

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 27<sup>th</sup> day of July 2016 at 7:17 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

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

**PRESENTATION OF PROCLAMATION - MICHELLE MARGILAJ**

The Town Board presented Michelle Margilaj with a proclamation for her heroic actions in connection with an accident on Lake Mahopac involving a father and his eight-year-old son. Ms. Margilaj jumped into the frigid April waters providing lifesaving assistance to the boy after their kayak overturned. New York State Senator Terrance Murphy was present to award Ms. Margilaj with the Liberty Medal, one of the highest civilian honors bestowed upon a New Yorker.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 6/22/16 AND 7/6/16 - ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on June 22<sup>nd</sup> and July 6<sup>th</sup> 2016 were accepted as submitted by the Town Clerk.

**POLICE DEPARTMENT - PROBATIONARY APPOINTMENT OF POLICE OFFICER MADE - ERIN MACOM**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Erin Macom of Yonkers, NY, as a police officer of the Town of Carmel on a probationary basis, effective immediately at the transfer rate of \$48,152.88 per year subject to the provisions of Civil Service Law and the Putnam County Civil Service Rules and Regulations.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilman Lupinacci, Councilwoman McDonough,  
Lombardi Councilman and Supervisor Schmitt

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

Supervisor Schmitt welcomed Erin Macom to the Town of Carmel from the Harrison Police Department and administered her oath of office. The Town Board members expressed congratulatory wishes.

**SEQR DETERMINATION MADE - PROPOSED LOCAL LAW CONCERNING TOWN CODE CHAPTER 44 ENTITLED “PARADES, EVENTS AND STREET CLOSINGS”**

RESOLVED that the Town Board of the Town of Carmel hereby determines that, proposed Local Law #3 of 2016 concerning enactment of Chapter 44 of the Town of Carmel Town Code entitled, “Parades, Events and Street Closings” is a Type II action under SEQR and no further review is necessary.

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Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**CONSIDER MOTION TO ENACT LOCAL LAW CONCERNING TOWN CODE  
CHAPTER 44 ENTITLED “PARADES, EVENTS AND STREET CLOSINGS” -  
TABLED**

Councilman Lombardi offered a motion to enact Local Law #3 of the Year 2016 - A Local Law Enacting Chapter 44 Entitled “Parades, Events and Street Closings”, as noticed and published. The motion received a second by Councilman Lupinacci.

Prior to the roll call vote, Councilman Schneider indicated his intent to table the motion to allow for any further public comment and discussion on the matter. In deference to his colleague, Councilman Lombardi withdrew his motion.

Councilman Schneider then offered a motion to table consideration of enacting Local Law #3 of the Year 2016 - A Local Law Enacting Chapter 44 Entitled “Parades, Events and Street Closings” to the next Town Board meeting (August 10, 2016). The motion received a second by Supervisor Schmitt and the following roll call vote ensued.

**MOTION TO TABLE**

Offered by: Councilman Schneider  
Seconded by: Supervisor Schmitt

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

**LOCAL LAW #\_\_\_ OF THE YEAR 2016  
A LOCAL LAW ENACTING CHAPTER 44 ENTITLED  
“PARADES, EVENTS AND STREET CLOSINGS”**

**44-1 Title.**

This chapter shall be cited as the "Parades, Events and Street Closings Ordinance."

**44-2 Purpose.**

The Town Board, in order to promote proper government and ensure the proper protection, order, conduct, safety, health, welfare and well-being of persons and property within the Town of Carmel, Putnam County, New York, finds that it is in the public interest to enact this chapter. This chapter shall regulate parades, events and street closings within the Town of Carmel, Putnam County, New York.

**44-3 Definitions and word usage.**

- A. Word usage. Words used in the present tense include the future; the singular number includes the plural. "Shall is mandatory, and "may" is permissive.

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- B. Definitions. For the purpose of this chapter, the terms used herein are defined as follows:

CHIEF OF POLICE - The Chief of Police of the Town of Carmel.

PARADE - Any parade, march, procession or demonstration of any kind or any similar display, in or upon any street, park or other public place in the Town of Carmel.

EVENT - Any formal event, assembly or gathering other than a parade in or upon any street, park or other public place in the Town of Carmel.

PARADE /EVENT PERMIT - A permit as required by this article.

PERSON - Any person, firm, partnership, association, corporation, company or organization of any kind.

TOWN - Town of Carmel.

TOWN BOARD - The duly constitutional legislative body of the Town of Carmel.

#### 44-4 Definitions and word usage.

- A. No person shall engage in, participate in, aid, form or start any parade or event unless a parade / event permit shall have been obtained from the Chief of Police or his designee.

- B. Exceptions. This article shall not apply to:

- (1) Funeral processions;
- (2) Wedding processions;
- (3) Students going to and from school, classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities;

#### 44-5 Application.

- A. A person seeking issuance of a parade or event permit shall file an application with the Chief of Police or his designee on forms provided by the Chief of Police or his designee.

- B. **Contents.** The application for a parade or event permit shall set forth the following information:

- (1) The name, address and telephone number of the person or persons seeking to conduct such parade or event.
- (2) If the parade or event is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.
- (3) The name, address and telephone number of the person who will be the Parade or Event Chairman and who will be responsible for its conduct.
- (4) The date when the parade or event is to be conducted.
- (5) The route to be traveled, the starting point and the termination point if it is a parade and the fixed location or locations if it is an event without any procession.
- (6) The approximate number of persons, animals and vehicles which will constitute such parade or event, including the type of animals and the description of the participating vehicles.

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- (7) The hours when such parade or event will start and terminate.
- (8) A statement as to whether a parade or event will occupy all or only a portion of width of the streets proposed to be utilized or traversed.
- (9) The location by streets or physical address of any assembly or staging areas for such parade or event to include proposed parking areas. Applicant must specify what traffic detour devices or barricades may be necessary for event.
- (10) The time at which units or persons involved in the parade or event will begin to assemble or stage at any such assembly or staging area.
- (11) If the parade or event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the Chief of Police or his designee a communication, in writing, from the person proposing to hold the parade or event authorizing the applicant to apply for the permit on his or her behalf.
- (12) An agreement and affirmation that the persons or organization applying for the permit will prepay the applicable costs and fees for the event as determined by the parade / permit fee schedule (See 44-13).

#### **44-6 Standards for issuance.**

The Chief of Police or his designee shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:

- A. The conduct of the parade or event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route or location.
- B. The conduct of the parade or event will not require the diversion of so great a number of police officers of the town to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the town.
- C. The concentration of persons, animals and vehicles at assembly or staging areas of the parade or event and the conduct thereof will not unduly interfere with proper fire and police protection of or ambulance services to areas contiguous to such assembly or staging areas and the town in general.
- D. The conduct of such parade or event will not interfere with the movement of fire-fighting equipment en route to a fire or normal ambulance service.
- E. The parade or event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- F. The parade or event is not designed to be held purely for private profit.
- G. The pre-paid fees for the proposed parade or event as set forth in article (44-13) has been received in full by the Town Clerk of the Town of Carmel.

#### **44-7 Time limit for decision; denial.**

The Chief of Police or his designee shall act upon the permit within 30 days of its receipt. If the Chief of Police or his designee disapproves the application, notice

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thereof, including the reasons for the denial shall be promptly given to the applicant.

**44-8 Alternative Permit.**

The Chief of Police or his designee, in denying an application for a parade or event permit, shall be empowered to authorize the conduct of the parade or event on a date, at a time, location or over a route different from that named by the applicant, if so requested by the applicant.

**44-9 Appeal from denial of permit.**

Any applicant denied a parade or event permit by the Chief of Police or his designee may appeal, in writing, to the Town Board within 10 days of the denial. The time to so appeal may be extended, at the discretion of the Town Board. The applicant, upon appeal, shall be entitled to argue its case before the Town Board. The Town Board is hereby empowered to affirm, modify or reverse the decision of the Chief of Police or his designee. The Town Board may attach any conditions to a permit, should it determine the permit should be granted.

**44-10 Contents of permit.**

Each parade / event permit shall state the following information.

- A. The starting time and estimated time of termination.
- B. The portions of the streets to be traversed and the areas or locations to be occupied by the parade or event.
- C. The maximum length in the case of a parade in miles or fractions thereof.
- D. Other Town services requested or required.
- E. Fire and or EMS requested or required.
- F. Such other information as the Chief of Police or his designee shall find necessary for the enforcement of this article.

**44-11 Duties and Obligations of Parade or Event Permittee / Participants.**

- A. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws.
- B. Possession of permit. The Parade or event Chairman or other person heading or leading such activity shall carry the parade or event permit upon his or her person during the duration of the parade or event.
- C. No parade participant may throw candy or any other item to Parade spectators. Any entry with participants throwing items will be removed from the Parade by the applicant/director and/or the Police Dept. Walkers may hand items to spectators only and there will be no exceptions to this rule.
- D. No one shall be permitted to board or exit from a float once the parade has commenced.
- E. Drivers of any and all vehicles in the parade areas must possess a valid driver's license and be at least 18 years of age. Drivers must remain seated in the driver's seat for the duration of the parade and no vehicles will be left unattended.

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- F. All pets in the Parade must be kept on leashes and held by someone strong enough to manage them. Animals participating in the Parade must be kept under control. If you cannot control your animal or its presence presents any safety issue, please leave the Parade area with your animal rather than risk a problem.
- G. Entries involving animals of any kind must provide their own clean-up, or "pooper scooper" immediately following their entry.
- H. Participants on bicycles, scooters, skates, skateboards, etc. must wear a helmet and proper safety equipment.
- I. Floats must have proper safety chains to connect the float to the tow vehicle.
- J. Support vehicles for marching units will not be allowed in the parade.
- K. All vehicular entries shall proceed at a safe and appropriate speed, shall maintain a safe distance from spectators and shall not weave from side to side. They will obey all applicable NYS Vehicle and Traffic Laws during the Parade or Event.
- L. Parade units and floats that stop along the parade route due to mechanical malfunctions must be removed from the parade route as to not impede, obstruct or delay parade participants.
- M. All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the Town of Carmel, its agents and employees, from any and all liability from any injury or damage which may arise out of or in any way be connected with participation in the Parade or Event.
- N. Any street vendor proposed to be part of the Parade / Event must first obtain the applicable permit(s) from the Town of Carmel Clerks Office pursuant to Town Code section 111 (Peddling and Soliciting) before offering any items for sale during the duration of the Parade or Event.

**44-12 Interference with parade or event; parking on route or location.**

- A. Interference. No person shall unreasonably hamper, obstruct, impede or interfere with any parade or event or with any person, vehicle or animal participating or used in a parade or event during the course of an event.
- B. Driving through parades. No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.
- C. Parking on parade route. The Chief of Police or his designee shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of a route of a parade or event. The Chief of Police may post signs to such effect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

**44-13 Fee schedule for parades and events.**

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The Town Board of the Town of Carmel shall annually establish a fee schedule for parades and events to mitigate the increasing costs associated with the public safety assets required to host these events. The fee schedule shall be broken down into three categories (1, 2 and 3) respectively, each reflecting staffing hours associated with hosting proposed events. The Town Board reserves the right to waive or modify the fee schedule at their discretion, and may seek the input and recommendations of the Chief of Police with respect to same.

- A. Category (1) A major parade or event requiring 50 or more staffing hours.
- B. Category (2) A secondary parade or event requiring 25 or more staffing hours.
- C. Category (3) A minor event requiring less than 25 staffing hours.

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

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

Christopher Horan, Jr.  
Taylor McGuinness

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Schneider

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

Supervisor Schmitt extended best wishes to the new members of the Mahopac Volunteer Fire Department.

**NOTICE REQUIREMENT WAIVED IN SECTION 64 OF THE NEW YORK STATE ABC LAW WITH RESPECT TO A LIQUOR LICENSE - LUIGI’S FAMIGLIA CUCINA, LLC**

WHEREAS, the representatives and/or proprietors of Luigi’s Famiglia Cucina, LLC, located at 62 Gleneida Avenue, Carmel NY 10512, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the ABC Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty day notice requirement contained in Article 5 of the Alcoholic and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

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Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**BUILDING DEPARTMENT FEES WAIVED - PROPOSED EAGLE SCOUT PROJECT OF GORDON MOCCIO**

RESOLVED that the Town Board of the Town of Carmel, in connection with the proposed Eagle Scout project of Gordon Moccio of Boy Scouts of America Troop 1, Carmel, NY, hereby authorizes the waiver of any building permit and/or certificate of occupancy fee(s) required for the performance of improvements at the Baptist Church Cemetery as detailed within the memorandum and plans provided by Director of Codes Enforcement Michael Carnazza dated July 6, 2016; and

BE IT FURTHER RESOLVED, that the performance of such improvements in connection with the referenced project shall be subject to any other jurisdictional, regulatory or private approvals or authorizations required to be issued by the applicable agencies or parties.

Resolution  
Offered by: Councilman Schneider  
Seconded by: Councilman Lombardi

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

**DRIVEWAY BOND RELEASE AUTHORIZED - TM #86.6-1-7 - 60 GRAND MEADOW DRIVE**

WHEREAS application has been made by Mr. Michael Meyerson for the total release of a driveway bond posted in connection with the issuance of a temporary certificate of occupancy for the premises at 60 Grand Meadow Drive, Mahopac, NY; and

WHEREAS said application has been reviewed by the Director of Codes Enforcement Michael Carnazza as well as Robert J. Vara, Engineering Projects Coordinator, both of whom have recommended the release of said bond;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the bond referenced herein in the amount of \$8,775.00.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci



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

**REQUEST FOR PROPOSALS AUTHORIZED - INVESTMENT SERVICES FOR FIRE PROTECTION DISTRICT LENGTH OF SERVICE (LOSAP) AWARD PROGRAMS - MAHOPAC FALLS FIRE PROTECTION DISTRICT AND MAHOPAC FIRE PROTECTION DISTRICT**

RESOLVED that the Town Board of the Town of Carmel, pursuant to the request of Town Comptroller Mary Ann Maxwell, hereby authorizes the solicitation of proposals for investment services for Fire Protection District Length of Service (LOSAP) Award Programs in Mahopac Falls Fire Protection District and Mahopac Fire Protection District for a period of five (5) years.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

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

**2015 SERVICE AWARD ANNUAL REPORTS FOR CARMEL FIRE PROTECTION DISTRICTS #1, #2 & #3 - ADOPTED**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Fire Protection Districts #1, #2 and #3, hereby accepts the 2015 Length of Service Award Program Annual Reports for each respective Fire Protection District as prepared by Penflex, Inc., copies of which are on file in the Office of the Town Comptroller.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lombardi

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

**2015 SERVICE AWARD ANNUAL REPORTS FOR CARMEL AMBULANCE DISTRICT NO. 1 - ADOPTED**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Ambulance District No.1, hereby accepts the 2015 Length of Service Award Program Annual Report for Carmel Ambulance District #1 as prepared by Penflex, Inc., a copy of which is on file in the Office of the Town Comptroller.

27 JULY 2016  
TOWN BOARD MEETING

(Cont.)

Resolution

Offered by: Councilman Schneider  
 Seconded by: Councilman Lombardi

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

**PROPOSAL ACCEPTED FOR INDEPENDENT AUDITING SERVICES AND PREPARATION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR 2016, 2017 AND 2018 - PKF O'CONNOR DAVIES, LLP**

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of PKF O'Connor Davies, LLP, Harrison, NY for the provision of independent auditing services and preparation of a comprehensive annual financial report for the Town of Carmel for years 2016, 2017 and 2018 in accordance with the proposal dated June 13, 2016, a copy of which is on file in the Office of the Town Comptroller; and

BE IT FURTHER RESOLVED that pursuant to the referenced proposal compensation for the contemplated services shall aggregate \$78,750, \$80,250 and \$81,000 each year for 2016, 2017 and 2018 services, respectively.

Resolution

Offered by: Councilman Lombardi  
 Seconded by: Councilman Lupinacci

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

**POLICE DEPARTMENT - PURCHASE OF LICENSE/LICENSE UPGRADES AUTHORIZED - NOT TO EXCEED \$5,268.39**

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Michael Cazzari hereby authorizes the purchase of software license/license upgrades for the Town of Carmel Police Department records management software in accordance with the memorandum of Chief Cazzari dated July 7, 2016 and at a cost not to exceed \$5,268.39; and

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

Resolution

Offered by: Councilman Lupinacci  
 Seconded by: Councilwoman McDonough

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

**POLICE DEPARTMENT - SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF WESTCHESTER AND THE TOWN OF CARMEL FOR USE OF FIRING RANGE FACILITY - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor Kenneth Schmitt to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between the Town of Carmel and The County of Westchester for the use of the firing range facility owned and operated by the County of Westchester in Valhalla, NY for a term of five (5) years commencing immediately in accordance with the terms of said agreement, a copy of which is attached hereto, incorporated herein and made a part hereof; and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk Ann M. Spofford after signature by the Town Supervisor.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Schneider

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

THIS AGREEMENT made this       day of       , 2016 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) Acting by and through the Westchester County Department of Public Safety Services (hereinafter referred to as the “Department”)

and

**THE TOWN OF CARMEL** a municipal corporation of the State of New York having an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as “Carmel”)

**WHEREAS**, the County has a firing range facility (“Firing Range”) located in Valhalla, New York. This eighteen (18) point state-of-the-art Firing Range has an advanced targeting system and can accommodate duty side arms and most patrol rifles carried by law enforcement personnel in this County; and

**WHEREAS**, Carmel desires to send its public safety employees to the Firing Range for training purposes upon the terms and conditions set forth below.

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

**Section 1.** The County and Carmel agree that Carmel may utilize the Firing Range by sending public safety employees to the Firing Range for firearms training, subject to availability. Carmel may utilize the Firing Range during the hours of 8:00 am to 4:00 pm, or 4:00 pm to 12:00 am. Advance reservations will be required in order to use the Firing Range. Carmel must contact the County by telephone to determine availability and make a reservation at least forty-

(Cont.)

eight (48) hours prior to the desired firearms training session. Carmel, twenty-four (24) hours prior to the reservation date, shall send, via facsimile, a written confirmation letter to the County specifying the dates and times reserved. The Firing Range telephone number is (914) 231-4381 & facsimile number is (914) 231-4389.

**Section 2.** In exchange for the use of the Firing Range, which will be staffed by a Department safety officer, Carmel shall pay a flat fee of Three Thousand and Ninety (\$3,090.00) Dollars per eight hour tour, for a maximum number of 36 officers in attendance. The Firing Range shall be operated under the direction of the safety officer. Carmel shall adhere to all instructions issued by the Department's safety officer. Carmel shall have the option of requesting the Department provide a firearms instructor to assist with the training process of its employees. If Carmel requests a firearms instructor, Carmel shall pay an additional fee equal to \$108.18 per hour or \$865.44 per eight hour tour. Any one attending the Firing Range shall be responsible to bring his/her own weapons and ammunition.

The County shall send an invoice to Carmel not later than the 15th day of the month following the month in which the services were provided by the County. Carmel shall pay any such invoice within thirty (30) days of receipt thereof.

**Section 3.** Carmel agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "A", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A", Carmel agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, Carmel shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by Carmel or third parties under the direction or control of Carmel; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**Section 4.** In no event shall the County have any obligation to Carmel or its employees for a any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c.

**Section 5.** This term of this Agreement shall commence upon execution and continue in full force and effect for five (5) years.

(Cont.)

**Section 6.** This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

**Section 7.** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner - Sheriff of Public Safety  
Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To Carmel:

Town of Carmel  
60 McAlpin Avenue  
Mahopac, Carmel, New York 10541

**Section 8.** The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the

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party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

**Section 9.** 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.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

**Section 10.** Carmel and the County agree that Carmel and its officers, employees, agents, subconsultants and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, Carmel covenants and agrees that neither Carmel nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

(Cont.)

**Section 11.** Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

**Section 12.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and

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enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**Section 13.** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
George N. Longworth  
Commissioner – Sheriff  
Department of Public Safety

**THE TOWN OF CARMEL**

By \_\_\_\_\_  
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No 131-2016 on May 9, 2016.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 30th day of June, 2016.

Approved as to form and  
Manner of execution:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester

\_\_\_\_\_  
Date



## MUNICIPALITY'S ACKNOWLEDGEMENT

Notary Public                      County

(Signature)

**27 JULY 2016  
TOWN BOARD MEETING**

(Cont.)

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(Title)  
the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that  
he/she is the \_\_\_\_\_ of said municipal corporation.  
(Title)

\_\_\_\_\_  
Notary Public          County

**SCHEDULE "A"**

**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY-Firing Range Agreement)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).



(Cont.)

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Police Professional Liability with minimum limits of \$1,000,000 per occurrence.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

**SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF WESTCHESTER AND THE TOWN OF CARMEL FOR EMPLOYEE ASSISTANCE PROGRAM - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor Kenneth Schmitt to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between the Town of Carmel and The County of Westchester for Employee Assistance Program Services commencing August 1, 2016, and expiring December 31, 2019, at a cost of \$45.00 annually per employee; said Intermunicipal Agreement to be in general form and substance as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk Ann M. Spofford after signature by the Town Supervisor.

**Resolution**

Offered by: Councilman Schneider  
Seconded by: Councilman Lupinacci

(Cont.)

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

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of  
New York having its principal place of business in the Michaelian Office  
Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter  
referred to as the “County”),

Acting by and through its Department of Community Mental Health (hereinafter  
referred to as the “Department”),

and

Town of Carmel, having an office and place of business at 60 McAlpin Avenue, Mahopac, New  
York 10541 (hereinafter referred to as the “Agency”)

**W I T N E S S E T H**

**WHEREAS**, the County and Agency desire to enter into an agreement to provide  
services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and  
Unified Services) of the New York Mental Hygiene Law; and

**WHEREAS** pursuant to the provisions of Articles 25 and 41 of the New York Mental  
Hygiene Law, the County receives funding from the State and local municipalities, among  
others, for preventive, rehabilitative and treatment service programs for the mentally ill, the  
mentally retarded, the developmentally disabled and those suffering from alcohol and substance  
abuse. Pursuant to Article 41, the County also operates an Employee Assistance Program, which  
provides services to various municipalities and school districts within Westchester and Putnam  
counties; and

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**WHEREAS**, the Agency has indicated it would like to receive these services.

**NOW, THEREFORE**, the parties hereto in consideration of the premises and of the  
covenants, agreements, terms and conditions herein contained do agree as follows:

(Cont.)

**Section 1.** The Department shall provide services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and Unified Services) of the New York Mental Hygiene Law to the Agency and shall also render Employee Assistance Program services (hereinafter collectively the "Services") to the Agency as more particularly described in Schedule "A" which is attached hereto and made a part hereof.

**Section 2.** In consideration of the Services to be provided to the Agency by the Department pursuant to Paragraph "1" above, the Agency shall pay to the County a fee of \$45 per employee per year as more fully set forth in Schedule "B" which is attached hereto and made a part hereof.

Any and all payments to be made, including any partial payment made in proportion to the provision of Services, shall be made on a yearly basis within 15 days of submission of an invoice submitted by the Department.

**Section 3.** All records compiled by the Department in completing the work described in this Agreement, including but not limited to evaluation, progress notes, written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the Department.

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**Section 4.** This Agreement shall commence on August 1, 2016 and shall expire on December 31, 2019.

**Section 5.** The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Agency agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and

(Cont.)

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**Section 6. Confidentiality of Records:**

(a) The Department and the Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information. The Department and the Agency agree not to allow examination of records or the disclosure of information except as herein set forth or as may be required by applicable Law.

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(b) The Department and the Agency shall fully inform their own staff members to observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information.

(c) The Department and the Agency shall implement the following procedures for the purpose of safeguarding information and ensuring the protection and confidentiality of said information.

- (1) Records containing individually identifiable information shall be marked "confidential" and kept in locked files or in rooms that are locked when the records are not in use.
- (2) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case record.
- (3) Records shall be transmitted from one location to another in a sealed envelope stamped "confidential" and a receipt shall be obtained documenting delivery of said records. Records may be removed from Department's work locations only with the prior written permission of the Commissioner.
- (4) Interviews with clients shall be conducted at a location and in a manner which maximizes privacy.
- (5) The Agency consistent with applicable statute and regulation shall have access to the following:
  - All identifiable information released with client's consent.
  - Information released is usually within the context of a supervisor's referral.
  - Released information normally includes information regarding compliance with Employee Assistance Program services and treatment and client's medical clearance to return to work

(Cont.)

**Section 7.** The Agency expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age,

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national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 8.** Either party may cancel this Agreement upon ten (10) days prior written notice to the other by certified mail.

**Section 9.** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or mailed postage prepaid, certified mail, return receipt requested, addressed as follows:

To the County: Commissioner  
Westchester County  
Department of Community Mental Health  
112 East Post Road - Second Floor  
White Plains, New York 10601

with copy to: County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Agency: Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

**Section 10.** This Agreement may not be assigned by the Agency without the prior written consent of the County.

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**Section 11.** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.



27 JULY 2016  
TOWN BOARD MEETING

(Cont.)

**Section 12.** This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the County and the Agency have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Mark S. Herceg, Ph.D., Commissioner  
Department of Community Mental Health

**TOWN OF CARMEL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Duly adopted by the Board of Legislators of the County of Westchester on the 27th day of October, 2014 by Act No. 2014-190.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 21st day of July, 2016.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
K:O/CMH/2014 EAP agr.doc

**ACKNOWLEDGMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Cont.)

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

Notary Public

RPL § 309-a; NY CPLR § 4538

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**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

\_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of execution

\_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation  
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full  
force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, a  
Notary Public in and for said State, \_\_\_\_\_  
personally appeared, personally known to me or proved to me on the basis of satisfactory  
evidence to be the officer described in and who executed the above certificate, who being by me  
duly sworn did depose and say that he/she resides at \_\_\_\_\_,  
and he/she is an officer of said  
corporation; that he/she is duly authorized to execute said certificate on behalf of said  
corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public  
Date

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(Cont.)

**SCHEDULE "A"**  
**SCOPE OF SERVICES**  
**TOWN OF CARMEL**

The local jurisdiction will receive the following services from the Department of Community Mental Health (DCMH) Employee Assistance Program:

1. Program consultation and design including technical assistance for development of policies and procedures.
2. Staff development services:
  - a. Program facilitator (s) training for appropriate jurisdictions;
  - b. Labor/Management orientation and training;
  - c. Supervisory training
  - d. Employee Orientations
3. Program Administration
  - a) Data collection;
  - b) Statistical analysis;
  - c) Reporting services for labor and management, as required.
4. Program Maintenance:
  - a) On-going training and education;
  - b) Collection and dissemination of appropriate program data and material;
  - c) On-going training and support for program facilitators;
  - d) Appropriate corrective action for local programs, as required.

5. Client Evaluation and Referral:

Upon contact from a supervisor or a self-referred employee, the local Employee Assistance Program coordinator will contact the County Employee Assistance Program;

- a) County Employee Assistance Program staff will make an appointment for the employee and assign a counselor for the contact;



(Cont.)

- b) The Counselor will interview the employee and complete appropriate assessment and referral services;
- c) County Employee Assistance Program staff will monitor the employee's progress in treatment;
- d) The counselor will provide appropriate follow-up to the local Employee Assistance Program coordinator or other designated supervisory staff.

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**SCHEDULE "B"**  
**BUDGET**  
**TOWN OF CARMEL**

The Inter-Municipal Agreement ("IMA") will be for a term of three years and five months commencing on August 1, 2016 and shall expire on December 31, 2019.

Town of Carmel shall pay to the County a fee of \$45 per employee per year for all three years and five months.

For the purpose of this Agreement, Town of Carmel represents that as of the date hereof Town of Carmel has 175 employees and the total amount for 2016 is \$3,281.25. The fee for 2016 shall be paid upon acceptance of this agreement. The total amount billed by Westchester County Department of Community Mental Health for years 2017 through 2019 shall be based on a head count supplied by Town of Carmel in December of the preceding year and shall be paid in January of each subsequent year.

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**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**

1. Prior to commencing work, the Agency shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director or Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Agency and identify the Agreement.

(Cont.)

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Agency shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Agency to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Agency to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Agency from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Agency concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Agency until such time as the Agency shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Agency shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations
- (ii) Broad Form Contractual
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(Cont.)

(e) Professional Liability. The Agency shall provide proof of such insurance (limits of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate).

3. All policies of the Agency shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Agency

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**PUBLIC HEARING SCHEDULED FOR 9/7/16 - PROPOSED FORMATION OF THE SUNRISE PLACE ROAD IMPROVEMENT DISTRICT - OFFERED AS PARAPHRASED AND PRE-FILED**

WHEREAS, pursuant to Town Law Section 200, the owners of real estate constituting a majority of the frontage fronting or abutting upon either side of the roads set forth herein, private roads in the Town of Carmel which are used for access to the premises of said owners, have petitioned the Town Board of the Town of Carmel to improve said streets by construction and paving of such private roads and other necessary improvements; and

WHEREAS the Town Engineer has prepared a report which calls for the improvements to be made to Sunrise Place, currently a private road within the Town of Carmel; and

WHEREAS the improvements contemplated and considered to the referenced private road shall be: widening of said road to twenty (20) foot width; 8" (eight inches) of Item 4 depth installed; and total asphaltic concrete top depth including top course to be 8" (eight inches); installation of asphalt swale, minor drainage improvements; installation of an asphalt hammerhead 38 (thirty eight) feet by 20 (twenty) feet; and the installation of associated striping, signage and landscaping; and

WHEREAS the maximum amount proposed to be spent for said improvements is approximately FIFTY THOUSAND AND NO/HUNDREDTHS (\$50,000.00) DOLLARS; and

WHEREAS the area benefitted as stated in the petition consists of the following parcels identified by Tax Map Number and the description of said parcels is as follows:

**Section 74.8 Block 1 Lot 19**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Carmel, County of Putnam, and State of New York shown and designated as Lot No. 2 on a certain map entitled "Sunrise Valley Subdivision" dated July 2, 1985, final revision September 6, 1985 and filed in the Putnam County Clerk's Office on April 10, 1986 as Map No. 2128, being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Agor Lane where the same is intersected by the division line between Lot 2 on the aforesaid map and lands now or formerly of Flanigan;

(Cont.)

RUNNING THENCE along the said last mentioned division line South 66 degrees 00 minutes 00 seconds East 378.41 feet to the division line between Lots 2 and 4 on the said filed map;

THENCE along the said last mentioned division line South 23 degrees 48 minutes 15 seconds West 81.92 feet to the division line between Lots 2 and 3 as shown on the aforementioned filed map;

THENCE along the said last mentioned division line South 27 degrees 56 minutes 07 seconds West 203.92 feet to the division line between Lot 2 as shown on the said filed Map No. 2128 and lands now or formerly Secor Association;

THENCE along said last mentioned division line North 61 degrees 01 minutes 00 seconds West 390.04 feet to the easterly side of Agor Lane;

THENCE along the easterly side of Agor Lane North 29 degrees 25 minutes 33 seconds East 252.19 feet to the point or place of BEGINNING;

Section 74.8 Block 1 Lot 18

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam, State of New York, designated as Lot No. 1 as shown on a certain map entitled "Sunrise Valley Subdivision Town of Carmel Putnam County, N.Y." made by John J. Wynne, dated July 02, 1985 and filed in the Office of the Putnam County Clerk on April 03, 1986 as Map No. 2128.

Said lot being more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly side of Agor Lane, where the same is intersected by the division line of the herein described Parcel, and lands now or formerly of Acton;

THENCE along said lands on a course of South 79 degrees 16 minutes East for a distance of 381.77 feet to lands now or formerly of Hynes;

THENCE along said lands, on a course of South 23 degrees 40 minutes 16 seconds West for a distance of 179.47 feet to lands now or formerly of Mancini;

THENCE along said lands on a course of South 24 degrees 23 minutes 11 seconds West for a distance of 115.13 feet to lands now or formerly of Bleeker;

THENCE along said lands on a course of North 66 degrees 00 minutes West for a distance of 378.41 feet to the southeasterly side of Agor Lane;

THENCE along the same on a course of North 29 degrees 25 minutes 33 seconds East for a distance of 144.83 feet, and on a course of North 17 degrees 33 minutes East for a distance of 63.33 feet to the point and place of BEGINNING.

Section 75.5 Block 1 Lot 4

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam, State of New York, designated as Lot No. 3 on a map entitled "Sunrise Valley Subdivision" dated July 2, 1985, filed in the Office of the Putnam County Clerk, Division of Land Records, as Map No. 2128.

(Cont.)

The premises shall be improved by a one family residence only, being not less than 2800 square feet of living space, and the plan hereof must be approved by James B. Flanigan or Rosemary Flanigan, c/o Stockfield &Fixler, Esqs., 76 Brewster Avenue , Carmel, New York, which said consent shall not be unreasonably withheld.

The premises herein is not subject to a Credit Line Mortgage.

“The premises herein being a portion of the same premises conveyed to the grantors herein by deed dated January 10, 1985 and recorded January 14, 1985 in Liber 836 of Deeds at Page 53 in the Putnam County Clerk’s Office, Division of Land Records.”;

Section 75.5 Block 1 Lot 3

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam, State of New York, designated as Lot No. 4 on a certain map entitled “Sunrise Valley Subdivision” dated July 2, 1985, final revision September 6, 1985 and filed in the Putnam County Clerk’s Office on April 10, 1986 as Map No. 2128.

The premises shall be improved by a one family residence only, being not less than 2800 square feet of living space, and the plan hereof must be approved by James B. Flanigan or Rosemary Flanigan, c/o Stockfield &Fixler, Esqs., 76 Brewster Avenue , Carmel, New York, which said consent shall not be unreasonably withheld.

The premises herein is not subject to a Credit Line Mortgage.

WHEREAS the expense of said improvements, pursuant to Town Law Section 202(2) shall be borne by local assessment upon the aforementioned lots and parcels of land especially benefitted by the improvements and the Town Board will establish a Road Improvement District to allocate the cost of said improvements among the benefitted properties; and

WHEREAS, subsequent to said improvements, it is proposed to accept said roads for dedication to the Town by the property owners;

IT IS HEREBY ORDERED that a Public Hearing be held on the 7th day of September, 2016 at 7:00 PM at the Carmel Town Hall, 60 McAlpin Avenue, Mahopac, NY on the Petition For Formation Of Street Improvement District Pursuant to Town Highway Law Section 200 in regard to Sunrise Place Road Improvement District; and

BE IT FURTHER ORDERED that the Town Clerk shall cause a certified copy of this order to be published at least once in the official newspapers of the Town, the first publication to be not less than ten nor more than twenty days before the date of the aforementioned hearing, and shall cause a copy of this order to be posted on the sign board of the town maintained pursuant to Section 30 subdivision six of the Town Law of the State of New York, and

BE IT FURTHER ORDERED that the Town Engineer shall cause a copy of this order to be posted in at least five public places along the private roads referenced herein not less than ten nor more than twenty days before the date of the aforementioned hearing.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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

**NOTICE REQUIREMENT WAIVED IN SECTION 64 OF THE NEW YORK STATE  
ABC LAW WITH RESPECT TO A LIQUOR LICENSE - PUTNAM NATIONAL GOLF  
COURSE**

WHEREAS, the County of Putnam and representatives and/or proprietors of Homestyle II at Putnam National, Inc. dba Putnam National Golf Course, located at 187 Hill Street, Mahopac, NY, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the ABC Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty day notice requirement contained in Article 5 of the Alcoholic and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

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

**PUBLIC COMMENTS - AGENDA ITEMS**

No member of the public wished to comment at this time.

**TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS**

No member of the Town Board wished to comment at this time.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Schneider, with all Town Board members present and in agreement, the meeting was adjourned at 8:02 p.m. to the scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk