

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

TOWN BOARD WORK SESSION
Wednesday, February 24, 2016
7:00pm

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

Pledge of Allegiance – Moment of Silence

6:00pm Executive Session:

1. Ann Spofford, Town Clerk – Personnel
2. Councilman Schneider – Contractual/Retention

Public Hearing #1

On a Proposed Local Law Amending Chapter 147 of the Town of Carmel Town Code entitled, "Vehicle and Traffic"

- 1A. Res: Making SEQRA Determination
- 1B. Motion to Enact Law

Public Hearing #2

On the Increase and Improvement of the Facilities of Carmel Sewer District #7 WWTP

Town Board Work Session:

1. Kathleen Kraus, Receiver to Taxes – Consider Making Appointment of Account Clerk in the Tax Receiver's Office
2. Mary Ann Maxwell, Town Comptroller – Discussion of Town Debt Forecast 2013 - 2021
3. Consider Additions/Deletions to the Active List of the Carmel Fire Department
4. Consider Request to Waive 30 Day Notice Requirement in Section 64 of the New York State ABC Law with Respect to a Liquor License for Flamma Wood Fire Tavern, Inc., d/b/a Flamma Wood Fire Tavern
5. Consider Request to Declare Old Equipment Obsolete and Authorizing Disposal (Supervisor's Office)
6. Discussion of Contracts for Fire Protection Services, Ambulance Services, Library Services, Dog Shelter Services, Dog Control Services, and Outreach Worker

Town Board Voting Meeting:

1. Res: Appointing Police Officer
2. Res: Accepting Proposal for Financial Development Services Carmel Sewer Districts

3. Res: Accepting Proposal for Financial Development Services Carmel Water Districts
4. Res: Accepting Proposal for Special Counsel Services
5. Public Interest Order in the Matter of the Matter of the Increase and Improvement of the Facilities of Carmel Sewer District #7
6. Res: Authorizing the Issuance of \$203,872.00 Bonds of the Town of Carmel, Putnam County, New York, to Pay the Cost of the Increase and Improvement of replacement of the roof at the Treatment Plant, including incidental improvements and expenses of the facilities of Carmel Sewer District #7 in the Town of Carmel, Putnam County, New York
7. Amended Resolution Awarding Bid for Police Department Uniforms
8. Res: Setting Health Care Insurance Contribution for 2016
9. Res: Authorizing Entry into Contracts for Fiscal Year 2016

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

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

Executive Session:

1. Councilman Lupinacci – Personnel
2. Gregory Folchetti, Esq. – Litigation Updates

NOTICE OF PUBLIC HEARING

PH #1

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, February 24, 2016 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending Chapter 147 of the Town Code of the Town of Carmel, entitled "Vehicle and Traffic" as follows:

TOWN OF CARMEL PROPOSED LOCAL LAW # _____ OF THE YEAR 2016

A Local Law to Amend the Code of the Town of Carmel, Chapter 147, thereof, entitled "Vehicle and Traffic."

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam, State of New York as follows:

SECTION 1 Chapter 147 of the Code of the Town of Carmel, Section 147-51. Schedule X, Parking Prohibited at All Times is hereby amended by the addition of the following:

Name of Street	Side	Location
Kings Ridge Road	N/A	Entire Circumference of Cul-de-sac

SECTION 2 - HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

SECTION 3 - SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 4 - Effective Date

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

At said Public Hearing, all interested persons shall be heard on the subject thereof. 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.

By Order of the Town Board
of the Town of Carmel
Ann Spofford, Town Clerk

PH #1A

**RESOLUTION MAKING SEQR DETERMINATION IN REGARD
TO THE LOCAL LAW # 1 OF 2016
TOWN CODE CHAPTER 147 ENTITLED "VEHICLE AND TRAFFIC"**

RESOLVED that the Town Board of the Town of Carmel hereby determines that, proposed Local Law #1 of 2016 concerning amendments to Town of Carmel Town Code Chapter 147 entitled "Vehicle and Traffic" is a Type II action under SEQR and no further review is necessary.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Carmel, Putnam County, New York, will meet in the Town Hall, 60 McAlpin Ave., Mahopac, New York, on February 24, 2016, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of Carmel Sewer District No. 7, in said Town, being the replacement of the roof at the Treatment Plant, including incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$203,872.

This project has been determined to be a Type II Action under the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") and SEQRA compliance materials, are available for inspection at the Office of the Town Clerk where they may be inspected during normal business hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

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.

Dated: Mahopac, New York,
February 11, 2016.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK

Ann Spofford
Town Clerk

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN GARRIS
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor



KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
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SUZANNE MC DONOUGH
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MICHAEL SIMONE
Superintendent of Highways
Tel. (845) 628-7474

Memorandum

TO: Anne Pasquerello
FROM: Kathleen S. Kraus, Receiver of Taxes
DATE: February 17, 2016
RE: Work session – February 24, 2016

Kathleen Kraus

I would like to be placed on the agenda for next week's work session (2/24/16) to discuss the hiring of an Account Clerk in my office. I have completed the canvassing process, attached are the results. I have selected Antoinette Pesavento. Let me know if you need any further documentation.

Thank you, Anne.

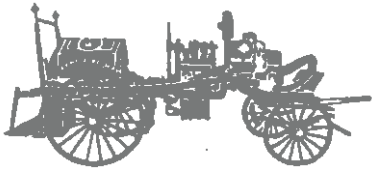
appt effective March 7, 2016



TOWNWIDE CONSOLIDATED CAPITAL DEBT FORECAST 2013-2021

WS #2

DEBT ITEM DESCRIPTION									
	2013	2014	2015	2016	2017	2018	2019	2020	2021
Town Landfill Closure EFC Bond Debt Service	362,637	362,637	362,432	362,008	361,343	365,328	363,857	362,074	359,993
Town Drainage Bonds Outstanding	145,598	137,064	128,507	121,996	100,339	98,380	83,498	83,469	81,995
Town Highway Bonds Outstanding (*Carmel Salt Shed Debt Paid off 2020)	929,527	1,036,104	989,584	1,113,996	1,054,263	950,255	894,013	840,489	695,659
Drainage BANS Outstanding (2015 Drainage \$200,000 - will sell to bond market October 2016)	55,980	42,006	20,000	13,771	14,215	14,121	14,000	13,866	13,719
Technology/Generator BAN Outstanding (Paid in full 2016)	60,285	60,437	55,000	55,000					
Town Reassessment Project (Budgeted \$450K - 2014-2016, Reserved FB - \$200K, Debt Reserve \$219K = \$869K set aside to avoid issuing debt)					100,000	100,000			
Highway BANS Outstanding - (2015 Authorizations \$900,000; will sell to bond market October 2016)	50,473	45,000	135,000	71,442	71,222	70,826	70,309	69,682	69,682
Total Existing Townwide Debt Service	1,604,500	1,683,248	1,690,523	1,738,213	1,701,382	1,598,910	1,425,677	1,369,580	1,221,048
ANNUAL EXISTING RETIRING DEBT			7,275	47,690	(36,831)	(102,472)	(173,233)	(56,097)	(148,532)
2016 Drainage Capital Project Request - \$200,000					14,215	14,121	14,000	13,866	13,719
2017 Drainage Capital Project Request - \$200,000						14,215	14,121	14,000	13,866
2018 Drainage Capital Project Request - \$200,000							14,215	14,121	14,000
2019 Drainage Capital Project Request - \$200,000								14,215	14,121
2020 Drainage Capital Project Request - \$200,000									14,215
2016 Highway Resurfacing Capital Project Request - \$500,000					40,368	40,086	39,723	39,321	38,880
2017 Highway Resurfacing Capital Project Request - \$900,000						71,442	71,222	70,826	70,826
2018 Highway Resurfacing Capital Project Request - \$900,000							71,442	71,222	71,222
2019 Highway Resurfacing Capital Project Request - \$900,000								71,442	71,442
2020 Highway Resurfacing Capital Project Request - \$900,000									71,442
2016 Highway Machinery Capital Project Request - \$450,000					34,323	34,088	33,786	38,451	38,010
2017 Highway Machinery Capital Project Request - \$500,000						39,195	39,075	38,859	38,859
2018 Highway Machinery Capital Project Request - \$500,000							39,195	39,075	39,075
2019 Highway Machinery Capital Project Request - \$500,000								39,195	39,195
2020 Highway Machinery Capital Project Request - \$500,000									39,195
FUTURE NEW DEBT "Proposed"					88,906	213,147	336,779	464,593	588,067
TOTAL NEW ANNUAL DEBT SERVICE	1,604,500	1,683,248	1,690,523	1,738,213	1,790,288	1,812,057	1,762,456	1,834,173	1,809,115
TOTAL NEW "PROPOSED" DEBT (NET OF RETIRING DEBT)			7,275	47,690	52,075	110,675	163,546	408,496	439,535
General Debt	624,500	602,144	565,939	552,775	590,112	606,165	503,691	515,611	525,628
Highway Debt	980,000	1,081,104	1,124,584	1,185,438	1,200,176	1,205,892	1,258,765	1,318,562	1,283,487
Total Debt	1,604,500	1,683,248	1,690,523	1,738,213	1,790,288	1,812,057	1,762,456	1,834,173	1,809,115
C.H.I.P.S ROLLOVER BALANCE AS OF 12/31/15 - \$256,220									
BUDGETED CAPITAL MACHINERY BALANCE 2015/2016 - \$300,000									
CAPITAL FUND BALANCE - \$500,000 (\$200,000 REVAL, \$300,000 CAPITAL BUILDING IMPROVEMENTS)									

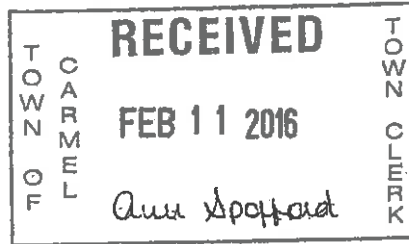


Carmel Fire Department, Inc.

94 Gleneida Avenue
Carmel, New York 10512
(845) 225-5100
FAX: 845-225-2252

cc: Legal Counsel
Supervisor
Assessor

Established 1915



WS#3

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

The following people have been added to the fire department roles as probationary members:

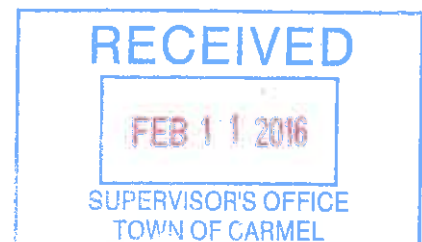
Mathew Defeo
Seamus Baker

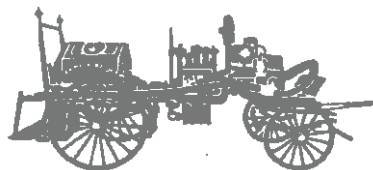
~~Gleneida Ave~~
~~Gleneida Ave~~

Carmel, NY
Carmel, NY

Respectfully Submitted,

Robert Lipton
2nd Assistant Chief



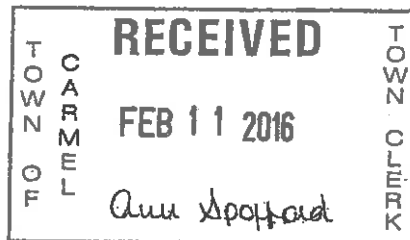


Carmel Fire Department, Inc.

94 Gleneida Avenue
Carmel, New York 10512
(845) 225-5100
FAX: 845-225-2252

cc: Legal Counsel
Spofford
Assessor

Established 1915



WS #3

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

Dear Mrs. Spofford:

The following people have been removed from the fire department roles.

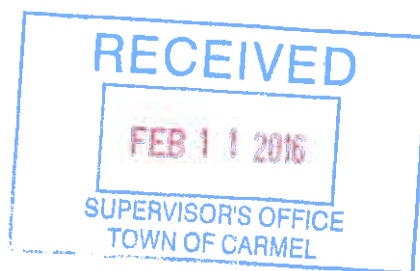
Martin McDonough

XXXXXXXXXX
24 Emily Drive
XXXXXXXXXX

Carmel, NY

Respectfully Submitted,

Robert Lipton
2nd Assistant Chief



Glen F. Kubista & Associates

242 BROADWAY • PO BOX 670
PORT EWEN, NEW YORK 12466

PHONE: (845) 338-8062

cc. *Supervisor*
Legal Counsel
FAX: (845) 338-6057

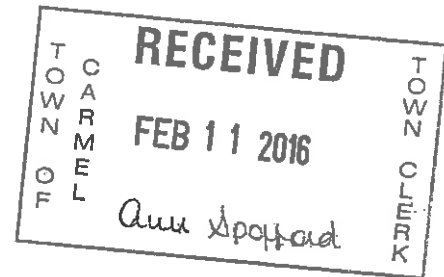
kubista@att.net

www.gfkubista.com

WS #4

February 11, 2016

Clerk, Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541



RE: **FIAMMA WOOD FIRE TAVERN INC.
FIAMMA WOOD FIRE TAVERN
18 CLARK PLACE
MAHOPAC NY 10541**

Dear Sir/Madam

This office represents the above subject applicant with their license application for the premises so captioned.

As required by the ABC Law Section 110 (b), I, on their behalf, am notifying you of their intent to file an application, for a liquor license, with the New York State Liquor Authority.

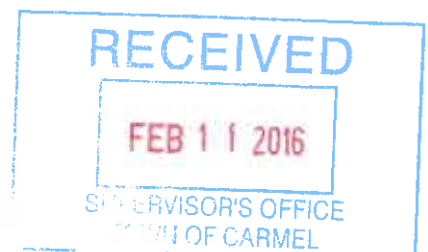
Pending a waiver from your municipality, a 30 hold, before said application can be filed, is mandated by the State Liquor Authority. If a waiver to this hold is an option please refer to the attached "sample waiver" and provide same on your letterhead.

Please feel free to contact this office should you have any questions regarding this notice.

Very truly yours,

Glen F. Kubista
Glen F. Kubista

CERTIFIED MAIL RETURN RECEIPT 7015 0640 0005 1918 8049



SAMPLE WAIVER

Kerri O'Brien - Chief Executive Officer
New York State Liquor Authority
80 South Swan Street Suite 900
Albany, New York 12210

RE: **FIAMMA WOOD FIRE TAVERN INC.
FIAMMA WOOD FIRE TAVERN
18 CLARK PLACE
MAHOPAC NY 10541**

Dear Ms. O'Brien

The Town of Carmel acknowledges that a Liquor License Application is being filed by the above captioned for the location so specified.

In this instance the Town of Carmel waives its rights to the 30 day hold and consents to the processing and issuance of the aforesaid license.

Please feel free to contact this office should you have any questions regarding this letter.

This letter can be signed by the Clerk, Supervisor, Mayor or any other authorized official

This letter should be typed to the Liquor Authority BUT sent to my office by mail or Faxed to 845-338-6057 so that same can be included with the License Application Package.



State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board
(Page 1 of 2 of Form)

OFFICE USE ONLY
☒ Original ☐ Amended Date 02 11 2016

1. Date Notice Was Sent: Feb 11, 2016 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change

For **New** applicants, answer each question below using all information known to date.

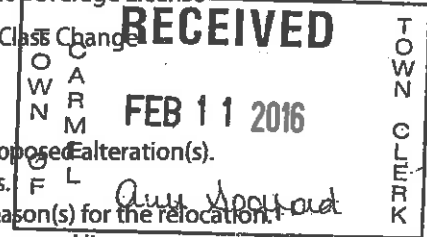
For **Renewal** applicants, set forth your approved Method of Operation only.

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed Alteration(s).

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.



This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: TOWN OF CARMEL

Applicant/Licensee Information

4. License Serial Number, if Applicable: Expiration Date, if Applicable:

5. Applicant or Licensee Name: FIAMMA WOOD FIRE TAVERN INC

6. Trade Name (if any): FIAMMA WOOD FIRE TAVERN

7. Street Address of Establishment: 18 CLARKE PLACE

8. City, Town or Village: MAHOPAC ,NY Zip Code: 10541

9. Business Telephone Number of Applicant/Licensee: 845 628 1004

10. Business Fax Number of Applicant/Licensee: NONE

11. Business E-mail of Applicant/Licensee: MATTACMERINO@YAHOO.COM

12. Type(s) of Alcohol sold or to be sold: ☐ Beer & Cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

13. Extent of Food Service: ☒ Full food menu; Full Kitchen run by a chef or cook ☐ Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment: Restaurant (Full Kitchen & Full Menu required)

15. Method of Operation: (Check all that apply)
☐ Seasonal Establishment ☐ Juke Box ☐ Disc Jockey ☐ Recorded Music ☐ Karaoke
☐ Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):
☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment
☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel
☐ Other (specify):

16. Licensed Outdoor Area: (Check all that apply)
☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
☐ Sidewalk Cafe ☐ Other (specify):



**State Liquor
Authority**

OFFICE USE ONLY		
<input checked="" type="radio"/> Original	<input type="radio"/> Amended	Date 02 11 2016

WS #4

49

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a
Local Municipality or Community Board**

(Page 2 of 2 of Form)

17. List the floor(s) of the building that the establishment is located on:
18. List the room number(s) the establishment is located in within the building, if appropriate:
19. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
20. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.
22. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (If Yes SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:
24. Building Owner's Street Address:
25. City, Town or Village: State: Zip Code:
26. Business Telephone Number of Building Owner:

**Representative or Attorney representing the Applicant in Connection with the
application for a license to traffic in alcohol at the establishment identified in this notice**

27. Representative/Attorney's Full Name:
28. Street Address:
29. City, Town or Village: State: Zip Code:
30. Business Telephone Number of Representative/Attorney:
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: X

*Office of the Supervisor
Kenneth Schmitt*

TOWN OF CARMEL



www.carmelny.org

60 McAlpin Avenue ♦ Mahopac, NY 10541
Tel: (845) 628-1470 ♦ Fax: (845) 628-6836

Memorandum

Date: February 10, 2016
To: Carmel Town Board
From: Kenneth Schmitt, Town Supervisor
RE: Old and Obsolete Equipment

Please declare the following equipment obsolete and authorize disposal:

- 1 Technics Tape Player Model # RSB29R Serial # CA6908A179
- 1 Kodak Digital Zoom Camera Model # DC290 Serial # EKT03101550
- 1 Olympus Digital Zoom Camera Model # FE110 Serial # X12058894
- 1 Olympus Digital Zoom Camera Model # D540 Serial # 353D63716
- 1 Motorola Car Phone Serial # SLN8189B
- 1 Panasonic VHS Video Camera Serial #L8C34KR
- 1 Fostex Personal Monitor Speaker Model # 6301B Serial # 0205302MI
- 1 Sanyo Dictating/Transcription Machine Model# TRC9100 Serial # 61413046
- 1 Garmin GPS III Plus Serial # 96460101

**CONTRACT FOR FIRE PROTECTION AND
EMERGENCY RESCUE SERVICES**

AGREEMENT made and entered into this ____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the _TOWN_), and the MAHOPAC FALLS FIRE VOLUNTEER DEPARTMENT, INC., a voluntary fire company with a principal address of PO Box 190, Mahopac Falls, NY 10542, (hereinafter designated as "FALLS")

WITNESSETH

WHEREAS there has been duly established in the said Town of Carmel a fire protection district known as FIRE PROTECTION DISTRICT NO. 1, embracing territory in said town as more fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Carmel on May 14, 1954, and

WHEREAS following a public hearing duly called and held on the 3rd day of February, 2016, the TOWN duly authorized a contract with FALLS for the furnishing of fire protection to said district upon the terms and provisions herein set forth, which contract has been duly authorized by FALLS,

NOW, THEREFORE, the TOWN does hereby engage FALLS to furnish fire protection and emergency rescue services to said district and FALLS does hereby agree to furnish such protection in the manner following, to which:

1. The fire department of FALLS shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, and when notified by alarm, telephone or other means of a fire within the district, shall respond, with sufficient men and suitable apparatus and equipment, and shall thereupon proceed in every reasonable and proper manner to extinguish such fire and to save and preserve life and property in connection therewith.
2. FALLS agrees at all times during the term of this contract to maintain its firehouse, apparatus, and equipment in such manner and to have available sufficient capable personnel so that it will be able to properly carry out its obligations hereunder and to comply with the rules and standards established by the Suburban Division of the New York Fire Insurance Rating Organization for fire companies in "Class C" districts.
3. FALLS shall comply with any and all requirements and recommendations of the Town of Carmel's insurance carrier in connection with the safety program in the said Town. The chief of the Mahopac Falls Fire Department must concur with the requirements and recommendations.

4. In consideration of furnishing such aid by its members, and the use of its apparatus and equipment as aforesaid, FALLS shall receive the sum of SEVEN HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$753,460.00) for the term of this contract and the TOWN agrees on behalf of said Fire Protection District to pay said amount. The aforesaid payment shall be made on or before March 31, 2016.
5. All monies to be paid under any provision of this agreement by the TOWN to FALLS shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district and collected with the Town taxes.
6. This agreement shall be for the calendar year commencing January 1st, 2016 and ending December 31st, 2016.
7. FALLS does hereby covenant and agree to defend, indemnify and hold harmless the TOWN and Carmel Fire Protection District # 1 from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Carmel Fire Protection District # 1 property or facilities and/or services by FALLS and/or the activities, functions, events, affairs or proceedings of FALLS.
8. FALLS shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
9. FALLS shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within one hundred eighty (180) of the close of their fiscal year.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year first above written.

TOWN OF CARMEL
BY:

Kenneth Schmitt, Supervisor
BY:

President,
MAHOPAC FALLS VOLUNTEER FIRE DEPARTMENT, INC

**CONTRACT FOR FIRE PROTECTION FIRST AID
SERVICES AND EMERGENCY RESCUE SERVICES**

AGREEMENT made and entered into this ____ day of February, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the "TOWN"), and the MAHOPAC VOLUNTEER FIRE DEPARTMENT, INC., a voluntary fire company with a principal address of PO Box 267, 741 Route 6, Mahopac, NY 10541, (hereinafter referred to as "MAHOPAC")

WITNESSETH

WHEREAS there has been duly established in the said Town of Carmel a fire protection district known as FIRE PROTECTION DISTRICT NO. 2, embracing territory in said town as more fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Carmel on May 14, 1954, and

WHEREAS following a public hearing duly called and held on the 3rd day of February, 2016 the TOWN duly authorized a contract with MAHOPAC for the furnishing of fire protection to said district upon the terms and provisions herein set forth, which contract has been duly authorized by MAHOPAC,

NOW, THEREFORE, the TOWN does hereby engage MAHOPAC to furnish fire protection and emergency rescue and first aid services to said district and MAHOPAC does hereby agree to furnish such protection in the manner following, to which:

1. The fire department of MAHOPAC shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, and when notified by alarm, telephone or other means of a fire within the district, shall respond, with sufficient men and suitable apparatus and equipment, and shall thereupon proceed in every reasonable and proper manner to extinguish such fire and to save and preserve life and property in connection therewith. MAHOPAC and its members shall be authorized to attend funerals, memorial services annual parades and carnivals as well.
2. MAHOPAC agrees at all times during the term of this contract to maintain its firehouse, apparatus, and equipment in such manner and to have available sufficient capable personnel so that it will be able to properly carry out its obligations hereunder and to comply with the rules and standards established by the Suburban Division of the New York Fire Insurance Rating Organization for fire companies in "Class 9" districts.
3. MAHOPAC agrees to comply with any and all requirements and recommendations of the Town of Carmel's insurance carrier in connection with the safety program in the said Town. The Chief of the Mahopac Volunteer Fire Department must concur with the requirements, recommendations and terms and conditions contained within said program.
4. In consideration of furnishing such aid by its members, and the use of its apparatus and

equipment as aforesaid, MAHOPAC shall receive the sum of ONE MILLION TWO HUNDRED (\$1,200,000.00) DOLLARS for the term of this contract and the TOWN covenants and agrees on behalf of said Fire Protection District to pay said amount. Subject to expressly to the provisions of paragraphs #9 and #10 herein, the aforesaid shall be payable as follows:

- A. The sum of \$300,000 upon execution of this agreement;
 - B. The sum of \$300,000 on April 1, 2016;
 - C. The sum of \$300,000 on July 1, 2016;
 - D. The sum of \$300,000 on October 1, 2016.
5. All monies to be paid under any provision of this agreement by the TOWN to MAHOPAC shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district and collected with the Town taxes.
6. This agreement shall be for the calendar year commencing January 1st, 2016 and ending December 31st, 2016.
7. MAHOPAC. does hereby covenant and agree to defend, indemnify and hold harmless the TOWN and Carmel Fire Protection District #2 from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Carmel Fire Protection District # 2 property or facilities and/or services by MAHOPAC and/or the activities, functions, events, affairs or proceedings of MAHOPAC.
8. MAHOPAC shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule A. Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
9. MAHOPAC shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within One Hundred Eighty (180) days of the close of their fiscal year. Failure to submit to such independent audit shall be deemed a material breach of the terms of this agreement.
10. In addition to the provision of paragraph #9 above, the following submissions shall be required during the contract period:
 - A. Prior to contract execution, submit for review all documentation required in the Town Board's correspondence dated December 8, 2015 annexed hereto; as be submission of a true copy of the independent audit required per Paragraph #9 above.
 - B. MAHOPAC only shall maintain Town provided funds in one or more separate accounts from all other funds and shall not comingle the funds with non-Town monies.
 - C. No less frequently than every thirty-five (35) days during the term of this Agreement, MAHOPAC shall provide to an entity designated by the Town all of

the “hard data” necessary for the Town’s designee to create accurate and complete financial records in order to completely account for the funds provided in 2015 and thereafter. Such information shall include all documents identifying the expenditures, transfers, distributions and other dispositions of the funds provided by the Town and shall include legible copies of the front and back of all checks, money orders and payments, bank statements, deposit slips, invoices, receipts, investment accounts, CDs, and transfer statements. MAHOPAC may provide, at its option, and for the convenience of the Town’s designee, a read only access to on-line bank accounts which hold Town funds.

- D. Town’s designee shall provide Town and MAHOPAC with printed and reconciled balance statements and profit and loss statements. MAHOPAC, at its option, may obtain Quickbooks data in order to utilize for its purposes. MAHOPAC may utilize such statements for the preparation of its Form 990 and during its audit.
 - E. MAHOPAC shall designate a contact person to interact with Town’s designee at such reasonable times so as to assist designee in accurately accounting for all of Town’s funds by identifying the purposes of each expenditure and by providing other such information as may be necessary to verify the propriety of all expenditures and transfers. Should MAHOPAC willfully refuse and fail to provide such complete information in a timely manner, Town may at its option withhold up to ten (10%) percent of such quarter’s payment to MAHOPAC until such time as such documents are provided, providing however that if such documentation is more than thirty (30) days late, MAHOPAC shall permanently forfeit its right to payment of the withheld amount.
 - F. Nothing in this section shall require MAHOPAC to account to the Town for non-Town funds, including fundraising or foreign fire insurance accounts.
- 11. The Board of Directors of MAHOPAC shall conduct all business at monthly open meetings to be governed by Roberts Rule of Order, Said meetings shall be open to all residents, property owners or business owners within Carmel Fire Protection District #2.
 - 12. The Board of Directors of MAHOPAC shall use its best efforts to ensure that any vacancies in the offices of Directors/Commissioners occurring within this contract period shall be filled by the membership so that a super majority of same are residents of the Carmel Fire Protection District #2
 - 13. Each member of The Board of Directors of MAHOPAC shall be required to undergo annual Fireman’s Association of the State of New York (FASNY) Training and continuing education or suitable equivalent.
 - 14. In the event that any investigation, prosecution or other enforcement action by any County, State or Federal agency results in the enjoining, cessation, or otherwise inability or failure by MAHOPAC to undertake the activities and obligations of performance required under this agreement, the Town of Carmel shall have the right, in its sole discretion, to terminate this agreement upon ninety (90) days notice to Mahopac and shall be responsible for payment to MAHOPAC only through and including the final date of services rendered by MAHOPAC, subject to the approval and/or consent of the enforcing jurisdictional agency(ies).

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year first above written.

TOWN OF CARMEL

BY:

Kenneth Schmitt, Supervisor

BY:

President
MAHOPAC VOLUNTEER FIRE DEPARTMENT, INC.

SCHEDULE A

TOWN OF CARMEL

INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the TOWN OF CARMEL as an unrestricted additional insured on the contractor's insurance policies, with the exception of Workers' Compensation and Employer's Liability. Before any of the work is started under this contract, the contractor shall file with the municipality an ACCORD certificate(s) of insurance or equivalent.

The policy naming the TOWN OF CARMEL as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated A secured or better New York State admitted insurer.
2. Provide for 30 days' notice of cancellation.
3. State that the contractors' coverage shall be primary coverage for the TOWN OF CARMEL, its Board, employees and volunteers.
4. The TOWN OF CARMEL shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The contractor agrees to indemnify the TOWN OF CARMEL for any applicable deductibles.

REQUIRED INSURANCE

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Owners Contractors Protective Insurance

(Required for construction projects in excess of \$500,000).

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

Excess Insurance

Limits depending on the amount of the contract:

None for contracts less than \$100,000,
\$1,000,000 limit for contracts above \$100,000,
\$3,000,000 limit for contracts above \$250,000
\$5,000,000 limit for contracts above \$500,000.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.

Professional Errors & Omission Insurance

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/ \$2,000,000 Aggregate for negligent professional acts of the consultant.

Directors and Officers Liability

\$1,000,000.00 Total Coverage

Contractor acknowledges that failure to obtain such insurance on behalf of the TOWN OF CARMEL constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the TOWN OF CARMEL. The contractor is to provide the TOWN OF CARMEL with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

**CONTRACT FOR FIRE PROTECTION, FIRST AID
SERVICES AND EMERGENCY RESCUE SERVICES**

AGREEMENT made and entered into this _____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the _TOWN_), and the CARMEL FIRE DISTRICT, a fire district of the Town of Carmel, with a principal address of PO Box 1238, Carmel, NY 10512, (hereinafter referred to as "CARMEL")

WITNESSETH

WHEREAS there has been duly established in the said Town of Carmel a fire protection district known as FIRE PROTECTION DISTRICT NO. 3, embracing territory in said town as more fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Carmel on May 14, 1954, and

WHEREAS following a public hearing duly called and held on the 3rd day of February, 2016 the TOWN duly authorized a contract with CARMEL for the furnishing of fire protection to said district upon the terms and provisions herein set forth, which contract has been duly authorized by CARMEL,

NOW THEREFORE, the TOWN does hereby engage CARMEL to furnish fire protection and emergency rescue and first aid services to said district and CARMEL does hereby agree to furnish such protection in the manner following, to which:

1. The fire department of CARMEL shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, and when notified by alarm, telephone or other means of a fire within the district, shall respond, with sufficient men and suitable apparatus and equipment, and shall thereupon proceed in every reasonable and proper manner to extinguish such fire and to save and preserve life and property in connection therewith.
2. CARMEL agrees at all times during the term of this contract to maintain its firehouse, apparatus, and equipment in such manner and to have available sufficient capable personnel so that it will be able to properly carry out its obligations hereunder and to comply with the rules and standards established by the Suburban Division of the New York Fire Insurance Rating Organization for fire companies in "Class 9" districts.

3. CARMEL agrees to comply with any and all requirements and recommendations of the Town of Carmel's insurance carrier in connection with the safety program in the said Town. The chief of the Carmel Volunteer Fire Department must concur with the requirements and recommendations.
4. In consideration of furnishing such aid by its members, and the use of its apparatus and equipment as aforesaid, CARMEL shall receive the sum of FIVE HUNDRED THIRTY THOUSAND (\$530,000.00) DOLLARS for the term of this Contract and the TOWN covenants and agrees on behalf of said Fire Protection District to pay said amount. The aforesaid payment shall be made on or before March 31, 2016.
5. All monies to be paid under any provision of this agreement by the TOWN to CARMEL shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district and collected with the Town taxes.
6. This agreement shall be for the calendar year commencing January 1st, 2016 and ending December 31st, 2016.
7. CARMEL. does hereby covenant and agree to defend, indemnify and hold harmless the TOWN and Carmel Fire Protection District # 3 from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Carmel Fire Protection District # 3 property or facilities and/or services by CARMEL and/or the activities, functions, events, affairs or proceedings of CARMEL.
8. CARMEL shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
9. CARMEL shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within one hundred eighty (180) days of the close of their fiscal year.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year first above written.

BY:

Kenneth Schmitt, Supervisor
TOWN OF CARMEL

BY:

President
CARMEL FIRE DEPARTMENT, INC.

Reviewed and approved
BY:

Commissioner
CARMEL FIRE DISTRICT, INC.

CONTRACT FOR AMBULANCE SERVICE

THIS AGREEMENT, made this _____ day of _____, 2016 between the TOWN OF CARMEL, a municipal corporation organized and existing under the laws of the State of New York with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York ("Town") and the CARMEL VOLUNTEER AMBULANCE CORPORATION, a not-for-profit membership corporation organized and existing under the laws of the State of New York with a mailing address of P.O. Box 508, 6 Garrett Place, Carmel, New York 10512 ("CVAC"),

WITNESSETH:

WHEREAS the Town is desirous of entering into an agreement for providing emergency ambulance service to the residents of the Town of Carmel Ambulance District #1, as such coverage area is indicated on the attached map, described including Basic Life Support Service ("BLS Service") and Advanced Life Support Intercept Service ("ALS Service") pursuant to the provisions of Town Law § 198 and General Municipal Law § 122-b; and

WHEREAS CVAC is desirous of furnishing emergency ambulance service, including BLS and ALS intercept service, to the Town for a one (1) year period under the terms and conditions set forth herein; and

WHEREAS CVAC has the credentials and the trained and experienced personnel, equipment and facilities to provide BLS Service to the residents of Carmel Ambulance District

WHEREAS CVAC has entered into an "ALS-BLS Joint Pre-hospital Agreement" with TC Hudson Valley Ambulance Corp dba "Transcare" ("Transcare"), pursuant to which Transcare is designated as the ALS intercept Provider for CVAC, and under which Transcare will provide ALS Intercept Service, at the behest of CVAC, to Carmel Ambulance District #1 (referred to in said agreement as the "PSA") on a 24 hour per day basis at a flat fee basis; and

WHEREAS the terms and conditions of said "ALS-BLS Joint Pre-hospital Agreement" are incorporated herein by reference; and

WHEREAS this contract has been duly authorized by the Town Board of the Town of Carmel and by the Board of Directors of CVAC;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Town does engage CVAC to furnish emergency ambulance service, including BLS and ALS intercept service, to Carmel Ambulance District #1 and CVAC agrees to furnish such services, commencing the day of 1st January, 2016, in the following manner, to which:

ARTICLE 1. SERVICE TO BE PROVIDED

- A. CVAC agrees to furnish 24-hour ambulance service and emergency medical service (EMS), including BLS Service and ALS intercept Service, in Carmel Ambulance District #1 ("CAD#1").
- B. When notified by telephone or in any other manner of the need for this service within CAD #1, CVAC, its agents and/or contractors, including Transcare, acting as CVAC's ALS Intercept Provider, will respond and attend upon the emergency without delay to administer emergency medical treatment, including BLS and ALS intercept service, and transport any sick or injured person within CAD #1 to the nearest available hospital. This provision shall not be construed to limit the Primary Operating Territory, as specified in the Ambulance Service Certificate, or otherwise limit operations pursuant to a mutual aid agreement, in response to a disaster management situation or pursuant to temporary approval by the Department of Health or the Regional Emergency Medical Council.
- C. CVAC agrees to keep in force its Ambulance Service Certificate and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law and State Emergency Services Code.
- D. CVAC will provide training and continuing education to its membership, including such certification and recertification as may be required by law.
- E. Throughout the term of this agreement and any extensions thereof, CVAC agrees to provide ALS-BLS Services equivalent to those described in the terms and conditions of the "ALS-BLS Joint Pre-hospital Services Agreement", entered into by and between CVAC and Transcare, a copy of which is attached hereto and made a part hereof as Schedule "A". It is further understood and agreed by the parties hereto that any amendments or changes to said "ALS-BLS Joint Pre-hospital Services Agreement" are subject to review and approval by the Town of Carmel.

ARTICLE 2. TERM

The term of this agreement shall be for one (1) year, commencing the 1st day of January, 2016 and expiring the 31st day of December, 2016

ARTICLE 3. CONSIDERATION

- A. In consideration of the furnishing of protection, the Town shall pay to CVAC for the term of this contract the sum of **ONE HUNDRED TEN THOUSAND and 00/100 DOLLARS (\$110,000.00), which amount shall be paid in full on or before May 31, 2016, subject to the provisions of Article 4 (G) below.**
- B. The consideration paid by the Town under this agreement shall only be applied toward the following operating expenses:
 - 1. Heat, light and telephone in connection with housing accommodations
 - 2. General maintenance, repairs and supplies for the equipment, vehicle and housing for ambulance and meetings;
 - 3. Replacement of medical supplies and equipment;

4. Liability insurance on the ambulance vehicle(s);
5. Liability, contractual liability, malpractice (EMS Malpractice), workers' compensation, contractual and/or errors and omissions insurance covering all members of CVAC, to the extent such insurance coverages is not already provided by the Town;
6. Costs and expenses incurred under the "ALS-BLS Joint Pre-hospital Services Agreement" with Transcare; and
7. Administrative costs associated with the billing, and collection of fees and charges, as provided for in Article 4 of this agreement.

ARTICLE 4. CHARGE TO RESIDENTS

- A.** The Town hereby authorizes CVAC, pursuant to the authority granted under General Municipal Law § 122-b and Town Law § 198 to impose fees and charges, as set forth in the annexed Schedule "B", for services rendered under the terms of this agreement, including BLS service rendered directly by CVAC and ALS Intercept Service rendered by Transcare under the terms of the "ALS-BLS Joint Pre-hospital Services Agreement".
- B.** Such fees and charges may be billed directly to the user's insurance carrier, Medicaid and/or Medicare, as long as such user is also sent a copy of the bill.
- C.** CVAC shall be responsible for the collection of all such fees and charges, and shall keep proper records and accounts of all monies received.
- D.** It is understood and agreed that Transcare, as the ALS Intercept Provider for CVAC, will not be permitted to charge or otherwise bill users, their insurance carriers, Medicaid or Medicare, for services rendered under the terms of this agreement. Transcare will be compensated by CVAC in accordance with the terms of the "ALS-BLS Joint Pre-hospital Services Agreement".
- E.** All fees and/or charges billed by CVAC for services rendered under the terms of this agreement shall be in accordance with the fee schedule adopted by the Town Board of the Town of Cannel, a copy of which is annexed hereto as Schedule "B".
- F.** Subject to the approval of the Town, CVAC may contract with an outside entity for the billing and collection of fees and/or charges incurred in connection with this agreement. Any such contract must provide, at a minimum, requirements for proper record keeping and accounting by the person or entity collecting fees on behalf of the Town of Carmel and CVAC.
- G.** All fees and charges collected under the terms of this agreement up to the sum of \$100,000(ONE HUNDRED THOUSAND DOLLARS) during the contract term shall belong solely to the CVAC. Any fees and charges collected in excess of \$100,000 during the contract term shall belong solely to the Town of Carmel. In the event that the aggregate sum of fees and charges collected together with the contract consideration set forth in Article 3 (A) herein shall total less than \$210,000 (TWO HUNDRED TEN THOUSAND DOLLARS) during the contract term, the consideration paid to CVAC under this agreement shall be increased to the extent that the aggregate sum of fees and charges collected by CVAC and the contract consideration shall be equal to \$210,000. Any such adjustments, increases or modifications to the

contract consideration in this regard shall be effected through budget modifications subject to the approval of the Carmel Town Board.

- H. Nothing herein shall be construed to prevent CVAC from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expense.

ARTICLE 5. INSURANCE

CVAC shall maintain the following insurances during the term of this Agreement:

- A. Commercial General Liability Insurance with minimum coverage of \$1,000,000.00 occurrence \$2,000,000.00 general and products/completed operations aggregates.
- B. Automobile Liability Insurance with a minimum combined single limit coverage of \$1,000,000.00 for owned, hired and borrowed and non owned motor vehicles.
- C. CVAC shall furnish the Town with Accord Certificates of Insurance or equivalent indicating proof of insurance coverage for all insurance required pursuant to Article 1, paragraph C, including proofs of Transcare's insurance coverage as required under the "ALS-BLS Joint Pre- hospital Services Agreement", and under this Article on or before March 1, 2014. The Town of Carmel shall be named as an additional insured under all policies and thirty days' notice of cancellation shall be provided.

ARTICLE 6. REPORTS/ ACCOUNTING

- A. Each year, CVAC will submit to the Town a report of its ambulance calls, including all pre-hospital care ("PHC") reports, and all BLS Service and ALS Intercept Service calls
- B. CVAC further agrees that it will file SEMI-ANNUALLY with the Town Clerk an up-to-date list of all medics, drivers and members of the Board of Directors and officers and other volunteers.
- C. On or before August 30th of each year that this contract and any renewals hereof are in effect, CVAC will file with the Town Comptroller an annual accounting of its activities, which shall include information pertaining to CVAC's billing and collection activities, including all monthly accountings prepared by CVAC's billing and collection contractor. Such annual accounting shall be in such detail as may be required by the Town Comptroller and shall be prepared in accordance with generally recognized accounting principles.
- D. The Annual Accounting shall be reviewed and approved by the Town Comptroller.
- E. CVAC shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and shall submit said independent financial report within one hundred eighty (180) Days of the close of their fiscal year.

ARTICLE 7. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CVAC, its officers, members, volunteers, agents and/or contractors, fails or refuse to comply with all applicable laws or ordinances, or otherwise is guilty of a substantial violation of any provision of this contract, including, but not limited to, the "ALS-BLS Joint Pre-hospital Services Agreement", it shall be considered to be in default of this agreement. In such event, the Town shall immediately notify CVAC, in writing by certified mail, return receipt requested, setting forth with particularity the basis of such default and demand that the same be cured (hereinafter, "Default Notice"). CVAC shall have 60 days from the date of receipt of the Default Notice to cure such default to the complete satisfaction of the Town. In the event CVAC does not satisfactorily cure such default within 60 days, the Town, at its option, may extend the cure period for such time as it deems reasonable and appropriate, or terminate this contract immediately.

ARTICLE 8. INDEPENDENT CONTRACTOR

It is mutually covenanted and agreed that the relation of CVAC to the work to be performed by it under this contract shall be that of an independent contractor.

ARTICLE 9. INDEMNITY AND SAVE HARMLESS

CVAC agrees to indemnify and save the Town, its officers, agents and employees harmless from any and all liability imposed upon the Town, its officers, agents and employees arising, directly or indirectly, from the negligence, active or passive, of CVAC.

ARTICLE 10. NO ASSIGNMENT AND CONSENT TO "ALS-BLS JOINT PREHOSPITAL SERVICES AGREEMENT"

In accordance with the provisions of section 109 of the General Municipal Law, CVAC is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any person or corporation without the previous consent in writing of the Town of Carmel. The Town hereby acknowledges its consent to the fully executed "ALS-BLS Joint Prehospital Services Agreement", herein referenced and incorporated. There shall be no revisions, changes, amendments and/or extensions of the "ALS-BLS Joint Pre-hospital Services Agreement" without the express prior written consent of the Town Board of the Town of Carmel.

ARTICLE 11. AUTHORITY ON BEHALF OF TOWN

The Town Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Carmel, at a meeting thereof held on the ____ day of March, 2016. This agreement shall be executed in triplicate. At least one copy shall be filed, after the execution thereof, in the office of the Town Clerk of the Town of Carmel.

ARTICLE 12. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated by either party hereto:

To Town:
Town Supervisor
Town of Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

To CVAC:
CARMEL VOLUNTEER AMBULANCE CORP.
P.O. Box 508
6 Garrett Place
Carmel, New York 10512

Administrative Assistant to CVAC
1 Ridge Road
Carmel, New York 10512

ARTICLE 13. WAIVER

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

ARTICLE 14. MODIFICATION

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.

ARTICLE 15. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

IN WITNESS WHEREOF the Town of Carmel has caused these presents to be signed by Kenneth Schmitt, Supervisor, duly authorized to do so and CVAC has caused these presents to be signed by its President.

TOWN OF CARMEL

By:

Kenneth Schmitt, Town Supervisor

Date:_____

By:

President
Type or Print Name:_____

Date:_____

CONTRACT FOR AMBULANCE SERVICE

AGREEMENT made and entered into this _____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the _TOWN_), and the NORTH SALEM AMBULANCE CORP., a New York not-for-profit corporation, having as its principal mailing address PO Box 427, Croton Falls, NY 10519 at (hereinafter referred to as "NORTH SALEM")

W I T N E S S E T H

1. The TOWN of Carmel will pay to NORTH SALEM the sum of Twelve Thousand eight Hundred Dollars (\$12,800.00) as payment in full for the year ending 2016 for ambulance service to be provided by the North Salem Ambulance Corp to the residents of the Carmel Ambulance District #1 of the Town of Carmel for all that territory lying within the boundary of the Croton Falls Fire District.
2. In consideration of the payment of said amount, NORTH SALEM will:
 - (a) Provide an emergency medical service, a general ambulance service or a combination of such services for the purpose of providing pre-hospital emergency medical treatment or transporting sick or injured persons in Carmel Ambulance District # 1, as described in paragraph 1 of this agreement, to a hospital, clinic, sanitarium or other place for treatment of such illness or injury in accordance with the provisions of Town Law Section 198 (10f) (a) (I) (ii) (iii) (iv).
 - (b) Report annually to the Town Board of the Town of Carmel the number of residences served in the Town and such other matters relating to the services as may be important.
3. This contract is for the calendar year commencing January 1st, 2016 and ending December 31st, 2016.
4. NORTH SALEM does hereby covenant and agree to defend, indemnify and hold harmless the TOWN and Carmel Ambulance District # 1 from and against any and all liability, loss, damages, claims, or actions (including costs and Attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of NORTH SALEM property, facilities and/or services by NORTH SALEM and/or the activities, functions, events, affairs or proceeding of NORTH SALEM.
5. NORTH SALEM shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
6. NORTH SALEM shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an

independent financial audit and, if required to prepare same, shall submit said independent financial report within one hundred eighty (180) days of the close of their fiscal year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF CARMEL
BY:

NORTH SALEM AMBULANCE CORPS
BY:

President

**AGREEMENT BETWEEN THE TOWN OF CARMEL AND
THE PUTNAM COUNTY SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS,
INC. THE PROVISION OF SERVICES FOR THE YEAR 2016**

AGREEMENT made and entered into this _____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the "TOWN"), and the PUTNAM COUNTY SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS, Inc., a New York not-for-profit corporation, having as its principal mailing address at PO Box 850 Brewster, New York 10509 (the "Society")

W I T N E S S E T H:

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. This Agreement is for a term of one (1) year, commencing on January 1st, 2016, and terminating on December 31st, 2016, and shall be binding and effective both retrospectively and prospectively in accordance with its terms.
2. The Society shall provide dog control services in accordance with the provisions set forth in Article 26 of the Agriculture and Markets Law of the State of New York.
3. In consideration of the foregoing, the Town agrees to pay to the Society the sum of \$5,000.00 (FIVE THOUSAND DOLLARS).
4. The foregoing consideration shall be made as a single payment on or before March 31st, 2016.
5. Neither party may assign or transfer this agreement or any rights hereunder without the prior express written consent of the other party.
6. The Society will address any situations involving potentially rabid animals as required per the provisions of Article 7 of the Agriculture and Markets Law.
7. The Society shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
9. All representations made by the Society to the Town are contained in this Agreement and any representations made outside of this Agreement, whether written, verbal or otherwise, are deemed merged into and superseded by this Agreement.

10. The Society shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within ninety (90) days of the close of their fiscal year.
11. Except as may be otherwise provide herein, the parties agree to comply with all of the provisions of the law of the State of New York applicable to this Agreement and the subject matter thereof.
12. This Agreement constitutes the entire agreement between the parties and any amendments thereto or modifications thereof shall be in writing signed by both parties. Subject to the provisions of paragraph 12, this Agreement shall ensure to and be binding upon the heirs, successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. In the event any part of this Agreement be held invalid or unenforceable by any Court, the remaining parts of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the day and year first above written.

BY:

Kenneth Schmitt, Supervisor
TOWN OF CARMEL

BY:

President
THE PUTNAM COUNTY SOCIETY FOR PROTECTION OF CRUELTY TO ANIMALS,
INC.

**AGREEMENT BETWEEN THE TOWN OF CARMEL AND
THE PUTNAM COUNTY HUMANE SOCIETY FOR THE PROVISION
OF DOG SHELTER SERVICES FOR THE YEAR 2016**

AGREEMENT made and entered into this _____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the "TOWN"), and the PUTNAM COUNTY HUMANE SOCIETY, a New York not-for-profit corporation, having as its principal mailing address at PO Box 297, Carmel, New York 10512 (the "Society").

W I T N E S S E T H:

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. This Agreement is for a term of one (1) year, commencing on January 1st, 2016, and terminating on December 31st, 2016, and shall be binding and effective both retrospectively and prospectively in accordance with its terms.
2. The Society shall provide dog shelter services in accordance with the provisions set forth in Article 7 of the Agriculture and Markets Law of the State of New York.
3. In consideration of the foregoing, the Town agrees to pay to the Society the sum of \$50,635.00 (FIFTY-THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS).
4. The foregoing consideration shall be made as a single payment on or before March 31st, 2016.
5. The Society shall be open to the public from 10 o'clock A. M. until 4 o'clock P. M. seven (7) days a week except that it shall be closed during legal holidays. The Town's Dog Control Officer shall nevertheless have access to the facility 24 hours per day, seven days per week.
6. The public may bring dogs to the Shelter by appointment during the hours that the shelter is open.
7. Subject to limitations of capacity, the Society will accept privately owned dogs from the Town provided they are adoptable". "Adoptable" means the dogs do not bite or are not of poor health or old age.
8. Neither party may assign or transfer this agreement or any rights hereunder without the prior express written consent of the other party.
9. The Society will address any situations involving potentially rabid animals as required per the provisions of Article 7 of the Agriculture and Markets Law.

10. The Society shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
11. The Society will turn over to the Town by the 7th day of each month all Town Seizure records and fees.
12. All representations made by the Society to the Town are contained in this Agreement and any representations made outside of this Agreement, whether written, verbal or otherwise, are deemed merged into and superseded by this Agreement.
13. The Society shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within ninety (90) days of the close of their fiscal year.
14. Except as may be otherwise provide herein, the parties agree to comply with all of the provisions of the law of the State of New York applicable to this Agreement and the subject matter thereof.
15. This Agreement constitutes the entire agreement between the parties and any amendments thereto or modifications thereof shall be in writing signed by both parties. Subject to the provisions of paragraph 12, this Agreement shall ensure to and be binding upon the heirs, successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the State of New York. In the event any part of this Agreement be held invalid or unenforceable by any Court, the remaining parts of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the day and year first above written.

BY:

Kenneth Schmitt, Supervisor
TOWN OF CARMEL

BY:

President
PUTNAM COUNTY HUMANE SOCIETY, INC.

AGREEMENT made and entered into this _____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the "TOWN"), and REED MEMORIAL LIBRARY, a New York not-for-profit corporation, having as its principal mailing address at 1733 Route 6, Carmel, NY 10512 (hereinafter referred to as "REED")

W I T N E S S E T H:

1. The TOWN will pay to REED the sum of TWENTY-FIVETHOUSAND (\$25,000) DOLLARS as payment in full for the year ending 2016 for a free library service to be provided by Reed Library of Carmel, NY to all of the residents of the Town of Carmel at its library, known as Reed Memorial Library at Brewster Avenue and Seminary Hill Road in said Town.
2. In consideration of the payment of said amount, REED will:
 - (a) Provide free library service to all of the residents of the Town of Carmel who do wish to avail themselves of said services;
 - (b) Extend to the residents of the Town of Carmel the same rights and privileges in the use of the library and upon all the same conditions and rights and privileges are accorded to all of the present users of the library;
 - (c) Report annually to the Town Board of the Town of Carmel the number of volumes lent to the residents of the Town, the number of residents of the Town registered as borrowers and such other matters relating to the service as may be important.
3. This contract is to be for the calendar year commencing January 1st, 2016 and ending December 31st, 2016.
4. REED shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
5. REED shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within one hundred eighty (180) days of the close of their fiscal year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF CARMEL
BY:

Kenneth Schmitt, Supervisor

REED MEMORIAL LIBRARY, NY
BY:

President

AGREEMENT made and entered into this _____ day of March, 2016 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the "TOWN"), and the MAHOPAC LIBRARY, a New York not-for-profit corporation, having as its principal mailing address at 688 Route 6, Mahopac, NY 10541 (hereinafter referred to as "MAHOPAC")

WITNESSETH

1. The TOWN will pay to the MAHOPAC the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS as payment in full for the year ending 2016 for a free library service to be provided by MAHOPAC to all of the residents of the Town of Carmel.
2. In consideration of the payment of said amount, MAHOPAC will:
 - (a) Provide free library service to all of the residents of the Town of Carmel who do wish to avail themselves of said services;
 - (b) Extend to the residents of the Town of Carmel the same rights and privileges in the use of the library and upon all the same conditions and rights and privileges are accorded to all of the present users of the library;
 - (c) Report annually in writing, to the Town Board of the Town of Carmel on the services rendered to the residents of the Town and such other matters relating to the service as may be important.
3. This contract is to be for the calendar year commencing January 1st, 2016 and ending December 31st, 2016.
4. MAHOPAC shall comply with the Town of Carmel's Insurance Requirements as listed in the attached Schedule "A". Certificates of Insurance as required by said Insurance Requirements shall be furnished with the signed counterparts of this contract.
5. MAHOPAC shall comply with all applicable Federal and State laws, statutes, rules and regulations in regard to the preparation and submission of an independent financial audit and, if required to prepare same, shall submit said independent financial report within one hundred eighty (180) days of the close of their fiscal year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BY:

Kenneth Schmitt, Supervisor
TOWN OF CARMEL

BY:

President,
MAHOPAC PUBLIC LIBRARY

AGREEMENT
Between COUNTY OF PUTNAM and TOWN OF CARMEL

THIS AGREEMENT, made by and between **COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Office for the Aging (hereinafter referred to as the "COUNTY") and **TOWN OF CARMEL**, a municipal subdivision located at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN")

WHEREAS, the TOWN is a municipal subdivision in the County of Putnam, with more than 2,000 residents over the age of 60 years; and

WHEREAS, the parties herein recognize a need for linkage to County and other governmental agencies for residents of the TOWN who are over the age of 60 years; and

WHEREAS, the TOWN agrees that an Outreach Worker provided by the COUNTY to the TOWN in order that such linkage be provided to residents of the TOWN who are over the age of 60 years, as more fully described herein, is in the best interests of the TOWN.

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

FIRST: The TOWN agrees to pay the sum of FIVE THOUSAND (\$5,000.00) DOLLARS to the COUNTY for the services of an Outreach Worker, to be furnished by the COUNTY and agreeable to the TOWN, in accordance with the terms and conditions set forth herein.

SECOND: The COUNTY agrees to provide an Outreach Worker to the TOWN, upon the terms and conditions set forth herein:

Duties:

a) The Outreach Worker shall actively seek out and assist persons residing in the TOWN's geographical area who are over the age of 60 years and have health and/or financial problems and/or are in need of governmental assistance; and

b) The Outreach Worker shall provide such persons with the guidance and

assistance necessary to contact and/or make application for/to obtain services from the proper governmental agencies and other available resources.

Hours:

a) The Outreach Worker shall be available to guide and assist such persons at a designated area provided by the Office for the Aging and provide office hours and home visits, on demand and as deemed necessary to carry out the foregoing services, for a minimum of 12.5 hours per week.

THIRD: The TOWN agrees that it will at all times faithfully, industriously and to the best of its ability, perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the COUNTY.

FOURTH: The term of this Agreement will commence January 1, 2016 and will terminate on December 31, 2016, unless otherwise terminated in accordance with paragraphs "SEVENTH" or "EIGHTH" hereof.

FIFTH: As also provided in Paragraph "FIRST" herein, for the services rendered by the Outreach Worker according to Paragraph "SECOND", the TOWN shall submit full payment in the amount of \$5,000.00 to the COUNTY on or before December 31, 2015. It is understood and agreed that any reduction in payment to the COUNTY by the TOWN may result in reduced hours (including benefits) of the Outreach Worker.

The COUNTY shall be responsible for the payment of the Outreach Worker's salary and benefits, including training expenses and other related costs, over and above the sums payable to the COUNTY by the TOWN under this Agreement. Additionally, to the extent the Outreach Worker is required to use his/her personal vehicle in the performance of his/her duties under the terms of this Agreement, the COUNTY shall reimburse the Outreach Worker for such expenses at the current Internal Revenue Service approved mileage rate.

Any and all requests for payment to be made will be submitted on properly executed claim forms (or invoices) of the COUNTY and paid only after approval by the Director of the Office for the Aging and his/her duly authorized representative.

Prior to the making of any payments hereunder, the COUNTY may, at its own option, audit all files and disbursement records of the TOWN as are reasonably

pertinent to this Agreement to substantiate the basis for payment, including but not limited to the TOWN's records of its financial transaction with the COUNTY. The TOWN's files and records shall be kept in accordance with sound accounting practices and each transaction shall be fully documented. Should the COUNTY request such files and records, the TOWN shall provide the files and records to the County Auditor or his/her authorized representative, as well as to the County Commissioner of Finance, or his/her duly authorized representative, within ten (10) business days of the COUNTY's request.

SIXTH: The work to be performed pursuant to the terms of this Agreement will commence promptly upon assignment by the Director of the Office for the Aging or his/her duly authorized representative and will be conducted in the best interest of the COUNTY.

SEVENTH: It is understood and agreed by and between the parties hereto that payment by the TOWN under the terms of this Agreement is a material element of this Agreement. Any failure to provide said payment will be deemed a material breach and this Agreement will terminate without notice. No substitution of the services will be permitted during the term of this Agreement without the express written consent of the COUNTY.

EIGHTH: Except as otherwise provided in paragraph "SEVENTH" herein, the COUNTY, upon ten (10) days' notice to the TOWN, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest. In such event, reimbursement to the TOWN for payments already made by the TOWN will be prorated and the COUNTY will be liable only for payment for services already rendered and expenses incurred under this Agreement prior to the effective date of termination.

The TOWN, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the TOWN deems it to be in its best interest.

In the event of a dispute as to the value of the services rendered to the TOWN by the Outreach Worker prior to the date of termination, it is understood and agreed that the Director of the Office for the Aging or his/her duly authorized representative will determine the value of such services rendered by the Outreach Worker. Such reasonable and good faith determination will be accepted by the TOWN as final.

NINTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the COUNTY is void.

TENTH: Where applicable, the TOWN will comply, at its sole expense, with the provisions of all state and municipal requirements and with all state and federal laws applicable to the TOWN as an employer of labor or otherwise. The TOWN will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder, as applicable.

ELEVENTH: No discrimination by the TOWN will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation or beliefs.

TWELFTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, the TOWN agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold the County of Putnam 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 arising directly or indirectly out of this Agreement and/or performance hereof, unless that liability was created by the sole and exclusive negligence of the COUNTY. The TOWN further agrees to investigate, handle, respond to provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

THIRTEENTH: The failure of the COUNTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the COUNTY of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in

writing and hand delivered or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the COUNTY: **COUNTY ATTORNEY**
48 Gleneida Avenue
Carmel, New York 10512

To the TOWN: **TOWN OF CARMEL**
60 McAlpin Avenue
Mahopac, New York 10541

All notices shall be effective on the date of mailing.

FIFTEENTH: 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 will not be released, discharged, changes or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SIXTEENTH: This Agreement will be deemed executory only to the extent of the monies available to the COUNTY for the performance of its terms and no liability will be incurred by the COUNTY beyond the monies so available.

SEVENTEENTH: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

EIGHTEENTH: 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.

NINETEENTH: The TOWN is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed by the COUNTY, and before the COUNTY will approve any voucher/invoice submitted for payment:

1. "Request for Taxpayer Identification Number and Certification" form (IRS Form W-9).
2. "Notice of Application to Certify Compliance with Federal Law" and "Affidavit of Compliance," in accordance with the provisions of 8 U.S.C. §1324a and Chapter 134 of the Putnam County Code. Where applicable, in the event that the TOWN subcontracts any part of the work under this Agreement in accordance with

3. Appropriate Certificate of Insurance in accordance with paragraph "TWELFTH" of this Agreement and the requirements contained in Schedule "A"

Date _____

TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

ACKNOWLEDGMENT OF TOWN:

[illegible]

On this ____ day of _____, 2015 before me personally appeared **Kenneth Schmitt** 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 the s/he executed the same in his/her capacity and that by his/her signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Date

Director, Putnam County Office for Senior Resources
110 Old Route 6 Center
Carmel, NY 10512

By:

Please Print Name and Title

]SCHEDULE A

TOWN OF CARMEL

INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the TOWN OF CARMEL as an unrestricted additional insured on the contractor's insurance policies, with the exception of Workers' Compensation and Employer's Liability. Before any of the work is started under this contract, the contractor shall file with the municipality an ACCORD certificate(s) of insurance or equivalent.

The policy naming the TOWN OF CARMEL as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated "secured" or better New York State admitted insurer.
2. Provide for 30 days' notice of cancellation.
3. State that the contractors' coverage shall be primary coverage for the TOWN OF CARMEL, its Board, employees and volunteers.

4. The TOWN OF CARMEL shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The contractor agrees to indemnify the TOWN OF CARMEL for any applicable deductibles.

REQUIRED INSURANCE

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Owners Contractors Protective Insurance

(Required for construction projects in excess of \$500,000).

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

Excess Insurance

Limits depending on the amount of the contract:

None for contracts less than \$100,000,

\$1,000,000 limit for contracts above \$100,000,

\$3,000,000 limit for contracts above \$250,000

\$5,000,000 limit for contracts above \$500,000.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.

Professional Errors & Omission Insurance

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/ \$2,000,000 Aggregate for negligent professional acts of the consultant.

Directors' and Officers' Liability

\$1,000,000.00 Total Coverage

Contractor acknowledges that failure to obtain such insurance on behalf of the TOWN OF CARMEL constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the TOWN OF CARMEL. The contractor is to provide the TOWN OF CARMEL with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

**This "Insurance Requirement" Attachment is
Inserted with All Contracts**

SCHEDULE A

TOWN OF CARMEL

INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the TOWN OF CARMEL as an unrestricted additional insured on the contractor's insurance policies, with the exception of Workers' Compensation and Employer's Liability. Before any of the work is started under this contract, the contractor shall file with the municipality an ACCORD certificate(s) of insurance or equivalent.

The policy naming the TOWN OF CARMEL as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated "secured" or better New York State admitted insurer.
2. Provide for 30 days' notice of cancellation.
3. State that the contractors' coverage shall be primary coverage for the TOWN OF CARMEL, its Board, employees and volunteers.
4. The TOWN OF CARMEL shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The contractor agrees to indemnify the TOWN OF CARMEL for any applicable deductibles.

REQUIRED INSURANCE

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
Owners Contractors Protective Insurance

(Required for construction projects in excess of \$500,000).

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

Excess Insurance

Limits depending on the amount of the contract:

None for contracts less than \$100,000,
\$1,000,000 limit for contracts above \$100,000,
\$3,000,000 limit for contracts above \$250,000
\$5,000,000 limit for contracts above \$500,000.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.

Professional Errors & Omission Insurance

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/ \$2,000,000 Aggregate for negligent professional acts of the consultant.

Directors' and Officers' Liability

\$1,000,000.00 Total Coverage

Contractor acknowledges that failure to obtain such insurance on behalf of the TOWN OF CARMEL constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the TOWN OF CARMEL. The contractor is to provide the TOWN OF CARMEL with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

Res: #1

RESOLUTION APPOINTING POLICE OFFICER

RESOLVED that the Town Board of the Town of Carmel hereby appoints Gary Pietropaolo of Fishkill, NY as a police officer for the Town of Carmel, effective March 2, 2016 at the transfer rate of \$55,033.36 per year subject to the provisions of Civil Service Law and the Putnam County Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Kenneth Schmitt	___	___

Res: #2

RESOLUTION ACCEPTING PROPOSAL FINANCIAL DEVELOPMENT SERVICES CARMEL SEWER DISTRICTS

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of the various Sewer Districts within the Town of Carmel, hereby accepts the proposal of Endeavor Municipal Development, Inc., Germantown, NY for the provision of financial development services for Town of Carmel Sewer Districts for year 2016 at a cost not to exceed \$12,000 annually, in accordance the proposal dated January 28, 2016, a copy of which is on file in the Office of the Town Supervisor; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of these proposals upon the terms authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Kenneth Schmitt	___	___

Res: #3

**RESOLUTION ACCEPTING PROPOSAL
FINANCIAL DEVELOPMENT SERVICES
CARMEL WATER DISTRICTS**

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of the various Water Districts within the Town of Carmel, hereby accepts the proposal of Endeavor Municipal Development, Inc., Germantown, NY for the provision of financial development services for Town of Carmel Water Districts for year 2016 at a cost not to exceed \$12,000 annually, in accordance the proposal dated January 28, 2016, a copy of which is on file in the Office of the Town Supervisor; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of these proposals upon the terms authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Res: #4

**RESOLUTION ACCEPTING PROPOSAL
FOR SPECIAL COUNSEL SERVICES**

RESOLVED THAT the Town Board of the Town of Carmel, hereby accepts the proposal of the Pinsky Law Group, Syracuse, NY for the provision of special counsel and legal services in connection with the Town of Carmel and its contracts with various Not-for-Profit contractors, at an approved hourly rate of \$230.00 per hour; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect acceptance of these proposals upon the terms authorized herein.

Resolution

Offered by: _____

Seconded by:_____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Res: #5

PUBLIC INTEREST ORDER IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF CARMEL SEWER DISTRICT #7

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed increase and improvement of the facilities of Carmel Sewer District No. 7, in the Town of Carmel, Putnam County, New York, consisting of the replacement of the roof at the Treatment Plant, including incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$203,872 and

WHEREAS, at a meeting of said Town Board duly called and held on February 3, 2016, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of Carmel Sewer District No. 7 in said Town at a maximum estimated cost of \$203,872, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Mahopac, New York, in said Town, on February 24, 2016, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT ORDERED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of Carmel Sewer District No. 7, in the Town of Carmel, Putnam County, New York, consisting of the replacement of the roof at the Treatment Plant, including incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$203,872.

Section 2. This Order shall take effect immediately.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Res: #6

RESOLUTION AUTHORIZING THE ISSUANCE OF \$203,872 BONDS OF THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK, TO PAY THE COST OF THE ROOF REPLACEMENT AT THE TREATMENT PLANT OF CARMEL SEWER DISTRICT NO. 7 IN THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Carmel Sewer District No. 7, in the Town of Carmel, Putnam County, New York, at a maximum estimated cost of \$203,872; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to 6NYCRR 617.5(c)(2), the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which as such will not have any significant adverse effects on the environment; and

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

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

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of Carmel Sewer District No. 7, in the Town of Carmel, Putnam County, New York, consisting of the replacement of the roof at the Treatment Plant, including incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$203,872 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$203,872, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the \$203,872 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose 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 serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Carmel Sewer District No. 7 in the manner provided by law, 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 serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, 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. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial 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 serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at his sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

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

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Res: #7

AMENDED RESOLUTION AWARDING BID FOR POLICE DEPARTMENT UNIFORMS

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Police Department uniforms for the Town of Carmel Police Department in fiscal year 2016, and

WHEREAS such bids were received and opened on December 15, 2015; and

WHEREAS Chief of Police Michael Cazzari has recommended the awarding of the bid as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for Police Department uniforms to New England Uniform, 356 Main Street, Danbury, CT, the lowest responsible bidder who met specifications, at the following bid prices:

- Flying Cross Gore-Tex Public Safety Jacket: \$219.00 each;
- Flying Cross Single Breasted Dress Coat: \$205.00 each;
- Summer Cap 8 point: \$24.00 each;
- Winter Cap 8 point: \$29.00 each;
- Rain Coat: \$159.00 each;
- Summer Shirt: \$51.49 each
- Winter Shirt \$56.89 each;
- Pants Flying Cross Wool Blend \$84.49 each;
- Vertx Tactical Pants \$37.00 each;
- Short Sleeve Vertx Polo \$56.74 each;
- Long Sleeve Vertx Polo \$59.43 each

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Kenneth Schmitt	___	___

Res: #8

RESOLUTION SETTING HEALTH CARE INSURANCE CONTRIBUTION FOR 2016

RESOLVED, that pursuant to Section 806 of the Town of Carmel Employee Handbook, the Town Board of the Town of Carmel hereby establishes the following health care insurance contributions for certain managerial and non-union employees for fiscal year 2016, effective immediately:

Employee Health Care Contribution

Position/Title
Chief of Police

Percentage of Premium
20% (Twenty Percent)

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

Res: #9

RESOLUTION AUTHORIZING ENTRY INTO CONTRACTS FOR FISCAL YEAR 2016

WHEREAS appropriations have been made in the 2016 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and

WHEREAS said contracts are on file in the office of the Town Supervisor for the inspection and review of all Town Board members,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to enter into and execute, on behalf of the Town, contracts with the following contractors for the services indicated in an amount not to exceed that set forth below:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed Amount</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	<i>\$753,460.00</i>
Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3 Carmel Fire District	<i>\$ 530,000.00</i>
Carmel Volunteer Ambulance Corps	Ambulance Services-Carmel Ambulance Dist. #1	<i>\$110,000.00</i>
North Salem Volunteer Ambulance Corps	Ambulance Services-Carmel Ambulance Dist. #1	<i>\$12,800.00</i>
Putnam County Society For Protection of Cruelty to Animals, Inc.	Animal Cruelty Prevention Services	<i>\$5,000.00</i>
Putnam County Humane Society, Inc.	Dog Shelter Services & Dog Control Services	<i>\$50,635.00</i>
Reed Memorial Library	Library Services	<i>\$25,000.00</i>
Mahopac Library	Library Services	<i>\$50,000.00</i>
County of Putnam	Outreach Worker	<i>\$5,000.00</i>
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	<i>\$1,200,000.00</i>

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____