

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

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Michael Cazzari on the 6th day of December 2023 at 7:03 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Baranowski, Councilman Lombardi, Councilwoman McDonough, Councilman Schanil and Supervisor Cazzari.

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

PUBLIC COMMENTS

There were no public comments at this time.

ENVIRONMENTAL CONSERVATION BOARD APPOINTMENT MADE - EMILY LAVELLE - COMMENCING 12/6/2023 AND EXPIRING 6/13/2025

RESOLVED that the Town Board of the Town of Carmel hereby appoints Emily Lavelle to the Town of Carmel Environmental Conservation Board for a term commencing immediately and expiring June 13, 2025.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Schanil

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

Supervisor Cazzari welcomed Emily Lavelle to the Environmental Conservation Board and noted that she interned with the Town Engineer over the summer.

PROPOSAL OF PUBLIC SECTOR HR CONSULTANTS LLC FOR HUMAN RESOURCE CONSULTING SERVICES - ACCEPTED

RESOLVED that the Town Board of the Town of Carmel accepts the proposal of Public Sector HR Consultants LLC of Glenville, NY for Human Resource Consulting Services dated November 9, 2023 in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Michael Cazzari is hereby authorized to sign the aforesaid proposal and any necessary related documentation in connection therewith.

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 Schanil
Seconded by: Councilwoman McDonough and Councilman Lombardi

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

(Cont.)

	<p>TOWN OF CARMEL</p> <hr/> <p>Professional Services Agreement</p> <hr/> <p>HUMAN RESOURCE CONSULTING SERVICES</p>
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PARTIES TO AGREEMENT

This Professional Services Agreement is made by and between the Town of Carmel, herein referred to as the “Client”, and Public Sector HR Consultants LLC (PSHRC), with principal offices located at 14 Knollwood Drive, Glenville, NY, 12302.

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client’s human resource management needs. In the event the Client requests that its legal counsel participates in any aspect of PSHRC’s human resource management, PSHRC will consult with the Client’s legal counsel as directed. The Client understands and agrees that PSHRC’s role is limited to an advisory capacity only and that the application and implementation of the information and services provided by PSHRC, and any employment actions pursued as a result of advice furnished by PSHRC, are solely the responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or other trier of fact absent gross negligence or willful misconduct of PSHRC, in which case damages shall be limited to consideration paid to PSHRC.

PROFESSIONAL SERVICES – On Demand Human Resource Consulting

Upon specific request and authorization by the Client, Public Sector HR Consultants LLC will provide on-site and/or remote telephone and e-mail consulting services to address the Client’s personnel policies and practices and general human resource management related issues, including, but not limited to:

- Management Skills Development
- Effective Coaching, Counseling and Corrective Discipline
- Workplace Investigations
- Update Employee Handbook as needed to Comply with Federal and State Labor Regulations
- Civil Service Compliance

Public Sector HR Consultants LLC
14 Knollwood Drive • Glenville, New York 12302 • Phone 518.399.4512

INDEMNIFICATION AND DEFENSE

The Client acknowledges and agrees that PSHRC’s role is limited to an advisory capacity and that, as such, PSHRC has no authority or responsibility to apply and/or implement the advice, information, and services provided to the Client. Moreover, the parties acknowledge and agree that PSHRC owes a duty and is responsible solely to the Client, not the employees of the Client or any third party. The application and/or implementation of the advice, information, and services provided by PSHRC are solely the responsibility of the Client. Therefore, in the event that any third party (including any employee of the Client) asserts any claims or charges against PSHRC: (a) the Client agrees to indemnify and hold harmless PSHRC against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from the services provided to the Client by PSHRC, or by any agent or employee of PSHRC, in the performance of and/or the failure to perform the agreed upon services; and (b) the Client agrees to reimburse PSHRC for all attorneys’ fees and obligations for legal expenses associated with PSHRC’s engagement of counsel of PSHRC’s choosing.

TERM OF AGREEMENT

Either party may terminate this Agreement at any time by providing written notice to the other party. The fees specified in this agreement are subject to change upon written notice from PSHRC to the client not less than thirty days in advance of the date the change is to become effective. The Client must acknowledge and agree to any fee changes in writing.

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FEE FOR SERVICES

- **On Demand Human Resource Consulting** – The fee for professional services requested and authorized by the Client under this agreement will be \$200 per hour, billable in ¼ hour increments. Alternatively, under the terms of this agreement a mutually agreed upon fixed fee may be applied for a distinctly defined project or activity.
- **Travel Expenses** – The client will be billed for travel expenses directly related to providing “on-site” services under this agreement. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time of travel. Additionally, travel time (round trip in transit between the PSHRC consultant’s office location) will be billed at the rate of \$100 per hour.
- **Payment Terms** – Fees and travel expenses will be billable to the Client either on a monthly basis, or upon the conclusion of the assigned project. Invoices will be due upon receipt.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives.

Town of Carmel	Public Sector HR Consultants LLC
<i>Signature:</i> _____	<i>Signature:</i> <u>Ronni M. Travers</u>
<i>Date:</i> _____	<i>Date:</i> <u>11/9/23</u>
<i>By:</i> _____	<i>By:</i> <u>Ronni M. Travers, SPHR</u>
<i>Title:</i> _____	<i>Title:</i> <u>President</u>

Supervisor Cazzari stated that the Town has utilized the services of Ronni Travers in the past. He noted that Public Sector HR Consultants LLC is a very good firm and that he looks forward to working with them.

REQUEST FOR PROPOSALS AUTHORIZED - IMPROVEMENTS AND UPDATES TO THE TOWN OF CARMEL’S WEB SITE

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Anne Pasquerello, Chief of Staff, to request for proposals for improvements and updates to the Town of Carmel’s Web Site.

Resolution
Offered by: Supervisor Cazzari
Seconded by: Councilwoman McDonough

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

PUBLIC HEARING SCHEDULED FOR 12/13/2023 RE-SCHEDULED TO 1/17/2024 - PROPOSED LOCAL LAW AMENDING CHAPTER 111 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED "PEDDLING AND SOLICITING"

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the re-scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 17, 2024 at 7:00 p.m. or as soon thereafter that evening as possible, on a proposed Local Law amending Chapter 111 of the Code of the Town of Carmel, entitled "Peddling and Soliciting"; and
BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspapers of the Town and on the Town bulletin board regarding this Public Hearing.

(Cont.)

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Baranowski

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

SETTLEMENT OF LITIGATION AUTHORIZED - HAUGHEY V. COUNTY OF PUTNAM, ET AL.

WHEREAS there is currently pending in the United States District Court, Southern District of New York under Docket No. 18 CV 2861 a certain lawsuit entitled Haughey v. County of Putnam, et al.; and

WHEREAS a proposed settlement of the litigation has been negotiated by Kenneth Pitcoff of Morris, Duffy Alonso Faley & Pitcoff, counsel for the Town of Carmel in that matter, who has recommended approval of the proposed settlement;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as recommended; and

BE IT FURTHER RESOLVED that Kenneth Pitcoff or any other authorized member/associate of Morris, Duffy, Alonso Faley & Pitcoff is hereby authorized to sign, on behalf of the Town of Carmel, any stipulation/stipulation and order of settlement and reflecting the terms of the settlement.

Resolution
Offered by: Councilman Baranowski
Seconded by: Supervisor Cazzari

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

Town Attorney Gregory Folchetti explained that the matter relates to a malicious prosecution/false arrest case in connection with the prosecution of an arson offense in Putnam County in 2007. It was tried in 2008 and the individual was convicted. Approximately nine years into his sentence, the conviction was overturned or vacated. The litigation then commenced against the Town of Carmel, the County of Putnam and the Carmel Fire Department. It went on for a period of about five years and is being handled by the estate of the original defendant who had passed away. It was up for trial early in November.

Town Attorney Folchetti further explained that after discussions were held and mediation engaged between the parties, the counsel appointed by NYMIR to represent the Town’s interest contacted the Town Supervisor and himself approximately three weeks ago with the terms of a general proposed settlement. The Town will only be responsible to pay the \$1,000.00 deductible with the remainder to be contributed by the Town to come from the Town’s policy proceeds. All three defendants are contributing to the settlement. The counsel is asking that the Town Board approve the settlement pursuant to the terms of the Town’s liability policy.

**ENTRY INTO LICENSE AGREEMENT WITH COUNTY OF WESTCHESTER
AUTHORIZED - CARMEL POLICE DEPARTMENT RADIO AND ANTENNA
EQUIPMENT**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Anthony R. Hoffmann, hereby authorizes entry into a license agreement with the County of Westchester for the radio and antenna equipment for use by the Town of Carmel Police Department, said agreement to be in form and substance as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to execute such agreement and any other documentation necessary to accept the terms set forth in the referenced license agreement.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilman Schanil

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

THIS LICENSE AGREEMENT (the “Agreement”), made the _____ day of _____, 2023 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")

and

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 the “Licensee”).

W I T N E S S E T H:

WHEREAS, the Licensee participates in the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (the “Mutual Aid Plan”); and

WHEREAS, the County operates public safety radio communication systems (the “County Radio Systems”) for the County Department of Public Safety (“DPS”), the Department of Emergency Services (“DES”), and the Department of Public Works and Transportation (“DPWT”) Bee-Line transit operations, as well as for communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions; and

WHEREAS, in 2007, the County installed a control station radio and associated equipment, at the Licensee’s police headquarters located at 60 McAlpin Avenue, Mahopac, New York 10541 (the “Site”) for mutual aid purposes; and

WHEREAS, in 2021, the County replaced the control station radio with an APX 8500 control station radio as set forth in Schedule “A” (the “Control Station Radio”), which, along with the associated and appurtenant equipment, are referred to herein as the “Radio Equipment”; and

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WHEREAS, the County has obtained a Statewide Interoperable Communications Grant from the New York State Division of Homeland Security and Emergency Services (“NYSDHSES”), being Contract No. 197794, as may be renewed, amended or extended from time to time, a copy of which is on file with the Commissioner of the County Department of Emergency Services and available upon request (the “State Grant Agreement”), which the County wishes to use to replace the single band VHF antenna at the Site with a Sinclair SC2340 Tri-band Omni Antenna or similar antenna (the “Tri-Band Antenna) to connect the Control Station Radio to the County’s P25 Trunked Radio System, which is one of the newly installed County Radio Systems; and

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WHEREAS, the Radio Equipment and Tri-Band Antenna are collectively referred to herein as the “Equipment”;

WHEREAS, the Licensee desires to permit the installation of the Equipment according to the terms set forth herein.

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

ARTICLE I
GENERAL PROVISIONS

Section 1.1. The recitals are hereby incorporated by reference.

Section 1.2. The Licensee acknowledges that the Radio Equipment was properly installed by the County and is in proper and good working condition.

Section 1.3. The County, acting by and through the Westchester County Commissioner of Department of Public Safety or his designee (the “Commissioner”), shall furnish and install the Tri-Band Antenna to replace the current single band antenna at the Site according to the terms set forth in Schedule “A”.

Section 1.4. The Licensee agrees to provide the County with reasonable access to the Site, equipment and information necessary for the County or its vendor to install the Tri-Band Antenna.

Section 1.5. The Licensee acknowledges and agrees that the Equipment is intended to enhance the ability of Licensee, the County and other first responders to safely and reliably communicate with each other during mutual aid events.

Section 1.6. The Licensee acknowledges that the distribution, installation and use of the Tri-Band Antenna is subject to the State Grant Agreement.

Section 1.7. Once installed by the County, Licensee shall not uninstall, change or reassign the location or unit assignment of the Equipment without obtaining the prior written consent of the County.

Section 1.8. The County will furnish and install the Tri-Band Antenna at no charge to Licensee.

Section 1.9. The parties recognize and acknowledge that the ability of the County to furnish the Tri-Band Antenna is subject to the availability of funding and the County’s receipt of funds under the State Grant Agreement. No liability shall be incurred by the County to install the Tri-Band Antenna if the County is unable to obtain such funding. It shall be within the County’s sole discretion whether it installs the Tri-Band Antenna and, if it does install the Antenna, how much and what type of antenna to furnish Licensee.

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If, for any reason, the full amount of said funds is not paid over or made available to the County, the County may terminate the Agreement immediately. The County shall give prompt notice of any such termination.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to terminate this Agreement.

Section 1.10. The license granted hereunder shall include the County's officers, employees, agents, and contractors ("Permitted Persons") provided they comply with each and every term of this Agreement. The County shall be responsible to ensure that all Permitted Persons comply with each and every term of this Agreement. All Permitted Persons are neither employees of the Licensee nor under contract with the Licensee, and County alone is responsible for their work, direction, compensation and personal conduct while so engaged.

Section 1.11. The Licensee agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.

ARTICLE II

TERMS OF USE OF THE EQUIPMENT AND THE COUNTY RADIO SYSTEM

Section 2.1. The Licensee agrees that the Equipment, as well as all of the radio communication systems programmed into the Equipment, shall be used only for public safety communication and mutual aid purposes.

Section 2.2. The County hereby grants to the Licensee, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Equipment and County Radio Systems in accordance with the terms of this Agreement. The County shall retain control and responsibility for the County Radio Systems.

Section 2.3. The parties acknowledge and agree that the County is going to obtain and hold the FCC licenses for the County Radio Systems. Licensee shall take no action that causes the County to be in violation of its FCC licenses.

Section 2.4. The County Radio Systems shall remain County property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

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Section 2.5. The Licensee shall be responsible for the operation, maintenance, repair, and use of the Equipment, including all costs and expenses associated thereto.

Section 2.6. The Licensee shall, at its sole cost and expense, maintain the Equipment in good working order and condition, and shall be responsible for the repair or replacement of the Equipment if damaged following the Equipment warranty period, if any.

Section 2.7. The County has established mandatory user guidelines and operating procedures for all users of the County Radio Systems, which the County may change and update from time to time ("User Guidelines"). The Licensee agrees to abide by the User Guidelines. If Licensee fails to abide by the User Guidelines, the Licensee acknowledges and agrees that the County may immediately disconnect, suspend or terminate the Licensee's use of the County Radio Systems. A copy of the User Guidelines will be supplied to Licensee upon its request.

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Section 2.8. The Licensee shall not add any new equipment to the County Radio Systems, modify the Equipment or the County Radio Systems, or reassign the location or unit assignment of the Equipment, without the prior written consent of the County. Once approved, all of the terms of this Agreement shall apply to such new equipment, modification or reassignment.

Section 2.9. The Licensee shall ensure that only qualified persons with appropriate training utilize the Equipment. The Licensee shall ensure that all qualified persons comply with all applicable laws, rules and regulations, including, those promulgated by the FCC, when utilizing the Equipment. The Licensee shall participate in any testing and training on the Equipment that may be required by the County.

Section 2.10. The Licensee shall maintain custody and control of the Equipment and shall not transfer custody and control of the Equipment except as provided in this Agreement.

Section 2.11. The County Radio Systems shall be available to the Licensee for only as long as the County, in its sole discretion, makes the County Radio Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Radio Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Radio Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Radio Systems are made available to users, each user will have access to the County Radio Systems, in their then-current form. The County in its sole discretion may change the County Radio Systems as it deems necessary and proper.

Section 2.12. The Licensee understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Equipment upon notice to the Licensee. In the event the County notifies Licensee of such a reissuance, the Licensee will promptly return possession of the Equipment to the County as directed by the Commissioner.

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The Licensee agrees to relinquish any claim in law or equity it may have concerning the Equipment in the event of Equipment redeployment or reissuance.

ARTICLE III **EQUIPMENT PURCHASED WITH STATE GRANT FUNDS**

Section 3.1. STATE GRANT EQUIPMENT: (a) This Article III shall apply to any Equipment paid for by the County with funds provided under the State Grant Agreement. Such Equipment for purposes of this Article III shall be referred to as the "State Grant Equipment".

(b) The Licensee agrees to comply with all terms, conditions and provisions in the State Grant Agreement applicable to the State Grant Equipment.

Section 3.2. OWNERSHIP OF STATE GRANT EQUIPMENT: The Licensee agrees that title to the State Grant Equipment shall be governed by the terms of the State Grant Agreement. The Licensee will not sell or otherwise transfer the State Grant Equipment. The Licensee agrees that the NYSDHSES retains ultimate control over and ownership of the State Grant Equipment pursuant to the terms of the State Grant Agreement. The Licensee may dispose of the State Grant Equipment only pursuant to the terms in the State Grant Agreement.

Section 3.3. REPORTING: The Licensee shall submit to the County Department of Emergency Services ("DES") all documentation, information or forms that DES needs in order to comply with the reporting requirements under the State Grant Agreement.

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Section 3.4. NON-DISCRIMINATION REQUIREMENT: The Licensee will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Licensee shall not by reason of race, creed, color disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

Section 3.5. AUDIT: The Licensee will allow the NYSDHSES and/or DES to conduct periodic visits for the purposes of inspection, inventory of the Equipment and auditing the records required hereunder. This Agreement may be subject to fiscal and program audits by NYSDHSES, Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulation, and guidelines applicable to the State Grant Agreement.

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ARTICLE IV
EQUIPMENT PURCHASED WITH BIT 32 COUNTY BOND FUNDS

Section 4.1. BIT32 EQUIPMENT: (a) This Article IV shall apply to Radio Equipment paid for by the County with County bond funds authorized pursuant to County Bond Act Nos. 2018-108, 2018-109, 2018-110, 2018-111, 2018-112, 2018-113, 2018-114, and 2019-115, as amended. Such Radio Equipment for purposes of this Articles IV shall be referred to as the "BIT32 Radio Equipment". In addition to the provisions in Articles I, II and V, the parties agree that the provisions in this Article IV shall apply to the BIT32 Radio Equipment.

(b) The parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. ("Agreement IT- 1559") through which the County purchased the BIT32 Radio Equipment. For purposes of this Article II, the terms and conditions of Agreement IT-1559 that pertain to the use of the BIT32 Radio Equipment are hereby made a part hereof and incorporated herein by reference. A copy of Agreement IT-1559 is on file with the Chief Information Officer of the County Department of Information and Technology and the terms that pertain to the use of the BIT32 Equipment are available upon request.

Section 4.2. AUTHORIZED USER: The Licensee acknowledges and understands that through this License Agreement it is an Authorized User (as the term Authorized User is defined in Agreement IT-1559) of the BIT32 Radio Equipment. The Licensee agrees to use the BIT32 Radio Equipment in a manner that does not violate the terms of Agreement IT-1559.

Section 4.3. OWNERSHIP OF RADIO EQUIPMENT: Title to the BIT32 Equipment shall remain with the County unless, at the end of the Term, (a) the period of probable usefulness of the County bonds issued to finance the BIT32 Equipment, which is ten (10) years, has passed, and (b) the County has not sooner terminated the License Agreement pursuant to Section 5.4. If at the end of the Term both Section 4.3 (a) and (b) are satisfied, then title to BIT32 Equipment shall pass to the Licensee at the end of the Term.

The Licensee agrees that it will not sell or otherwise transfer custody and control of the BIT32 Equipment during the Term of the Agreement.

Section 4.4. USE OF SOFTWARE: (a) The Licensee may use the Software (as defined in Agreement IT-1559) for BIT32 Radio Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

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(b) The Licensee will take reasonable efforts to ensure it and any third party under the Licensee's direction or control will not (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works

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of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

ARTICLE V **MISCELLANEOUS**

Section 5.1. AUTHORIZED USE OF RADIO EQUIPMENT: The Licensee agrees that the Radio Equipment shall be used for emergency response situations, such as responding to a fire, medical or other emergency, or law enforcement matters, or to fulfill mutual aid requests in accordance with applicable law.

Section 5.2. TERM: The term of this Agreement shall commence retroactively on January 1, 2007 and continue in full force and effect to the end of the useful life of the Radio Equipment and through the proper disposal of the Radio Equipment, unless the Agreement is terminated sooner as provided for in this Agreement.

Section 5.3. AUDIT: The Licensee will allow the County conduct periodic visits for the purposes of inspection, inventory of the Radio Equipment and auditing any records required hereunder.

Section 5.4. TERMINATION:

(a) The County on thirty (30) days notice to Licensee may terminate this Agreement in whole or in part when it deems it to be in its best interest.

(b) The Licensee on thirty (30) days notice to the County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

(c) In the event the Licensee defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon forty-eight (48) hours written notice to the Licensee.

(d) Upon termination, all rights of the Licensee to the use of the Radio Equipment shall absolutely cease and terminate; and thereupon the Licensee shall within ten (10) days of the effective date of the termination, return the Radio Equipment to the County or the County may,

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by its agents, enter upon the premises where any of the Radio Equipment may be and retake possession of all or any such Radio Equipment.

Section 5.5. ASSIGNMENT: The Licensee shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement or the Radio Equipment without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the County is void.

(Cont.)

Section 5.6. COMPLIANCE WITH LAW: The Licensee shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations and Executive Orders.

Section 5.7. INSURANCE: In connection with accessing the Site, the County agrees to self-insure liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Further, if the County changes from a self-insurance program to a traditional insurance program then the County shall forward certificates of General Liability coverage naming the Licensee as an additional insured.

Section 5.8. INDEMNIFICATION:

The Licensee agrees, (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Licensee 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 Licensee or third parties under the direction or control of the Licensee; 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; and

(c) In the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 5.9. ANTI-DISCRIMINATION: The Licensee 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, 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 Licensee acknowledges and understands that the

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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 5.10. WAIVER: Failure of either party 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 of such term or condition, but the same shall remain in full force and effect.

Section 5.11. INDEPENDENT CONTRACTOR: The Licensee is an independent contractor and shall not make any claim, demand or application to or for any right based upon any different status.

Section 5.12. SEVERABILITY: 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 enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 5.13. HEADINGS: The headings in this Agreement shall be for references purposes only.

(Cont.)

Section 5.14. NOTICES: 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
Department of Public Safety
1 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

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To the Licensee:

Section 5.15. ENTIRE AGREEMENT: 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.

Section 5.16. ENFORCEMENT: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

Section 5.17. COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW.]

6 DECEMBER 2023
TOWN BOARD MEETING

(Cont.)

IN WITNESS WHEREOF, the County of Westchester and the Licensee have caused this Agreement to be executed.

COUNTY OF WESTCHESTER:

By: _____
Terrance Raynor
Acting Commissioner/Sheriff
Department of Public Safety

TOWN OF CARMEL:

By: _____
(Name and Title)

Authorized by the Westchester County Board of Acquisition and Contract on the _____ day of _____, 2023.

Approved:

Associate County Attorney
The County of Westchester

LICENSEE'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2023, before me personally came _____, to me known, and known to me to be the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at _____ and that he is _____ of said municipal corporation.

Notary Public County

(Cont.)

CERTIFICATE OF AUTHORITY
(Licensee)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

(Name of Licensee)
(the "Licensee") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village
Law, Town Law, General Municipal Law)
named in the foregoing agreement that _____
(Person executing agreement)
who signed said agreement on behalf of the Licensee was, at the time of execution
_____ of the Licensee,
(Title of such person),
that said agreement was duly signed for on behalf of said Licensee by authority of its

(Town Board, Village Board, City Council)
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 this _____ day of _____, 2023, 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 is
the _____ of said municipal corporation.
(title)

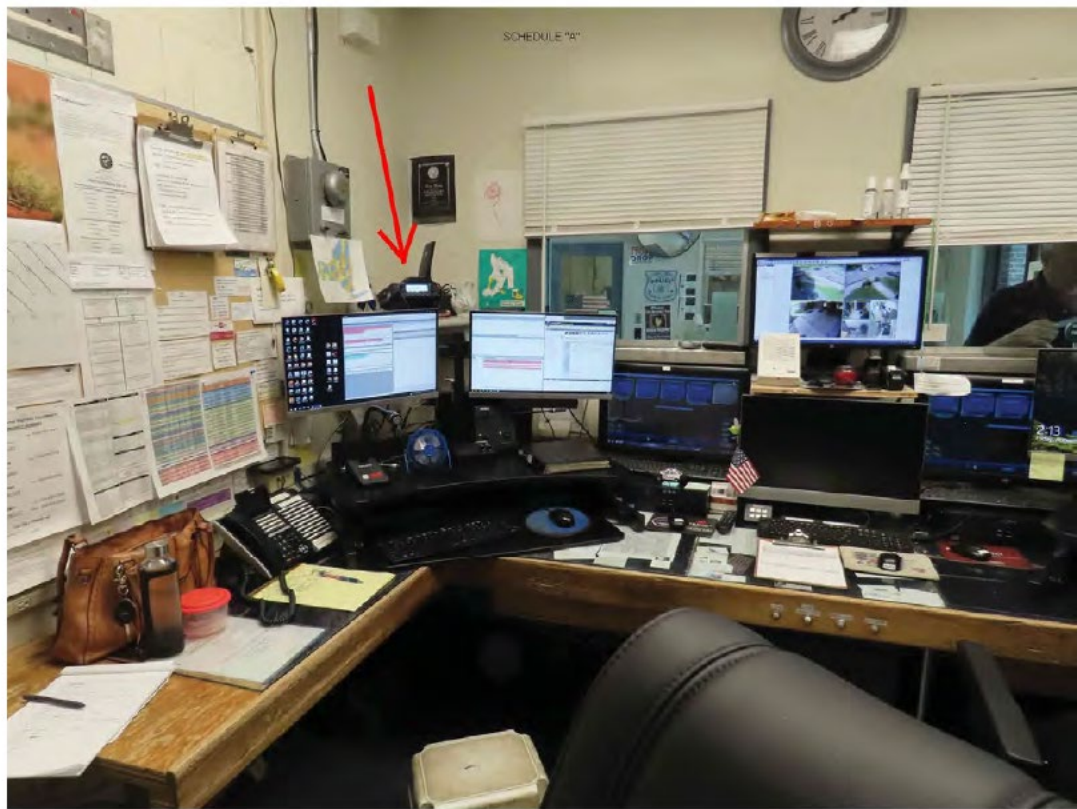
Notary Public County

SCHEDULE "A"
RADIO EQUIPMENT AND LOCATION OF INSTALLATION

SCHEDULE "A"

Agency	Town of Carmel
Address	60 McAlpin Ave, Mahopac, NY 10541
Radio Serial Number	681CWT7731
Radio Location	Front Desk

(Cont.)



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Supervisor Cazzari commented that in the past, the Police Department had a copper phone line referred to as the hotline. Since then, the copper has been removed and replaced with radio frequency technology.

6 DECEMBER 2023
TOWN BOARD MEETING

HIGHWAY DEPARTMENT - PURCHASE OF 2023 RAM 1500 4X4 TRUCK FROM ROBERT GREEN TRUCK & AUTO AUTHORIZED THROUGH ONONDAGA COUNTY BID AWARD - NOT TO EXCEED \$42,580.66 AND PURCHASE OF FISHER SD SNOW PLOW FROM BURQUIP AUTHORIZED - NOT TO EXCEED \$6,125.00

RESOLVED, that the Town Board of the Town of Carmel and upon the recommendation and request of Town Highway Superintendent, Michael Simone, in his memo dated December 4, 2023 hereby authorizes the purchase of a 2023 RAM 1500 4x4, from Robert Green Truck & Auto, Vendor #3608 through Onondaga County Bid Award Contract #0010808 at a cost not to exceed \$42,580.66 in accordance with the price quote dated December 1, 2023 and a 7.5" Fisher SD Snow Plow from BURQUIP, Vendor #709 at a cost not to exceed \$6,125.00 in accordance with the price quote dated December 1, 2023; and

BE IT FURTHER RESOLVED that Town Supervisor Michael S. Cazzari is hereby authorized to sign any and all documentation necessary to accept the proposal authorized herein; 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 Schanil
Seconded by: Councilman Lombardi

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

COMMENTS/ANNOUNCEMENTS

Supervisor Cazzari announced that in honor of Pearl Harbor Remembrance Day, the Mahopac VFW will be hosting a service tomorrow at 11:00 a.m. at their post on East Lake Boulevard.

Supervisor Cazzari announced that there will be a Menorah lighting ceremony on December 10, 2023 at 4:00 p.m. on the shores of Lake Gleneida.

Supervisor Cazzari acknowledged the first day of Hanukkah which begins at sundown tomorrow.

Supervisor Cazzari announced that the Town Board's last voting meeting of the year will be held on December 13, 2023.

Councilman Schanil commended the Hamlet of Carmel Civic Association, the Knights of Columbus and the Ladies Auxiliary for their outstanding efforts in connection with the very successful Holiday on the Lake event held recently.

Councilman Schanil congratulated the Carmel High School Varsity Football team on another great season.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Baranowski, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:15 p.m. to their scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk