## **KENNETH SCHMITT Town Supervisor**

# TOWN OF CARMEL

ANN SPOFFORD Town Clerk

#### SUZANNE MC DONOUGH Town Councilwoman Deputy Supervisor

60 McAlpin Avenue Mahopac, New York 10541 Tel. (845) 628-1500 ◆ Fax (845) 628-6836 www.carmelny.org KATHLEEN KRAUS Receiver of Taxes

MICHAEL A. BARILE Town Councilman FRANK D. LOMBARDI Town Councilman ROBERT F. SCHANIL, JR. Town Councilman

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

## TOWN BOARD WORK SESSION Wednesday, January 13, 2021 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

## **Town Board Work Session:**

- Review of Town Board Minutes December 15, 2020
- 1. Consider Request to Authorize Bond Return Hillcrest Commons TM#44.10-1-4 (\$770,000)
- 2. James Gilchrist, Director of Recreation & Parks-Consider Request to Authorize Renewal of License Agreement with ASCAP(Association of Composers, Authors and Publishers) for 2021 Sunset Concert Series
- 3. James Gilchrist, Director of Recreation & Parks-Consider Request to Authorize Extension of Agreement (one-year extension) for Food Concession Stand at Sycamore Park
- 4. James Gilchrist, Director of Recreation & Parks-Consider Request to Authorize the Installation of "Little Library Box" at Chamber Park Girl Scout Gold Award Candidate, Lily McManus
- 5. James Gilchrist, Director of Recreation & Parks- Consider Request to Authorize the Rebuilding of the Ice House Ramp at Sycamore Park Eagle Scout Candidate, Matthew Cropsey
- Public Comment (Three (3) Minutes on Agenda Items Only)
- Town Board Member Comments

### **Open Forum:**

- Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)
- Town Board Member Comments -- Adjournment

CRAIG PAEPRER Chairman

ANTHONY GIANNICO Vice Chairman

BOARD MEMBERS KIM KUGLER RAYMOND COTE ROBERT FRENKEL MARK PORCELLI VICTORIA CAUSA TOWN OF CARMEL
PLANNING BOARD



60 McAlpin Avenue Mahopac, New York 10541 Tel. (845) 628-1500 – Ext.190 www.ci.carmel.ny.us MICHAEL CARNAZZA

Director of Code

Enforcement

RICHARD FRANZETTI, P.E. Town Engineer

> PATRICK CLEARY, AICP,CEP, PP, LEED AP Town Planner

# **MEMORANDUM**

To:

Town Board

From:

Rose Trombetta

Date:

January 4, 2021

Subject:

Bond Return - Hillcrest Commons - TM - 44.10-1-4

Bond Register #767

On December 17, 2020 the Planning Board passed a motion recommending the bond return of \$770,000.00 for the above captioned property.

Attached is a fully executed bond application form and Town Engineer, Richard Franzetti's memo dated November 19, 2020 and Director of Code Enforcement, Michael Carnazza's memo dated December 17, 2020.



## Planning Board Town of Carmel - Town Hall Mahopac, New York 10541

Bond Register No 767

## Subdivision - Site Plan Bond Application

Tax Map # 44.10-1-4 Filing Date 12/02/2020  The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ ' 1 10,000 a. Said bond was fixed by Resolution of the Planning Board on date 19928/18 for the construction and completion of improvements described on a map on file with Planning Board.  Applicant's Name: BBJ Associates, LLC. (Altn: John Bainland) Applicant's Address: '0'0 Wilder Balter Partners, Inc. 480 Bedford Road, Chappaqua, NY 10514 Applicant's Telephone Number: 914-610-3638 Email: jbainlandi@wilderbalter.com Applicant's Signature  Town Engineer's Signature Bonding Company Fidelity and Deposit Co of Maryland Bond # 09121004 Bond Expires The above application is in order and is approved this day of 20 By Chairman, Planning Board Chairman, Environmental Conservation Board  Application for Bond Return XXXX Bond Reduction  The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Tor of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.  Date 12/2020 Applicant's Signature  OR I have inspected the improvements on the above captioned site during construction and after completion and thereby authorize the bond filed by to be reduced to Town Engineer's Signature  OR I have inspected the above mentioned improvements and find same to meet the applicable specification and hereby recommend that the applicant be completely released from the obligation of said bond.  Date 10 Applicant be completely released from the obligation of said bond.  Date 12/3020 Planning Board Chairman Kaup Heave Paperoved by the Town Board at a meeting an	Bond Amount \$77	0,000.00		Tay Man # 44 10	21.4	
of \$	Inspection Fee N	/A				
Applicant's Name: BBJ Associates, LLC. (Attn: John Bainlard) Applicant's Telephone Number: 914-610-3638	09/26/18 f	O . Said bond w	vas fixed by Re	solution of the Plan	nning Roard on date	
Applicant's Address: © Wilder Balter Partners, Inc. 480 Bedford Road, Chappaqua, NY 10514  Applicant's Telephone Number: 914-610-3638	the Planning Board.					
Applicant's Telephone Number: 914-610-3638					NV 10514	
Map Entitled: Hillcrest Commons  Property Address: Clapboard Ridge Road  Last Revised 08/29/18  Applicant's Signature  Town Engineer's Signature  Bonding Company Fidelity and Deposit Co of Maryland  Bond # 09121004  Bond Expires  The above application is in order and is approved this						com
Applicant's Signature  Bonding Company Fidelity and Deposit Co of Maryland Bond # 09121004 Bond Expires  The above application is in order and is approved this day of 20				ese: Clapboard Ridge	Road Last Davis d	08/20/19
Town Engineer's Signature  Bonding Company Fidelity and Deposit Co of Maryland Bond #09121004 Bond Expires  The above application is in order and is approved this					Last Revised	00/25/10
Bonding Company Fidelity and Deposit Co of Maryland Bond # 09121004 Bond Expires The above application is in order and is approved this						
By			Maryland Rond	± 09121004	Pand Evpines	
By	The above application	is in order and is a	approved this	day of	bond Expires_	
Chairman, Planning Board  Chairman, Environmental Conservation  Chairman, Environmental Conservation  Chairman, Environmental Conservation  Chairman, Envi	_					
The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Ton of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.  Date 12/2/2020 Applicant's Signature By Board of Signature Signature Signature Signature Signature Signature Signature Signature Town Engineer's Signature OR  I have inspected the above mentioned improvements and find same to meet the applicable specification and hereby recommend that the applicant be completely released from the obligation of said bond.  Date 12/2020 Planning Board Chairman Ray Free Environmental Conservation Board Chairman	Chairman, Plan	ning Board				_
of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction  Date 12/2/2020	Application for Bono	Return_XXXX	В	ond Reduction		
Town Engineer's Signature  OR  I have inspected the above mentioned improvements and find same to meet the applicable specification and hereby recommend that the applicant be completely released from the obligation of said bond.  Date 12 30-202 Planning Board Chairman range Propression Board Chairman  Environmental Conservation Board Chairman	of Carmel regulations accordance with the s  Date /2/2/20  *******************************	and hereby affirms pecifications applic Applic Applic	s that he has co cable hereto for cant's Signature ************************************	mpleted the requirement of bond return/reduced by Robinson of the construction of the	red improvements in action  Barbert  Connected Signal  ***********************************	tory
I have inspected the above mentioned improvements and find same to meet the applicable specification and hereby recommend that the applicant be completely released from the obligation of said bond.  Date 12 30 202 Planning Board Chairman Range Property Coate Environmental Conservation Board Chairman	Date	Town Fn	oineer's Signatu	T.O.		
Thave inspected the above mentioned improvements and find same to meet the applicable specification and hereby recommend that the applicant be completely released from the obligation of said bond.  Date 12 30 202 Planning Board Chairman range Property Planning Board Chairman Rough Planning Board Chairman Rough Planning Board Chairman Rough Planning Board Chairman	1 4 / 2					
Date 12-30-202 Planning Board Chairman Rough Repre-	and hereby recommend	that the applicant	provements and t be completely	find same to meet released from the	t the applicable spec obligation of said b	ifications
DateEnvironmental Conservation Board Chairman			- / / / /	00		
The served the Alex Trans. The series of the				'd'Chairman		



(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 Planning Board

From:

Richard J. Franzetti P.E. Town Engineer



Date:

November 19, 2020

Re:

Hillcrest Commons Phase 2 Site Plan- Bond Return-TM# 44.10-1-4

In response to the attached request by the above applicant, a representative of the Engineering Department performed a field inspection of the referenced property on November 17, 2020 to evaluate the current status of the site construction, for the purpose of determining whether a bond return is warranted. The results of our investigation are presented below.

The original bond amount posted was \$1,956,725.00. That amount was reduced to \$770,000.00 by Resolution of the Town Board on February 20, 2013.

Our field inspection indicates that all work is complete and in accordance with the approved Site Plan. We therefore recommend that the remaining Bond amount of \$770,000,00 be released.

We trust that this is adequate for your needs. If you have any questions, please don't hesitate to contact me.



## **MEMORANDUM**

TO:

Chairman Craig Paeprer and Members of the Town of Carmel

Planning Board.

FROM:

Michael G. Carnazza, Director of Code Enforcement

DATE:

12/17/2020

RE:

Bond Return for Hillcrest Commons

Tm# 44.10-1-4.

- I inspected the site on 12/14/2020 and found the site to be in conformance with the approved site plan.
- There are no pending violations at the site.

## 1/13/2021 Work Session Agenda Item #2



## TOWN OF CARMEL RECREATION & PARKS DEPARTMENT

SYCAMORE PARK, 790 LONG POND ROAD MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: http://www.carmelny.org

DATE:

January 4, 2021

TO:

Kenneth Schmitt, Supervisor

Carmel Town Hall

FROM:

James R. Gilchrist, CPRP

Director, Recreation and Parks

SUBJECT:

ASCAP (American Society of Composers, Authors and

Publishers) License Agreement – Account #500613865

REFERENCE:

Memo dated December 20, 2020 (copy attached)

As in the past, we are again required to pay a license fee for our 2021 Sunset Concert Series. It is an annual fee of \$367.00 and is due within 30 days of our April 30, 2021 renewal date. Please sign and date page 3 of the Local Government Entities form and return the original to me.

A Town Board Resolution is required authorizing renewal of this agreement.

Please contact me with any questions.

/nls

Attachment



PO BOX 331608 Attn: Account Services Nashville, TN 37203-7515 Attn: Account Services

Attn: Account Services Phone: 1-800-505-4052 Fax: 1-615-691-7795

December 20, 2020

GDAWK200301176 -

James Gilchrist Director Of Parks & Town Of Carmel, NY Town Of Carmel, NY 60 McAlpin Ave Mahopac, NY 10541-2340

Re: Account No. - 500613865 Town Of Carmel, NY Town Of Carmel, NY 60 McAlpin Ave Mahopac, NY 10541-2340

Dear Mr. Gilchrist:

We thank you for being an ASCAP licensee, and for recognizing the immense value music brings to your constituents.

To ensure that your ASCAP license remains current, we ask that you please complete the following step:

#### 1. Submit payment for your 2021 license within 30 days of your renewal date

Go paperless – pay your license fees online! Access your account at <a href="www.ASCAP.com/mylicense">www.ASCAP.com/mylicense</a> to pay your statement online with either check or credit card.

Your online account also makes it easy to:

- Print invoices for current or past billing cycles on demand
- Update your contact information
- Live chat with a customer service agent if you have any questions or concerns
- Complete a report if there have been changes to your population or if you have a special event to report

If your billing statement is enclosed and you prefer to send your payment through the mail, please send to the address on the remittance portion of your invoice. If you do not have a billing statement, you will receive one prior to your annual renewal date.

Your adjusted rate schedule for 2021 is attached and reflects a rate increase of approximately **1.18207%**, based on the increase of the Consumer Price Index, All Urban Consumers – (CPI-U) between October 2019 and October 2020.

If you have any questions about your license, reporting, and/or payment, please don't hesitate to contact our office at 1-800-505-4052 or send us an email at <a href="mailto:glcs@ascap.com">glcs@ascap.com</a>.

Remember, 90¢ of every \$1 from your license fee goes directly to our members, helping them pay their bills and continue writing music. Our 780,000+ songwriters, composers, and music publisher members thank you for being an ASCAP licensee and supporting music creators!

Sincerely.

account Services

Account Services

Enclosures: Rate Schedule Report Form

Return Envelope

F0166\_0121 IMLA

> GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX) Website: http://www.ascap.com



LOCAL GOVERNMENT ENTITIES

2021 Rate Schedule and Report Form

Account No.:

500613865

Premise Name: Town Of Carmel, NY; Mahopac, NY

Report Due: 12/30/2021



## SCHEDULE A: Base License Fee

Po	pulation	Base License Fee	
1	to	50,000	\$367.00
50,001	to	75,000	\$734.00
75,001	to	100,000	\$881.00
100,001	to	125,000	\$1,175.00
125,001	to	150,000	\$1,468.00
150,001	to	200,000	\$1,909.00
200,001	to	250,000	\$2,347.00
250,001	to	300,000	\$2,791.00
300,001	to	350,000	\$3,230.00
350,001	to	400,000	\$3,672.00
400,001	to	450,000	\$4,108.00
450,001	to	500,000	\$4,552.00
500,001	Plus***		\$5,578.00

\*\*\* \$5,578.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$73,399.00

### SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event, If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

## SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$367.00.

## License Fee for Year 2022 and Thereafter

For each calendar year commencing 2022, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ascap	LOCAL GOVERNMENT ENTITIES 2021 Rate Schedule and Report Form	
Account No.: 500613865	Premise Name: Town Of Carmel, NY; Mahopac, NY	
	Report Due: 12/30/2021	



SCHEDULE A:	Base License Fee	(Due upon execution	n of Agreement and within	30 days of the Agreement's Renewal Date.)
Population Size			Base License Fee:	
	(Per current U.	S. Census Data)	_	(Please refer to attached Rate Schedule)

SCHEDULE B: Special Events\* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: Address: Phone No: Account No:
			x .01	\$		Name: Address: Phone No: Account No:
			x .01	\$		Name: Address: Phone No: Account No:
			x .01	\$		Name: Address: Phone No: Account No:

<sup>\*&</sup>quot;Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: http://www.ascap.com/mylicense or http://www.ascap.com

<sup>\*\*&</sup>quot;Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENEE for each Special Event.

## LOCAL GOVERNMENT ENTITIES (continued): (Piease complete form in its entirety.)

Report Year:	Annual License Fee: \$	367.00 (Due within 30 days of Renewal Date.)	
	Total Fees Reported Fr	om Any or All of Schedules A, B or C: \$	
Base Licensee Fees accompanied by a	completed Report Form are due a eport along with payment may be n	nd payable within 30 days of the License Agreement's rene nailed to the ASCAP address below.	wal dat
The Re	eport along with payment may be n	nd payable within 30 days of the License Agreement's rene nailed to the ASCAP address below.	wal dat
ontact Person:(Please print Conta	eport along with payment may be nact's Name.)	(Please print Contact's Title.)	-
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ontact Person: (Please print Contact Person: Fax No.: certify that the above information is true ated:	act's Name.)  () Email: and correct. Signature:  GLCS@ascap.com 1-800-505-4	(Please print Name and Title of Signature name above.)	

ascap

**Account No.:** 500613865

Town Of Carmel, NY 60 McAlpin Ave Mahopac, NY 10541-2340 ASCAP **IMLA** Account Services P. O. Box 331608-7515, Nashville, TN 37203-9998

## 1/13/2021 Work Session Agenda Item #3



TOWN OF CARMEL RECREATION & PARKS DEPARTMENT
SYCAMORE PARK, 790 LONG POND ROAD
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: http://www.carmelny.org

DATE:

December 28, 2020

TO:

**Carmel Town Board** 

Carmel Town Hall

FROM:

James R. Gilchrist, CPRP

Director, Recreation and Parks

SUBJECT:

**Concession Stand at Sycamore Park** 

The current 3-year contract to operate a concession stand/snack bar between the Town of Carmel and Carmel Bagel Deli...Licious will terminate on March 20, 2021. Due to Covid-19 the concession stand at Sycamore Park did not open for operation during 2020.

Carmel Bagel Deli...Licious has agreed to extend the agreement with the Town of Carmel, under the same terms of the previous Concession Agreement, through 2022 at the annual fee of \$3000.00. I have included a copy of the original agreement as well as letter from Kevin Stenger agreeing to all its provisions through 2022.

A Town Board resolution is required authorizing the extension of this agreement. Please add this to the January 13, 2021 Town Board Work Session agenda and contact me with any questions.

12/22/20

Town Board Town of Carmel 60 McAlpin Avenue Mahopac N.Y. 10541

To Whom It May Concern:

My name is Kevin Stenger, I am the owner of Carmel Bagel Deli Inc. Due to the Covid 19 virus causing the cancellation of camp at Sycamore Park for the 2020 season I would like to request the town Board extend my contract to include the 2022 season. I would be willing to keep all other provisions of the agreement in effect.

Thank you in advance for your consideration. I can be reached at <a href="MSTENG@24GORDON@YAHOO.COM">KSTENG@24GORDON@YAHOO.COM</a> or 914 879 1462 if further discussion is needed.

Sincerely,

Kevin Stenger

President Carmel Bagel Inc.

## **CONCESSION AGREEMENT**

THIS LICENSE AGREEMENT, entered into this 21st day of March, 2018, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town") and Carmel Bagel Deli inc having an address at 126 Rte 52 Carmel (herein "VENDOR").

WHEREAS, Sycamore Park, including the concession facility located thereat, is a town park facility under the jurisdiction and control of the Town of Carmel (hereinafter, the "Park"); and

WHEREAS, VENDOR has requested a license from the Town of Carmel to operate a concession stand/snack bar at the Park for the 2018/2021 season (March 21, 2018 to March 20, 2021), which will be open to the public during hours of Park operation; and

WHEREAS, the Town Board of the Town of Carmel has duly authorized such use subject to the terms and conditions contained herein.

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

- 1. <u>LICENSE</u>: The Town hereby gives and grants to VENDOR, and VENDOR hereby accepts from the Town, a revocable license to operate a concession stand/snack bar at the Park, in a location specifically designated by the Director of Recreation and Parks for such use, and no other area of Park, during hours of Park operation.
- 2. <u>TERM</u>: This agreement shall commence on March 21, 2018 and shall terminate on March 20, 2021.
- 3. <u>TERMINATION</u>: The Town may terminate this Agreement by delivery, by mail, or personal service, to VENDOR at its address stated hereinabove a notice of the Town's intention to terminate the said revocable license three (3) days after the delivery of said notice.
- 4. <u>FEES AND COMPENSATION</u>: In consideration for the granting of said 3 year license, VENDOR will pay the Town of Carmel a fee of: 1) \$3,000.00 for the first year of the contract of which \$1,500.00 is to be paid at contract signing and the remaining \$1,500.00 to be paid September 22, 2018; 2) \$3,000.00 for the second year of the contract of which \$1,500.00 is payable March 22, 2019 and the remaining \$1,500.00 to be paid September 22, 2019; and 3) \$3,000.00 for the third year of the contract of which \$1,500.00 is payable March 22, 2020 and \$1,500.00 payable September 22, 2020. It is understood that the fee charged takes into consideration the collateral and intangible benefit derived by the Town and its residents by the operation of a concession stand/snack bar at the Park.
- 5. <u>HEALTH DEPARTMENT PERMIT</u>: VENDOR must obtain any and all permits required by the New York State Department of Health and Putnam County Department of Health.

- 6. INDEMNIFICATION: It is expressly understood that the Town of Carmel will assume no responsibility for or in relation to the operation of the concession stand/snack bar at the Park. VENDOR agrees to protect, defend, indemnify and save harmless the Town, its officers, employees and agents from any and all suits, actions or causes of action of every name and description brought against the Town for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of VENDOR, its officers, members or agents. VENDOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
- 7. INSURANCE: VENDOR shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the Town and VENDOR from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of one million dollars (\$1,000,000.00) for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability. The Town shall be named as an additional insured on all such policies.
- 8. <u>LITTER AND DEBRIS</u>: VENDOR, its officers and agents, agree that the concession stand/snack bar and surrounding outside area shall at all times be kept free from litter and debris, and that at the end of each day, VENDOR will ensure that all litter and debris generated thereby will be cleaned up and placed in trash receptacles.
- DAMAGE: VENDOR agrees to reimburse the Town for any and all damages or injury to any real
  property or personal property of the Town that may arise, directly or indirectly, from the
  negligence, acts or omissions of VENDOR, its officers and/or agents.
- 10. NATURE OF LICENSE: The Revocable license granted herein is not a conveyance of real property, is not intended to grant or convey to VENDOR the exclusive use of the concession stand/snack bar, and is granted subject to the rights of the Town and the public, which the Town hereby reserves, to use and enjoy the Park in any manner that does not unreasonably interfere with the right herein granted to VENDOR. VENDOR, its officers, members and agents, shall make every reasonable effort not to interfere with the use of the Park facilities, not reserved to VENDOR under this license, by the general public.
- 11. <u>ENTIRE AGREEMENT</u>: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- 12. <u>CONTROLLING LAW:</u> This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this agreement shall be venued in Putnam County, New York.

13. <u>COUNTERPART ORIGINALS</u>: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

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

TOWN OF CARMEL BAGEL INC.

. .

Kevin Stenger, President

(Signature)

Kenneth Schmitt Town Supervisor

(Signature)

## 1/13/2021 Work Session Agenda Item #4



**TOWN OF CARMEL RECREATION & PARKS DEPARTMENT** 

SYCAMORE PARK, 790 LONG POND ROAD MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 F

FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: http://www.carmelny.org

DATE:

December 14, 2020

TO:

**Carmel Town Board** 

**Carmel Town Hall** 

FROM:

James R. Gilchrist, CPRP

Director, Recreation and Parks

SUBJECT:

Girl Scout Project - Little Library Box at Chamber Park

Girl Scout Lily McManus, a Silver Award candidate from Troop 2660, has proposed to install a "Little Library" box at Chamber Park. Lily plans to build and paint a display box to hold books that have been donated for members of the Community to enjoy.

Attached is an outline submitted by Lily to the Recreation and Parks Advisory Committee.

The committee reviewed the project and agreed to have it proceed for Town Board approval.

Please add this to the January 13<sup>th</sup> Town Board Work Session agenda and contact me with any questions.

/nls

**Attachment** 

Girl Scout Lily McManus

Lily McManus 092720

My silver award project is called little library. What is the little library you may ask it is a small box no bigger than an average kitchen table. It will hold books for all ages at a park and it will have books for people to donate and some for people to take. The purpose of this project is to expand reading and literature to people in our community. The project will help people who do not have books or library card be able to get books to read. I selected this plan because ever since I was four it spoke to me . I love my local library and reading. I thought this would be a fun way to get people into reading. I am very passionate about reading and art so designing this will be easy but I also need to build it and surprisingly I am really good at building so it will be a good way for me to strengthen some talents. To put my plan into place I will just need some helping hands in the town board who will let me place my little library in a park and I would also need to do some fun raising

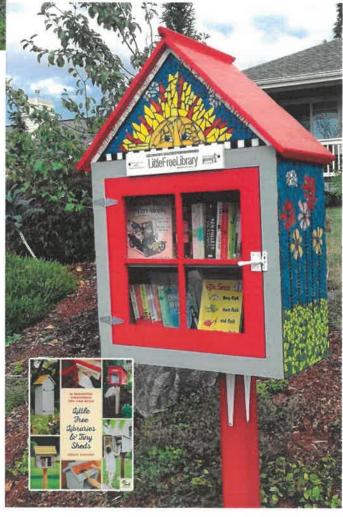
There is many steps to follow in this project to execute it perfectly. To start out my plan I would first need to approach the town board and the girl scout council to get my idea approved. Then I have to start to gather books with the help from the local library. I would also do a book drive to get more books then I would sort through them. After I do that, I would need to get supplies to build the library. I would then have to, build, paint, and weatherproof the library. I plan to meet the costs this project might be by using some of the fall sales and cookie money and holding a fundraiser/donation. If I were estimate the cost of this project I would say anywhere from \$100-\$300 and I will meet them by budgeting.

My project will be sustained by the Mahopac Public library. They will continue it by restoking books from the library and making sure it is still in good condition. I plan on taking leadership by running a book sort to sort out the books from a drive and having younger girls or people who need community service to volunteer. The global aspect will be other towns and communities to see my project and they might make it in their town. I plan to tell others through the local newspaper, online local news blogs and on friends/families social media pages.

Thank you,

Lily McManus





## 1/13/2021 Work Session Agenda Item #5



**TOWN OF CARMEL RECREATION & PARKS DEPARTMENT** 

SYCAMORE PARK, 790 LONG POND ROAD MAHOPAC, NEW YORK 10541

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DATE: December 14, 2020

TO: Carmel Town Board

**Carmel Town Hall** 

FROM: James R. Gilchrist, CPRP

Director, Recreation and Parks

SUBJECT: Eagle Scout Project – Rebuild Ice House Ramp at Sycamore Park

Eagle Scout candidate Matthew Cropsey from Troop #371 has proposed to rebuild the ice house ramp at Sycamore Park. The project will entail installing new joints from the building to concrete, and installing new joists for the wood ramp and handrails to be constructed on.

Attached is an outline Matthew submitted to the Recreation and Parks Advisory Committee. The committee reviewed and approved the project to proceed for Town Board approval.

Please add this to the January 13<sup>th</sup> Town Board Work Session agenda and contact me with any questions.

/nls

Attachment

## Matthew Cropsey

### Briefly describe your project

My eagle scout project is a task given to me by Sycamore Town Park in Mahopac. The Park officials would like me to rebuild the ramp leading to the Ice House building. The ramp that leads to the ice house building, is 12 feet long and 4 ½ feet wide, needs to be taken down due to rot and rebuilt in order to have access to the ice house which would allow them to get whatever they need stored in the building.

## The Ice House Ramp:

The first task is to dismantle the old wood ramp at the Ice House. This will then give us room to build a new ramp for the building, which will allow Sycamore Park to have access and use of the Ice House. This also rids the park of a hazard and a potential attractive nuisance.

The second task is to install new joints from the building to the concrete slab for the beginnings of the ramp. The boards need to be attached to the building. The joists are the base for the ramp and provide a surface for the decking boards to be nailed to.

The third task is to install all the decking for the ramp. Once this is done we will have preliminary access to the Ice House.'

The fourth task is to install the railing posts. These will be used for the framing of the structure and for the strength of the railing.

The fifth task is to install the top railing and the balusters. This will provide safety for all those using the ramp. The railing allows people to hold on and the blasters protect people and items from falling through under the railing.

After this the ramp will be completed and the park have a safe proper access to the Ice House

The final task is to put wood chips down on the pathway to the Ice House. The path to the Ice House is just a little trail that is one person wide and it is very hard to see. By putting down wood chips i will be able to make the path more visible and i will be able to make it a bit bigger so that it is 2 people wide.

To recap this project, i will be taking down the deteriorated ramp and building a new ramp that can be used by everyone without the chance of anyone getting injured. If the building is not going to be used as storage then it will be a place where campers can be taught. Sycamore Park needs more space for stoage and teaching during summer camp so by rebuilding the ramp it will allow them to have more space for them do use during summer camp. In completion of this eagle scout project, the ramp leading to the Ice House will be used to its full potential at Sycamore Town Park.

- When do you plan to begin work on the project? Pending on approval Fundraising would start a week after approval.
- How long do you think it will take to complete this project? This project should take about 6 days.

## Giving Leadership

Approximately how many people will be needed to help on your service project? I think I will need about 6 or 7 people to help me with my project.

Where will I recruit people from to help me with my project? I know for sure that I can get scouts from my troop since a lot of them need service hours to rank up and a lot of them have been asking me when my project will be ready. Some of my friends and family members have also said they are willing to help me when the time comes to start working on my project.

What do you think will be the most difficult about leading them? The most difficult part of leading my peers would be making sure that they are doing the right thing and not messing up the project. Also, some of my friends may not know my fellow scouts or family members which would be challenging for some people since they have never worked with them before.

## Supplies, materials, and tools

## Supplies-

Garbage bags

### Food-

- Paper plates
- Plastic knives, forks, and cups
- Napkins
- Water
- Pizza

## Safety items-

- Work gloves
- Safety glasses
- N95 Respirators(masks)
- Working clothes
- First aid kit
- Temperature gun

#### Materials-

- (4) 2 in. x 10 in. x 12 ft. Ground Contact Pressure-Treated Lumber
- (9) 2 in. x 6 in. x 12 ft. Prime Ground Contact Pressure-Treated Lumber
- (3) 4 in. x 4 in. x 8 ft. Ground Contact Pressure-Treated Southern Yellow Pine Timber
- (4) 2 in. x 4 in. x 12 ft. Prime Ground Contact Pressure-Treated Lumber
- (60) 2 in. x 2 in. x 42 in. Pressure-Treated Cedar-Tone Mitered 1-End B1E Baluster (12-Pack)
- (1) 2 in. x 10 in. x 8 ft. Ground Contact Pressure-Treated Lumber
- (10 lbs) 8 x 3 in. Philips Bugle-Head Coarse Thread Sharp Point Polymer Coated Exterior Screw

- (5 lbs) 9 x 3 in 10D Hot-Galvanized Common Nail
- (12) 3/8 in.-16 x 6 in. Galvanized Carriage Bolt
- (4) LUS ZMAX Galvanized Face-Mount Joist Hanger for 2x6 Nominal Lumber
- (4) LUS Galvanized Face-Mount Joist Hanger for 2x10 Nominal Lumber
- (2) 2-1/2 in. Coarse Brown Polymer-Plated Steel Star-Drive Composite Deck Screws
- 2 truck loads full of wood chips

## Tools-

- Circular saw
- 2 screw guns
- 2 hammers

## Permits and permissions

Will you need to secure permissions or permits? Who will obtain them? How much will they cost? How long will it take to secure them? Sycamore park has given me permission to complete this project and there are no permits required for this project.

## Preliminary cost estimate

Items	Cost
materials	\$900
Supplies	\$300
tools	\$200
other	
Total costs:	\$1400

### **Fundraising**

How will I get the money to pay for the total cost of the project?

- Bake sales at Red Mills Market and at the stop and shop in town
- Go fund me page
- Donations from my friends and family
- Yard sales
- Car washes

## Project phases

- 1. Fundraising money for project
- 2. Buying materials, supplies, and tools
- 3. Discuss and finalize dates to on the project with Sycamore Town Park

### Ice House Ramp

- 1. Dismantle the old wood ramp
- 2. Install joists for the ramp going from the ice house to the cement slab
- 3. Install decking for the ramp
- 4. Install the railing posts
- 5. Install the top railing and balusters
- 6. Put down the wood chips

## Logistics

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a tour plan? All of my helpers have sources of their own transportation. Also all supplies, materials, and tools can be transported in my truck which has more than enough room for everything.

### Safety Issues

- Volunteers must be prepared to get dirt on themselves when putting down mulch for the pathway. They should wear clothes that they don't mind getting dirty
- When things are being built using hammers to nail things together, the volunteers must be careful with not hitting their fingers
- Be sure not to choke on any food while eating or drinking
- All volunteers will have their temperature checked and will be asked if the have been in contact with the corona virus within the past 14 days to prevent people from getting it
- Volunteers will also be wearing makes and will be practicing social distancing while we all work together.

### Further planning

List some action steps you will take to complete a final plan.

- Make a more detailed drawing of what i am building and making it to scale
- Work on deals with stores that i am buying supplies and materials from to try and get the price lowered
- Make a schedule for helpers to make sure that there are enough or not too many for each phase
- Make a detailed list of supplies and materials
- Stay in touch with Sycamore Town Park for updates



