

**KENNETH SCHMITT**  
Town Supervisor

TOWN OF CARMEL  
TOWN HALL

**ANN SPOFFORD**  
Town Clerk

**SUZANNE MC DONOUGH**  
Town Councilwoman  
Deputy Supervisor

60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 • Fax (845) 628-6836  
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**KATHLEEN KRAUS**  
Receiver of Taxes

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

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

**TOWN BOARD VOTING MEETING/ WORK SESSION**  
**Thursday, September 16, 2021 7:00pm**  
**DRAFT SUBJECT TO CHANGE**  
**PLEASE CHECK AGENDA AT 4:30PM ON DAY OF MEETING**

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PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

**Town Board Voting Meeting:**

- Accept Town Board Minutes August 11, and 18, 2021
  - 1. Res: Making Probationary Appointment of Police Officer in the Town of Carmel Police Department
  - 2. Res: Making Reappointment to the Town of Carmel Board of Assessment Review
  - 3. Res: Authorizing Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
  - 4. Res: Accepting Proposal and Authorizing Purchase of Firearms Town of Carmel Police Department
  - 5. Res: Authorizing Entry into Contract for Park District Property Maintenance Teakettle Spout Lake Park District
  - 6. Res: Authorizing Entry into Contract for Park District Property Maintenance Lake Secor Park District
  - 7. Res: Authorizing Signing of Change Order #1 Carmel Water District #2 Relining Project Contract No. C265
  - 8. Res: Authorizing Acceptance of Proposal for Microfiltration Module Carmel Sewer District #7 Wastewater Treatment Plant
  - 9. Res: Awarding Bid Carmel Water District #2 Water Main Lining – Phase 2 Contract C265
  - 10. Res: Authorizing Award of Contract for Purchase of Bulk Diesel Fuel – Town of Carmel Highway Department
  - 11. Res: Authorizing Advertising for Bids Highway Department Materials
  - 12. Res: Authorizing Partial Refund of Building Permit Fee
  - 13. Res: Awarding Bid Town Wide Water Storage Rehabilitation and Construction Contract C268
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
  - **Town Board Member Comments**
  - **Adjournment**

### **Town Board Work Session:**

- Review of Town Board Minutes September 1, 2021
  - 1. Mary Ann Maxwell, Town Comptroller - Consider Year End 2020 LOSAP Annual Reports for Carmel Ambulance District and Carmel Fire Protection Districts #'s 1 and 2
  - 2. Michael Simone, Highway Superintendent – Consider Request to Acknowledge Payment for Emergency Repairs and Services
  - 3. Consider Request to Renew Intermunicipal Agreement with Putnam County Office of Consumer Affairs for Shared Electrical Inspection Services
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
  - **Town Board Member Comments**

### **Open Forum:**

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments/Announcements**
- **Adjournment**

**RESOLUTION #1**

**RESOLUTION MAKING PROBATIONARY APPOINTMENT OF  
POLICE OFFICER – CARMEL POLICE DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Town of Carmel Police Department, hereby appoints Aaron Reynolds to the position of Police Officer in the Town of Carmel Police Department, effective immediately, at an annual salary of \$63,997.60, on a probationary basis, subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

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 #2**

### **RESOLUTION MAKING RE-APPOINTMENT TO TOWN OF CARMEL BOARD OF ASSESSMENT REVIEW**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Kevin Morris to the Town of Carmel Board of Assessment Review for a term commencing October 1, 2021 and expiring September 30, 2026

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 #3**

**RESOLUTION AUTHORIZING ADDITIONS/DELETIONS  
TO THE ACTIVE LIST OF THE MAHOPAC VOLUNTEER  
FIRE DEPARTMENT**

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

Richard Pottberg

Taylor McGuiness

Sabrina Selca

AND BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the status change from Active to Exempt for the following member:

Alexa Cucolo

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 #4**

**RESOLUTION ACCEPTING PROPOSAL  
AND AUTHORIZING PURCHASE OF FIREARMS  
TOWN OF CARMEL POLICE DEPT**

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Anthony R. Hoffmann hereby accepts the proposal of Jurek Brothers, Inc. Greenfield, MA for purchase of thirty-seven (37 Smith & Wesson M&P40 M2.0 Pistols at a total cost not to exceed \$15,908.15; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; and

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #5**

**RESOLUTION AUTHORIZING ENTRY INTO CONTRACT  
FOR PARK DISTRICT PROPERTY MAINTENANCE  
TEAKETTLE SPOUT LAKE PARK DISTRICT**

RESOLVED, that The Town Board of the Town of Carmel, acting as Commissioners of the Teakettle Spout Lake Park District, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes exercise of its option to extend the existing contract for landscaping and maintenance services for the Teakettle Spout Lake Park District with Kiko’s Landscaping, Carmel NY; and

BE IT FURTHER RESOLVED that the overall contract price for years 2022 through 2024 shall not exceed \$20,250 with extension options in favor of the District for years 2025 and 2026 at annual contract price of \$7,500 per year; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation necessary to effect the authorization set forth within the terms of this resolution.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #6**

**RESOLUTION AUTHORIZING ENTRY INTO CONTRACT  
FOR PARK DISTRICT PROPERTY MAINTENANCE  
LAKE SECOR PARK DISTRICT**

RESOLVED, that The Town Board of the Town of Carmel, acting as Commissioners of the Lake Secor Park District, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes exercise of its option to extend the existing contract for landscaping and maintenance services for the Lake Secor Park District with Bella Vista Landscaping, Mahopac NY; and

BE IT FURTHER RESOLVED that the overall contract price for years 2022 through 2024 shall not exceed \$12,150.00 with extension options in favor of the District for years 2025 and 2026 at annual contract prices of \$4,450 and \$4,550 respectively; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation necessary to effect the authorization set forth within the terms of this resolution.

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 #7**

**RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #1  
CARMEL WATER DISTRICT #2 RELINING PROJECT  
CONTRACT NO. C265**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water District #2 has previously awarded the contract for the above project to Michels Pipe Services, Watertown, CT; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.1 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water District #2, hereby authorizes Town Supervisor Kenneth Schmitt to sign Change Order #1 to the aforementioned contract, resulting in no overall contract price increase or decrease, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**CHANGE ORDER**

No. 1

**CARMEL WATER DISTRICT NO. 2 WATERMAIN REHABILITATION - PHASE 1**

DATE OF ISSUANCE 8/17/2021

EFFECTIVE DATE 8/17/2021

OWNER The Town of Carmel  
OWNER's Contractor No. C-265

CONTRACTOR: Michels Pipe Services

ENGINEER: J. Robert Folchetti & Associates

You are directed to make the following changes in the Contract Documents.

Reason for Change Order: 1. Contract Time Extension

Attachments: (List documents supporting change) Engineering Memo; Contractor Request

<b>CHANGE IN CONTRACT PRICE:</b> Original Contract Price	<b>CHANGE IN CONTRACT TIMES:</b> Original Contract Times
\$ <u>None</u>	Substantial Completion: <u>January 6, 2022</u> Ready for final payment: <u>April 6, 2022</u>
Net changes from previous Change Orders No. to No.	Net change from previous Change Orders No. to No.
\$ _____	_____
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ _____	Substantial Completion: <u>January 6, 2022</u> Ready for final payment: <u>April 6, 2022</u>
Net Increase (decrease) of this Change Order	Net Increase of this Change Order
\$ _____	<u>81 Days</u>
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: <u>June 23, 2022</u> Ready for final payment: <u>September 21, 2022</u> days or dates

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 8.17.2021

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 8-17-2021

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**RESOLUTION #8**

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR  
MICROFILTRATION MODULE  
CARMEL SEWER DISTRICT #7 WASTEWATER TREATMENT PLANT**

WHEREAS, Inframark, LLC, operator for the Carmel Sewer District #2 Wastewater Treatment Plant, and Town Engineer Richard J. Franzetti, P.E. have each advised the Town Board of the Town of Carmel that certain components of microfiltration processes of the Carmel Sewer District #7 Wastewater Treatment Plant are in need of replacement; and

WHEREAS Inframark and the Town Engineer have each further advised the Town Board that the that the acquisition of the aforesaid microfiltration modules are exempt from the New York General Municipal Law as a “sole source” exception;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #7 hereby accept and adopt the recommendations of Inframark, LLC and the Town Engineer, and accordingly authorize the acquisition and installation replacement microfiltration module unit for the CSD#7 Wastewater Treatment Plant from FilmTec Corporation, Edina, MN at a cost not to exceed \$43,437.60 in accordance with the proposal dated August 17, 2021; and

BE IT FURTHER RESOLVED, that a sum not to exceed \$8,160.00 is hereby authorized for the cost of installation of said microfiltration module units; and

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #9**

**RESOLUTION AWARDING BID  
CARMEL WATER DISTRICT #2 WATER MAIN LINING – PHASE 2  
CONTRACT C265**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for the re-lining of approximately 24,400 linear feet of water main in Carmel Water District #2, Contract #C265; and

WHEREAS such bids were received and opened on August 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners Carmel Water District #2, and upon the recommendation of Design Engineer J. Robert Folchetti Associates, LLC hereby awards said contract to Mainlining America, LLC, Buffalo, NY, the low responsible bidder meeting specifications NY at the unit costs contained within the aforesaid bid and at an estimated contract price of \$3,248,400; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates and performance and labor and materials bonds in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute the contract documents pursuant to this authorization.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #10**

**RESOLUTION AUTHORIZING  
AWARD OF CONTRACT FOR PURCHASE OF BULK DIESEL FUEL  
TOWN OF CARMEL HIGHWAY DEPARTMENT**

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the award of bid contract for purchase of bulk diesel fuel for the Town of Carmel Highway Department for the period commencing retroactive to August 27, 2021 through August 24, 2023 to Global Montello Group Corp. under New York State Office of General Services, Group No. 5602, Award No. 23237 and Contract No. No. PC67022 at the price per gallon not to exceed \$2.2637 for No. 2 diesel and \$2.1314 for No. 1 diesel.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## RESOLUTION #11

### RESOLUTION AUTHORIZING ADVERTISING FOR BIDS HIGHWAY DEPARTMENT MATERIALS

RESOLVED that, pursuant to the request of Michael Simone, Town of Carmel Highway Superintendent, the Town Board of the Town of Carmel hereby authorizes Town Clerk Ann Spofford to advertise for bids for the purchase of the following items for fiscal year 2021:

- Sand
- Guide Rail
- Winter Mix

BE IT FURTHER RESOLVED that the Highway Superintendent 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: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #12**

**RESOLUTION AUTHORIZING PARTIAL REFUND  
OF BUILDING PERMIT FEE**

RESOLVED that, the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Codes Enforcement Michael Carnazza, hereby authorizes a refund of duplicate fee for building permit application for the property known as 24 Dreps Dr. Town of Carmel Tax Map No. 74.16-2-54.1 in the amount of \$500.00 to Vilma Nokaj.

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 #13**

**RESOLUTION AWARDING BID  
TOWN WIDE WATER STORAGE REHABILITATION AND CONSTRUCTION  
CONTRACT C268**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for The Town-Wide Water Storage Rehabilitation and Construction Project, Contract C268; and

WHEREAS, said project involves new water tank construction for Carmel Water District No. 2 and ancillary site improvements; water tank rehabilitation tanks in Carmel Water District No. 3 and Carmel Water District No. 8; pump station upgrades in Carmel Water District No. 8; and new water tank construction and ancillary site improvements in Carmel Water District No. 14; and

WHEREAS such bids were received and opened on June 30, 2021; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the various water districts within the Town of Carmel, and upon the recommendation of Design Engineer Weston & Sampson, hereby awards said contract to Arold Construction Company, Inc., Kingston NY, the low responsible bidder meeting specifications NY at the unit costs contained within the aforesaid bid and at an estimated overall contract price of \$2,624,850; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates and performance and labor and materials bonds in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute the contract documents pursuant to this authorization.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

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# ANNUAL REPORT

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## CARMEL AMBULANCE DISTRICT NO. 1 SERVICE AWARD PROGRAM

ACTUARIAL VALUATION  
AS OF DECEMBER 31, 2020

### PENFLEX, INC.

SERVICE AWARD PROGRAM SPECIALISTS

50 Century Hill Drive, Suite 3  
Latham, NY 12110

P: (800) 742-1409  
F: (518) 783-6915  
E: [info@penflexinc.com](mailto:info@penflexinc.com)  
W: [www.penflexinc.com](http://www.penflexinc.com)

*Serving your volunteers since 1990*

**TOWN OF CARMEL – CARMEL AMBULANCE DISTRICT NO. 1  
SERVICE AWARD PROGRAM**

**DECEMBER 31, 2020 ANNUAL REPORT COMMENTARY**

It is a pleasure to present the December 31, 2020 Annual Report of the Carmel Ambulance District No. 1 Service Award Program. The following commentary provides a summary of key results from the Annual Report. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

**Assumption Change – Lowering of the Assumed Rate of Investment Return**

The assumed rate of investment return has been lowered from 5.75% to 5.50% effective with the current Annual Report and is reflected in the 2021 calculated contribution. The assumed rate of investment return represents the long-term (10 to 15 years) expectation for future investment returns on Trust Fund assets. The reduction in the assumed rate has been made in order to reflect the general downward trend that has been observed for equity market expectations over the past five years. In addition, the Federal Reserve has indicated that interest rates will be kept at current low levels for the near future. We therefore continue to be in a low-interest rate environment of unprecedented duration. These current economic conditions combined with long-term capital market expectations provided by investment professionals have resulted in this downward adjustment for the assumed rate of investment return. It is important that the return assumption be aligned with realistic expectations of future Trust Fund performance in order to ensure appropriate program funding.

In general, a reduction in the assumed rate of investment return will have the effect of increasing plan liabilities which in turn increase the calculated program contribution. Favorable investment experience of Trust Fund assets in 2020 has offset some of the impact of this assumption change.

**2021 Calculated Contribution and Plan Funding**

The program contribution to be made to the Trust Fund in 2021 has been calculated to be \$20,978. This amount includes reimbursement of fees paid from the Trust Fund during 2020. Please see Exhibit I of the Annual Report for a complete breakdown of how the contribution requirement is calculated.

Despite the change in the assumed rate of investment return, the contribution due in 2021 is consistent with the contribution due in 2020. This is mainly due to favorable investment performance during the year (discussed below).

The Trust Fund's investment return for 2020 was 14.9%, resulting in an investment gain when compared to the rate of return assumption used to value the plan liabilities. The five-year annualized rate of return on Trust Fund investments is 10.1%, exceeding the rate of return assumption. The three-year asset smoothing method defers some of the investment gain over the next two years, helping to reduce volatility in current and future contribution requirements.

**Funded Ratio & Future Contributions**

The funded ratio is 126% as of December 31, 2020, compared to 120% as of December 31, 2019. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The increase in the funded ratio is due to 2020's investment return, which was higher than the assumed rate of return. The funded ratio will naturally fluctuate from year-to-year as the Trust Fund assets move up or down, however, an overall upward trend in this measure is ideal. The Program remains well funded.

**Carmel Ambulance District No. 1 Service Award Program**

**12/31/2020 FACT SHEET**

**Schedule of Funding Progress**

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
12/31/2014	\$605,992	\$565,520	\$0	107%
12/31/2015	\$631,179	\$598,197	\$0	106%
12/31/2016*	\$676,952	\$645,262	\$0	105%
12/31/2017**	\$784,191	\$690,958	\$0	113%
12/31/2018	\$736,747	\$719,389	\$0	102%
12/31/2019	\$880,823	\$734,116	\$0	120%
12/31/2020***	\$987,707	\$786,827	\$0	126%

**Comparison of Costs**

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
12/31/2014	\$48,218	\$48,218	\$0	8/20/2015
12/31/2015	\$46,949	\$46,949	\$0	7/21/2016
12/31/2016*	\$34,332	\$34,332	\$0	7/26/2017
12/31/2017**	\$22,156	\$22,156	\$0	8/8/2018
12/31/2018	\$27,859	\$27,859	\$0	9/10/2019
12/31/2019	\$21,196	\$21,196	\$0	9/25/2020
12/31/2020***	\$20,978	To be determined	To be determined	Due in 2021

**Investment Rate of Return**

2016: 4.9%	2017: 15.7%	2018: -4.2%	2019: 20.9%	2020: 14.9%
5-year Average Rate of Return: 10.1%				

**Program Participant Breakdown**

	<u>As of 12/31/2019</u>	<u>As of 12/31/2020</u>
Entitled participants (post-EA)	11	14
Active participants (pre-EA)	13	16
Inactive participants (pre-EA)	4	3
Terminated vested participants (pre-EA)	27	24
<b>Total</b>	<b>55</b>	<b>57</b>
Pre-EA participants earning service credit	10	14
Post-EA participants earning service credit	2	2
<b>Total</b>	<b>12</b>	<b>16</b>
Non-vested Terminations	1	1

\* The mortality table was updated to the RP2014 Male table, without projection.

\*\* The assumed rate of investment return was lowered from 6.00% to 5.75%.

\*\*\* The assumed rate of investment return was lowered from 5.75% to 5.50%.

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# ANNUAL REPORT

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**TOWN OF CARMEL  
CARMEL FIRE PROTECTION DISTRICT NO. 1  
SERVICE AWARD PROGRAM**

**ACTUARIAL VALUATION  
AS OF JANUARY 1, 2021**

## **PENFLEX, INC.**

SERVICE AWARD PROGRAM SPECIALISTS

50 Century Hill Drive, Suite 3  
Latham, NY 12110

P: (800) 742-1409  
F: (518) 783-6915  
E: [info@penflexinc.com](mailto:info@penflexinc.com)  
W: [www.penflexinc.com](http://www.penflexinc.com)

*Serving your volunteers since 1990*

# CARMEL FIRE PROTECTION DISTRICT NO. 1 SERVICE AWARD PROGRAM

## JANUARY 1, 2021 ANNUAL REPORT COMMENTARY

It is a pleasure to present the January 1, 2021 Annual Report of the Carmel Fire Protection District No. 1 Service Award Program. The following commentary provides a summary of key results from the Annual Report. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

### **Assumption Change – Lowering of the Assumed Rate of Investment Return**

The assumed rate of investment return has been lowered from 5.50% to 5.25% effective with the current Annual Report and is reflected in the 2022 calculated contribution. The assumed rate of investment return represents the long-term (10 to 15 years) expectation for future investment returns on Trust Fund assets. The reduction in the assumed rate has been made in order to reflect the general downward trend that has been observed for equity market expectations over the past five years. In addition, the Federal Reserve has indicated that interest rates will be kept at current low levels for the near future. We therefore continue to be in a low-interest rate environment of unprecedented duration. These current economic conditions combined with long-term capital market expectations provided by investment professionals have resulted in this downward adjustment for the assumed rate of investment return. It is important that the return assumption be aligned with realistic expectations of future Trust Fund performance in order to ensure appropriate program funding.

In general, a reduction in the assumed rate of investment return will have the effect of increasing plan liabilities which in turn increase the calculated program contribution.

### **Calculated Program Contribution and Plan Funding**

The program contribution to be made to the Trust Fund in 2022 is \$162,182. This amount includes reimbursement of fees paid from the Trust Fund during 2020. It also includes a component for funding the \$10,000 minimum death benefit for pre-entitlement age participants. Please see Exhibit I of the Annual Report for a complete breakdown of how the contribution requirement is calculated.

Last year's Annual Report determined \$152,063 to be the program contribution to be made to the Trust Fund in 2021. Please make this contribution as soon as possible if you have not already done so.

The contribution due in 2022 is an increase of about \$10,000 compared to the contribution due in 2021. Most of the increase is due to a sizeable increase in the number of pre-entitlement age active participants from 50 in 2019 to 67 in 2020. The Town made a contribution of \$280,000 in 2020, exceeding the calculated amount of \$167,908. This continued practice of providing additional funding has paid down the unfunded liability ahead of the amortization schedule established for that purpose in 2016. As a result, the contribution is reduced by the amortization payment. Favorable investment performance during the year has also helped to offset some of the increase.

The Trust Fund's investment return for 2020 was 11.8%, resulting in an investment gain when compared to the rate of return assumption used to value the plan liabilities. The five-year annualized rate of return on Trust Fund investments is 7.4%, which exceeds the rate of return assumption. The three-year asset smoothing method defers some of the investment gain over the next two years, helping to reduce volatility in current and future contribution requirements.

The funded ratio is 100% as of January 1, 2021, compared to 93% as of January 1, 2020. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The increase in the funded ratio is due to the program

**Carmel Fire Protection District No. 1 Service Award Program  
1/1/2021 FACT SHEET**

**Schedule of Funding Progress**

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
1/1/2017 *	\$2,111,081	\$2,830,534	\$719,453	75%
1/1/2018	\$2,395,786	\$2,942,551	\$546,765	81%
1/1/2019	\$2,330,515	\$3,019,005	\$688,489	77%
1/1/2020	\$2,873,672	\$3,087,768	\$214,096	93%
1/1/2021**	\$3,277,874	\$3,286,422	\$8,548	100%

**Comparison of Costs**

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2017 *	\$191,357	\$260,000	\$68,643	9/12/2018
1/1/2018	\$175,669	\$280,000	\$104,331	10/3/2019
1/1/2019	\$167,908	\$280,000	\$112,092	9/22/2020
1/1/2020	\$152,063	To be determined	To be determined	Due in 2021
1/1/2021**	\$162,182	To be determined	To be determined	Due in 2022

**Investment Rate of Return**

2016: 4.1%	2017: 10.7%	2018: -6.6%	2019: 19.0%	2020: 11.8%
5-year Average Rate of Return: 7.4%				

**Program Participant Breakdown**

	<u>As of 1/1/2020</u>	<u>As of 1/1/2021</u>
Entitled participants (post-EA)	44	47
Active participants (pre-EA)	50	67
Inactive participants (pre-EA)	18	6
Terminated vested participants (pre-EA)	27	26
<b>Total</b>	<b>139</b>	<b>146</b>
Pre-EA participants earning service credit	37	66
Post-EA participants earning service credit	21	26
<b>Total</b>	<b>58</b>	<b>92</b>
Non-vested terminations	6	3

\* The mortality rates were changed to the RP2014 Male Mortality Table.

\*\* The assumed rate of investment return was lowered from 5.50% to 5.25%.

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# ANNUAL REPORT

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**TOWN OF CARMEL  
CARMEL FIRE PROTECTION DISTRICT NO. 2  
SERVICE AWARD PROGRAM**

**ACTUARIAL VALUATION  
AS OF JANUARY 1, 2021**

## **PENFLEX, INC.**

SERVICE AWARD PROGRAM SPECIALISTS

50 Century Hill Drive, Suite 3  
Latham, NY 12110

P: (800) 742-1409  
F: (518) 783-6915  
E: [info@penflexinc.com](mailto:info@penflexinc.com)  
W: [www.penflexinc.com](http://www.penflexinc.com)

*Serving your volunteers since 1990*

## CARMEL FIRE PROTECTION DISTRICT NO. 2 SERVICE AWARD PROGRAM

### JANUARY 1, 2021 ANNUAL REPORT COMMENTARY

It is a pleasure to present the January 1, 2021 Annual Report of the Carmel Fire Protection District No. 2 Service Award Program. The following commentary provides a summary of key results from the Annual Report. Please refer to the full set of corresponding Annual Report exhibits for Program cost calculation details.

#### **Assumption Change – Lowering of the Assumed Rate of Investment Return**

The assumed rate of investment return has been lowered from 5.50% to 5.25% effective with the current Annual Report and is reflected in the 2022 calculated contribution. The assumed rate of investment return represents the long-term (10 to 15 years) expectation for future investment returns on Trust Fund assets. The reduction in the assumed rate has been made in order to reflect the general downward trend that has been observed for equity market expectations over the past five years. In addition, the Federal Reserve has indicated that interest rates will be kept at current low levels for the near future. We therefore continue to be in a low-interest rate environment of unprecedented duration. These current economic conditions combined with long-term capital market expectations provided by investment professionals have resulted in this downward adjustment for the assumed rate of investment return. It is important that the return assumption be aligned with realistic expectations of future Trust Fund performance in order to ensure appropriate program funding.

In general, a reduction in the assumed rate of investment return will have the effect of increasing plan liabilities which in turn increase the calculated program contribution.

#### **Calculated Program Contribution and Plan Funding**

The program contribution to be made to the Trust Fund in 2022 is \$161,036. This amount includes reimbursement of fees paid from the Trust Fund during 2020. It also includes a component for funding the \$10,000 minimum death benefit for pre-entitlement age participants. Please see Exhibit I of the Annual Report for a complete breakdown of how the contribution requirement is calculated.

Last year's Annual Report determined \$166,606 to be the program contribution to be made to the Trust Fund in 2021. Please make this contribution as soon as possible, if you have not already done so.

The contribution due in 2022 is a decrease of about \$5,500 compared to the contribution due in 2021. The Town made a contribution of \$295,000 in 2020, exceeding the calculated amount of \$180,651. This continued practice of providing additional funding has paid down the unfunded liability ahead of the amortization schedule established for that purpose in 2016. As a result, the contribution is reduced by the amortization payment. Favorable investment performance during the year has also helped to lower the contribution.

The Trust Fund's investment return for 2020 was 11.8%, resulting in an investment gain when compared to the rate of return assumption used to value the plan liabilities. The five-year annualized rate of return on Trust Fund investments is 7.4%, which exceeds the rate of return assumption. The three-year asset smoothing method defers some of the investment gain over the next two years, helping to reduce volatility in current and future contribution requirements.

The funded ratio is 104% as of January 1, 2021, compared to 98% as of January 1, 2020. This ratio of the Trust Fund assets to the actuarial accrued liability measures the progress in funding the service awards that have been promised. The increase in the funded ratio is due to the program

**Carmel Fire Protection District No. 2 Service Award Program  
1/1/2021 FACT SHEET**

**Schedule of Funding Progress**

<u>Actuarial Valuation Date</u>	<u>Net Program Assets (A)</u>	<u>Actuarial Accrued Liability (B)</u>	<u>Unfunded Liability (B) - (A)</u>	<u>Funded Ratio (A) ÷ (B)</u>
1/1/2017 *	\$2,713,436	\$3,367,011	\$653,575	81%
1/1/2018	\$3,046,529	\$3,462,057	\$415,528	88%
1/1/2019	\$2,939,988	\$3,570,923	\$630,935	82%
1/1/2020	\$3,584,671	\$3,661,273	\$76,602	98%
1/1/2021**	\$4,086,739	\$3,936,774	\$0	104%

**Comparison of Costs**

<u>Actuarial Valuation Date</u>	<u>Calculated Contribution (C)</u>	<u>Sponsor Contribution (D)</u>	<u>Excess/(Deficit) Contribution (D) - (C)</u>	<u>Date(s) of Contribution</u>
1/1/2017 *	\$181,473	\$275,000	\$93,527	9/12/2018
1/1/2018	\$179,106	\$295,000	\$115,894	10/3/2019
1/1/2019	\$180,651	\$295,000	\$114,349	9/22/2020
1/1/2020	\$166,606	To be determined	To be determined	Due in 2021
1/1/2021**	\$161,036	To be determined	To be determined	Due in 2022

**Investment Rate of Return**

2016: 4.1%	2017: 10.7%	2018: -6.6%	2019: 19.0%	2020: 11.8%
5-year Average Rate of Return: 7.4%				

**Program Participant Breakdown**

	<u>As of 1/1/2020</u>	<u>As of 1/1/2021</u>
Entitled participants (post-EA)	45	46
Active participants (pre-EA)	73	80
Inactive participants (pre-EA)	26	16
Terminated vested participants (pre-EA)	39	40
<b>Total</b>	<b>183</b>	<b>182</b>
Pre-EA participants earning service credit	47	79
Post-EA participants earning service credit	19	23
<b>Total</b>	<b>66</b>	<b>102</b>
Non-vested terminations	3	7

\* The mortality rates were changed to the RP2014 Male Mortality Table.

\*\* The assumed rate of investment return was lowered from 5.50% to 5.25%.

EXHIBIT "B"

**Emergency Justification Form  
Town of Carmel Procurement Policy**

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**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

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Department: Town of Carmel Highway Department

Vendor names: Carmel WinWater, vendor # 0879

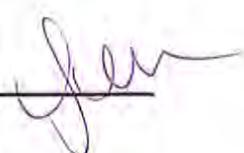
Nature of emergency: Drainage Pipe Shortages – purchase outside of bid-award

Estimated cost: \$15,500, and any future purchases

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:  

**Original Invoice**

Realt to:

CARMEL WINWATER WORKS CO.  
86 FAIR STREET  
P O BOX 550  
CARMEL, NY 10512-0550

Page	Date Printed	Invoice No.
1	8/24/21	136111 01

To Reorder Contact Us At  
Phone No. : (845) 228-4086  
Fax No .. : (845) 228-4098 DB# 17

Sold to:

TOWN OF CARMEL HIGHWAY DEPT  
55 MCALPIN AVE  
MAHOPAC, NY 10541-2344

Ship To:

TOWN OF CARMEL HIGHWAY DEPT  
86 Fair St  
Carmel, NY 10512-1305  
CARMEL

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
00017-001275	AUGUST 2021	010-MICHAEL CESARE	Stock	PICK UP	8/24/21

NON STOCK/SPECIAL ORDER MATERIAL IS NON RETURNABLE

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1,000	FT	12850020DW 12 DWALL F2648 PIPE 12X20 SOLID N-12 ST-IB ASTM	1,000		10.5000		.00	10,500.00	N
400	FT	15850020DW 15 DWALL F2648 PIPE 15X20 SOLID N-12 ST-IB ASTM	400		12.5000		.00	5,000.00	N

**Any sales tax adjustments must be made within 30 days of invoice**

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.  
2% 10 DAYS, NET 30  
If Paid By 9/03/21 You May Deduct 310.00  
Pay full balance by 9/23/21

Tax Area ID:	Net Sales	15,500.00
NY - 330790000	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	<b>15,500.00</b>

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (845) 228-4086.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at [www.winsupplyinc.com/tc-sale](http://www.winsupplyinc.com/tc-sale).

**9/16/2021 Work Session Agenda Item #3**

**Michael Budzinski, PE**  
Director



**MaryEllen Odell**  
County Executive

**PUTNAM COUNTY OFFICE OF CONSUMER AFFAIRS**  
Weights and Measures/Trades Licensing and Registration  
110 Old Route 6- Building #3, Carmel, NY 10512  
(845) 808-1617

**Memo to:** Kenneth Schmitt, Supervisor, Town of Carmel ✓  
Maureen Fleming, Supervisor, Town of Kent  
Richard Williams, Supervisor, Town of Patterson  
Richard Shea, Supervisor, Town of Philipstown  
Tony Hay, Supervisor, Town of Southeast

**From:** Michael Budzinski, PE, Director

A handwritten signature in black ink, appearing to read "Michael Budzinski", is written over the "From:" line.

**RE:** Inter-municipal Agreement for Shared Electrical Inspections with local municipalities

**Date:** September 1, 2021

Attached for your review and approval is a proposed inter-municipal agreement for electrical inspections which is the same content as the previously approved agreement between the County and Towns. The proposed agreement shall continue until December 31, 2026. If you have any questions regarding the agreement, please contact Ms. Anna Diaz, Senior Deputy County Attorney at 845-808-1150 ext 49413. Please provide your approval and/or comments to this office as soon as possible.

Enc: IMA for Electrical Inspections



Contract # \_\_\_\_\_

**INTERMUNICIPAL AGREEMENT**  
**between**  
**THE COUNTY OF PUTNAM**  
**and**  
**THE TOWN OF CARMEL**

THIS AGREEMENT, made by and between **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through its Office of Consumer Affairs, and **THE TOWN OF CARMEL**, a municipal corporation of the State of New York, having an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541 (both respectively hereinafter referred to individually as the "Party" and collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, the TOWN OF CARMEL (hereinafter referred to as the "TOWN") and the COUNTY OF PUTNAM (hereinafter referred to as the "COUNTY") desire to enter into an Inter-Municipal Agreement (hereinafter the "Agreement") made pursuant to Article 5-G, *et seq.*, of New York State's General Municipal Law, and in conformance with other and applicable statutory mandate and related rules and regulations, as more fully described herein; and

WHEREAS, the COUNTY and the TOWN hereto acknowledge there is a critical need to utilize every means available to provide the maximum services in the most cost-effective manner and at the least possible cost to the local taxpayers, and each Party acknowledges that flexibility in operating local governments through shared services and resources is necessary to insure efficiency and maximum benefits to the local taxpayers which will result in efficient and cost effective work performance to the Parties is in the best interests of the local taxpayers; and

WHEREAS, pursuant to New York Executive Law §381(2), any local government may enter into an agreement with the county in which such local government is situated in order to authorize the county to administer and enforce the uniform code, the state energy conservation construction code, or both, within such local government; and

WHEREAS, the COUNTY has entered into a contract with an electrical inspection consultant (hereinafter referred to as the "inspector") to perform electrical inspections, re-inspections or altered electrical wiring (collectively referred to as "electrical inspections") in accordance with the standards of the National Electrical Code, New York State Uniform Fire Prevention Code, New York State Building Code, and all other applicable national, state and local regulations, ordinance and codes for residential and commercial properties located within Putnam County, including those properties located within the TOWN; and

WHEREAS, the TOWN wishes to authorize the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN; and

WHEREAS, the COUNTY and the TOWN agree that taxpayer monies will be saved and that such an agreement is in the best interests of the Parties hereto to enter into this Agreement.

NOW, in consideration of the terms and conditions contained herein, it is mutually agreed as follows:

1. The Parties acknowledge and agree that in the performance of the terms contained herein the greatest benefits will be derived by promoting the interests of the Parties hereto and each of the Parties do, therefore, enter into this Agreement with the intention of reasonably cooperating with the other in carrying out the terms of this Agreement in such manner as will thus promote the interest of rendering the highest service to the public, particularly the local taxpayers, in accordance with

the provisions of this Agreement.

2. It is specifically understood and agreed by the Parties hereto that the sharing of such services is done on a voluntary, not mandatory, basis and that in no event shall the COUNTY be liable to the TOWN for damages due to interruptions in such services or due to the actions/inactions of the inspector.
3. COUNTY has entered into a contract with a qualified, experienced inspector to perform electrical inspections for commercial and residential properties located within Putnam County, including those properties located within the TOWN.
4. The TOWN hereby authorizes the COUNTY, through its inspector and at no cost to the TOWN, to administer electrical inspections within the TOWN. Such services shall include the following:
  - a. The inspector will provide electrical inspections services for commercial and residential inspections on new construction and remodeling projects.
  - b. The inspector will be available during normal work hours to schedule and perform inspections and provide guidance for electricians.
  - c. The inspector will provide open wall and trench inspections prior to the installation of finish surfaces or final grading.
  - d. The inspector will issue a Certificate of Compliance to applicants and the authority having jurisdiction for a period of one (1) year from the date of issue.
  - e. The inspections performed will be completed through a permit

issued by the COUNTY and the results of the inspections will be submitted to the COUNTY. The COUNTY will thereafter provide a copy of such inspection report to the electrician.

- f. The inspector will mark inspections sites through commonly accepted industry practices.
  - g. The inspector will provide all necessary transportation and all of his or her own equipment and will be responsible for all associated costs.
  - h. The inspector will issue all necessary permit applications and certificates of compliance.
5. The term of this Agreement will commence upon full execution of this Agreement and shall continue until December 31, 2026, unless modified or terminated by either Party in writing upon thirty (30) days' notice, with or without cause.
6. In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements", attached hereto and made a part of this Agreement, the TOWN agrees to, to the fullest extent permitted by law, to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless against damages, costs, or liabilities arising out of or related to or in connection with or arising directly out of the negligent performance of this Agreement by the TOWN, unless the liability was created by the sole and exclusive negligence of the COUNTY. TOWN further agrees to be solely responsible for the costs of defense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

7. The TOWN agrees not to hold itself out as an agency, department or office of the COUNTY, nor shall any of the TOWN's officers, employees or agents make any claim against the COUNTY as an officer or employee thereof for such benefit as workers compensation coverage; unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of the COUNTY.
8. Any and all notices shall be addressed as follows, or to such other address as may thereafter be designated in writing by either Party hereto, and shall be effective on the date of mailing:

TO the COUNTY: County Attorney  
48 Gleneida Avenue  
Carmel, New York 10512

Putnam County Consumer Affairs  
110 Old Route 6, Building 3  
Carmel, New York 10512

TO the TOWN: Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

9. This Agreement and its attachment(s) constitute the complete understanding of the Parties. No modification of any provisions thereof shall be valid unless in writing and signed by both Parties.
10. This Agreement is governed by the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.
11. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or

in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

12. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement. Moreover, 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. This Agreement shall not be deemed effective until fully executed by the Parties hereto, the required COUNTY signatories and the County Executive.
13. The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Carmel, New York on the date hereinabove set forth.

**READ & APPROVED:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Jennifer S. Bumgarner  
County Attorney

\_\_\_\_\_  
Date: \_\_\_\_\_  
Mat Bruno Sr.  
Risk Manager

\_\_\_\_\_  
Date: \_\_\_\_\_  
William J. Carlin, Jr.  
Commissioner of Finance

**THE COUNTY OF PUTNAM:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
MaryEllen Odell  
County Executive

**THE TOWN OF CARMEL**  
60 McAlpin Avenue  
Mahopac, New York 10541

\_\_\_\_\_  
Date: \_\_\_\_\_  
Kenneth Schmitt, Town Supervisor



SCHEDULE A

**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.