per month. Lessor may terminate this agreement if the ATM Owner fails to provide adequate maintenance that is consistent with industry standards. Lessor may terminate this Agreement if the Lessor does not renew or terminate the current lease in which the Lessor operates under. In the event Lessor owns the building, Lessor may terminate this Agreement if Lessor sells the real estate or otherwise shuts the building down and ceases to allow for any business to operate at the site for a period of 30 days or more.
- 11. **Waiver.** The failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of such party subsequent to enforce provision of exercise such right.
- 12. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the state of New York and any venue for any action pertaining to this Agreement shall be in the state of New York . Any action brought by any party to enforce any of the provisions hereunder shall be brought exclusively with the jurisdiction of the Courts located in Putnam County NY.
- 13. **Entire Agreement.** This Agreement, together with the exhibits hereto, represents the entire understanding between the parties with respect to the matters contained herein and may be amended only by and instrument in writing signed by the parties hereto. There are no representations or warranties, express or implied, other than those contained herein.
- 14. **Notice.** Any notice required or permitted hereunder shall be in writing and may be given by personal service or by depositing same in the United States mail, first class postage prepaid, to the address of the party receiving the notice as appears on the signature page of this agreement or as changed through written notice to the other party.
- 15. **Binding Effect.** This Agreement is binding on the parties and their respective successors and assigns. Lessor may not assign this agreement without prior written consent of ATM Owner, which consent shall not be unreasonably withheld.
- 16. **Severability.** If any provision of this agreement, or the applicability of such provision to any person or circumstance, shall be determined to be invalid by any court of competent jurisdiction, the such determination shall remain in effect and, if the provision is capable of being construed in two ways one of which would render it valid, the provision shall have the meaning which renders it valid.
- 17. **Validity and Enforceability.** Lessor represents and warrants that the execution and delivery of this Agreement by it have been duly authorized by all actions required under the terms of the provisions of its governing instruments and creates a legal, valid and binding obligation of Lessor.

IN WITNESS WHEREOF, the parties hereto have executed the ATM Location Agreement on the date first above written.

ATM OWNER:
Arber Balidemaj

PO BOX 6
Address

LESSOR:

JEFFERSON VALLEY, NY 10535
City, State, Zip

By: _____
(SIGNATURE)

845.490.4
Phone Number

Arber Balidemaj
Print Officer Name, Title

E-Mail

(Cont.)

Company Name:

ATM CONSOLIDATION LLC

EXHIBIT "A"

Site Number: 1 Type of Business:

Name of Location:

Address:

Date of Installation:

ATM Lease Agreement Initials: _____

PROPOSAL ACCEPTED FOR WATER/WATER COOLER EQUIPMENT/SUPPLIES FOR TOWN HALL, TOWN OF CARMEL HIGHWAY DEPARTMENT, PARKS AND RECREATION DEPARTMENT AND THE TOWN OF CARMEL POLICE DEPARTMENT - WB MASON, INC. AT A COST NOT TO EXCEED \$7,769.76

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of WB Mason, Inc. for the supply of drinking water and water cooler equipment and supplies for the Town Hall, Town of Carmel Highway Department, the Parks and Recreation Department and the Town of Carmel Police Department locations at an annual estimated cost of \$7,769.76; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute any and all documentation necessary to effectuate this authorization on behalf of the Town of Carmel.

Resolution

Offered by: Councilwoman McDonough

Seconded by: Councilman Kearns

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

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

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

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

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

(Cont.)

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

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

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

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

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

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilman Kearns and Councilwoman McDonough

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

Councilman Lombardi said that he drafted this resolution with counsel over the last three years to ensure that the Legislature knows that bail reform has been a failure. The members of the Town Board want the voices of the 37,000 people in the Town of Carmel heard and they want to make New York a safer place.

ENTRY INTO MEMORANDUM OF AGREEMENT AUTHORIZED - THE TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION, INC. REGARDING ESTABLISHMENT OF ADMINISTRATIVE SERGEANT ASSIGNMENT

RESOLVED, that the Town Board of the Town of Carmel authorizes entry into Memorandum of Agreement with the Town of Carmel Police Benevolent Association, Inc., concerning the establishment of an administrative sergeant assignment within the

(Cont.)

Town of Carmel Police Department, such stipulation to be in general form and content as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute the aforesaid Memorandum of Agreement after ratification and signature by the Town of Carmel Police Benevolent Association, Inc.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Kearns, Councilwoman McDonough and Councilman Lombardi

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for the Town of Carmel (hereinafter "Employer") and the Town of Carmel Police Benevolent Association ("hereinafter "PBA"). The Employer and PBA are collectively referred to as the "Parties".

WHEREAS, the Employer and PBA are parties to a Collective Bargaining Agreement which expires on December 31, 2029; and

WHEREAS, the Parties are agreeable to establishing an "Administrative Sergeant" assignment on an annual basis starting with the 2024 calendar year, subject to annual review;

NOW THEREFORE, the Parties agree as follows:

1. The Chief of Police may, at his discretion, designate an employee holding the rank of Sergeant to serve as Administrative Sergeant for the calendar year.

2. In addition to his/her regular duties, the Administrative Sergeant will be under the direct supervision of the Administrative Division Commander, and as such will be responsible for the duties of the Administrative Division including, but not limited to, those listed in the Partial Duties of Administrative Sergeant attached as Exhibit A herein.

3. Any such assignment shall last from January 1st until December 31st, unless terminated prior to December 31st by the Town Board. Additionally, the Chief of Police upon notification to the Town Supervisor may reassign the Administrative Sergeant based on the needs of the department.

(Cont.)

4. Any employee serving as Administrative Sergeant shall receive a stipend of \$4,000, less lawful deductions, per annum for each year assigned. If the Administrative Sergeant is assigned additional duties (ex. Accreditation Manager) that receive project funding through a grant, the administrative sergeant will be eligible for an additional stipend up to \$2,000. per year at the discretion of the Chief of Police and approval by the Town Board, as allowable and for the duration of the grant period.

5. Such stipend shall be divided into twenty-six (26) equal payments, included in the employee's bi-weekly paycheck, and paid on a pro rata basis during the course of the year. If promoted or otherwise re-assigned from this position, the employee will no longer receive the above stipend(s) beginning with the next pay period after such personnel change.

6. The Parties agree the Town is under no obligation to assign an Administrative Sergeant at any time.

7. This Memorandum of Agreement is subject to ratification by the Town Board.

ACCEPTED AND AGREED AS STATED ABOVE:

For the Town of Carmel:

For the Town of Carmel PBA:

Michael Cazzari,
Town Supervisor
Date: _____

Vincent Serio,
PBA President
Date: _____

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Kearns, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:36 p.m. to the scheduled Work Session.

Respectfully submitted,

Alice Daly, Town Clerk