

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

A Special Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 25th day of September 2019 at 7:21 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Barile, Councilman Schneider, Councilman Lupinacci, 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 at 6:00 p.m. in Executive Session with Legal Counsel Gregory Folchetti with regard to attorney-client matters, as well as to conduct an interview with a perspective vendor in connection with the Town of Carmel Master Plan and Code revisions.

Supervisor Schmitt addressed an altercation that occurred last week at Town Hall after the Town Board meeting had concluded. He spoke regarding the need for individuals in attendance at public meetings to be respectful and stressed that unacceptable behavior will not be tolerated.

MINUTES OF TOWN BOARD MEETINGS HELD ON 8/21/19, 8/28/19 AND 9/4/19 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilwoman McDonough, seconded by Councilman Lupinacci, with all members of the Town Board present and voting “aye”, the minutes of the Town Board meetings held on August 21st, August 28th and September 4th 2019 were accepted as submitted by the Town Clerk.

APPOINTMENT OF CARMEL TOWN ASSESSOR MADE - GLENN DROESE - COMMENCING 10/1/19 AND CONCLUDING 9/30/25

RESOLVED, that the Town Board of the Town of Carmel, pursuant to New York Town Law §24, hereby appoints Glenn Droese as Town Assessor, for a term commencing October 1, 2019 and concluding September 30, 2025.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci and Councilwoman McDonough

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

ENTRY INTO TEMPORARY ACCESS AND USE AGREEMENT WITH COUNTY OF PUTNAM AUTHORIZED FOR UTILIZATION OF LAKE MACGREGOR – “PARK AND ATHLETIC COMPLEX (FORMER AIRPORT PROPERTY) PHASE 2 - FIELD WORK CONTRACT” (C-255)

Resolved, that the Town Board of the Town of Carmel hereby authorizes the entry into a temporary access and use agreement with the County of Putnam for the utilization of Lake MacGregor for the temporary irrigation of the improvements being constructed under the project known as “Park and Athletic Complex (Former Airport Property) Phase 2 - Field Work Contract” (C-255), said agreement to be in general substantive form and content as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute said agreement on behalf of the Town of Carmel.

25 SEPTEMBER 2019
TOWN BOARD SPECIAL MEETING

(Cont.)

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci and Councilman Schneider

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

ACCESS & USE AGREEMENT

THIS AGREEMENT, is made and entered into the ____ day of _____, 2019, 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 portion of the Property (apx. 36 acres) to the Town for permitted recreational activities (hereinafter the “Leased Premises”); and

WHEREAS, the Town is presently undertaking a project, designated as the “Airport Park Phase II Project” (hereinafter the “Project”), wherein the Town is making certain improvements to the Leased Premises; and

WHEREAS, in connection with the Project, the Town intends on seeding recreational fields located within the Leased Premises, which will require daily watering of same during the initial grow-in period; and

WHEREAS, a freshwater lake known as Lake McGregor is situated within a portion of the Property outside of the Leased Premises; and

WHEREAS, the Town has requested permission to temporarily install a suction line and ancillary apparatus into Lake McGregor for the purpose of pumping water to the Leased Premises in order to irrigate those recreational fields during a forty (40) day period, as further described herein; and

WHEREAS, the County has agreed to grant such temporary 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 and its employees, contractors, subcontractors, and agents to temporarily enter upon and go through, in, on, over and across a certain portion of the Property in order to temporarily install and operate a pump and suction line into Lake McGregor for the

purpose of irrigating the seeded area located within the Leased Premises, in strict accordance with and as depicted and described in the Town’s submission, which is attached hereto and made a part hereof as Exhibit “A”. It is further expressly understood and agreed by the parties that the Town’s irrigation activities and the draw of water from Lake McGregor shall be limited to and shall not exceed the limits specified in the attached Exhibit “A”.

25 SEPTEMBER 2019
TOWN BOARD SPECIAL MEETING

(Cont.)

Section 2. The term of this Agreement (the "Term") shall be for forty (40) calendar days commencing on _____ 2019, unless terminated earlier by the County upon three (3) calendar day's prior written notice to the Town.

Section 3. 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.

Section 4. The Town shall procure, at its sole cost and expense, all necessary approvals and permits in connection with its Project and the temporary use of the Property.

Section 5. 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 6. The Town and its agents and contractors shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures.

Section 7. 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.

Section 8. 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 9. 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 10. 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".

Section 11. 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 12. 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.

25 SEPTEMBER 2019
TOWN BOARD SPECIAL MEETING

(Cont.)

Section 13. 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 14. The County hereby covenants that the County is seized of the Property in fee simple and has good right to execute this Agreement.

Section 15. 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 16. 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 17. 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 18. 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.

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

EXHIBIT "A"

(Cont.)

EXHIBIT “B”



Request for use of McGregor Lake as a temporary
water source
Airport Park Phase II

OVERVIEW:

Given the limited options for sourcing water for the grow-in portion of the Airport Park Phase II project, US Pitchcare is asking for permission to temporarily pull water from Lake McGregor. The total and daily amount of water needed for this grow-in period is limited especially given the time of year. All total water needs are detailed later in this submission.

An advantage of this option is that 4-5 zones can run simultaneously, allowing for shorter irrigation cycles.

Design:

The requirements to properly supply the irrigation system is as follows:

- 1. GPM PER ZONE: MIN 53 GPM, IDEAL 80 GPM
- 2. PRESSURE: 60 PSI
- 3. MAX HEAD FOR PUMP: 75 FT
- 4. DISTANCE FROM LAKE TO CONNECTION POINT: 850 FT

We would install a suction line into the lake with a min 4” intake and 3” outflow line. We would place the pump roughly 100 ft from shore and use a high head diesel pump with a 300’ max head and max pressure of 400 gpm, which be throttled down for our needs. We would set this pump at min throttle and buffer with a 4ft high hay bail screen extra noise abatement.

The outflow would travel up an addition 750 Ft and connect to the 3” main line.

****WATERING WILL ONLY TAKE PLACE DURING NORMAL WORKING HOURS OF 9:00AM TO 4:00PM****

WATERING:

Day 1-10

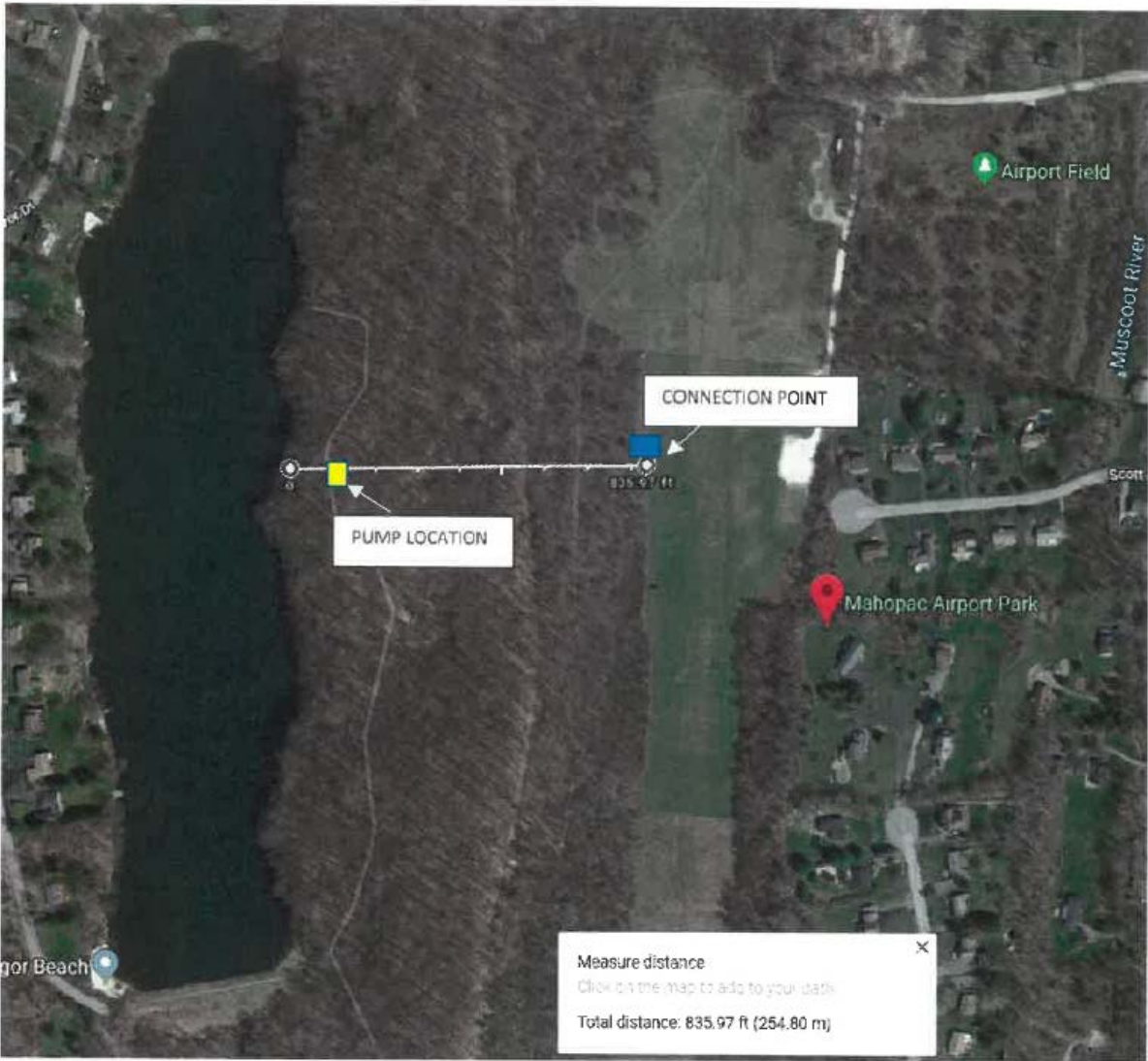
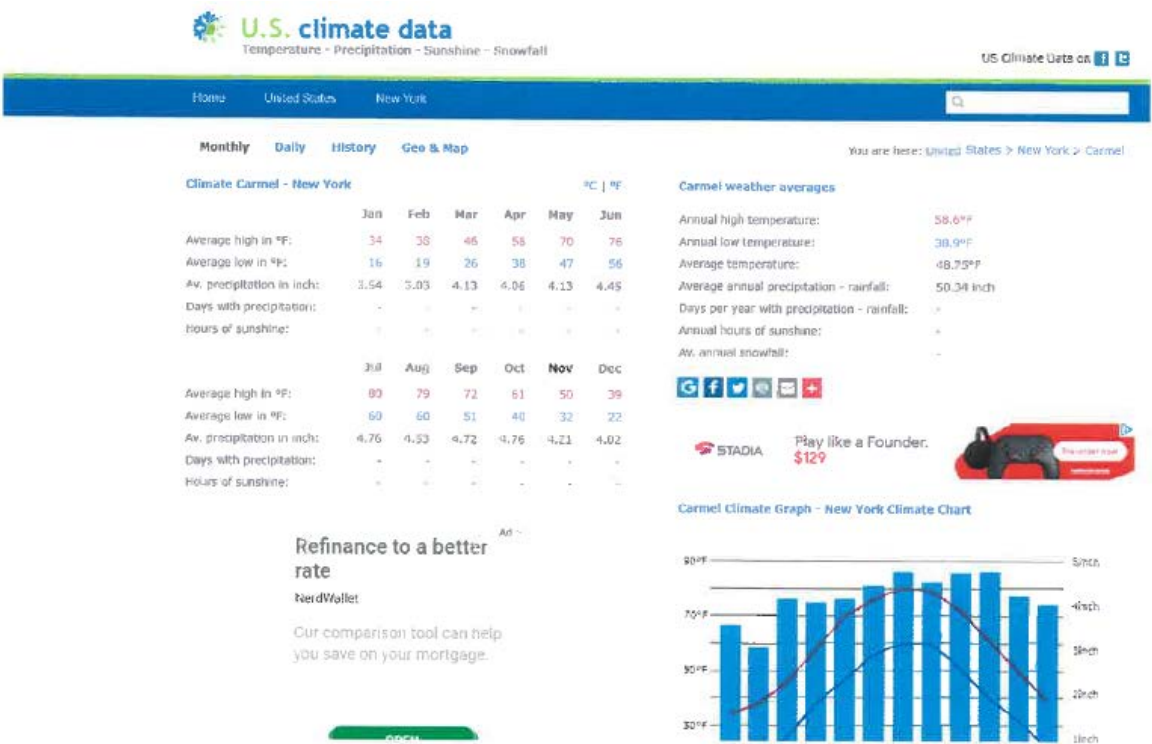
Water all fields at 3 min cycles 4 times per day to keep the top half inch of soil moist at all times until germination and initial rooting:

DAYS AFTER SEED	HEADS / ZONE	ZONES/ CYCLE	MIN/ ZONE	MIN/ CYCLE	CYCLES/ DAY	GAL/HEAD	TOTAL H2O REQUIRED PER DAY
1-10	7	21	3	63	4	10	17,600
10-30	7	21	10	210	2	10	29,400
30-40	7	21	15	315	1	10	22,500
							AVG: 24,622 GAL/DAY

*Assumes 0 rainfall during growing season
*Based on US climate data averages Mahopac should expect 5.6” during this 40-day window which is 1,520,624 gal

At even half the average rainfall the draw would be minimal on the municipal supply if allowed and barring the first 10 days, can be timed for off-peak hours.

(Cont.)



25 SEPTEMBER 2019
TOWN BOARD SPECIAL MEETING

(Cont.)

PUTNAM COUNTY INSURANCE REQUIREMENTS

- I. It is the requirement of the County of Putnam that for work performed under contract and/or permit authorized by the County 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.

II. **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, CE-200 form or U-26.3 - all of these forms are available through your carrier.
- B. **Commercial General Liability Insurance** - Each policy must cover all operations and all locations involved in the contract and include the following:
 - \$1,000,000 for each occurrence
 - \$50,000 for the Fire Damage Legal Liability Limit
 - \$5,000 for the Medical Expense Limit
 - \$1,000,000 for the Personal & Advertising Injury Limit
 - \$2,000,000 for the General Aggregate Limit
 - \$2,000,000 for the Products/Completed Operations Aggregate Limit
- C. **Commercial Automobile Liability Insurance** - Each policy must cover all operations and locations involved in the contract and including the following:
 - (1) Owned Automobiles
 - (2) Hired Automobiles
 - (3) Non-Owned Automobiles

Unless specifically required, each policy shall provide Combined Single Limits of not less than \$1,000,000 for Bodily Injury and Property Damage.

1

Revised 3.3.15

- D. **Professional Liability Insurance (if applicable)** - Each policy must cover errors and omissions. The policy limit shall be no less than \$1,000,000 per claim.
- E. **Excess Liability Insurance or an Umbrella Policy (if applicable)** - A policy is required if the amount paid under the contract is above \$100,000. The limits required on the policy depend on the total contract amount.
 - \$100,000 - \$250,000 - 1 million
 - \$250,001 - \$500,000 - 5 million
 - \$500,000+ - 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds** - A policy is 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.

III. **Specific information MUST appear on each and every Insurance Certificate provided to the County.**

25 SEPTEMBER 2019
TOWN BOARD SPECIAL MEETING

(Cont.)

- A. The following must appear under the section entitled, "Certificate Holder"

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

- B. The following language must appear in the section entitled, "Description of Operations/Locations, etc.":

"Putnam County is included as an additional insured except for Professional Liability and Workers' Compensation."

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.

2

Revised 3.3.15

ADJOURNMENT

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Lupinacci, with all Town Board members present and in agreement, the meeting was adjourned at 7:30 p.m.to the scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk