

**MICHAEL S. CAZZARI**  
Town Supervisor

**ROBERT F. SCHANIL, JR.**  
Town Councilman  
Deputy Supervisor

**STEPHEN J. BARANOWSKI**  
Town Councilman  
**FRANK D. LOMBARDI**  
Town Councilman  
**SUZANNE MC DONOUGH**  
Town Councilwoman

TOWN OF CARMEL  
TOWN HALL



60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 • Fax (845) 628-6836  
www.ci.carmel.ny.us

**ANN SPOFFORD**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

**TOWN BOARD VOTING MEETING**  
**Wednesday, May 3, 2023 7:00pm**

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PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call Attendance**
- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

**Public Hearing:** Pursuant to New York Eminent Domain Procedure Law Article 2 §202 in Regard to the Design, Placement and Construction of a New Water Treatment Plant Facility for Carmel Water District #2

**Town Board Voting Meeting:**

- **Accept Town Board Minutes April 5, 2023**
  1. Res: Authorizing Return of Bond – Pulte Homes of New York, Inc. Lot 4 TM# 55.14-1-11.2
  2. Res: Authorizing Return of Bond – Pulte Homes of New York, Inc. Lot 5 TM# 55.14-1-11.3
  3. Res: Authorizing Bond Reduction – Zakon, Joe-d/b/a 14 Nicole Way LLC, TM#65.6-1-22
  4. Res: Declaring Certain Equipment Obsolete and Authorizing Disposal
  5. Res: Authorizing Filing of Semi-Annual MS4 Stormwater Report
  6. Res: Authorizing Additions and Deletions to the Active List of the Mahopac Volunteer Fire Department
  7. Amended Res: Authorizing Purchase of Playground Equipment – Airport Park
  8. Res: Calling Performance Bond of Blitman Mahopac, LLD in Regards to the Improvements Proposed for Random Ridge Realty Subdivision
  9. Res: Authorizing Signing of Change Order #4 Town Wide Water Tank Rehabilitation Contract No.C268
  10. Res: Authorizing Entry into Agreement with County of Putnam Special Patrol Officers

- **Town Board Comments**
- **Motion to Move into Executive Session**

**Executive Session:**

1. Michael Carnazza, Bldg. & Codes Enforcer – Personnel
  2. Supervisor Michael Cazzari – Personnel
- **Motion to Adjourn Meeting**



**Ann Spofford**

Town Clerk

Town of Carmel

[ams@ci.carmel.ny.us](mailto:ams@ci.carmel.ny.us)

Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541

Telephone: 845.628.1500

Fax: 845.628.7434

**NOTICE OF PUBLIC HEARING  
UNDER THE EMINENT DOMAIN PROCEDURE LAW  
IN REGARD TO THE DESIGN, PLACEMENT AND CONSTRUCTION OF A  
NEW WATER TREATMENT PLANT FACILITY FOR CARMEL WATER DISTRICT #2**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel pursuant to New York Eminent Domain Procedure Law Article 2, §202 will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, May 3, 2023 at 7:00 p.m. or as soon thereafter that evening as possible for discussion and consideration of the acquisition by Carmel Water District #2, pursuant NY Eminent Domain Procedure Law, the real property and improvements located at 1760 Route Six in the Town of Carmel, also known and designated as Town of Carmel Tax Map No. 55.6 Block 1 Lot 31 for the design, placement and construction of a new water treatment plant facility for Carmel Water District #2, and whether such proposed acquisition is in furtherance of the public purposes of providing and constructing a new water treatment plant facility for Carmel Water District #2 and the residents and users located within such district.

At said Public Hearing, all interested persons will be given the opportunity to express their views concerning the economic and social effects of the action, its impacts on the environment and its consistency with the goals and objectives established by the community. The proceedings will be recorded. Persons may make oral statements and/or file written statements. Written statements submitted at the hearing or mailed to the Town Clerk no later than May 10, 2023 will be made part of the record.

The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Those property owners who may subsequently wish to challenge condemnation of the their property via judicial review may do so only on the basis of issues, facts, and objections raised at the hearing (EDPL§ 202(C)(2)).

Each individual assessment record billing owner ("property owner") or his or her attorney of record whose property may be acquired shall note that, under EDPL § 207(A), a petition to seek judicial review of the condemner's determination and findings must be

filed within 30 days after the condemner's completion of its publication of its determination and findings. Further, the exclusive venue for judicial review of the condemner's determination and findings is the appellate division of the Supreme Court of the State of New York, County of Putnam.

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

**RESOLUTION #1**

**RESOLUTION AUTHORIZING RETURN OF BOND – PULTE HOMES OF NEW YORK, INC. LOT 4-TM#55.14-1-11.2**

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

WHEREAS said application had been previously reviewed by the Town Engineer and return of the bond has been previously recommended and approved by the Planning Board; NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the return of the aforementioned bond posted for Pulte Homes of New York, Inc., the Carmel Centre Senior Housing, Lot 4, Hartford Fire Insurance Co. Bond No. 59BSBEA8754, in the amount of \$839,220.90.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #2**

**RESOLUTION AUTHORIZING RETURN OF BOND – PULTE HOMES OF NEW YORK, INC. LOT 5-TM#55.14-1-11.3**

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

WHEREAS said application had been previously reviewed by the Town Engineer and return of the bond has been previously recommended and approved by the Planning Board; NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the return of the aforementioned bond posted for Pulte Homes of New York, Inc., the Carmel Centre Senior Housing, Lot 5, Hartford Fire Insurance Co. Bond No. 59BSBEA8753, in the amount of \$872,660.75.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #3**

**RESOLUTION AUTHORIZING BOND REDUCTION – JOE ZAKON - d/b/a 14 NICOLE WAY LLC, TM# 65.6-1-22**

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

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

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

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #4**

**RESOLUTION DECLARING CERTAIN EQUIPMENT OBSOLETE  
AND AUTHORIZING DISPOSAL**

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #5**

**RESOLUTION AUTHORIZING FILING OF ANNUAL MS4 STORMWATER REPORT**

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

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

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



**RESOLUTION #6**

**RESOLUTION AUTHORIZING ADDITIONS AND DELETIONS TO THE ACTIVE LIST OF THE MAHOPAC VOLUNTEER FIRE DEPARTMENT**

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

**Cody Whitten, Mahopac, NY**

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

**Tyler Paustian**

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #7**

**AMENDED RESOLUTION AUTHORIZING PURCHASE OF  
PLAYGROUND EQUIPMENT – AIRPORT PARK**

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

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

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #8**

**RESOLUTION CALLING PERFORMANCE BOND  
OF BLITMAN MAHOPAC, LLC IN REGARD TO THE IMPROVEMENTS PROPOSED  
FOR RANDOM RIDGE REALTY SUBDIVISION**

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

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

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

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

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #9**

**RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #4 TOWN WIDE WATER TANK AND REHABILITATION CONTRACT NO. C268**

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

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.4 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts, #1, #8, #10 and #13, hereby authorizes Michael Cazzari to sign Change Order #4 to the aforementioned contract, resulting in an overall contract price increase of \$96,992.41, said Change Order to be in form as attached hereto and made a part hereof; and

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**C268 – Rehabilitation of Water Tanks Project**

PROJECT

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

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

CONTRACTOR: Arold Construction

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

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

**CWD #8**

**Reason for Change Order:**

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

**Description:**

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

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

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

RECOMMENDED: X

ACCEPTED:

APPROVED:

By:   
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: April 20, 2023

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

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

## RESOLUTION #10

### RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT WITH COUNTY OF PUTNAM SPECIAL PATROL OFFICERS

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into agreement with the County of Putnam for the provision of Special Patrol Officers in the Town Hall facility, said agreement commencing April 1, 2023 and expiring March 31, 2024 in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to sign said agreement; and

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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



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

THIRD: This Agreement shall commence on April 1, 2023, and terminate on March 31, 2024, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPO shall be selected by the Sheriff's Department, with close coordination and cooperation by the Putnam County Personnel Department.

FIFTH: The SPO shall at all times be an employee of the County and be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Town:

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

To the County:

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

With a copy to:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

***ACKNOWLEDGMENT OF THE TOWN:***

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

SCHEDULE A

## SPECIAL PATROL OFFICER

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

**TYPICAL WORK ACTIVITIES:** (Illustrative only)

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

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

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL**

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

--over--



**SPECIAL PATROL OFFICER** (cont'd)

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

**MINIMUM QUALIFICATIONS:**

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

**SPECIAL REQUIREMENTS REGARDING POSSESSION OF FIREARMS:**

Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the appointing authority. If so authorized, possession of a license issued pursuant to §400.00 of Penal Law (Criminal Procedure Law §2.10.37) is required. Where possession of license is required, eligibility for and possession of the license is required at the time of, and throughout, appointment.

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

Competitive Class

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

SCHEDULE B

**PUTNAM COUNTY INSURANCE REQUIREMENTS**

**THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:**

**UNDER THE CERTIFICATE HOLDER SECTION:**

**COUNTY OF PUTNAM  
48 GLENEIDA AVENUE  
CARMEL, NEW YORK 10512  
ATTN.: LAW DEPT./RISK MANAGER**

**ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)  
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:**

***“PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for  
Professional Liability and Workers’ Comp.”***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated “secured” (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the “XCU” exclusion of the policy or policies shall be eliminated or show proof that “XCU” is covered.

**The Contractor shall provide and maintain at its own expense the following  
minimum insurance coverage:**

- A. **Workers’ Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers’ Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, form or U-26.3 - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
  - \$2,000,000 General Aggregate
  - 5,000 Medical Expense Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:  
(1) Owned Automobiles                      (2) Hired Automobiles                      (3) Non-Owned Automobiles  
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**  
Limits depending on the following contract size  
\$100,000 - \$250,000 - 1 million  
\$250,001 - \$500,000 - 5 million  
\$500,000+                      10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**  
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

**STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:**

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.