

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 17th day of February, 2021 at 7:10 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schanil, Councilman Lombardi, Councilwoman McDonough and Supervisor Schmitt. Councilman Barile was absent.

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, as well as to remember longtime Carmel resident and former Carmel Police Department Dispatcher, City of Poughkeepsie Detective John M. Falcone who was killed in the line of duty ten years ago.

Supervisor Schmitt announced that the Town Board met in Executive Session at 6:30 p.m. with Legal Counsel Gregory Folchetti for an update with regard to proposed litigation in connection with land/property acquisition in Carmel Water District #2.

MINUTES OF TOWN BOARD MEETINGS HELD ON 1/20/2021 AND 2/3/2021 -
ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Schanil, seconded by Councilwoman McDonough, with all members of the Town Board present voting “aye”, the minutes of the Town Board meetings held on January 20th and February 3rd, 2021 were accepted as submitted by the Town Clerk.

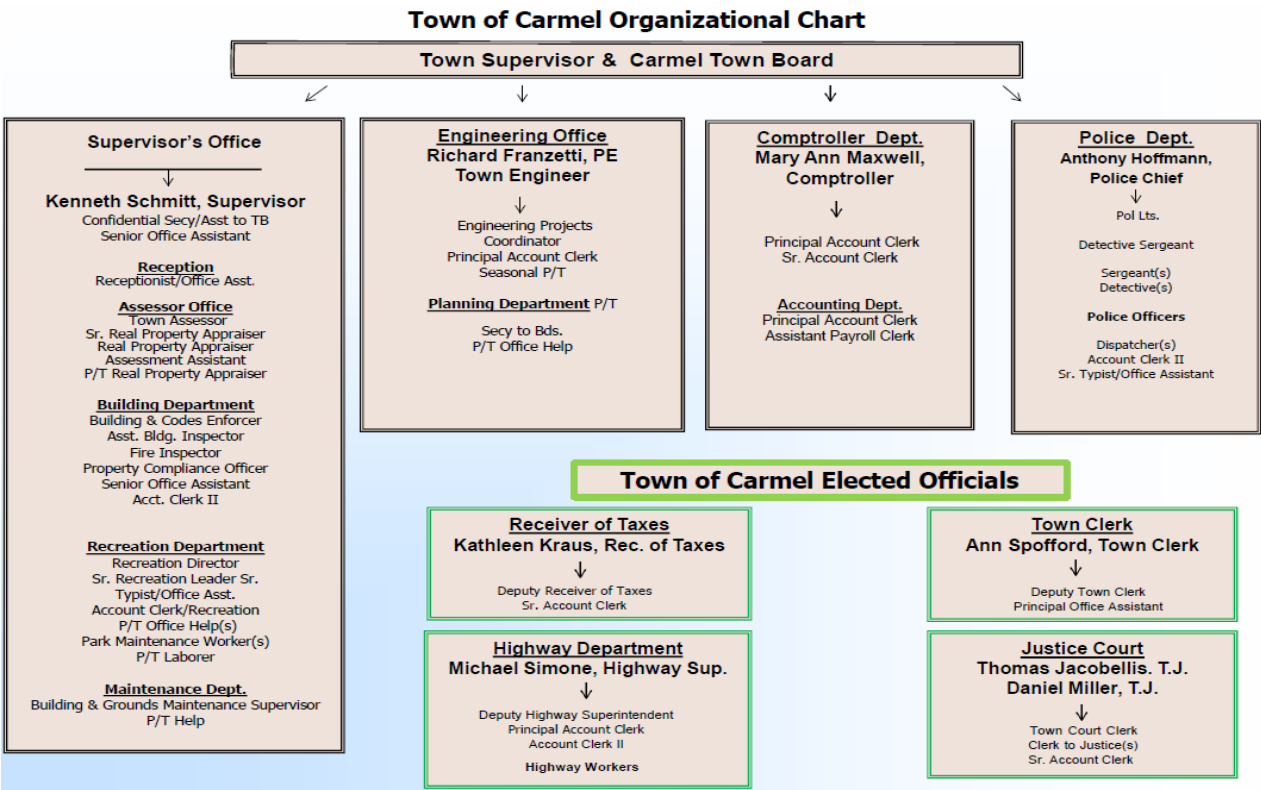
TOWN OF CARMEL AMENDED ORGANIZATIONAL CHART - ADOPTED

RESOLVED that the Town Board of the Town of Carmel hereby adopts and ratifies the Town of Carmel Organizational Chart as amended, in form as attached hereto and made a part hereof, effective immediately.

Resolution

Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		



FEBRUARY 17, 2021
TOWN BOARD MEETING

REFUND OF BUILDING PERMIT FEE AUTHORIZED - LAWRENCE LIGHT ELECTRICAL - \$540.00 AMENDED 05-05-2021

RESOLVED that, upon the recommendation of Town of Carmel Director of Codes Enforcement Michael Carnazza, the Town Board of the Town of Carmel hereby authorizes the refund of the fee paid for permit application #20-1311 in the amount of \$540.00 to Lawrence Light Electrical, Mahopac, NY.

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

CARMEL VOLUNTEER FIRE DEPARTMENT - PLANNING AND ZONING REVIEW FEES WAIVED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the waiver of all Building Department-related and Engineering Inspection Fees required under the Town Code of the Town of Carmel, in connection with the site plan approval issued by the Carmel Planning Board for the Carmel Volunteer Fire Department at 94 Gleneida Avenue, Town of Carmel.

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> </u>	<u> </u>	Absent
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 the referenced fees are being waived in connection with the Carmel Volunteer Fire Department’s addition to their current main building. He expressed appreciation to the volunteers for the outstanding service that they provide to the residents.

CARMEL WATER DISTRICT #7 - PERFORMANCE OF EMERGENCY REPAIRS ACKNOWLEDGED - BEE AND JAY - \$17,200.99

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and/or sewer district collection system/distribution system and treatment facilities repairs, all as fully detailed in the memoranda of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated January 25, 2021, as attached hereto and made a part thereof.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

Richard J. Franzetti, P.E.
Town Engineer




(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

Office of the Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer 

Date: January 25, 2021

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- CWD7 ~ Vineland Pump Station Well Failures

On December 25, 2020, Bee and Jay, the operator for the CWD 7 alerted the Engineering Department that due to the December 25, 2020 storm event well pumps #5 failed due to power surges. Attached is an invoice in the amount of \$17,200.99 to replace the well pump.

This invoice has been submitted to insurance for reimbursement.

We request that this memorandum be put into the agenda as a matter of record.

BEE & JAY

P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

BILL TO:

Town of Carmel- CWD 7
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Vineland Road Station
Mahopac, NY

INVOICE

DATE	INVOICE #
1/15/2021	96929

www.BEEANDJAY.com

PROFESSIONAL SERVICE 57 YEARS 1964-2021					Master Plumbers Lic.#s W.C. 556 P.C. 363	
CUSTOMER #		TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845 628 2087		Due Upon Receipt	EK	1/11/2021	26069	
ITEM	QTY/HRS	DESCRIPTION			RATE	AMOUNT
Description		Responded to service call of Emergency CWD# 7 Vineland Road Station well #5 burnt out and seized, pulled complete submersible pump and motor, replaced, damaged by power surges, replaced all equipment complete including drop pipe and cable, start up and returned to service.				
Labor TOC Mech	12	1- Mech			175.00	2,100.00
Labor TOC Tech	12	1- Tech			185.00	2,220.00
Boom Truck		Boom Truck			1,500.00	1,500.00
Material		1- Goulds 18G50 Pump			1,738.00	1,738.00
Material		1- 5hp 230v 3 phase Motor			1,718.00	1,718.00
Material		700 feet Flat Black Cable 6-3			4,760.00	4,760.00
Material		2- M/F Check Valve			141.80	141.80
Material		14 - 1-1/4" Wire Guides			145.00	145.00
Material		680 feet 1-1/4" SCH 120 Pipe			2,720.00	2,720.00
Material		10 Rolls Tape			60.00	60.00
Material		1- 1-1/4x6 Brass Nipple			54.19	54.19
Material		2- Sets Heat Shrinks			44.00	44.00
* Invoices not paid when due will be subjected to a finance charge of 1.5% per month					Total Due\$17,200.99	

* Invoices not paid when due will be subjected to a finance charge of 1.5% per month

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

EMAIL: _____

FEBRUARY 17, 2021
TOWN BOARD MEETING

**ENTRY INTO VARIOUS SERVICE CONTRACTS AUTHORIZED - MAHOPAC FALLS
FIRE DEPARTMENT, INC., MAHOPAC VOLUNTEER FIRE DEPARTMENT, INC.,
CARMEL FIRE DEPARTMENT, INC., NORTH SALEM AMBULANCE CORPS.,
PUTNAM COUNTY SOCIETY FOR PROTECTION OF CRUELTY TO ANIMALS, INC.,
PUTNAM COUNTY HUMANE SOCIETY, INC., REED MEMORIAL LIBRARY,
MAHOPAC LIBRARY, AND COUNTY OF PUTNAM**

WHEREAS appropriations have been made in the 2021 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and

WHEREAS said contracts are on file in the office of the Town Supervisor for the inspection and review of all Town Board members,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to enter into and execute, on behalf of the Town, contracts with the following contractors for the services indicated in an amount not to exceed that set forth below:

Contractor	Services	Not to Exceed Amount
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$806,500.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$1,395,000.00
Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$862,500.00
North Salem Volunteer Ambulance Corps	Ambulance Services Carmel Ambulance District #1	\$13,000.00
Putnam County Society For Protection of Cruelty to Animals, Inc.	Animal Cruelty Prevention Services	\$7,500.00
Putnam County Humane Society, Inc.	Dog Shelter Services & Dog Control Services	\$50,635.00
Reed Memorial Library	Library Services	\$25,000.00
Mahopac Library	Library Services	\$60,000.00
County of Putnam	Outreach Worker	\$5,000.00

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

FEBRUARY 17, 2021
TOWN BOARD MEETING

EAST OF HUDSON WATERSHED CORPORATION - ENTRY INTO STORMWATER RETROFIT AGREEMENTS (CF601) AUTHORIZED - THE HOLLOP FAMILY TRUST AND LINDA MONDO

RESOLVED, the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes entry into Stormwater Retrofit Installation Agreements for the East of Hudson Watershed Corporation Year 6 through 10 funding cycle under project No. CF601 with the Hollop Family Trust (22 Eleanor Drive, Mahopac) as well as with Linda Mondo (18 Eleanor Drive, Mahopac); and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreements in form as attached hereto and made a part hereof.

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
CARMEL-CF-601**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF CARMEL, having its town offices at 60 McAlpin Avenue, Mahopac, New York, 10541, ("Municipality") and Linda Mondo ("Owner"), having a mailing address of 18 Eleanor Drive, Mahopac, New York. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

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

Section 1. The Owner is the fee owner of certain premises located in the Town of CARMEL, County of Putnam and State of New York having tax map number: 76.7-1-23, commonly known as 18 Eleanor Drive, Carmel, New York, 10512 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2021.

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Carmel for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) an easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

**FEBRUARY 17, 2021
TOWN BOARD MEETING**

(Cont.)

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

1

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC 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. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

2

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC 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 Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. 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 17. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNER

By Linda Mondo
Linda Mondo, Owner

TOWN OF CARMEL

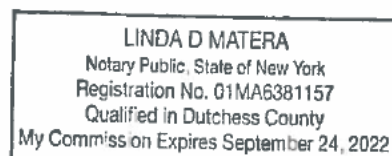
By _____
Kenneth Schmitt, Supervisor

ACKNOWLEDGMENT

Notary Public State of New York

Notary Public State of New York

Notary Public State of New York



FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Easement Premises Map
- D. Required Forms of Insurance

6

Exhibit A

Pl 2

Rec 12-27-73

Standard N.Y.B.T.U. Form 8002 - 3-71-70M - Bargain and Sale Deed, with Covenants against Grantor's Acts - Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

LIB: 716 PAGE 734

THIS INDENTURE, made the *20th* day of December, nineteen hundred and seventy-three
BETWEEN R. A. CAMBARERI, INC., a domestic corporation with
its principal place of business at Eleanor Drive (no number) Mahopac,
New York

party of the first part, and THOMAS F. MONDO and LINDA MONDO, his wife, both
residing at 4035 Amundson Avenue, Bronx, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, and known and designated as Lot Number 32 on a certain map entitled "Subdivision Map of Capri Estates, Section 4, Town of Carmel, Putnam County, New York" made by Burgess and Behr, P. E. and L. S. and filed in the County Clerk's Office of Putnam County as Map No. 1128A.

This deed is given in the regular course of business of the party of the first part and notwithstanding same, it is also given with the unanimous consent of all stockholders of the party of the first part.

Subject to an existing mortgage made by the party of the first part to Hastings on Hudson Federal Savings and Loan Association for \$40,000.00 recorded in Volume 438, MP 787, in the office of the County Clerk of the County of Putnam.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

R. A. CAMBARERI, INC.
By *Rocco A. Cambareri*
Rocco A. Cambareri, President

2371

4990

set

X

X

20th

(Cont.)

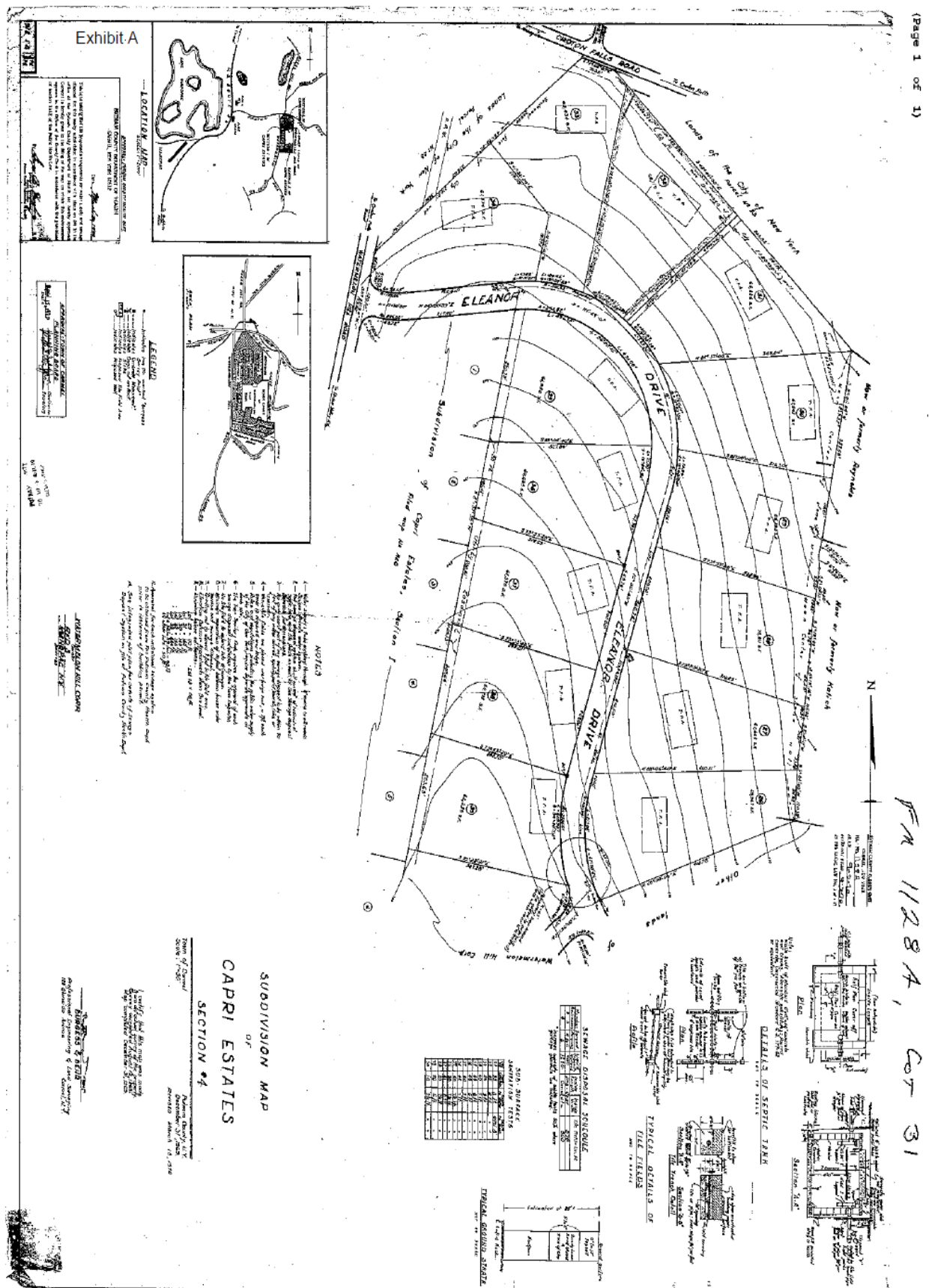


Exhibit B

PROJECT: CARMEL-CF-601, Eleanor Drive

PROJECT LOCATION: Croton Falls Road, NYCDEP property

Project Description:

The parcel located at Tax Parcel 76.7-1-18, commonly known as NYCDEP Property on Croton Falls Road, contains approximately 300 LF of eroded channel which has been created by a municipal stormwater outlet from the nearby residential area. The washout from this stormwater outfall eventually reaches a nearby stream that is tributary to the Croton Falls Reservoir.

FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

Exhibit D

PROJECT: Pound Ridge – Carmel-CF-601
PROJECT LOCATION: 18 Eleanor Drive, Mahopac, NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. The Mondo Family (Owner)
3. Town of Carmel
4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
CARMEL-CF-601**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF CARMEL, having its town offices at 60 McAlpin Avenue, Mahopac, New York, 10541, ("Municipality") and The Hollop Family Trust ("Owner"), having a mailing address of 22 Eleanor Drive, Mahopac, New York. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

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

Section 1. The Owner is the fee owner of certain premises located in the Town of CARMEL, County of Putnam and State of New York having tax map number: 76.7-1-24, commonly known as 22 Eleanor Drive, Carmel, New York, 10512 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2021.

**FEBRUARY 17, 2021
TOWN BOARD MEETING**

(Cont.)

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Carmel for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) an easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

1

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC 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. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

2

FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC 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 Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. 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 17. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


3

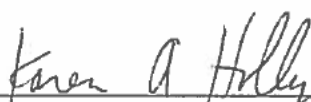
IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNERS

By 
Gregory T. Hollop, Hollop Family Trust

By 
Karen A. Hollop, Hollop Family Trust

FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL

By _____
Kenneth Schmitt, Supervisor

4

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD WILLIAMS, SR., 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH SCHMITT, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

5

ACKNOWLEDGMENT

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

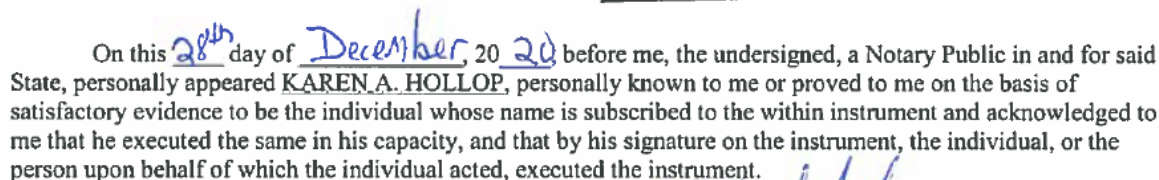
LINDA D MATERA
Notary Public, State of New York
Registration No. 01MA6381157
Qualified in Dutchess County
My Commission Expires September 24, 2022

On this 28th day of December, 20 20, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY T. HOLLOP, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public State of New York

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



See Schedule A annexed.

**FEBRUARY 17, 2021
TOWN BOARD MEETING**

(Cont.)

BEING the same premises conveyed by Neil H. Ulsh and Susie J. Ulsh, Grantor, to Gregory Hollop and Karen Hollop, Grantee, by Deed dated August 27, 1980 and recorded in the Putnam County Clerk's Office on September 3, 1980 in Liber 771 of Deeds at page 1180.

BSP in
L 771 sp 1180
(29-3-80)

THE PARTY OF THE FIRST PART named herein is the sole beneficiary of the Party of the Second Part, The Hollop Family Trust, dated 2/16/15, during the lifetime(s) of the Party of the First Part and is entitled to veterans and senior exemptions as provided under RPTL subsections 458(7), 458-a(5) and 467(9), and the school tax relief (STAR) exemption as provided under RPTL section 425.

SUBJECT to covenants, conditions, restrictions and rights of way of record, if any.

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(Page 3 of 6)

Exhibit A

Schedule "A"

ALL that certain lot, piece or parcel of land together with the buildings and improvements located and to be erected thereon, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, known and designated as Lot No. 31 on a certain map entitled, "Subdivision Map of Capri Estates Section 4, Town of Carmel, Putnam County, New York" and filed in the County Clerk's Office of Putnam County, New York on 9/30/70 as Map No. 1128A, which lot is more particularly bounded and described as follows:

BEGINNING at point on the easterly side of Eleanor Drive, being distant 515.60 feet from the easterly end of a curve connecting Eleanor Drive and Watermelon Hill Road;

RUNNING THENCE from said point North 47 degrees 19' 00" East 300.47 feet to a point on the division line between premises being described and lands now or formerly of the City of New York;

RUNNING THENCE along said division line, South 42 degrees 41' 00" East 341.12 feet to a point in the division line between premises being described and Lot 30 as shown on the aforesaid Map No. 1128A;

RUNNING THENCE along said division line, South 85 degrees 37' 00" West 389.24 feet to a point on the easterly side of Eleanor Drive;

RUNNING THENCE along the easterly side of Eleanor Drive on a curve to the left having a radius of 301.52 feet, a central angle of 19 05' 28 degrees a distance of 100.47 feet to the point and place of BEGINNING.

Premises known as R.D. #5 Eleanor Drive, Mahopac, New York.

**FEBRUARY 17, 2021
TOWN BOARD MEETING**

(Page 4 of 6)

Exhibit A

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

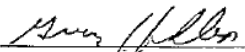
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

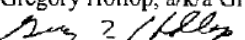
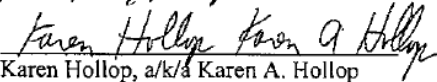
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.


Gregory Hollop, a/k/a Gregory T. Hollop



Karen Hollop, a/k/a Karen A. Hollop

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Exhibit B

PROJECT: CARMEL-CF-601, Eleanor Drive

PROJECT LOCATION: Croton Falls Road, NYCDEP property

Project Description:

The parcel located at Tax Parcel 76.7-1-18, commonly known as NYCDEP Property on Croton Falls Road, contains approximately 300 LF of eroded channel which has been created by a municipal stormwater outlet from the nearby residential area. The washout from this stormwater outfall eventually reaches a nearby stream that is tributary to the Croton Falls Reservoir.

The municipal outfall is located at the intersection of two private properties and the NYCDEP parcel. Construction and maintenance access will be given through the NYCDEP parcel, with the expectation of no heavy equipment utilizing the residential area for access.

The existing eroded channel and outfall will be stabilized using erosion and sediment control matting and/or rip rap designed to withstand a 25 year storm event as required by the NYSDEC engineering design criteria. Trees and debris will be removed from the channel work area and will facilitate any re-grading of channel banks that have slopes greater than 1:2.

The project includes, but is not limited to, limited removal of vegetation, grading and earthwork as needed to prepare the channels for install matting and rip-rap. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.

[illegible]

FEBRUARY 17, 2021
TOWN BOARD MEETING

(Cont.)

Exhibit D

PROJECT: Pound Ridge – Carmel-CF-601
PROJECT LOCATION: 22 Eleanor Drive, Mahopac, NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

- 1. The City of New York, including its officials and employees
- 2. The Hollop Family Trust (Owner)
- 3. Town of Carmel
- 4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker’s Compensation: Statutory per New York State law without regard to jurisdiction
Employer’s Liability: Statutory
Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:
\$2,000,000 per occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate
\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)
Combined Single Limit - Bodily Injury and Property Damage
\$500,000 each occurrence
The following coverage must be provided:
(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned
Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

Supervisor Schmitt stated the costs associated with the project referenced above will be borne by the East of Hudson Watershed Corporation.

ADVERTISEMENT FOR BIDS AUTHORIZED - CARMEL WATER DISTRICTS TANK REPLACEMENT AND REHABILITATION PROJECTS - C257, C268 AND C269

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the various water districts of the Town of Carmel, hereby authorizes and directs Town Clerk Ann Spofford to advertise for bids for the Carmel Water Districts Tank Replacement and Rehabilitation projects (Contract No. C257, C268 and C269); and

BE IT FURTHER RESOLVED that Town Engineer Richard J. Franzetti, P.E. is to furnish detailed specifications for the above to the Town Clerk which are to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

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

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

FEBRUARY 17, 2021
TOWN BOARD MEETING

**CARMEL SEWER DISTRICT #2 - PURCHASE OF PUMP STATION EQUIPMENT
ACKNOWLEDGED - KOESTER ASSOCIATES, INC. - NOT TO EXCEED \$10,650.00
AND INSTALLATION ACKNOWLEDGED - INFRAMARK, LLC - NOT TO EXCEED
\$2,720.00**

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby authorizes the purchase of replacement pump equipment for the Hughson Road South pump station from Koester Associates, Inc., Kinnelon, NJ at a cost not to exceed \$10,650.00 and in accordance with the proposal dated December 4, 2020; and

BE IT FURTHER RESOLVED, that a sum not to exceed \$2,720.00 for installation services to be provided in connection with this purchase to collection system operator Inframark, LLC is hereby authorized; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to accept the proposal authorized herein; and

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

Resolution

Offered by: 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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

**TOWN OF CARMEL COURT - RESOLUTION ADOPTED PURSUANT TO UCJA
§2019-A**

WHEREAS, the records and docket of the Town of Carmel Court for calendar year 2020 were duly presented to the Town Board of the Town of Carmel for review on January 25, 2021;

NOW THEREFORE BE RESOLVED, the Town Board of the Town of Carmel, pursuant to §2019-a of the Uniform Justice Court Act hereby acknowledges that the referenced records and docket of the Town of Carmel Court have been duly examined, and that the fines therein have been duly collected and turned over to the proper officials of the Town of Carmel as required by law.

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> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Suzanne McDonough	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

PUBLIC COMMENTS - AGENDA ITEMS

No member of the public was present to comment at this time.

FEBRUARY 17, 2021
TOWN BOARD MEETING

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilman Schanil, with all Town Board members present in agreement, the meeting was adjourned at 7:23 p.m. to the scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk