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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Michael Cazzari on the 1<sup>st</sup> day of June 2022 at 7:06 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Baranowski, Councilman Lombardi, Councilwoman McDonough, Councilman Schanil, and Supervisor Cazzari.

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

## PUBLIC COMMENTS

Erin Crowley commented on the poor condition of the tennis courts at Sycamore Park. She questioned what is going to be done to rectify the subpar work performed by the contractor only within the last two years or so, and at a great cost to the Town.

Supervisor Cazzari explained that the contractor who performed the work has agreed to fully redo the courts. When completed, they will be paid half of the 5% retainage currently being held by the Town in connection with the project. If after a year the courts hold up, the contractor will be paid the remaining half of the retainage.

Ms. Crowley inquired about a timeline for the work.

Councilwoman McDonough responded that she would follow up with Recreation and Parks Director James Gilchrist and report back.

## ENTRY INTO AGREEMENT WITH COUNTY OF PUTNAM AUTHORIZED - SPECIAL PATROL OFFICERS - COMMENCING 4/1/2022 AND EXPIRING 3/31/2023

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 Mary Ann Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization.

Resolution			
Offered by:	Councilm	an Lombaro	di
Seconded by:	Councilm		
-			
Roll Call Vote		YES	NO
Stephen Baran	owski	X	
Frank Lombard	li	X	
Suzanne McDo	onough	X	
Robert Schanil	_	X	
Michael Cazza	ri	X	

#### Contract #2022098

#### 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

(Cont.)

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:

<u>FIRST:</u> 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:

- 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:

1.

- 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 (30<sup>th</sup>) 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

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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.

<u>THIRD:</u> 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.

<u>SEVENTH</u>: 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

#### (Cont.)

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.

<u>EIGHTH:</u> Except as otherwise contemplated herein, neither party shall assign or subcontract 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.

<u>NINTH:</u> 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

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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.

<u>TENTH</u>: 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.

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<u>ELEVENTH</u>: 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

<u>TWELFTH:</u> 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.

(Cont.)

<u>THIRTEENTH</u>: 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.

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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.

<u>FIFTEENTH</u>: 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.

<u>SIXTEENTH</u>: 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".

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

Date TOWN OF CARMEL 60 McAlpin Avenue Mahopac, New York 10541

By: \_

Please Print Name & Title

#### ACKNOWLEDGMENT OF THE TOWN:

STATE OF NEW YORK

COUNTY OF PUTNAM

, 2022 before me personally appeared On this \_ day of personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as of and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

) ss.:

Notary Public

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## 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.

<u>TYPICAL WORK ACTIVITIES</u>: (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.

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(Cont.)

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 <u>CHARACTERISTICS</u>: 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

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(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:

SPECIAL PATROL OFFICER

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.

3/02; 5/09; 4/13; 4/16

#### Competitive Class

- 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 case 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:
  - 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.

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He may use deadly physical force only when he reasonably believes it necessary to prevent death or serious physical injury.

- 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. Đ.
- 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: Ε.
  - 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 1.
  - The treatment is administered in an emergency when the physician reasonably believes that no one 2.

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#### 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 permitee 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: <u>Compensation Insurance</u> This is statutorily required and is required for all A. Workers' 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

(Cont.)

- 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.

#### Ε.

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.
- Any and all deductibles in the above described insurance policies shall be assumed by and 4. be for the account of, and at the risk of the contractor.

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2022

INED SINGLE LIMIT

BODILY INJURY (Per person)

BODILY INJURY (P

EACH OCCURRENCE

PROPERTY D (Par accident)

AGGREGATE

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\$ 20,000,000

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	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 liev of such endorsement(s).  Rooucer  Rooucer Rooucer  Rooucer  Roou										
NAMEI											
	Brown & Brown of New York, Inc. PHONE (AG, No): (845) 628-4500 (AG, No): (845) 628-1804					28-1804					
625	Route 6					E-MAIL ADDRE	ss; Theresa I	DeBara@bbrov	n.com		
							IN	SURER(S) AFFOR	DING COVERAGE		NAIC #
Mah	opac				NY 10541					20690	
NSU	RED					INSURE	RB:				
	Town Of Carmel				INSURER C -						
80 MoAlpin Avenue Insurer D :											
	INSURER E:										
	Mahopac				NY 10541	INSURE	RF;				
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OFFICER/MEMBER EXCLUDED?	<b>^</b>		E.L. DISEASE - EA EMPLOYEE	\$			
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT	s			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (A	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 Hell for the period 4/1/22-3/1/23. 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		CANCELLATION					
County of Pulnam		CANCELLATION SHOULD ANY OF THE ABOVE DI THE EXPIRATION DATE THEREC ACCORDANCE WITH THE POLIC	F, NOTICE WILL BE DELIVE				
County of Pulnam Attn: Law Dept/Risk Manager		SHOULD ANY OF THE ABOVE DI THE EXPIRATION DATE THEREO	F, NOTICE WILL BE DELIVE				
County of Pulnam	NY 10512	SHOULD ANY OF THE ABOVE DI THE EXPIRATION DATE THEREC ACCORDANCE WITH THE POLIC	F, NOTICE WILL BE DELIVE				

ACORD 25 (2016/03)

The ACORO name and logo are registered marks of ACORD



#### NEW YORK MUNICIPAL INSURANCE RECIPROCAL Insuring Our Own Pature.

Named Insured Town of Carmel		Endorsement Number
		2
Policy Number	Policy Period	Effective Date of Endorsement
MPLTCAR001	04/01/2022 - 04/01/2023	04/01/2022

#### 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.

2 OPL Authorized Representative

#### (Cont.)



NEW YORK MUNICIPAL INSURANCE RECIPROCAL Insuring Our Own Future.

 Named Insured
 Endorsement Number

 Town of Carmel
 4

 Policy Number
 Folicy Period

 MCATCAR001
 04/01/2022 - 04/01/2023

 Issued by (Name of Insurance Company)
 04/01/2022

 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 wiath 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.

OP.

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: Seconded by:	Councilma Councilma			
Roll Call Vote		YES	NO	
Robert Schanil		X		
Michael Barile		X		
Frank Lombardi		X		
Suzannie McDo	nough			Absent
Kenneth Schmit		Х		r

S E L 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 17<sup>th</sup> day of *March*, 2021; and of the whole thereof.

<u>March 18, 2021</u> Dated Ann Spolford, Town Clerk

(Cont.)

#### 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 permitee 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.

<u>Before commencement</u> 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 <u>thirty (30) days</u> 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. <u>Workers' Compensation Insurance</u> 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 <u>C105.2</u> form, SI 12 form, form or U-26.3 all of these forms are available through your carrier.
- B. <u>Commercial General Liability</u> 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. <u>Commercial Automobile Liability</u> 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.

(Cont.)

#### 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.

#### ENVIRONMENTAL CONSERVATION BOARD RE-APPOINTMENT MADE - NICOLE SEDRAN - COMMENCING 6/14/2022 AND EXPIRING ON 6/13/2025

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 reappoint her to a new term,

NOW, THEREFORE, BE IT RESOLVED that Nicole Sedran is hereby reappointed 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:	Councilman Schanil				
Seconded by:	Councilwoman McDonough				
Roll Call Vote		YES	NO		
	I.:				

Stephen Baranowski	X	
Frank Lombardi	X	
Suzanne McDonough	X	
Robert Schanil	X	
Michael Cazzari	X	

## IMPROVEMENTS AT SYCAMORE PARK AUTHORIZED - PROPOSED GIRL SCOUT SILVER AWARD PROJECT OF LUCY HERNANDEZ

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:	Supervisor Cazzari
Seconded by:	Councilman Lombardi and Councilwoman McDonough
Dell Cell Vete	

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

## POLICE DEPARTMENT - APPLICATION FOR TUITION REIMBURSEMENT APPROVED - SERGEANT SANDY CRECCO

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:	Councilwoman McDonough
Seconded by:	Councilman Baranowski

Roll Call Vote	YES	NO
Stephen Baranowski	Х	
Frank Lombardi	X	
Suzanne McDonough	X	
Robert Schanil	X	
Michael Cazzari	Х	

## PUTNAM COUNTY FIRE AND EMS MUTUAL AID PLAN - ADOPTED

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:

Councilman Baranowski

Seconded by: Councilwoman McDonough and Councilman Lombardi

Roll Call Vote	YES	NO
Stephen Baranowski	X	
Frank Lombardi	Х	
Suzanne McDonough	Х	
Robert Schanil	Х	
Michael Cazzari	Х	

## CONSTRUCTION OF DRAINAGE IMPROVEMENTS THROUGHOUT AND IN AND FOR THE TOWN OF CARMEL AT A MAXIMUM ESTIMATED COST OF \$200,000 AND ISSUANCE OF \$200,000 BONDS TO PAY THE COST THEREOF - AUTHORIZED SUBJECT TO PERMISSIVE REFERENDUM - SUMMARIZED AND OFFERED AS PRE-FILED

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:

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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.

<u>Section 5.</u> 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.

<u>Section 6.</u> 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.

<u>Section 7.</u> 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.

<u>Section 8.</u> 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.

<u>Section 9.</u> 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.

ResolutionOffered by:Councilman LombardiSeconded by:Councilwoman McDonough

Roll Call Vote	YES	NO
Stephen Baranowski	Х	
Frank Lombardi	Х	
Suzanne McDonough	Х	
Robert Schanil	Х	
Michael Cazzari	Х	

## ISSUANCE OF \$750,000 BONDS OF THE TOWN OF CARMEL TO PAY THE COST OF ROAD RECONSTRUCTION AND RESURFACING THROUGHOUT AND IN AND FOR SAID TOWN - AUTHORIZED SUBJECT TO PERMISSIVE REFERENDUM -SUMMARIZED AND OFFERED AS PRE-FILED

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:

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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.

<u>Section 7.</u> 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.

<u>Section 8.</u> 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.

<u>Section 9.</u> 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:	Councilman Schanil		
Seconded by:	Councilman Lombardi		
Roll Call Vote		YES	NO
Stephen Baran	owski	X	
Frank Lombard	li	X	
Suzanne McDo	onough	X	
<b>Robert Schanil</b>		X	
Michael Cazza	ri	X	

## BUILDING DEPARTMENT - PAYMENT AUTHORIZED FOR SOFTWARE LICENSING AGREEMENT AND SERVICES - ICC COMMUNITY DEVELOPMENT SOLUTIONS

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 Municity software applications; and

WHEREAS, the Town Board has been advised that the rights to the Municity 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:	Supervisor Cazzari		
Seconded by:	Councilwoman McDonough and Councilman Lombardi		
Roll Call Vote	YES NO		
Stophon Baran			

Stephen Baranowski	Х	
Frank Lombardi	X	
Suzanne McDonough	X	
Robert Schanil	X	
Michael Cazzari	Х	

## **COMMENTS/ANNOUNCEMENTS**

Supervisor Cazzari announced that the Town of Carmel in partnership with the Town of Kent will be holding an E-Waste Drop-Off Day for residents on June 11, 2022 from 9:00 a.m. to 12:00 p.m. at the Kent Town Hall. Further information is available on the Town's website.

Supervisor Cazzari reflected on the recent Memorial Day service in the hamlet of Carmel and the Memorial Day parade in the hamlet of Mahopac. He acknowledged all those who participated in the events.

Councilman Lombardi announced that the Greater Mahopac-Carmel Chamber of Commerce will be hosting their annual Carmel Spring Fair on June 4, 2022 from 12:00 noon to 4:00 p.m. on Route 52 from Fair Street to Vink Drive. There will be over forty vendors and several food trucks.

Councilman Schanil announced that the 2022 Relay for Life event to raise money for the American Cancer Society, celebrate survivorship, and remember those who have lost their lives to cancer, will be held at the Mahopac High School on June 4, 2022 from 11:00 a.m. to 11:00 p.m.

Councilman Baranowski announced that the Mahopac Public Library will be holding their annual Board of Trustees election and operating budget vote, as well as a vote on a bond referendum in connection with necessary building repairs on June 7, 2022 from 7:00 a.m. to 9:00 p.m. at the library. He encouraged residents in the Mahopac Central School District to go out that day and vote.

## **ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough and Councilman Schanil, with all Town Board members present and in agreement, the meeting was adjourned at 7:21 p.m. to Executive Session to discuss personnel.

Respectfully submitted,

Ann Spofford, Town Clerk