

24 JUNE 2020

**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 24th day of June, 2020 at 7:07 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schanil, Councilman Barile, Councilman Lombardi, Councilwoman McDonough, 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.

Supervisor Schmitt announced that the Town Board met in Executive Session at 6:00 p.m. to discuss proposals that were submitted by three engineering firms in connection with the revitalization of downtown Mahopac which includes the Swan Cove project, a municipal parking lot as well as sidewalk and lighting improvements. Supervisor Schmitt anticipated that the Town Board would be moving forward with awarding the contract to one of the firms within the next couple of weeks.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 5/27/2020 AND 6/3/2020 -
ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all members of the Town Board present and voting "aye", the minutes of the Town Board meetings held on May 27th and June 3rd, 2020 were accepted as submitted by the Town Clerk.

**DEDICATION OF TOWN HIGHWAYS IN LONG POND ROAD IMPROVEMENT
DISTRICT AUTHORIZED - "HILLSIDE DRIVE", "ROSEMARIE LANE", "PLEASANT
ROAD", "BIRCH LANE" A/K/A "BIRCH HILL", "GARCIA TRAIL", "CROSS DRIVE",
"CLEARVIEW ROAD" AND "HIGHLAND ROAD"**

WHEREAS an application to dedicate the roads and traveled ways within the Town of Carmel known and designated as "Hillside Drive", "Rosemarie Lane", "Pleasant Road", "Birch Lane" a/k/a "Birch Hill", "Garcia Trail", "Cross Drive", "Clearview Road" and "Highland Road" has been filed by Long Pond Association, Inc., f/k/a Mahopac Woodland, Inc., f/k/a Mahopac Falls Park, Inc.; and

WHEREAS such application to dedicate the referenced roads and traveled ways to the Town of Carmel is pursuant to the formation of the Long Pond Road Improvement District by the Town Board of the Town of Carmel on or about October 22, 2014 and is further in conformance with the provisions of Town of Carmel Town Code §128-47.1;

WHEREAS Town Highway Superintendent Michael Simone has recommended that the referenced roads be accepted for dedication,

NOW, THEREFORE, BE IT RESOLVED, in accordance with the provisions of Section 171 of the Highway Law of the State of New York as well as Town of Carmel Town Code §128-47.1, that the Town Board of the Town of Carmel hereby consents to the dedication of "Hillside Drive", "Rosemarie Lane", "Pleasant Road", "Birch Lane" a/k/a "Birch Hill", "Garcia Trail", "Cross Drive", "Clearview Road" and "Highland Road" in the Long Pond Road Improvement District, specifically with respect to the improved portions thereof as shown on the survey entitled "Long Pond Road Improvement District Roadway Improvement Project As Built Plan" by Larry L. Lynn, L.S. dated May 6, 2019; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Highway Superintendent to sign Orders Laying Out the Roads referenced within this resolution; and

BE IT FURTHER RESOLVED that the Town Board members are hereby authorized to execute a consent of the Town Board in connection with the aforesaid dedication; and

BE IT FURTHER RESOLVED that, the posting of any maintenance bond(s) for said road(s) is hereby waived since the top course of pavement on each of the referenced roads has been in place for over one year.

(Cont.)

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

LAKE MAHOPAC DAM ENGINEERING ASSESSMENT - REQUEST FOR PROPOSALS AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Engineer Richard J. Franzetti, P.E. to circulate requests for proposals for preparation of an Engineering Assessment for Lake Mahopac Dam in accordance with the Schedule of Compliance contained within the Order on Consent issued in New York State Department of Environmental Conservation Case No.CO3-20170425-83.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

OFFICE OF THE SUPERVISOR - PERMANENT APPOINTMENT OF SENIOR OFFICE ASSISTANT MADE - JOANNA TERILLI

RESOLVED that the Town Board of the Town of Carmel hereby appoints Joanna Terilli to the position of Senior Office Assistant in the Office of the Town Supervisor on a permanent basis, effective immediately subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

BID ACCEPTED FOR ELECTRICITY SUPPLY UNDER PUTNAM COUNTY BID NO. RFB 20-20 - ENERGY COOPERATIVE OF AMERICA

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town Comptroller Mary Ann Maxwell, hereby authorizes the acceptance of the bid and the entry into contract for supply of electricity to Town of Carmel Facilities and Streetlights received under Putnam County Bid No. RFB-20-20 with Energy Cooperative of America, Amherst, NY at a cost of \$0.0588 per kilowatt

(Cont.)

hour for facilities and \$0.03825 per kilowatt hour for streetlights for a term not to exceed twenty-four months; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to authorize the actions contained 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 Barile

Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

LAKE CASSE PARK DISTRICT - MAILING OF NEWSLETTER AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Casse Park District, hereby authorizes the mailing of the June 2020 newsletter as prepared by the Lake Casse Park District Committee to all properties within the district and further directs that the cost thereof be charged as a district expense.

Resolution

Offered by: Councilman Schanil

Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

HIGHWAY DEPARTMENT - CERTAIN EQUIPMENT DECLARED OBSOLETE AND DISPOSAL AUTHORIZED

RESOLVED that, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, the Town Board of the Town of Carmel hereby declares the vehicles listed and enumerated in the memorandum dated June 1, 2020, which is incorporated herein and made a part hereof, to be obsolete and authorizes their disposal in accordance with Town Law, including but not limited to Town Law §64(2-a).

Resolution

Offered by: Councilwoman McDonough

Seconded by: Councilman Lombardi


<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

24 JUNE 2020
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541
MICHAEL SIMONE
Superintendent of Highways
845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JUNE 1, 2020

RE: REQUEST TO DISPOSE OF EQUIPMENT

I am requesting the authorization to dispose of the following equipment:

1989 Dresser Loader VIN 3390139C004539
2007 Ford Explorer XLT SUV 1FMEU73E17UB77293
9' Snow Plow #5
Highlander Jr. Stainless Steel Sander
Western Stainless Steel Sander
Fisher Poly Caster Sander
9' Snow Plow #19
9' Snow Plow #19
9' American Snow Plow #19
9' Snow Plow #25
Highlander Jr. Stainless Steel Sander
11' Plow & 2 Wings w/ Frame
O'Brien Sewer King Machine
Steel Snow Spreader Grills

HIGHWAY DEPARTMENT - CONTRACT AWARDED FOR PURCHASE OF BULK DIESEL FUEL UNDER NYS OFFICE OF GENERAL SERVICES CONTRACT - GLOBAL MONTELLO GROUP CORP.

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the award of bid contract for purchase of bulk diesel fuel for the Town of Carmel Highway Department for the period of August 31, 2018 through December 17, 2020 from Global Montello Group Corp., Waltham, MA, under NYS Office of General Services Contract No. PC68456, Group #5602, Award #23092.

Resolution

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

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

AIRPORT PARK PHASE II CONSTRUCTION ADMINISTRATION/MANAGEMENT SERVICES - AMENDMENT TO CONTRACT FOR ENGINEERING SERVICES AUTHORIZED - INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, PC

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Director of Recreation and Parks James R. Gilchrist hereby authorizes an increase in the contract price to be paid to Insite Engineering, Surveying & Landscape Architecture, PC for design and construction administration services rendered in connection with Airport Park Phase II improvements in the amount of \$5,200.00 to a total contract price of not-to-exceed amount of \$48,500.00;

BE IT FURTHER RESOLVED that Town of Carmel Town Supervisor Kenneth Schmitt, is hereby authorized to sign any and all documentation necessary to memorialize the actions authorized herein;

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 Barile
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

AIRPORT PARK - PROPOSAL ACCEPTED FOR PURCHASE OF SOCCER EQUIPMENT - SOCCER SOURCE AND PURCHASE OF LACROSSE EQUIPMENT - BSN SPORTS

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist hereby accepts the proposal of Soccer Source, West Chester, PA for purchase of five pairs of soccer goals for use at Airport Park at a cost not to exceed \$26,374.73 and in accordance with the proposal dated May 8, 2020; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist hereby accepts the proposal of BSN Sports, Dallas, TX for purchase of five pairs of lacrosse goals for use at Airport Park at a cost not to exceed \$2,749.95 and in accordance with the proposal dated May 29, 2020.

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign all necessary documents to accept said proposal.

Resolution

Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

24 JUNE 2020
TOWN BOARD MEETING

MCDONOUGH PARK - PAYMENT FOR REPAIRS AUTHORIZED - BEE & JAY PLUMBING - \$10,244.50

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist hereby authorizes payment to Bee & Jay Plumbing, Mahopac, NY for repairs performed at McDonough Park in the amount of \$10,244.50 and in accordance with the proposal dated May 28, 2020.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

REFUND OF PLANNING BOARD APPLICATION FEE AUTHORIZED - CARMEL FIRE DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the return and refund of the application fee paid by the Carmel Fire Department to the Town of Carmel Planning Board in the amount of \$3,500.00.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

ENTRY INTO AGREEMENT WITH COUNTY OF PUTNAM AUTHORIZED - "WELL #7" ON THE PREMISES ADJACENT TO AIRPORT PARK

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into an agreement with the County of Putnam for operations, use, maintenance and repair of a certain water well known and designated as "Well #7" on the premises owned by the County of Putnam adjacent to Airport Park in the Town of Carmel, said agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreement and any related documentation thereto.

Resolution

Offered by: Councilman Barile
Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

**24 JUNE 2020
TOWN BOARD MEETING**

(Cont.)

AGREEMENT

THIS AGREEMENT, is made and entered into the _____ day of _____, 2020, by and between the COUNTY OF PUTNAM, a NYS municipal corporation having its principal office at 40 Gleneida Avenue, Carmel, New York, 10512 (hereinafter the "County"), and the TOWN OF CARMEL, a NYS municipal corporation having its principal office at 60 McAlpin Avenue, Carmel, New York, 10512 (hereinafter the "Town"),

WHEREAS, the County is the fee owner of certain contiguous parcels of real property in the Town of Carmel, County of Putnam, and State of New York, which are designated as Town of Carmel Tax Map Numbers 64.6-1-22, 64.6-1-19, 64.9-1-22, 64.14-1-8, 64.18-1-1, 64.10-1-3 and 64.18-1-19 (hereinafter the "Property"); and

WHEREAS, the Putnam County Golf Course is located on a portion of the Property; and

WHEREAS, by way of a Lease Agreement, dated December 30, 2005, the County leased a +/- 36 acre portion of the Property (located on Town of Carmel Tax Map Numbers 64.14-1-8 and 64.18-1-1) to the Town for permitted recreational activities (hereinafter the "Leased Premises"); and

WHEREAS, consistent with said Lease Agreement, the Town has undertaken the construction and maintenance of outdoor sports fields and other recreational improvements on the Leased Premises; and

WHEREAS, the Town is presently undertaking a related project, designated as the "Airport Park Phase III Irrigation Water Supply Project" (hereinafter the "Project"), wherein the Town is making certain further improvements to the Leased Premises, consisting of the installation and maintenance of an irrigation system for those outdoor sports fields; and

WHEREAS, there is an existing water supply well, designated and described as well # 7, located on the Property outside of the Leased Premises; and

WHEREAS, well # 7 which is neither connected to any County facility or presently utilized for any County purpose; and

WHEREAS, the Town has requested permission to utilize well #7 for the purpose of providing a water supply to said irrigation system located on the Leased Premises, as further described herein; and

WHEREAS, the County has agreed to grant such permission, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties agree as follows:

Section 1. Subject to all of the terms and conditions of this Agreement, the County hereby grants to the Town revocable permission for the Town to connect to and non-exclusively utilize well # 7

for the purpose of operating its irrigation system for the outdoor sports fields located on the Leased Premises. The Town shall make no other use of the water supply sourced from well # 7. The County shall retain the right to utilize well # 7 for the purposes of operating a future golf cart washing station or any other use which does not significantly draw upon the yield from well # 7 so as to materially impact the Town's irrigation system connected thereto. The County shall also have the right to connect to the Town's lines, equipment, and/or apparatus connected to well # 7 in furtherance of such purposes.

Section 2. Subject to all of the terms and conditions of this Agreement, the County hereby grants to the Town revocable permission for the Town and its employees, contractors, subcontractors, and agents to enter upon and go through, in, on, over and across the certain portion of the Property in order to install, operate, maintain, repair and/or replace its lines, equipment and other apparatus associated with its irrigation system, in strict accordance with and as depicted and described in the Town's plans prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., which are attached hereto and made a part hereof as Exhibit "A".

Section 3. The Town shall provide the County with written notice of its intent to commence any installation, operation, maintenance, repair and/or replacement work on the Property as permitted herein. Such notice shall include a scope and timetable of work, and shall be given not less than ten (10) business days in advance of the commencement thereof. The County may, in its sole discretion, require the Town to delay and/or change the commencement date and/or duration of its intended work and/or alter the scope thereof.

24 JUNE 2020
TOWN BOARD MEETING

(Cont.)

Section 4. The Town and its employees, contractors, subcontractors, and agents shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. The Town, at its sole cost and expense, shall take all necessary, preventative and cautionary measures to safeguard and protect all persons utilizing and/or otherwise upon the Putnam County Golf Course and/or the Property when it conducts any/all work activities on the Property. The Town shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to the County's use of the Property and/or the business or operations being conducted by the County at the Property. At no time or under any circumstances will the Town and/or its authorized representatives, disturb or interfere with the continued use and/or operation of the Putnam County Golf Course, except pursuant to express written permission issued by the County, by and through its Commissioner of Highways & Facilities. Additionally, the Town shall not disturb the golf course greens under any circumstances. Notwithstanding anything stated to the contrary, including but not limited to the Town's plans prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., which are attached hereto and made a part hereof as Exhibit "A", the Town shall repair and replace, in a good and workmanlike manner, any portion of the Property which is damaged during its exercise of work, and shall restore the Property to the same condition as existed prior to commencement, to the full satisfaction of the County, in its sole discretion.

Section 5. The term of this Agreement (the "Term") shall be conterminous with the Lease Agreement between the parties, dated December 30, 2005, unless this Agreement is terminated earlier by either party as provided in Section 18 hereinafter.

Section 6. The County makes no representations as to the condition of the Property, and the Town accepts the right to use the Property in its "AS IS" condition. Additionally, the County makes no representations as to the overall condition of well # 7, its infrastructure, and/or the yield and/or potability of water supplied from same, and the Town accepts the right to use well # 7 in its "AS IS" condition.

Section 7. The Town shall procure, at its sole cost and expense, all necessary approvals and permits in connection with its Project and the use of the Property.

Section 8. The Town, at its sole cost and expense, will comply with all applicable laws, ordinances, rules and regulations governing Town's use and activities on the Property during the Term and any work undertaken thereon by the Town or its employees, agents or contractors.

Section 9. The ongoing maintenance and operation of well # 7 and the Town's irrigation system connected thereto, including but not limited to all utility costs shall be the sole and exclusive responsibility of the Town.

Section 10. The Town, at its sole cost and expense, shall relinquish the Property upon the expiration of this Agreement in the same condition and state of repair as it is received, unless otherwise agreed to by the parties, in writing, at such time.

Section 11. Except as may be determined appropriate by the Town for the operation of vehicles and construction equipment as part of the permitted use, as specified in Section 1 herein, and in compliance with applicable laws and regulations, the Town shall not cause or permit any Hazardous Substance to be used, stored, generated, released, or disposed of at, on or in the Property by the Town or its agents, employees, contractors or invitees. In addition, if the Town causes or permits any Hazardous Substance to be used, stored, generated, released, or disposed of at, on or in the Property, and this results in contamination, the Town shall promptly, at its sole cost and expense, take any and all necessary actions to remediate the Property, in a commercially reasonable manner, to the condition existing before the presence of any such Hazardous Substances on the Property, *provided*, however, that the Town shall first obtain the County's approval for any such remedial action. As used herein "Hazardous Substance" means any hazardous materials, hazardous waste, hazardous substances, pollutants, dangerous or toxic materials or wastes, or asbestos or asbestos containing materials, or any other substance, waste, constituent or material defined or regulated as such in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., each as amended, or any other federal, state or local legal requirement (the "Environmental Law") now or hereafter in effect and regulating, relating to, or imposing liability or standards of conduct concerning air emissions, water discharges, noise emissions, the release or threatened release or discharge of such materials into the environment or otherwise concerning pollution or the protection of the outdoor or indoor environment or employee and human health and safety.

Section 12. The Town shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released.

Section 13. The Town shall obtain, at its sole cost and expense, such forms of insurance as are set forth in Exhibit "B". Additionally, the Town shall require all contractors retained to do work to carry the forms of insurance as are set forth in Exhibit "B".

24 JUNE 2020
TOWN BOARD MEETING

(Cont.)

Section 14. The Town covenants and agrees to fully and forever release and discharge the County and any and all its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the rights conveyed under this Agreement.

Section 15. The Town covenants and agrees to forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding, at law or otherwise, and from pressing, collecting or otherwise proceeding against the County or any officer, agent, servant, representative or employee of the County upon any claims, controversies, actions, causes of action, obligations or liabilities of any nature whatsoever, whether or not presently known, which the undersigned ever had, now has or hereafter can, shall or may have, or allege, based upon any negligence of whatsoever nature, ordinary or gross, whether or not presently known with respect to or arising out of or in connection with any personal injury, including death, or property damage arising out of the rights conveyed under this Agreement.

Section 16. The Town covenants and agrees to defend, indemnify and save harmless the County and any and all its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the rights conveyed under this Agreement.

Section 17. The County hereby covenants that the County is seized of the Property in fee simple and has good right to execute this Agreement.

Section 18. Either party, upon thirty (30) days prior written notice to the other party may terminate this Agreement, when such party deems it to be in its best interest. The Town's duties and/or obligations herein shall survive the cancellation of this Agreement by either party.

Section 19. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 20. The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the County of any provision hereof shall be implied.

Section 21. 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, to the respective addresses set forth below or to such other addresses as the respective Parties may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner of Highways & Facilities
County of Putnam
842 Fair Street
Carmel, New York 10512

With a copy to:

County Attorney
Putnam County Department of Law
48 Gleneida Avenue
Carmel, New York 10512

To the Town:

Town Supervisor
Town of Carmel
60 McAlpin Avenue
Carmel, New York 10512

Section 22. This Agreement shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by all parties hereto.

Section 23. This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and both of which, when taken together, shall constitute on Agreement.

24 JUNE 2020
TOWN BOARD MEETING

(Cont.)

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

THE COUNTY OF PUTNAM:

MaryEllen Odell, County Executive

Date

Read & Approved:

Jennifer S. Bumgarner, County Attorney

Date

Anna Diaz, For Risk and Compliance

Date

Fred Pena, Commissioner of Highways
& Facilities

Date

THE TOWN OF CARMEL:

Kenneth Schmitt, Town Supervisor

Date

ACKNOWLEDGMENT OF THE COUNTY OF PUTNAM:

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

On the _____ day of _____, 2020, before me the undersigned personally appeared MARYELLEN ODELL personally known to me or proved to me on the basis of satisfactory evidence to 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.

Notary Public

ACKNOWLEDGMENT OF THE TOWN OF CARMEL:

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

On the _____ day of _____, 2020, before me the undersigned personally appeared KENNETH SCHMITT personally known to me or proved to me on the basis of satisfactory evidence to 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.

Notary Public

EXHIBIT "A"

EXHIBIT "B"

RESOLUTION ADOPTED CONDEMNING AND REJECTING ALL FORMS OF RACISM, DISCRIMINATION AND OPPRESSION

WHEREAS, slavery, racism and racial discord have stained American history from its earliest days and the progeny of this legacy continues to manifest today in mistrust between minority communities and law enforcement; and

WHEREAS, citizens and the government of The Town of Carmel have long embraced the basic premise of American society that all people are created equal; and

WHEREAS, many great civil rights leaders from Harriet Tubman and Frederick Douglas, to Rosa Parks and Dr. Martin Luther King Jr. dedicated, and in some instances, sacrificed their lives in the name of social justice and equality; and

WHEREAS, the vast majority of those who have exercised their constitutional rights done so peacefully in the spirit of America’s great civil rights leaders, while a virulent minority have engaged in violence, larceny, arson and other serious crimes; and

WHEREAS, the strength of racial, religious and cultural diversity is recognized and respected by all agencies and departments of the Town of Carmel including the Carmel Police Department; and

WHEREAS, the Carmel Police Department stands as a cornerstone of our community and has been recognized for its high level of professionalism in its relationship and dealings with all members of the Town of Carmel and surrounding communities.

BE IT RESOLVED, that the Town Board of the Town of Carmel wholeheartedly condemns all heinous acts of violence, prejudice and injustice; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel once again reaffirms its commitment to achieving a free and equal society; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel once again rejects hate-motivated crime as an attack on the fabric of the American society and the ideals of pluralism and diversity; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel rejects all violence and the destruction of property and is committed to the protection and safety of all its residents; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel wholeheartedly rejects all forms of hatred, racism, oppression, religious or ethnic bias, discrimination, incitement of violence, vandalism or animus.

Resolution

Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough, Councilman Lombardi,
Councilman Barile and Supervisor Schmitt

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

Supervisor Schmitt emphasized that the Town Board felt it was extremely important to make this strong statement by resolution acknowledging that any form of racism will not be tolerated in the Town of Carmel.

CARMEL WATER DISTRICT #7 AND CARMEL WATER DISTRICT #12 - WATER EMERGENCY DECLARED PURSUANT TO SECTION 151-22 OF THE TOWN CODE

WHEREAS, that the Town Board of the Town of Carmel, has been advised by Town Engineer Richard J. Franzetti, P.E., that a water emergency exists within the aforesaid water district numbers 7 and 12;

NOW THEREFORE BE IT RESOLVED that pursuant to Section 151-22 (A) of the Town Code of the Town of Carmel, the Town Board, acting as Commissioners of Carmel Water Districts #7 and #12, hereby declares a water emergency with respect to and within Carmel Water Districts #7 and #12; and

(Cont.)

BE IT FURTHER RESOLVED, that pursuant to Town Code §155-22 (B), during the period of said emergency as declared herein, the use of water for any of the following nonessential purpose(s) as enumerated in §155-22(C) shall be prohibited:

- (1) THE WASHING OF MOTOR VEHICLES, EXCEPT FOR WINDSHIELDS, MIRRORS AND THE LIKE.
- (2) THE CLEANING OR WASHING OF THE OUTSIDE OF BUILDINGS OR OTHER STRUCTURES BY THE USE OF WATER OR STEAM.
- (3) THE BLEEDING OF SUPPLY LINES FOR THE PURPOSE OF MAINTAINING A CONSTANT FLOW TO PREVENT FREEZING.
- (4) THE FLOODING OF OUTDOOR SKATING RINKS.
- (5) THE OPERATION OF SWIMMING POOLS, PORTABLE AND OTHERWISE, EXCEPT SWIMMING POOLS DESIGNED AND USED EXCLUSIVELY FOR MEDICAL TREATMENT.
- (6) THE USE OF AUTOMATIC PLUMBING FLUSH FIXTURES OR APPARATUS, AND THE MAINTENANCE OF CONSTANT FLOW FROM SHOWERS AND SIMILAR APPARATUS.
- (7) THE USE OF HOSE, SPOUT AND SIMILAR PRESSURE-BATHING APPARATUS, AND THE MAINTENANCE OF CONSTANT FLOW FROM SHOWERS AND SIMILAR APPARATUS.
- (8) THE NEW INSTALLATION OF REFRIGERATION AND/OR AIR-CONDITIONING EQUIPMENT REQUIRING THE USE OF WATER.
- (9) THE WATERING OF LAWNS AND PRIVATE GARDENS AND THE OPERATION OF ORNAMENTAL PONDS, POOLS AND FOUNTAINS.

BE IT FURTHER RESOLVED that the Town Clerk is directed to publish this resolution in the official newspapers of the Town and to post said resolution on the official bulletin Board of the Town.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u></u>
Michael Barile	<u>X</u>	<u></u>
Frank Lombardi	<u>X</u>	<u></u>
Suzanne McDonough	<u>X</u>	<u></u>
Kenneth Schmitt	<u>X</u>	<u></u>

Supervisor Schmitt explained that a water emergency is being declared to preserve the potable water for the residents in Carmel Water District #7 and Carmel Water District #12. Due to the recent string of dry weather, the facilities in these districts are working hard to keep up with the demand. The water emergency will remain in effect until rescinded by the Town Board. Supervisor Schmitt conveyed notification from the Engineering Department reiterating the water use restrictions.

RETAINING OF SPECIAL COUNSEL AUTHORIZED - JACKSON LEWIS - PAUL E. JONKE V. THE TOWN OF CARMEL - ADOPTED AS AMENDED

RESOLVED that the Town Board of the Town of Carmel hereby retains Jackson Lewis, PC, White Plains, New York, as special counsel to defend the Town's interest in the matter of Paul E. Jonke v. The Town of Carmel, Supreme Court of the State of New York, Putnam County Index #500460/2020; and

BE IT FURTHER RESOLVED that the Supervisor, the Town Counsel and all Town officials and employees are authorized to take any and all action to effectuate the foregoing resolution.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

(Cont.)

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

Councilman Lombardi offered the aforementioned resolution as amended from originally drafted to include “Supreme Court of the State of New York, Putnam County”.

PUBLIC COMMENTS - AGENDA ITEMS

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

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Barile, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:32 p.m. to the previously scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk