

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL



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

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING
Wednesday, June 1, 2022 7:00pm

Roll Call - Attendance

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Voting Meeting:

- **Public Comment Three (3) Minutes Agenda Items Only**

1. Res: Authorizing Entry into Agreement with County of Putnam Special Patrol Officers
2. Res: Making Re-Appointment to the Town of Carmel Environmental Conservation Board
3. Res: Authorizing Improvements to Sycamore Park
4. Res: Approving Application for Tuition Reimbursement Carmel Police Department
5. Res: Adopting Putnam County Fire and EMS Mutual Aid Plan
6. Res: Authorizing Subject to Permissive Referendum, Construction of Drainage Improvements Throughout and in and for the Town of Carmel, Putnam County, New York, at a Maximum Estimated Cost of \$200,000, and Authorizing the Issuance of \$200,000 Bonds of Said Town to Pay the Cost Thereof
7. Res: Authorizing, Subject to Permissive Referendum, the Issuance of \$750,000 Bonds of the Town of Carmel, Putnam County, New York, to Pay the Cost of the Road Reconstruction and Resurfacing, Throughout and in and for Said Town
8. Res: Authorizing Payment for Software Licensing Agreement and Services

- **Town Board Comments**
- **Motion to Move into Executive Session**

Executive Session:

1. **Personnel**

- **Motion to Adjourn**

RESOLUTION #1

**RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT
WITH COUNTY OF PUTNAM SPECIAL PATROL
OFFICERS**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into agreement with the County of Putnam for the provision of Special Patrol Officers in the Town Hall facility, said agreement commencing April 1, 2022 and expiring March 31, 2023 in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to sign said agreement; and

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

Resolution

Offered by: _____

Seconded by: _____

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

AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF CARMEL, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "Town"), and the COUNTY OF PUTNAM, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "County") and THE SHERIFF OF PUTNAM COUNTY, a constitutional officer in and for the County of Putnam, having an office at 3 County Center, Carmel, New York 10512 (hereinafter referred to as the "Sheriff").

WITNESSETH:

WHEREAS, the Town desires to obtain certain specified professional services from the County and the Sheriff as more fully set forth hereunder; and

WHEREAS, the County and the Sheriff are willing to provide such professional services on the terms and conditions set forth herein and for the compensation and consideration stated hereunder.

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

FIRST: The County shall permit, and the Sheriff shall furnish two (2) Special Patrol Officer (hereinafter "SPO") to the Town to perform such services as more fully described in Schedule "A," attached hereto and made a part hereof. The SPOs shall perform such services at the Carmel Town Hall, located at 60 McAlpin Avenue, Mahopac, New York 1054.

SECOND: For the services rendered pursuant to paragraph "FIRST," the Town shall pay the County as follows:

1. a onetime payment of Two Thousand One Hundred Thirty Dollars (\$2,130.00) per individual SPO for services related to investigative background checks and purchasing. Should a replacement SPO be requested by the Town, other than for good cause shown, the Town agrees to compensate the County an additional \$2,130.00 for each such request; and
2. an invoiced monthly payment consisting of:
 - a. From April 1, 2022 – December 31, 2022: Twenty-five Dollars (\$25.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule “A” annexed hereto. From January 1, 2023 – March 31, 2023: Thirty Dollars (\$30.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties; and
 - b. An annual supervisory fee of Eight Hundred Sixty-Nine Dollars (\$869.00) per SPO; and
 - c. The costs of equipment (uniforms, firearms, radio), FICA costs and other training costs; and
 - d. An annual supervisory administrative fee of Four Thousand Seven Hundred Forty Dollars (\$4,740.00) to be paid monthly at the rate of Three Hundred Ninety-Five (\$395) dollars.

The Town shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced. Prior to the making of any payments hereunder, the Town may, at its

option and upon reasonable notice to the County and Sheriff, request a summary explaining the manner in which the monthly payment was determined. In the event the Town fails to make a scheduled payment within thirty (30) days of the due date, the County will, prior to terminating the Agreement, provide the Town with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on April 1, 2022, and terminate on March 31, 2023, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPO shall be selected by the Sheriff's Department, with close coordination and cooperation by the Putnam County Personnel Department.

FIFTH: The SPO shall at all times be an employee of the County and be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department.

SIXTH: The SPO shall be assigned pursuant to a schedule that is determined at the discretion of the Town.

SEVENTH: Either party, upon sixty (60) days notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the County shall be compensated, and the Town shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

Notwithstanding the notice requirements set forth above, if the Town terminates this Agreement, in whole or in part, without cause prior to the termination date set forth in paragraph "THIRD", the Town shall reimburse the County for all costs and liabilities associated with N.Y. Unemployment benefits for the contracted SPO(s) incurred by the County, if any, while in the process of reassigning the contracted SPO(s), if reasonably possible. In addition, should the

Town select not to renew the Agreement at the conclusion of the Agreement term, and the Sheriff is unable to reassign the SPO(s) without incurring a layoff, the Town shall reimburse the County for all costs and liabilities associated with N.Y. Unemployment benefits incurred by the County, if any, for the contracted SPO(s) caused by the layoff of such SPO.

EIGHTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

NINTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "B" entitled "Putnam County Insurance Requirements" attached hereto and made a part of this Agreement, the Town agrees to protect, defend, indemnify and hold the County and the Sheriff and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or from those duties and services of the SPOs provided under this Agreement and/or performance hereof over which the Town retains direct control. The Town further agrees to indemnify the County and the Sheriff for any damage to County property which arises out of the performance of the services provided under this Agreement.

The parties acknowledge that for purposes of New York Workers' Compensation Law and/or Section 207-c of the General Municipal Law (if applicable), the SPOs are employees of the County. The County shall maintain the appropriate Worker's Compensation Insurance for the SPOs and provide the Town documentation of such coverage. The Town agrees to reimburse the

County and/or Sheriff for any and all associated costs of Workers' Compensation and/or Section 207-c benefits (if applicable) incurred by the County and/or Sheriff for any injuries sustained by SPOs while on Town property and/or in the performance of his/her duties for the Town under this Agreement.

The County shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SPOs over which the County retains direct control.

The County will be responsible to provide the Town proof of Professional Liability and Automobile insurance for SPOs' services provided under this Agreement. The Town will be named as an additional insured on the aforementioned policies.

TENTH: In connection with the performance of this Agreement, the County and Sheriff will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, as well as the Fair Labor Standards Act, to the extent required by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

Michael S. Cazzari, Supervisor
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

To the County:

Hon. Kevin J. McConville, Sheriff
Putnam County Sheriff's Department
3 County Center
Carmel, New York 10512

With a copy to:

Jennifer S. Bumgarner
County Attorney
48 Gleneida Avenue
Carmel, New York 10512

TWELFTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

THIRTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the Town, the required County signatories and the County Executive.

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Putnam County, New York.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure". For purposes of the Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

SIXTEENTH: The Town is required to provide the following documents to the County before this Agreement will be finalized and/or executed by the County:

- Appropriate Certificate of Insurance, in accordance with paragraph "NINTH" of this Agreement and the requirements contained in Schedule "B".

SCHEDULE A

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for maintaining order and providing security in and around public buildings, school district buildings, courtrooms and/or other public facilities. Incumbents have all the powers of a peace officer, as set forth in §2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises. Work is performed under general supervision of the County Sheriff, or of the appointing authority. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

- Provides security by standing in and patrolling public buildings and facilities, including interior spaces as well as immediate outside areas;
- Maintains order and decorum in public spaces such as courtrooms, waiting rooms, etc.;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities and properties;
- Screens visitors and checks identification and other necessary documents, as needed;
- Provides general information to visitors and the general public on premises;
- Subdues and/or physically restrains unruly individuals, as needed;
- Safeguards public property;
- Provides first aid and/or other assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May be assigned to secure and guard prisoners and/or detainees in a courtroom or related situation;
- May provide escort to and from public buildings and facilities, or to and from courtrooms, as needed;
- Performs a variety of related activities as required.

Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of the powers of a peace officer; good knowledge of procedures and practices for protecting and safeguarding buildings and property; ability to maintain order; ability to perform first aid; ability to exercise good judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, threat or other emergency situations; ability to observe detail, remember facts

SPECIAL PATROL OFFICER (cont'd)

and information, and evaluate situations; ability to understand and follow complex oral and written directions; ability to enforce rules, regulations and procedures; ability to prepare written reports; ability to communicate effectively to individuals as well as groups; ability to use self-defense, restraint techniques and security equipment; willingness to provide leadership, act responsibly and decisively; courtesy and tact.

MINIMUM QUALIFICATIONS:

Must be a retired member of a police or sheriff's department, or of a division of state police, or retired former correction, parole or probation officer.

SPECIAL REQUIREMENTS REGARDING POSSESSION OF FIREARMS:

Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the appointing authority. If so authorized, possession of a license issued pursuant to §400.00 of Penal Law (Criminal Procedure Law §2.10.37) is required. Where possession of license is required, eligibility for and possession of the license is required at the time of, and throughout, appointment.

- A. A PARENT, GUARDIAN OR OTHER person entrusted with the care and supervision of a person under the age of twenty-one (21) or an incompetent person, and a teacher or other person entrusted with the care and supervision of a person under the age of twenty-one (21) for a special purpose, may use physical force, but not deadly physical force, upon such person under the age of twenty-one (21) or incompetent person:
1. When and to the extent that he reasonably believes it necessary to:
 - a. Maintain discipline, or
 - b. to promote the welfare of such minor or incompetent person.
- B. A WARDEN OR OTHER AUTHORIZED OFFICIAL of a jail, prison or correctional institution may, in order to maintain order and discipline, use such physical force as is authorized by the Correctional Law.
- C. A PERSON RESPONSIBLE FOR MAINTENANCE OF ORDER IN A COMMON CARRIER of passengers, or a person acting under his direction, may use physical force when and to the extent that he reasonably believes it necessary to maintain order.
1. He may use deadly physical force only when he reasonably believes it necessary to prevent death or serious physical injury.
- D. SUICIDES - A person acting under a reasonable belief that another person is about to commit suicide or to inflict serious physical injury upon himself may use physical force upon such person to the extent that he reasonably believes it necessary to thwart such result.
- E. A DULY LICENSED PHYSICIAN, or a person acting under his direction, may use physical force for the purpose of administering a recognized form of treatment which he reasonably believes to be adapted to promoting the physical or mental health of the patient if:
1. The treatment is administered with the consent of the patient or, if the patient is under the age of twenty-one (21) or an incompetent person, with the consent of his parent, guardian or other person entrusted with his care and supervision, or
 2. The treatment is administered in an emergency when the physician reasonably believes that no one

PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

**COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER**

**ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:**

***"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for
Professional Liability and Workers' Comp."***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

**The Contractor shall provide and maintain at its own expense the following
minimum insurance coverage:**

- A. **Workers' Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, Si 12 form, form or U-26.3 - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
 - \$2,000,000 General Aggregate
 - 5,000 Medical Expense Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
(1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**
Limits depending on the following contract size
\$100,000 - \$250,000 - 1 million
\$250,001 - \$500,000 - 5 million
\$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of New York, Inc. 625 Route 6	CONTACT NAME: Theresa Debara		PHONE (A/C, No, Ext): (845) 628-4500	FAX (A/C, No): (845) 628-1804
	E-MAIL ADDRESS: Theresa.DeBara@bbrown.com			
Mahopac Town Of Carmel 60 McAlpin Avenue Mahopac NY 10541	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: New York Municipal Insurance Reciprocal			20690
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

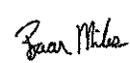
COVERAGES CERTIFICATE NUMBER: 22-23 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MPLTCAR001	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MCATCAR001	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	MECTCAR001	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 10,000,000
	DED RETENTION \$						AGGREGATE	\$ 20,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract for 2 Special Patrol Officers for the Town Hall for the period 4/1/22-3/31/23.
 Certificate holder is included as additional insured with respects to the General Liability and Automobile as required by written contract or written agreement. Excess follows form. Coverage is provided on a primary and non-contributory basis with respects to the General Liability, Automobile and Excess as required by written contract or written agreement. Waiver of Subrogation applies with respects to the General Liability, Automobile and Excess as required by written contract or written agreement.

CERTIFICATE HOLDER County of Putnam Attn: Law Dept/Risk Manager 48 Glenelda Avenue Carmel NY 10512	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <small>Jason Miller</small>



NEW YORK MUNICIPAL INSURANCE RECIPROCAL
Insuring Our Own Future.

Named Insured Town of Carmel		Endorsement Number 2
Policy Number MPLTCAR001	Policy Period 04/01/2022 - 04/01/2023	Effective Date of Endorsement 04/01/2022
Issued by (Name of Insurance Company) NEW YORK MUNICIPAL INSURANCE RECIPROCAL		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

The following has been added as Additional Insured on a Primary and Non Contributory basis with a Waiver of Subrogation:

County of Putnam
Att: Law Dept/Risk Manager
48 Gleneida Ave
Carmel, NY 10512

Re: Contract for 2 Special Patrol Officers for the Town Hall

All other terms and conditions to remain the same.

Authorized Representative



NEW YORK MUNICIPAL INSURANCE RECIPROCAL
Insuring Our Own Future.

Named Insured Town of Carmel		Endorsement Number 4
Policy Number MCATCAR001	Policy Period 04/01/2022 - 04/01/2023	Effective Date of Endorsement 04/01/2022
Issued by (Name of Insurance Company) NEW YORK MUNICIPAL INSURANCE RECIPROCAL		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

The following has been added as Additional Insured on a Primary and Non Contributory basis with a Waiver of Subrogation:

County of Putnam
Att: Law Dept/Risk Manager
48 Gleneida Ave
Carmel, NY 10512

Re: Contract for 2 Special Patrol Officers for the Town Hall

All other terms and conditions to remain the same.

Authorized Representative

**RESOLUTION AUTHORIZING RENEWAL OF AGREEMENT
WITH COUNTY OF PUTNAM – SPECIAL PATROL OFFICERS**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the renewal of and entry into an agreement with the County of Putnam and the Putnam County Sheriff's Office for the provision of Special Patrol Officers for the Town of Carmel Town Hall per said agreement as attached hereto and made a part thereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreement and any related documentation thereto; and

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

Resolution

Offered by: Councilman Schanil
 Seconded by: Councilman Barile

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

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 17th day of March, 2021; and of the whole thereof.

March 18, 2021
Dated

Ann Spofford
Ann Spofford, Town Clerk

SCHEDULE B

PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

**COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER**

**ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:**

***"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for
Professional Liability and Workers' Comp."***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

**The Contractor shall provide and maintain at its own expense the following
minimum insurance coverage:**

- A. **Workers' Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, form or U-26.3** - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
 - \$2,000,000 General Aggregate
 - 5,000 Medical Expense Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
(1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**
Limits depending on the following contract size
\$100,000 - \$250,000 - 1 million
\$250,001 - \$500,000 - 5 million
\$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

RESOLUTION #2

RESOLUTION MAKING RE-APPOINTMENT TO THE TOWN OF CARMEL ENVIRONMENTAL CONSERVATION BOARD

WHEREAS the term of Nicole Sedran on the Environmental Conservation Board of the Town of Carmel expires on June 13, 2022 and the Town Board wishes to re-appoint her to a new term,

NOW, THEREFORE, BE IT RESOLVED that Nicole Sedran is hereby re-appointed to the Town of Carmel Environmental Conservation Board for a three-year term commencing to June 14, 2022 and expiring on June 13, 2025.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #3

**RESOLUTION AUTHORIZING IMPROVEMENTS
AT SYCAMORE PARK**

RESOLVED that the Town Board of the Town of Carmel, in connection with the proposed Girl Scout Silver Award project of Lucy Hernandez, Girl Scouts of America Troop #1114, Mahopac, hereby authorizes the performance of improvements at Sycamore Park in accordance with the memorandum and plans provided by Director of Recreation and Parks James R. Gilchrist as detailed in his memorandum to the Town Board dated May 6, 2022; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates for all vendors and contractors proposed to perform improvements in connection with this authorization in form acceptable to Town Counsel, the aforesaid work may be commenced.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #4

**RESOLUTION APPROVING APPLICATION FOR TUITION
REIMBURSEMENT CARMEL POLICE DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel, in accordance with the terms of the current collective bargaining agreement with the Town of Carmel Police Benevolent Association, hereby approves the application for tuition reimbursement of Sergeant Sandy Crecco, for receipt of Bachelor of Arts degree from the SUNY Empire State College

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #5

**RESOLUTION ADOPTING PUTNAM COUNTY
FIRE AND EMS MUTUAL AID PLAN**

RESOLVED that the Town of Carmel hereby elects to participate in the Putnam County Fire and EMS Mutual Aid Plan in form as on file in the Office of the Town Supervisor, and will agree to recognize a call for assistance through the Putnam 911 Center and will comply with the provisions of such Plan as now in force and as amended from time to time, and certified by the Putnam County EMS Council through the Putnam Bureau of Emergency Services and Emergency Service Coordinators; and that no restrictions exist against "Outside Service" by such EMS Agency/Provider name herein with meaning of §209 of the New York General Municipal Law which would affect the power of such Agency/EMS provider to participate in such plan.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #6

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, CONSTRUCTION OF DRAINAGE IMPROVEMENTS THROUGHOUT AND IN AND FOR THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$200,000, AND AUTHORIZING THE ISSUANCE OF \$200,000 BONDS OF SAID TOWN TO PAY THE COST THEREOF

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize such capital project and its financing;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. The construction of drainage improvements throughout and in and for the Town of Carmel, Putnam County, New York, together with incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$200,000, subject to permissive referendum.

Section 2. It is hereby determined that the plan for the financing thereof is by the issuance of \$200,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable

real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long- term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #7

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF \$750,000 BONDS OF THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK, TO PAY THE COST OF THE ROAD RECONSTRUCTION AND RESURFACING, THROUGHOUT AND IN AND FOR SAID TOWN.

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide will not result in any significant adverse environmental impact; and

WHEREAS, it is now desired to authorize such capital project and the financing thereof;

NOW, THEREFORE BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. Road reconstruction and resurfacing, throughout and in and for the Town of Carmel, Putnam County, New York, including drainage, sidewalks, curbs, gutters, landscaping, grading or improving rights-of-way, as well as other incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$750,000, subject to permissive referendum.

Section 2. It is hereby determined that the plan for the financing thereof is by the issuance of \$750,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize

the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #8
RESOLUTION AUTHORIZING PAYMENT
FOR SOFTWARE LICENSING AGREEMENT AND SERVICES

WHEREAS, the Town Board has previously authorized the entry into software licensing agreements utilized by the Town of Carmel Building Department with Software Consulting Associates, Red Hook, NY for use of Muncity software applications; and

WHEREAS, the Town Board has been advised that the rights to the Muncity software have been acquired by ICC Community Development Solutions, Rochester, NY;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the acquisition by ICC Community Development Solutions as referenced herein and authorizes all future payments due under the terms of any licensing agreements formerly with Software Consulting Associates be made to ICC Community Development Solutions effective immediately.

Resolution

Offered by: _____

Seconded by: _____

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