

**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 3rd day of May 2023 at 7:02 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. A moment of silence was held to honor those serving in the United States Armed Forces and our local first responders, as well as in remembrance of Police Captain Tom Sullivan and members of his family tragically killed in a house fire in Carmel eleven years ago this week.

PUBLIC COMMENTS

Rubia Valente, Random Ridge Subdivision resident and Homeowners Association president, referenced the forthcoming resolution in regard to calling the performance bond posted for the Random Ridge Subdivision, and urged the members of the Town Board to vote in favor of it. Ms. Valente stated that upon moving into their homes, it was the residents' understanding that the roads in the subdivision would be dedicated to the Town. However, it came to their attention that the developer did not build the roads to Town specifications and they were advised by the Town Engineer that the roads may not be dedicated. Ms. Valente questioned if the Town Board voted to call the bond, what would need to be done to remedy the roads so that they could be accepted and dedicated.

A second resident from the Random Ridge Subdivision echoed Ms. Valente's comments in support of calling the bond and seeking the Town Board's assistance.

**PUBLIC HEARING HELD PURSUANT TO NEW YORK EMINENT DOMAIN
PROCEDURE LAW - CARMEL WATER DISTRICT #2 - ACQUISITION OF REAL
PROPERTY AND IMPROVEMENTS LOCATED AT 1760 ROUTE SIX - TAX MAP NO.
55.6 BLOCK 1 LOT 31**

With no one present in objection, reading of the following Notice of Public Hearing as published in the Town's official newspaper was waived. Copies of the notice were made available to the public.

NOTICE OF PUBLIC HEARING UNDER THE EMINENT DOMAIN PROCEDURE LAW IN REGARD TO THE DESIGN, PLACEMENT AND CONSTRUCTION OF A NEW WATER TREATMENT PLANT FACILITY FOR CARMEL WATER DISTRICT #2
NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel pursuant to New York Eminent Domain Procedure Law Article 2, §202 will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, May 3, 2023 at 7:00 p.m. or as soon thereafter that evening as possible for discussion and consideration of the acquisition by Carmel Water District #2, pursuant NY Eminent Domain Procedure Law, the real property and improvements located at 1760 Route Six in the Town of Carmel, also known and designated as Town of Carmel Tax Map No. 55.6 Block 1 Lot 31 for the design, placement and construction of a new water treatment plant facility for Carmel Water District #2, and whether such proposed acquisition is in furtherance of the public purposes of providing and constructing a new water treatment plant facility for Carmel Water District #2 and the residents and users located within such district. At said Public Hearing, all interested persons will be given the opportunity to express their views concerning the economic and social effects of the action, its impacts on the environment and its consistency with the goals and objectives established by the community. The proceedings will be recorded. Persons may make oral statements and/or file written statements. Written statements submitted at the hearing or mailed to the Town Clerk no later than May 10, 2023 will be made part of the record. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk. Those property owners who may subsequently wish to challenge condemnation of the their property via judicial review may do so only on the basis of issues, facts, and objections raised at the hearing (EDPL§ 202(C)(2)). Each individual assessment record billing owner (property owner) or his or her attorney of record whose property may be acquired shall note that, under EDPL § 207(A), a petition to seek judicial review of the condemner's determination and findings must be filed within 30 days after the condemner's completion of its publication of its determination and findings. Further, the exclusive venue for judicial review of the condemner's determination and findings is the appellate division of the Supreme Court of the State of New York, County of Putnam. By Order of the Town Board of the Town of Carmel Ann Spofford, Town Clerk 0005662898

(Cont.)

Supervisor Cazzari opened the Public Hearing for public comment at 7:06 p.m. Nine people were present.

With no one wishing to be heard on the subject of the Public Hearing, at 7:07 p.m. a motion was offered by Councilman Lombardi to hold the Public Hearing open for the purpose of receiving any written or emailed submissions no later than May 10, 2023. The motion was seconded by Councilman Baranowski and Councilman Schanil, and with all members of the Town Board voting in favor, adopted.

Town Attorney Gregory Folchetti stated that on May 17, 2023, the Town Board can consider adopting the findings in accordance with the public purpose for the acquisition of the property, and upon publication of the findings, the Town Board can proceed with the acquisition.

MINUTES OF TOWN BOARD MEETING HELD ON 4/5/2023 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Schanil, seconded by Councilman Lombardi, Councilwoman McDonough and Councilman Baranowski, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meeting held on April 5th, 2023 were accepted as submitted by the Town Clerk.

RETURN OF BOND AUTHORIZED - PULTE HOMES OF NEW YORK, INC. LOT 4 - TM #55.14-1-11.2 - \$839,220.90

WHEREAS application has been made by Pulte Homes of New York, Inc. for return of a bond posted in accordance with the Land Subdivision and/or Zoning Regulations for the Carmel Centre Senior Housing, Terrace Drive, Tax Map #55.14-1-11.2 Lot 4; and

WHEREAS said application had been previously reviewed by the Town Engineer and return of the bond has been previously recommended and approved by the Planning Board;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the return of the aforementioned bond posted for Pulte Homes of New York, Inc., the Carmel Centre Senior Housing, Lot 4, Hartford Fire Insurance Co. Bond No. 59BSBEA8754, in the amount of \$839,220.90.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Schanil

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

RETURN OF BOND AUTHORIZED - PULTE HOMES OF NEW YORK, INC. LOT 5 - TM #55.14-1-11.3 - \$872,660.75

WHEREAS application has been made by Pulte Homes of New York, Inc. for return of a subdivision bond posted in accordance with the Land Subdivision and/or Zoning Regulations for the Carmel Centre Senior Housing, Terrace Drive, Tax Map #55.14-1-11.3 Lot 5; and

(Cont.)

WHEREAS said application had been previously reviewed by the Town Engineer and return of the bond has been previously recommended and approved by the Planning Board;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the return of the aforementioned bond posted for Pulte Homes of New York, Inc., the Carmel Centre Senior Housing, Lot 5, Hartford Fire Insurance Co. Bond No. 59BSBEA8753, in the amount of \$872,660.75.

Resolution

Offered by: Councilman Schanil
Seconded by: Councilman Lombardi

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

BOND REDUCTION AUTHORIZED - JOE ZAKON - D/B/A 14 NICOLE WAY LLC - TM #65.6-1-22

WHEREAS application has been made by Joe Zakon, d/b/a 14 Nicole Way LLC, Mahopac, NY for reduction of a bond posted in accordance with the Land Subdivision and/or Zoning Regulations for 14 Nicole Way, Mahopac, NY, Tax Map #65.6-1-22; and

WHEREAS said application had been previously reviewed by the Town Engineer and reduction of the bond has been previously recommended and approved by the Planning Board;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the reduction of the aforementioned bond posted for Joe Zakon d/b/a 14 Nicole Way LLC, The Ohio Casualty Insurance Company Bond No. 41K234422 to the amount of \$98,000.00; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to accept substitution of collateral in the form or replacement surety bond or cash bond in the amount authorized herein.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Baranowski

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

HIGHWAY DEPARTMENT - CERTAIN EQUIPMENT DECLARED OBSOLETE AND DISPOSAL AUTHORIZED - 2006 CHEVY SILVERADO UTILITY

RESOLVED, that the Town Board of the Town of Carmel, per the recommendation of Highway Superintendent Michael Simone in his memo dated April 11, 2023, hereby declares Truck #12 - 2006 Chevy Silverado Utility, VIN 57095 to be obsolete and authorizes disposal in accordance with Town Law, including but not limited to Town Law §64(2-a).

(Cont.)

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Baranowski

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

FILING OF ANNUAL MS4 STORMWATER REPORT - AUTHORIZED

WHEREAS the Town Board has been presented with a draft semi-annual MS4 Stormwater Report prepared by the Town of Carmel Engineering Department; and

WHEREAS opportunity for public comment on the draft annual MS4 report is being provided by the Town Board;

NOW, THEREFORE, BE IT RESOLVED that upon the conclusion of the thirty-day comment period and the consideration of any comments submitted in connection therewith, Town Supervisor Michael Cazzari is hereby authorized to sign and file said report as drafted by Town Engineer Richard J. Franzetti, P.E.

Resolution
Offered by: Councilman Baranowski
Seconded by: Councilwoman McDonough

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

ADDITIONS AND DELETIONS TO THE ACTIVE LIST OF THE MAHOPAC VOLUNTEER FIRE DEPARTMENT - AUTHORIZED

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

Cody Whitten, Mahopac, NY

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of the following name from the active list of the Mahopac Volunteer Fire Department:

Tyler Paustian

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough and Councilman Schanil

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

RESOLUTION FROM 9/7/2022 AMENDED - PURCHASE OF PLAYGROUND EQUIPMENT AT AIRPORT PARK UNDER NY STATE CONTRACT AUTHORIZED - PLAYWORLD SYSTEMS, INC. - NOT TO EXCEED \$115,722.00

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Director of Recreation and Parks, James Gilchrist in his memo dated August 4, 2022 accepts the proposal of Playworld Systems, Inc., Lewisburg, PA under, NY State Contract #PC67836 for the purchase of playground equipment for Town of Carmel Airport Park at a cost not to exceed \$115,722.00 per the bid list quotation dated June 24, 2022; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form as approved by the Town Counsel, the Town Supervisor, Michael Cazzari is authorized to sign said proposal, in general form and substance for such purchases which is currently on file in the office of the Town Supervisor, 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: Councilman Schanil
Seconded by: Councilwoman McDonough

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

PERFORMANCE BOND CALLED - BLITMAN MAHOPAC, LLC - RANDOM RIDGE REALTY SUBDIVISION - \$650,000.00

WHEREAS Blitman Mahopac, LLC has failed to complete the bonded improvements called for in the approved subdivision known as Random Ridge Subdivision within the Town of Carmel and/or has failed to comply with all the terms and conditions of its subdivision approval with respect to the performance of the improvements called for thereon; and

WHEREAS Blitman Mahopac, LLC. has posted a surety bond, currently existing in the amount of \$650,000.00, indemnifying and guaranteeing the Town of Carmel against the failure of Blitman, Mahopac, LLC to perform said obligations;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby calls the performance bond posted by Blitman Mahopac, LLC posted with the Town of Carmel for and in connection with the improvements to be performed at the Random Ridge Subdivision in the amount of \$650,000.00; and

BE IT FURTHER RESOLVED that the Town Board hereby authorizes the performance of any remaining site work identified in the approved subdivision plat and/or final approval resolution of the Town of Carmel Planning Board issued in connection therewith, subject to the provisions of New York General Municipal Law and/or the Town of Carmel's adopted procurement policy; and

BE IT FURTHER RESOLVED that Town Counsel, Gregory L. Folchetti, is to notify surety Atlantic Specialty Insurance Company of the calling of its bond #800005249 and forward to it a certified copy of this resolution with attachments.

Resolution

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

(Cont.)

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

Supervisor Cazzari explained that the \$650,000.00 will be used to make improvements to the road as well as stormwater improvements requested by the New York City Department of Environmental Protection.

Town Attorney Folchetti explained that his office will be informing the surety that the bond has been called, and that the surety has the right to retain its own contractor to finish the bonded site work. He noted that there are times that the contractor retained by the surety is the company that did not finish the project. Town Attorney Folchetti indicated that he was not sure whether \$650,000.00 is enough to complete the remaining improvements.

Town Attorney Folchetti further explained that there will not be a formal dedication of the roads because that process is usually done by the owner of the road beds. However, there is an option for the property owners to petition the Town Board to form a road improvement district. He pointed out that if there are any further capital improvements that must be made for the roads to be in proper form for acceptance, those property owners will bear that expense, usually through borrowing over a short period of time. Once that is done, the roads become a part of the regular Town highway inventory and all maintenance and repairs are covered under the Highway Department budget. Discussion ensued regarding the matter.

TOWN WIDE WATER TANK AND REHABILITATION - CONTRACT NO. C268 WITH AROLD CONSTRUCTION - CHANGE ORDER #4 AUTHORIZED

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of the various Town of Carmel Water Districts has previously awarded the contract for the above project to Arold Construction; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No. 4 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 Districts, #1, #8, #10 and #13, hereby authorizes Michael Cazzari to sign Change Order #4 to the aforementioned contract, resulting in an overall contract price increase of \$96,992.41, said Change Order to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the cost of said change order be assessed proportionately among Carmel Water Districts #1, #8, #10 and #13.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Baranowski

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

(Cont.)

CHANGE ORDER NO. 4

C268 – Rehabilitation of Water Tanks Project

PROJECT

DATE OF ISSUANCE 4-20-2023 EFFECTIVE DATE 4-20-2023

OWNER The Town of Carmel
OWNER's Contractor No. C268

CONTRACTOR: Arold Construction

ENGINEER: Weston & Sampson, PE, LS, LA, ARHICTECTS, PC

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

CWD #8

Reason for Change Order:

It was discovered that the floor of the Kings Ridge tank has experienced settlement and bowing which has fractured the glass liner of the glass lined steel tank floor. Additionally, significant corrosion of the floor panels was observed necessitating the replacement of the floor system and tank subgrade material.

Description:

- The work shall include the removal and proper disposal of the damaged tank components, addition of proper subgrade bedding material and proper compaction to manufacturer and project specification requirements, replacement of the damaged floor components, additional rental time for the temporary hydropneumatic water tank, and proper sealing of the tank joints and components.
- Cost: \$96,992.41 (billed as time and materials, not-to-exceed)

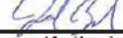
Attachments: Contractor Proposal for CWD #8 CO/FO # 4 dated 4/19/2023

CHANGE IN CONTRACT PRICE: Original Contract Price \$2,624,850.00	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: August 15, 2022 Ready for final payment:
Net changes from previous Change Orders No. 1 to No. 3 \$48,177.65	Net change from previous Change Orders No. 1 to No. 3 179 days
Contract Price prior to this Change Order \$2,673,027.65	Contract Times prior to this Change Order Substantial Completion: June 30, 2023 Ready for final payment: July 30, 2023
Net Increase of this Change Order \$96,992.41	Net Increase of this Change Order None
Contract Price with all approved Change Orders \$2,770,020.06	Contract Times with all approved Change Orders Substantial Completion: June 30, 2023 Ready for final payment: July 30, 2023 days or dates

RECOMMENDED: X

ACCEPTED:

APPROVED:

By: 
Engineer (Authorized Signature)

By: _____
Contractor (Authorized Signature)

By: _____
Owner (Authorized Signature)

Date: April 20, 2023

Date: _____

Date: _____

Prior to voting, Councilwoman McDonough indicated that although she would be voting in favor of the resolution, she was displeased.

SPECIAL PATROL OFFICERS - ENTRY INTO AGREEMENT WITH COUNTY OF PUTNAM AUTHORIZED - COMMENCING 4/1/2023 AND EXPIRING 3/31/2024

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, 2023 and expiring March 31, 2024 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

(Cont.)

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: Councilman Baranowski
Seconded by: Councilwoman McDonough

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

Contract #2023076

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

(Cont.)

1. a onetime payment of Two Thousand One Hundred Thirty Dollars (\$2,130.00) per individual SPO for services related to investigative background checks and purchasing. Should a replacement SPO be requested by the Town, other than for good cause shown, the Town agrees to compensate the County an additional \$2,130.00 for each such request; and
2. an invoiced monthly payment consisting of:
 - a. Thirty Dollars (\$30.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule "A" annexed hereto; and
 - b. An annual supervisory fee of One Thousand Dollars (\$1,000.00) 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 Five Thousand Two Hundred Forty Dollars (\$5,240.00) to be paid in eleven (11) monthly payments of \$436.70 and one (1) monthly payment of \$436.30.

The Town shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced. Prior to the making of any payments hereunder, the Town may, at its option and upon reasonable notice to the County and Sheriff, request a summary explaining the manner in which the monthly payment was determined. In the event the Town fails to make a

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scheduled payment within thirty (30) days of the due date, the County will, prior to terminating the Agreement, provide the Town with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on April 1, 2023, and terminate on March 31, 2024, 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.

(Cont.)

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

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

Notwithstanding the notice requirements set forth above, if the Town terminates this Agreement, in whole or in part, without cause prior to the termination date set forth in paragraph "THIRD", the Town shall reimburse the County for all costs and liabilities associated with N.Y. Unemployment benefits for the contracted SPO(s) incurred by the County, if any, while in the process of reassigning the contracted SPO(s), if reasonably possible. In addition, should the Town select not to renew the Agreement at the conclusion of the Agreement term, and the Sheriff is unable to reassign the SPO(s) without incurring a layoff, the Town shall reimburse the

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County for all costs and liabilities associated with N.Y. Unemployment benefits incurred by the County, if any, for the contracted SPO(s) caused by the layoff of such SPO.

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

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

(Cont.)

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

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SPOs while on Town property and/or in the performance of his/her duties for the Town under this Agreement.

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

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

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

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

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(Cont.)

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

To the Town:

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

To the County:

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

With a copy to:

C. Compton Spain
County Attorney
48 Gleneida Avenue
Carmel, New York 10512

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

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

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

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

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

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

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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: Michael Cazzari, Supervisor, Town of Carmel
Please Print Name & Title

ACKNOWLEDGMENT OF THE TOWN:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this _____ day of _____, 2023 before me personally appeared _____ 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.

Notary Public

(Cont.)

SCHEDULE A

SPECIAL PATROL OFFICER

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

TYPICAL WORK ACTIVITIES: (Illustrative only)

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

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

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

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

--over--

SPECIAL PATROL OFFICER (cont'd)

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

MINIMUM QUALIFICATIONS:

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

(Cont.)

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

(Cont.)

SCHEDULE B

PUTNAM COUNTY INSURANCE REQUIREMENTSTHE 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.

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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.

COMMENTS/ANNOUNCEMENTS

Supervisor Cazzari spoke about a recent Eagle Scout Court of Honor ceremony he attended honoring three local youths. Supervisor Cazzari pointed out that all of their service projects were completed at Sycamore Park and congratulated the scouts on their outstanding achievements.

Supervisor Cazzari announced that during the first week of June, work is scheduled to commence at the CVS Pharmacy parking lot in Mahopac. The current traffic flow direction will be reversed to conform with standard traffic flow.

Supervisor Cazzari announced that he attended a kick-off meeting with the Engineering Department and the engineering consultants retained by the Town to design the improvements at Swan Cove. He stated due to obstacles encountered, including contaminants found in the soil, and the cost to taxpayers estimated between \$8 million - \$10 million, the Town is moving forward with a more fiscally prudent approach to the park.

Supervisor Cazzari announced that the next Putnam County Department of Health Household Hazardous Waste Drop Off Day is scheduled for May 6, 2023 from 8:30 a.m. to 12:30 p.m. Preregistration is required and further details are available on the Health Department's website.

Supervisor Cazzari announced that the Town's annual E-Waste Drop-Off Day will be on May 13, 2023 from 9:00 a.m. to 12:00 noon. He noted that the location has been changed from prior events to Mud Pond Road. Additional information is available on the Town's website.

Supervisor Cazzari announced that there will be a Community Planning Workshop on May 16, 2023 at 5:00 p.m. to address certain improvements to the Town. Putnam County is seeking funding from the Metropolitan Transportation Council to adjust troubling traffic intersections, at the Koehler Memorial Senior Center and Route 6 as well as Mount Hope Road and Route 6. Supervisor Cazzari indicated that he would like to see additional parking spaces in the downtown business district and access to the bike path. The event will be online. Registration information can be found on the Town's website.

Supervisor Cazzari announced that the Town of Carmel will be holding a Medication Take Back Day on May 22, 2023 at the Carmel Town Hall from 12:00 noon to 4:00 p.m. in conjunction with the Prevention Council of Putnam. Supervisor Cazzari emphasized the importance of disposing of unused prescription medications properly.

Councilman Schanil reflected on the Carmel Central School District's annual K-12 Art Award Ceremony held recently at the Carmel High School in Casey Hall. He noted that the outstanding event was very well attended.

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Councilwoman McDonough announced that this year's first Town of Carmel Farmers Market at Lake Mahopac will be held on May 7, 2023 from 9:00 a.m. through 2:00 p.m. at the Mahopac Chamber Park. The famers markets will continue on Sundays through October 22nd.

Councilman Baranowski emphasized that the location of the electronic recycling event has been moved from the Michael Geary Memorial Roller Hockey Rink to Mud Pond Road.

Supervisor Cazzari announced that per the Town Engineer, the Town's four electronic vehicle charging stations are scheduled to go online on May 19, 2023.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:31 p.m. to Executive Session for discussion with Director of Code Enforcement/Building Inspector Michael Carnazza in connection with personnel, as well as a discussion led by Supervisor Cazzari also in connection with personnel.

Respectfully submitted,

Ann Spofford, Town Clerk