

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
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

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

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

AGENDA
TOWN BOARD VOTING MEETING
Wednesday, July 3, 2013 – 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Voting Meeting:

1. Accept Town Board Minutes June 5 and 19, 2013
2. Res: Accepting Annual Financial Report of the Town's Independent Auditor for Fiscal Year 2012
3. Res: Authorizing the Hiring of 2013 Seasonal Employees – Lake Casse Park District
4. Res: Authorizing Entry into License Agreement with the County of Putnam for Use of Polling Machines 2013 Primary Election
5. Res: Authorizing Entry into License Agreement with the County of Putnam for Use of Polling Machines 2013 General Election
6. Res: Authorizing Membership in New York State Federation of Lake Associations for the Lake Mahopac Park District Advisory Board
7. Res: Authorizing Change Order #6 to Carmel Sewer District #7 Regulatory Upgrade Contract - #C203
8. Res: Authorizing Entry into Amendment #2 to Contract with NYSDEC for Rolling Greens and Lake MacGregor Stormwater Retrofits – Contract #C303537
9. Res: Authorizing Scheduling Public Hearing on a Possible Local Law Amending the Code of the Town of Carmel, Chapter 156 thereof, entitled "Zoning" and Chapter 131 thereof, entitled "Subdivision of Land" (August 7, 2013)
10. Res: Authorizing Scheduling Public Hearing on a Local Law Amending the Code of the Town of Carmel Chapter 156 thereof, entitled "Zoning" (August 7, 2013)
11. Res: Request for Proposals for the Replacement of Flooring and/or Carpeting in Certain Areas of Carmel Town Hall
12. Res: Authorizing Attendance at Conference NYSCFA Workshop
13. Res: Authorizing Waiver of Application for Sound Amplification Permit Fee – Italian American Club of Mahopac Evening in the Piazza
14. Res: Designating Agent Pursuant to General Municipal Law – Notice of Claim

- 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 per Speaker for Town Residents, Property Owners & Business Owners Only)
- Town Board Member Comments
- Adjournment

#2

RESOLUTION ACCEPTING ANNUAL FINANCIAL REPORT OF THE TOWN'S INDEPENDENT AUDITOR FOR FISCAL YEAR 2012

RESOLVED that the Town Board of the Town of Carmel hereby accepts the Comprehensive Financial Independent Audit Report of the Town's independent auditor, of O'Connor Davies LLP, for fiscal year 2012 and hereby directs Town Clerk Ann Spofford to publish all notices required in connection herewith in the official newspapers of the Town.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#3

RESOLUTION AUTHORIZING THE HIRING OF 2013 SEASONAL EMPLOYEES- LAKE CASSE PARK DISTRICT

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Casse Park District, hereby authorizes the amendment of the list of Seasonal Employees for Lake Casse Park District in 2013 to include Nicholas Simone, Mahopac New York to the position of Lifeguard at the rate of \$12.00 per hour.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#4

RESOLUTION AUTHORIZING ENTRY INTO LICENSE AGREEMENT WITH THE COUNTY OF PUTNAM FOR USE OF POLLING MACHINES 2013 PRIMARY ELECTION

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes entry into a license agreement with The County of Putnam for the use of polling machines and equipment at the Town Hall Polling Place for the 2013 Primary election to be held on September 10, 2013, in form as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign the aforesaid agreement and any related documentation in connection therewith.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

AGREEMENT AND RELEASE OF LIABILITY

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, by and through its Board of Elections (hereinafter referred to as the "COUNTY"), party of the first part, and **TOWN OF CARMEL**, with an office at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "POLLING PLACE"), party of the second part.

WITNESSETH, in consideration of the promises and the mutual covenants hereinafter contained and other good and valuable consideration, the parties hereby formally covenant, agree and bind themselves as follows:

1. The COUNTY hereby gives and grants to the POLLING PLACE, and the POLLING PLACE hereby accepts from the COUNTY, a revocable license to retain COUNTY property known as Image Cast voting machine(s) that utilize programmed memory card(s), as well as accompanying privacy booth(s) and other various Board of Elections equipment (hereinafter referred to as the "PROPERTY") at the following location, which is under the control and care of the POLLING PLACE, for the purpose of holding the 2013 Primary Election on September 10, 2013:

- Carmel Town Hall-Meeting Room 1 and 2, 60 McAlpin Avenue, Mahopac, NY 10541

All of the foregoing shall be subject to the terms and conditions of this Agreement, as more fully set forth herein.

2. The POLLING PLACE shall be permitted to retain the PROPERTY for the purposes and period stated herein. The POLLING PLACE shall furnish five (5) tables and

twenty-five (25) chairs for the Primary Election to be held on Tuesday, September 10, 2013 from 6:00 A.M. to 9:00 P.M. for Election Districts 6, 7, 15, 22, and 23 at the Carmel Town Hall, Meeting Room 1 and 2. The POLLING PLACE shall permit the COUNTY and its Election Workers access to the building at 5:00 A.M. on September 10, 2013. The POLLING PLACE shall make arrangements for the set-up and the placement of the tables and chairs to assist Election Workers by September 10, 2013. The COUNTY will deliver the voting machines and supplies on either September 6, 2013 or September 9, 2013. The COUNTY will pickup the voting machines and supplies on either September 11, 2013 or September 12, 2013.

3. The PROPERTY is in good working condition and the POLLING PLACE agrees to retain and maintain the PROPERTY in such good working condition. The POLLING PLACE shall assume sole responsibility for any/all damage or harm to the PROPERTY caused by fire, theft, accident, neglect, abuse or otherwise during the term of this Agreement.

4. The POLLING PLACE shall, at its sole cost and expense, provide for the COUNTY's use the furnishings described in and for the period set forth in Paragraph 2.

5. The POLLING PLACE will comply, at its sole cost and expense, with the provisions of any/all applicable federal, state and/or municipal requirements, regulations, rules and/or laws applicable to the activities under this Agreement.

6. The POLLING PLACE shall, at its sole cost and expense, maintain liability insurance during the term of this Agreement as shall protect the COUNTY and the POLLING PLACE from claims for damages for personal injury, including accidental death, which may arise from activities under this Agreement. Said insurance shall be in accordance with the insurance requirements contained in the attached Schedule "A," entitled "Putnam County Insurance Requirements". The POLLING PLACE shall furnish a copy of the above-described

insurance policy to the COUNTY and shall also name the COUNTY as the additional insured in said policy.

7. The POLLING PLACE covenants and agrees to fully and forever release and discharge the COUNTY and any and all of 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 activities under this Agreement.

8. The POLLING PLACE 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 activities under this Agreement.

9. The POLLING PLACE covenants and agrees to defend, indemnify and save harmless the COUNTY and any/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 activities under this Agreement.

10. The POLLING PLACE covenants and agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of

this Agreement is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding the foregoing, continue in full force and effect.

11. The provision of paragraphs "7" through "10" of this Agreement shall survive any termination of the revocable license or of this Agreement.

12. Any and all notices required hereunder shall be addressed as indicated herein, or to such other address(s) as may hereafter be designated in writing by either party hereto:

TO THE COUNTY: County Attorney, Putnam County
48 Gleneida Avenue
Carmel, New York 10512

TO THE POLLING PLACE: Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

13. The POLLING PLACE shall not assign this Agreement, or their right, title or interest herein, without the express prior written consent of the COUNTY.

14. 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. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by all parties hereto.

15. The POLLING PLACE hereby states that it has carefully read this release and fully understands its contents, and is fully aware that this is a release of liability and a contract between itself and the COUNTY and any and all of the COUNTY's officers, agents, servants, representatives or employees, and is signing this release of its own free will.

16. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one (1) Agreement.

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

READ & APPROVED:

Date
Adrienne L. Spadaccini
Senior Deputy County Attorney
For Risk and Compliance

Date
Jennifer S. Bumgarner
County Attorney

Date
Anthony G. Scannapieco, Jr., Commissioner
Board of Elections

THE COUNTY OF PUTNAM:

Date
MaryEllen Odell
County Executive

Date
Robert J. Bennett, Commissioner
Board of Elections

Date
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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

On this ____ day of _____, 2013 before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say that she resides at Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF POLLING PLACE:

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

On the ____ day of _____, 2013 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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

On this ____ day of _____, 2013 before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say that she resides at Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF POLLING PLACE:

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

On the ____ day of _____, 2013 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

PUTNAM COUNTY INSURANCE REQUIREMENTS

- I. It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.
- Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
 - All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.
 - All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
 - When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.
- 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.
- 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.

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.

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.

#5

RESOLUTION AUTHORIZING ENTRY INTO LICENSE AGREEMENT WITH THE COUNTY OF PUTNAM FOR USE OF POLLING MACHINES 2013 GENERAL ELECTION

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes entry into a license agreement with The County of Putnam for the use of polling machines and equipment at the Town Hall Polling Place for the 2013 General Election to be held on November 5, 2013, in form as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign the aforesaid agreement and any related documentation in connection therewith.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

AGREEMENT AND RELEASE OF LIABILITY

THIS AGREEMENT, entered into this ____ day of _____, 20__ by and between **THE COUNTY OF PUTNAM**, a municipal corporation of the State of New York, having an office and place of business at 40 Glencida Avenue, Carmel, New York 10512, by and through its Board of Elections (hereinafter referred to as the "COUNTY"), party of the first part, and **TOWN OF CARMEL**, with an office at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "POLLING PLACE"), party of the second part.

WITNESSETH, in consideration of the promises and the mutual covenants hereinafter contained and other good and valuable consideration, the parties hereby formally covenant, agree and bind themselves as follows:

1. The COUNTY hereby gives and grants to the POLLING PLACE, and the POLLING PLACE hereby accepts from the COUNTY, a revocable license to retain COUNTY property known as Image Cast voting machine(s) that utilize programmed memory card(s), as well as accompanying privacy booth(s) and other various Board of Elections equipment (hereinafter referred to as the "PROPERTY") at the following location, which is under the control and care of the POLLING PLACE, for the purpose of holding the 2013 General Election on November 5, 2013:

- Carmel Town Hall-Meeting Room 1 and 2, 60 McAlpin Avenue, Mahopac, NY 10541

All of the foregoing shall be subject to the terms and conditions of this Agreement, as more fully set forth herein.

2. The POLLING PLACE shall be permitted to retain the PROPERTY for the purposes and period stated herein. The POLLING PLACE shall furnish five (5) tables and

twenty-five (25) chairs for the General Election to be held on Tuesday, November 5, 2013 from 6:00 A.M. to 9:00 P.M. for Election Districts 6, 7, 15, 22, and 23 at the Carmel Town Hall, Meeting Room 1 and 2. The POLLING PLACE shall permit the COUNTY and its Election Workers access to the building at 5:00 A.M. on November 5, 2013. The POLLING PLACE shall make arrangements for the set-up and the placement of the tables and chairs to assist Election Workers by November 5, 2013. The COUNTY will deliver the voting machines and supplies on either November 1, 2013 or November 4, 2013. The COUNTY will pickup the voting machines and supplies on either November 6, 2013 or November 7, 2013.

3. The PROPERTY is in good working condition and the POLLING PLACE agrees to retain and maintain the PROPERTY in such good working condition. The POLLING PLACE shall assume sole responsibility for any/all damage or harm to the PROPERTY caused by fire, theft, accident, neglect, abuse or otherwise during the term of this Agreement.

4. The POLLING PLACE shall, at its sole cost and expense, provide for the COUNTY's use the furnishings described in and for the period set forth in Paragraph 2.

5. The POLLING PLACE will comply, at its sole cost and expense, with the provisions of any/all applicable federal, state and/or municipal requirements, regulations, rules and/or laws applicable to the activities under this Agreement.

6. The POLLING PLACE shall, at its sole cost and expense, maintain liability insurance during the term of this Agreement as shall protect the COUNTY and the POLLING PLACE from claims for damages for personal injury, including accidental death, which may arise from activities under this Agreement. Said insurance shall be in accordance with the insurance requirements contained in the attached Schedule "A," entitled "Putnam County Insurance Requirements". The POLLING PLACE shall furnish a copy of the above-described

insurance policy to the COUNTY and shall also name the COUNTY as the additional insured in said policy.

7. The POLLING PLACE covenants and agrees to fully and forever release and discharge the COUNTY and any and all of 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 activities under this Agreement.

8. The POLLING PLACE 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 activities under this Agreement.

9. The POLLING PLACE covenants and agrees to defend, indemnify and save harmless the COUNTY and any/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 activities under this Agreement.

10. The POLLING PLACE covenants and agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of

this Agreement is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding the foregoing, continue in full force and effect.

11. The provision of paragraphs "7" through "10" of this Agreement shall survive any termination of the revocable license or of this Agreement.

12. Any and all notices required hereunder shall be addressed as indicated herein, or to such other address(s) as may hereafter be designated in writing by either party hereto:

TO THE COUNTY:

County Attorney, Putnam County
48 Gleneida Avenue
Carmel, New York 10512

TO THE POLLING PLACE:

Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

13. The POLLING PLACE shall not assign this Agreement, or their right, title or interest herein, without the express prior written consent of the COUNTY.

14. 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. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by all parties hereto.

15. The POLLING PLACE hereby states that it has carefully read this release and fully understands its contents, and is fully aware that this is a release of liability and a contract between itself and the COUNTY and any and all of the COUNTY's officers, agents, servants, representatives or employees, and is signing this release of its own free will.

16. This Agreement is executed in two (2) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one (1) Agreement.

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

READ & APPROVED:

Date
Adrienne L. Spadaccini
Senior Deputy County Attorney
For Risk and Compliance

Date
Jennifer S. Bumgarner
County Attorney

Date
Anthony G. Scannapieco, Jr., Commissioner
Board of Elections

THE COUNTY OF PUTNAM:

Date
MaryEllen Odell
County Executive

Date
Robert J. Bennett, Commissioner
Board of Elections

Date
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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

On this ____ day of _____, 2013 before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say that she resides at Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Notary Public

ACKNOWLEDGMENT OF POLLING PLACE:

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

On the _____ day of _____, 2013 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

PUTNAM COUNTY INSURANCE REQUIREMENTS

- I. It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.
- Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the county and/or highway department in forms satisfactory to the County and/or Highway Department.
 - All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.
 - All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.
 - When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.
- 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.
- 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.

- 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.

- 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.

#6

RESOLUTION AUTHORIZING MEMBERSHIP IN NEW YORK STATE FEDERATION OF LAKE ASSOCIATIONS LAKE MAHOPAC PARK DISTRICT ADVISORY BOARD

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Mahopac Park District, hereby authorizes the Lake Mahopac Park District Advisory Board to apply for membership and/or to join the New York State Federal of Lake Associations; and

BE IT FURTHER RESOLVED that all membership costs related to said membership be paid from the Lake Mahopac Park District annual budget.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#7

RESOLUTION AUTHORIZING CHANGE ORDER #6 TO CARMEL SEWER DISTRICT #7 REGULATORY UPGRADE CONTRACT – #C203

WHEREAS New York State Environmental Facilities Corp. has approved Change Order No. 6 to the Carmel Sewer District #7 Regulatory Upgrade Program, specifically with respect to the General Construction Contract; and

WHEREAS Town Engineer Ronald J. Gainer, P.E. has recommended that Change Order #6 to the aforesaid project, resulting in a total credit in the amount of \$16,500 be approved;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to sign Change Order #6 to the aforementioned contract, in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

PROJECT: CARMEL SEWER DISTRICT #7 WWTP
REGULATORY UPGRADE

OWNER: TOWN OF CARMEL
60 MCALPIN AVENUE
MAHOPAC, NEW YORK 10541

CONTRACTOR: ROK-BUILT CONSTRUCTION INC.
1725 FRONT STREET
YORKTOWN HEIGHTS, NY 10598

ENGINEER: O'BRIEN & GERE ENGINEERS, INC.
SAW MILL RIVER ROAD, 1ST FLOOR
HAWTHORNE, NY 10532

Pursuant to the terms of Section GP-9.01 of the General Provisions of the above-referenced Contract, the Contractor is hereby authorized and directed to proceed with the extra work as described below. The Contractor agrees to furnish all labor, material and equipment needed to accomplish these changes in accordance with the applicable portions of the Contract Documents and/or as required in the Modifications.

MODIFICATION NO. CSD-A-20

Requirement Reduction of the required number of onsite days for the membrane filtration system factory service representative.

Reason: The actual days utilized are less than the specified number of days.

Cost: SUBTRACT.....\$16,500

TOTAL COST OF
CHANGE ORDER # 6 SUBTRACT.....\$16,500

It is mutually agreed that the lump sum price or prices listed above will be accepted by the Contractor as the sole basis for payment for all work as indicated, including all associated overhead and profit for the work, or as credits to the contract amount if deletions of work are included.

This work must be performed in strict accordance with the terms of the Contract except as herein modified or hereinbefore modified by a previous change order. It is further understood and agreed that, unless otherwise expressly stated herein, the work herein authorized will not extend the time of completion of the work to be performed under the Contract and that the amount of this change order includes full payment or credit, as the case may be, for the extra or deleted work covered hereby, and any damage or expense caused the Contractor by any delays to or interference with other work to be performed under the Contract resulting from or on account of said extra or deleted work.

ACCEPTED BY:

ROK-BUILT CONSTRUCTION INC.

By: Angelo Ferri (SIGN), Angelo Ferri (PRINT)Title: SecretaryDate: 2-21-13

RECOMMENDED BY:

O'BRIEN & GERE ENGINEERS, INC.

By: [Signature] (SIGN), LOWELL A. KACHALSKY (PRINT)Title: VICE PRESIDENTDate: 3/1/12

AUTHORIZED BY:

TOWN OF CARMEL

By: _____ (SIGN), _____ (PRINT)

Title: _____

Date: _____

#8

**RESOLUTION AUTHORIZING ENTRY INTO AMENDMENT #2 TO
CONTRACT WITH NYSDEC FOR ROLLING GREENS AND LAKE MACGREGOR
STORMWATER RETROFITS – CONTRACT NO. C303537**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes entry into amendment #2 to Contract No. C 303537 with the New York State Department of Environmental Conservation for Lake MacGregor and Rolling Greens Stormwater Retrofits, in form as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign the aforesaid agreement and any related documentation in connection therewith.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

SECOND AMENDMENT TO CONTRACT NO: C303537
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WATER QUALITY IMPROVEMENT PROJECTS
STATE ASSISTANCE CONTRACT

PROJECT NAME: Stormwater Retrofits: Rolling Greens & Lake Mac Gregor Areas
PROJECT NO: 2006 WQI09055
MUNICIPALITY: Town of Carmel
COUNTY: Putnam

This CONTRACT, ("Second Amendment"), made between the New York State Department of Environmental Conservation (hereinafter "Department"), acting for and on behalf of the State, and the Town of Carmel (hereinafter "Municipality"), with offices located at 60 McAlpin Avenue, Mahopac, New York 10541.

WITNESSETH

WHEREAS, the Department and the Municipality entered into a contract ("Original Contract") on November 24, 2010, which was duly assigned Contract No: C303537 and amended by Amendment #1, approved on December 05, 2011 by the Comptroller of the State of New York; and

WHEREAS, the Department is authorized under Bond Acts enacted in 1965, 1972 and 1996 and the Environmental Protection Fund, as well as federal grant awards available for such projects, more specifically Environmental Conservation Law ("ECL") Articles 17, 51 and 56 ("Articles") and/or any applicable federal grant provisions ("grant provisions"), to enter into State Assistance contracts with municipalities and county water and soil districts to provide State Assistance (as defined in the Original Contract) to Recipients for Water Quality Improvement Projects; and

WHEREAS, Section 11 of the Original Contract authorizes amendments to said Original Contract;

WHEREAS, circumstances necessitate a modification of the Original Contract and the parties desire to amend said Original Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, and conditions made herein, the parties agree that the Original Contract is hereby revised as follows:

- I. Section 2 of the Original Contract, entitled "Term and Effective Date," is hereby repealed and rescinded in its entirety and is replaced with the following:
 2. **Term and Effective Date.** This Contract shall commence on April 1, 2009, the approved start date ("Commencement Date") set forth in the project schedule section of the Project Workplan, and shall terminate on December 31, 2013. In accordance with Section 16 of this Contract, certain provisions of this Contract shall survive the termination of this Contract. This Contract shall be effective upon the approval of the Comptroller.

- II. Appendix "C" of the Original Contract is hereby amended to make any and all changes necessary to conform with the time extension amendment set forth in Section I above.
- III. Appendix A, dated June, 2006 is hereby deleted, and Appendix A, dated December, 2012 is attached hereto.
- IV. Payments for expenditures incurred under this contract will be rendered electronically to the Recipient unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Recipient shall comply with the Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us or by telephone at (518) 474-4032. The Recipient acknowledges that it will not receive payment under this Contract if it does not comply with the Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- V. By entering into a renewal or extension of this Contract, the Recipient certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to further renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. The Recipient also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the Department may approve a request for Assignment of Contract.

During the term of the Contract, should the Department receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Recipient in default.

The Department reserves the right to reject any renewal, extension, or request for assignment for an entity that appears on the Prohibited Entities List hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the Prohibited Entities List thereafter.

- VI. This Second Amendment will be effective upon approval and filing by the State Comptroller in accordance with Section 112 of the State Finance Law.
- VII. Except as specifically modified herein, all terms and conditions of the Original Contract remain in full force and effect.

Appendix C of State Assistance Contract
Water Quality Improvement Projects for SFY 2006/2007
Project Work Plan Form - Nonpoint Source Abatement and Control Projects

I COVER SHEET:

RECIPIENT INFORMATION

1. MUNICIPALITY:

☐ City ☒ Town ☐ Village ☐ Other (specify)
of: CARMEL

3. PROJECT MANAGER & MAILING ADDRESS:

name: JOHN KARELL, JR., P.E.
(no. & street) 121 CUSHMAN ROAD
(city) PATTERSON (state) NY (zip) 12563
PHONE: (845) 628 2087 FAX: (845) 628 7065
E-mail: JK@CI.CARMEL.NY.US

2. MUNICIPAL CONTACT & MAILING ADDRESS:

name: KENNETH SCHMITT
title: SUPERVISOR
(no. & street) 60 MCALPIN AVE
(city) MAHAPAC (state) NY (zip) 10541
PHONE: (845) 628 1470 FAX: (845) 628 6836
E-mail: SCHMITTKR@HOTMAIL.COM

4. FISCAL/ADMINISTRATIVE WORK CONTACT
(if different from above)

name: SAME
(no. & street) _____
(city) _____ (state) _____ (zip) _____
PHONE: () FAX: ()
E-mail: _____

GENERAL PROJECT INFORMATION

1. PROJECT NAME STORM WATER RETROFITS
ROLLING GREENS AND
LAKE MACGREGOR

4. FEDERAL (IRS) IDENTIFICATION #: 146002109

2. APPLICATION TRACKING #
B2006WQI 9055

5. SEQR STATUS Type I ☐ Unlisted ☐ Type II ☒
If Type I or Unlisted:
Has a Negative Declaration has been accepted Yes ☐ No ☐
OR has the final EIS been accepted Yes ☐ No ☐

3. HAS A CURRENT MUNICIPAL RESOLUTION
BEEN SUBMITTED? Yes ☒ No ☐

6. EXISTING CLEAN WATER STATE REVOLVING LOAN FUND PROJECT # _____
Do you have a pending or approved application for the Clean Water State Revolving Fund? Yes ☐ No ☒
(Status of Application) APPLICATION SUBMITTED Yes ☐ No ☐

7. PROJECT LOCATION(S) AND ZIP CODES:

☐ City ☒ Town ☐ Village of CARMEL
☐ City ☐ Town ☐ Village of _____
ZIP CODE(S): 10512, 10541

County of: PUTNAM
County of: _____

8. Latitude and Longitude: 41° 21' 58" ROLLING GREENS
73° 45' 11" Hydrologic Unit Code (HUC): 020301011030
41° 23' 01" LAKE MACGREGOR
73° 46' 05"

PROJECT TIMING AND COSTS

Any invoices to be reimbursed must be for services that fall between the start date and completion date of the project.
When identifying the proposed start date, make sure it is before work has begun and any costs have been incurred.
When identifying the expected completion date, leave yourself enough time to ensure that the project will be completed,
final report prepared, and all bills reimbursed within that time period. Give yourself extra time to be sure that all bills
will fall within the project schedule to avoid the need for a contract amendment before reimbursement of costs can occur.

1. START DATE:
2. COMPLETION DATE:
3. STATE ASSISTANCE
4. LOCAL MATCH
5. TOTAL COSTS (ADD 3 & 4)

APRIL 1, 2009
DECEMBER 31, 2010
\$ 200,000.00
\$ 200,000.00
\$ 400,000.00

December 31, 2013

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner

consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of

tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing,

computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

#9

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday, August 7, 2013 or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 156 thereof, entitled "Zoning" and Chapter 131 thereof, entitled "Subdivision of Land"; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

PROPOSED LOCAL LAW # _____ OF THE YEAR 2013

**A Local Law to Amend the Code of the Town of Carmel,
Chapter 156, thereof, entitled "Zoning" and Chapter 131
entitled "Subdivision of Land"**

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam,
State of New York as follows:

Section 1. Adoption of Greenway Connections

1. Pursuant to the provisions of Section 44-0119 of the Environmental Conservation Law of the State of New York, the Town of Carmel hereby adopts the statement of land use policies, principles and guides entitled "Greenway Connections: Greenway Compact Program and Guides for Putnam County Communities" (hereinafter referred to as "Greenway Connections"), by which action the Town of Carmel becomes a participating community in the Greenway compact.
2. Proposals to amend Greenway Connections may from time to time be made by The Hudson River Valley Greenway Communities Council (hereinafter referred to as "Greenway Council") in response to requests from participating communities. Within ninety days of receipt of any such proposal from the Greenway Council, the Town Board of the Town of Carmel shall determine by resolution whether to accept or to reject such proposed amendment. Any proposed amendment so accepted shall be considered an amendment of Greenway Connections as adopted by the Town of Carmel. Any proposed amendment rejected by the Town Board will not be considered to be an amendment of Greenway Connections for the Town of Carmel, and notice of such rejection shall promptly be provided to the Greenway Council.
3. It is the stated policy of the Town of Carmel, that to the extent the Town amends its current, or enacts new, land use laws and regulations, such new or amended laws and regulations, where appropriate, will be designed to be consistent with the Greenway Connections.

Section 2. Amendment of Zoning Law

To implement Greenway Connections in the Town of Carmel, the Zoning Law of the Town of Carmel is hereby amended by the addition of the following provision:

Article 11 Greenway Connections

§156-90. By Local Law No. ____ of the year 2013 the Town of Carmel has adopted the "Greenway Connections: Greenway Compact Program and Guides for Putnam County Communities," as amended from time to time, as a statement of land use policies, principles and guides. In its discretionary actions under this zoning law, the reviewing agency should take into consideration said statement of policies, principles and guides.

Section 3. Amendment of Subdivision Law

Article VII Greenway Connections

To implement Greenway Connections in the Town of Carmel, the Subdivision Law of the Town of Carmel_ is hereby amended by the addition of the following provision:

§131-33 Greenway Connections. By Local Law No. ____ of the year 2013 the Town of Carmel has adopted the "Greenway Connections: Greenway Compact Program and Guides for Putnam County Communities," as amended from time to time, as a statement of land use policies, principles and guides. In its discretionary actions under this subdivision law, the reviewing agency should take into consideration said statement of policies, principles and guides.

Section 4. Home Rule Authority and Withdrawal

Nothing in this local law, in the adoption of the Greenway Connections, or in becoming a participating community in the Greenway compact is intended or shall be construed (a) to limit the home rule authority of the Town under state law to make local land use and zoning decisions, (b) to authorize any other entity to supercede the Town's land use laws and regulations or to impose any requirements on the Town, or (c) to prevent the Town in its sole discretion from adopting a local law at a later date for the purpose of withdrawing from the Greenway compact or the Greenway Connections.

Section 5. Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof

to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 6. Effective Date

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with section twenty-seven of the Municipal Home Rule Law.

#10

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday, August 7, 2013 or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 156 thereof, entitled "Zoning"; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#11

**RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS
TOWN OF CARMEL TOWN HALL**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to request proposals for the replacement of flooring and/or carpeting within certain areas of the Town of Carmel Town Hall.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

From: Carnazza, Mike
Sent: Wednesday, April 03, 2013 2:43 PM
To: Schmitt, Kenneth; Lombardi, Frank; McDonough, Suzanne; Lupinacci, John; Schneider, Jonathan; Pasquerello, Anne
Subject: Top 4 Zoning Changes

1. Lot line adjustments- on lot line adjustments when the number of lots does not increase (no subdivision), not more than 20% of any lot is effected, and all lots conform to zoning and health department requirements, I see no reason why a landowner(s) should be required to obtain a subdivision approval from the Planning Board. I suggest that the "Lot Line Adjustment" must be submitted to the Building Inspector. Upon review and approval, the Building Inspector will have the Owner(s) prepare amended deeds for review by Council. Once approved, surveys for ALL lots must be prepared and submitted to the Building Department along with the receipt of filing with the County Clerk.

However, if the lot(s) do not conform, all subdivision requirements must apply (Planning Board, Zoning Board, etc.).

I am currently searching for copies of other Town's Lot Line Change Law and will send them once I get copies.

2. Residential tool sheds. All tool sheds (not only small residential tool sheds) on residential properties need to have a maximum height of 10 to 12 ft. (that is measured to ½ of the gable as per code). I also recommend that they are only allowed to be one story.

SMALL RESIDENTIAL STORAGE SHED

A building, not more than 150 square feet with a height no greater than 14 feet, accessory to a one-family dwelling, for storage such as but not limited to residential tools, gardening supplies, furniture, sporting goods, etc. located in a rear or side yard of a lot in the residential zone.

SCHEDULE OF DISTRICT REGULATIONS

The maximum permitted height of detached garages for the storage of vehicles used by the residents of the premises shall be limited to 20 feet.

The Town has a height allowance/requirement for Small Residential Tool Sheds (Under 150 s.f. and under 14 ft. high) which allows the setbacks to be minimized to 10 ft. on the sides and the rear.

The Town has a maximum height of detached garages of 20 ft. in the schedule of district regulations.

If somebody builds a shed 15 ft. x 15 ft., they can make the building 35 ft. tall according to the code. We need to control this "medium" sized shed building's height allowance.

3. Pool Fences. Contradictory. Required 4 ft. fence in Zoning (Chapter 156) then requires 6 ft. fence in Swimming Pool (Chapter 134). This should be removed from code and require compliance with New York State Building Code.

156-19A contradicts 134-5A(1)

156-19B contradicts 134-5A(2)- NY State Code Requires 4 ft.

§ 156-19. Private swimming pools and tennis courts.

Private swimming pools and tennis courts for use by the residents and their guests on the premises shall be permitted, provided that:

- A. Said pools or tennis courts and all appurtenances thereto shall not be located in the front setback area of the lot or within 10 feet of any property line.
- B. All private swimming pools shall be fully enclosed by a fence or wall of substantial construction not less than four feet in height, with no openings larger than 2 1/2 inches except for gates and doors. The fence or wall shall be so constructed as to prevent any unauthorized person from gaining access to the pool by going beneath or over such fence or wall. A dwelling or accessory building wall may be used as part of the enclosure.
- C. Every fence or wall shall be provided with one or more gates or doors of the same height as the fence or wall, equipped with a self-closing or self-latching device capable of keeping them securely closed.
- D. No private swimming pool shall be maintained in the Town of Carmel unless in conformance with this section and Chapter 134 of the Town Code.
- E. A fence around a tennis court shall not exceed 10 feet in height. Said fence must be an "open air" fence.

§ 134-1. Definitions.

The words, items or phrases listed below, for the purpose of this chapter, except when the context requires a different meaning, shall be defined as follows:

PORTABLE POOL

A body of water or receptacle for water contained in a wholly or partially aboveground level outdoor receptacle of more than 75 cubic feet capacity and having a depth at any point greater than 18 inches, not stationary or fixed, and capable of being removed for storage, which is erected, maintained and used or intended to be used for swimming, wading or bathing solely by the owner, tenant or lessee of the premises upon which the pool is situated, and by his family or friends and guests invited to use it without payment of any fee.

SWIMMING POOL

Any body of water or receptacle for water having a depth at any point greater than 24 inches and an area greater than 75 square feet, designed, used or intended to be used for wading, bathing or swimming, outside any building by an individual for use by his household and guests without fees, and located on property owned, leased or otherwise used and maintained by the owner of said swimming pool.

§ 134-2. Intent.

This chapter is enacted in recognition of the need to regulate the installation and maintenance of swimming pools in residential zones and is not applicable to the use of land for a public bathing beach or swimming pool maintained for profit.

§ 134-3. Required plans and specifications; permit and fees.

A. No person or persons, corporations or organizations shall construct a private swimming pool unless the plans and specifications therefor meet the minimum Town of Carmel Building Department construction requirements or unless the owner of the premises has filed with the Building Department a certification approved by the Town Engineer, or by a professional engineer licensed by the State of New York, that the source of water, chemical treatment and drainage of such pool and the plumbing, electrical, filtering and heating installations serving such pool are adequate and will not interfere with private or public water supply systems existing, public and private sanitary facilities or with the public highways.

B. Upon arrival of the Building Inspector, a permit for construction may be granted upon the payment of the appropriate fee. The permit fees shall be established annually by the Town Board and shall be on file in the office of the Town Clerk.

§ 134-4. Use restrictions.

Swimming pools may be installed in residential districts only as accessory to a dwelling for the private use of the owners or occupants of such dwelling and their families and guests, or as accessory to a nursery school or day camp for children; and only on the conditions provided in this chapter. Swimming pools other than private are prohibited.

§ 134-5. Installation and maintenance standards.

A. All swimming pools and portable pools now existing or hereafter constructed, installed, established or maintained shall not be installed or maintained unless:

- (1) Such pool is located in the rear or side yards of the premises.
- (2) Such pool is completely and continuously surrounded by a good quality protective fence not less than six feet in height above grade with posts firmly embedded in the ground to a depth of not less than four feet at intervals of not more than eight feet, which fence shall be so constructed as to have no opening, mesh, hole or gap larger than 2 1/2 inches in any dimension.
- (3) All gates used in conjunction with the above-described enclosings conform to the specifications required above as to height and dimensions of openings, mesh, holes or gaps and are equipped with self-closing and self-latching devices for keeping the gate or door securely closed at all times when not in actual use. Gates and doors shall be locked when the pool is not in use or is unguarded or unattended.
- (4) Such pool shall not be erected closer than four feet to the rear and side property lines of the premises or, in the case of a corner lot, closer than 10 feet to any property line along an abutting street.
- (5) Such pool does not occupy more than 40% of the area of the rear yard, excluding all garages or other accessory structures located in such area.
- (6) There shall be no cross-connection with a public water supply system if the water for such pool is supplied from a private well.
- (7) The inlet shall be above the overflow level of the pool if the water for such pool is supplied from a public water supply system.

B. Every portable pool shall be enclosed by a good-quality protective fence described in Subsection A(2), unless such portable pool is emptied and stored when not in use.

C. No loudspeaker device which can be heard beyond property lines of the premises on which any swimming pool has been installed may be operated in connection with such pool; and all lights shall be so placed or shaded as to eliminate direct or reflected rays of light beyond the property lines.

4. **156-15 (Schedule of District Regulations)-PRIVATE docks for the mooring of not more than 4 watercraft, should be changed to accessory uses as opposed to a conditional use. There is no reason why an applicant should have to go to the Planning Board to build a small dock on their residential property as long as there is a one family residence on the same parcel of property. The applicant would require a wetland permit from the ECB. If the applicant had a vacant parcel of lakefront property, Site plan approval would be required from the Planning Board.**

By leaving 156-27 (Private water related facilities) the way it is now, applicants may seek site plan approval for docks (on vacant land), boathouses, beaches, etc. from the Planning Board as they currently do.

- Add Definition to §156-8- Watercraft- A boat, ship, or water vehicle driven by air, motor, or human power, intended for recreational purposes.
- § 156-15 Schedule of District Regulations shall be amended as follows:
- Add "Private Water Related Facilities (see 156-39.3)" to the list of permitted accessory uses in the R-zoning district.

§ 156-39.3. Private water-related facilities.

A private beach, wharf, dock, boathouse or bathhouse shall be permitted, provided that:

- A private wharf, or dock, when located on a residential lot, shall be a permitted accessory use to a one family dwelling. 5.
- The use of the site shall be limited to the owner or lessee of the parcel and the immediate family or bona fide guests of such owner or lessee of the parcel.
- No wharf or dock may extend into or over the surface of any lake for a distance of more than 25 feet from the high-water mark nor shall it be designed to allow the mooring of more than four (4) watercraft. A setback of 20 ft to any side property line shall be maintained for any Boathouse.
- Approval of the Town's Environmental Conservation Board shall be obtained prior to issuance of a permit.

The parking calculation for Private Water Related Facilities does not work. Our current code requires one off-street parking space shall be provided for each 750 square feet of lot area or major portion thereof. The parking calculation is not practical for any lot over 2000 sq. ft.

An ordinary ½ acre lot with a dock is required to provide 27 parking spaces.

An ordinary full acre lot with a dock is required to provide 54 parking spaces.

This is not the intent of the law. It is appropriate for the small 20 x 100 ft Dock Lot that 3 parking spaces are required.

Michael Carnazza
 Director of Code Enforcement
 Building Inspector
 Town of Carmel
 60 McAlpin Ave.
 Mahopac, N.Y. 10541
 (845) 628-1500 ext 170

#12

RESOLUTION AUTHORIZING ATTENDANCE AT CONFERENCE NYSCFA WORKSHOP

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Director of Recreation and Parks, James R. Gilchrist, to attend the NYS Consolidated Funding Applications Workshop at Manhattanville College on July 9, 2013; and

BE IT FURTHER RESOLVED that the cost of registration and other necessary expenses be advanced or reimbursed by the Town Comptroller's Office upon audit and approval.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#13

RESOLUTION WAIVING SOUND AMPLIFICATION PERMIT FEE APPLICATION OF ITALIAN AMERICAN CLUB OF MAHOPAC-EVENING IN THE PIAZZA

RESOLVED that the Town Board of the Town of Carmel hereby waives the sound amplification permit fee regarding the application of the Italian American Club of Mahopac for its annual Evening in the Piazza event on Saturday, August 24, 2013.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#14

RESOLUTION DESIGNATING AGENT PURSUANT TO GENERAL MUNICIPAL LAW – NOTICE OF CLAIM

WHEREAS General Municipal Law, §53 requires towns to file a certificate with the Secretary of State designating the Secretary of State as an agent for service of a notice of claim; and

WHEREAS, General Municipal Law, §53 requires the certificate to include the applicable time limit for filing the notice of claim and the name, post office address and electronic mail address, if available, of an officer, person, for the transmittal of notices of claim served upon the Secretary as the town's agent; and

WHEREAS, pursuant to General Municipal Law, §50-e(1)(a), the applicable time limit for the filing of a notice of claim upon a town is 90 days after the claim arises, or in the case of a wrongful death action, 90 days from the appointment of a representative of the decedent's estate;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, County of Putnam, hereby designates, Ann M. Spofford, in her capacity as Town Clerk of the Town of Carmel, to receive notices of claims served upon the New York State Secretary of State by mail at the Town of Carmel Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541

BE IT FURTHER RESOLVED, that the Town Board hereby directs Town Clerk Ann M. Spofford to file the required certificate with the Secretary of State informing him or her of the town's designation and applicable time limitation for filing a notice of claim with the town on or before July 14, 2013.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____