

**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](http://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

**TOWN BOARD VOTING MEETING/PUBLIC HEARINGS/  
AND WORK SESSION**

**Wednesday, February 25, 2015 7:00pm**

**Pledge of Allegiance – Moment of Silence**

**7:00PM Town Board Voting Meeting:**

1. Accept of Town Board Minutes January 7 and 21, 2015
  2. Res: Authorizing Budget Modifications #2014 – 05 & 06
  3. Res: Authorizing Encumbrances of 2014 Funds for Expenditures in 2015
  4. Res: Authorizing Entry into Contracts with Penflex, Inc. for Length of Service Award Program (LOSAP) Administration
  5. Res: Authorizing Attendance at Conference
  6. Res: Amending Management Plan – Lake Mahopac Park District
  7. Res: Making Appointments to the Town of Carmel Lake Mahopac Park District Advisory Board
  8. Res: Making Appointments to the Town of Carmel Lake Mahopac Park District Sub-Committee
  9. Res: Accepting and Authorizing Donation of Improvements at Baldwin Meadows Park – Jenna Nolan Memorial Donation
  10. Res: Authorizing Amendment #1 to Re-Valuation Contract with Vision Government Solutions
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
  - **Town Board Member Comments**

**Public Hearings:**

**PH#1:** Public Hearing on a Proposed Local Law Amending the Code of the Town of Carmel, Chapter 156 entitled “Zoning”

**PH#2:** Public Hearing on a Proposed Local Law Amending the Code of the Town of Carmel, Chapter 96 entitled “Illegal Dumping”

**PH#2A.** Consider Resolution Making SEQR Determination

**PH#2B.** Consider Motion to Enact Law

## #2

### RESOLUTION AUTHORIZING BUDGET MODIFICATIONS - #2014-05/06

WHEREAS the Town Comptroller has reviewed the 2014 year-to-date Budget Modifications/Revisions for the period ending December 31, 2014 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedules identified as #2014-05 and #2014-06;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2014 year-to-date Budget Modifications/Revisions for the period of ending December 31, 2014 on #2014-05 and #2014-06 which are attached hereto, incorporated herein 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	_____	_____

Work Session 2/6/15

TOWN OF CARMEL  
BUDGET REVISIONS FOR YEAR ENDING 12/31/14 - #2014/05

Agenda 2/25/15

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100-1620-0045	BLDG SPECIAL IMPROVEMENTS	9,042.00	
	100-1989-2770	OTHER REVENUE	9,042.00	
		- PROVIDE FOR BLDG SPECIAL IMPROVEMENT		
2	100-1110-0040	JUSTICE COURT OFFICE EXPENSE	600.00	
	100-1220-0040	SUPERVISOR OFFICE EXPENSE	200.00	
	100-1315-0040	COMPTROLLER OFFICE EXPENSE	100.00	
	100-1330-0048	TAX RECEIVER POSTAGE EXPENSE	3,500.00	
	100-1460-0045	RECORDS STORAGE EXPENSE	100.00	
	100-8090-0013	RECYCLING TEMPORARY STAFF	1,000.00	
	100-1110-0044	JUSTICE COURT RECORDER SERVICES		600.00
	100-1220-0080	SUPERVISOR EMPLOYEE BENEFIT		200.00
	100-1315-0044	COMPTROLLER CONSULTING SERVICES		100.00
	100-1330-0086	TAX RECEIVER RETIREE HEALTH INSURANCE		3,500.00
	100-1460-0048	RECORDS MGMT MISC EXPENSE		100.00
	100-8090-0045	RECYCLE TRASH DISPOSAL		1,000.00
		- TRANSFER FOR MISC EXPENSES		
3	100-1420-0047	CERTIORARI LEGAL SERVICES	6,000.00	
	100-1420-0048	DEFENSE LEGAL SERVICES	300.00	
	100-1930-0040	CERTIORARI SETTLEMENTS		6,000.00
	100-1420-0049	LEGAL MISC EXPENSE		300.00
		- TRANSFER FOR LEGAL EXPENSES		
4	100-1440-0020	EQUIPMENT	6,400.00	
	100-1440-0045	ENGINEER EQUIPMENT MAINT		3,000.00
	100-1440-0080	ENGINEER EMPLOYEE BENEFIT		3,400.00
		- TRANSFER FOR WATER METERS		
5	100-1620-0020	BLDG EQUIPMENT EXPENSE	1,000.00	
	100-1620-0021	BLDG MOTOR VEHICLE EXPENSE	1,000.00	
	100-1620-0040	BLDG CONTRACTUAL EXPENSE	13,000.00	
	100-1620-0042	BLDG UTILITY EXPENSE	1,000.00	
	100-1970-0040	OFFICE SUPPLY GENERAL EXPENSE	2,000.00	
	100-1910-0040	INSURANCE EXPENSE		18,000.00
		- TRANSFER FOR BLDG EXPENSES		
6	100-1670-0040	CENTRAL PRINTING EXPENSE	500.00	
	100-1670-0049	CENTRAL MAIL EXPENSE		500.00
		- TRANSFER FOR CENTRAL MAIL EXP		
7	100-3120-0041	POLICE MOTOR VEHICLE FUEL	3,000.00	
	100-3120-0042	POLICE OFFICE UTILITIES	300.00	
	100-3120-0045	POLICE VEHICLE MAINTENANCE	10,500.00	
	100-3120-0046	POLICE RENTALS/LEASES	600.00	
	100-3120-0084	POLICE HEALTH INSURANCE		1,000.00
	100-3120-0085	POLICE OPTICAL & DENTAL		6,700.00
	100-3120-0086	POLICE RETIREES HEALTH INSURANCE		6,700.00
		- TRANSFER FOR POLICE EXPENSES		
8	100-3120-0027	POLICE SPECIAL EQUIPMENT	13,350.50	
	100-3120-0082	POLICE SOCIAL SECURITY		13,350.50
		- TRANSFER FOR POLICE VEHICLE COMPUTERS & MOUNTS		
9	100-5132-0020	HIGHWAY GARAGE EQUIPMENT	300.00	
	100-5132-0042	HIGHWAY GARAGE UTILITY EXPENSE	100.00	
	100-5132-0044	HIGHWAY GARAGE PROPERTY LEASE	100.00	
	100-5132-0040	HIGHWAY GARAGE CONT EXP		500.00
		- TRANSFER FOR MISC EXPENSES		

**TOWN OF CARMEL  
BUDGET REVISIONS FOR YEAR ENDING 12/31/14 - #2014/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
10	100-7020-0040	RECREATION ADMIN CONTRACTUAL EXP	700.00	
	100-7020-0042	RECREATION UTILITIES	3,000.00	
	100-7110-0013	PARK MAINT TEMP STAFF	600.00	
	100-7110-0040	PARK CONTRACTUAL EXP	4,000.00	
	100-7110-0045	PARK MAINT CONTRACT	100.00	
	100-7112-0042	CRANE RD UTILITIES	1,400.00	
	100-7118-0042	BALDWIN MEADOW UTILITY	300.00	
	100-7180-0042	BEACH UTILITIES EXP	150.00	
	100-7020-0013	RECREATION ADMIN TEMP STAFF		700.00
	100-7020-0080	RECREATION ADMIN EMPLOYEE BENEFITS		5,600.00
	100-7020-0086	RETIREE HEALTH INSURANCE		1,400.00
	100-7110-0042	PARK BUILDING UTILITIES		100.00
	100-7110-0080	PARK EMPLOYEE BENEFITS		2,000.00
	100-7118-0040	BALDWIN MEADOW CONT EXP		300.00
	100-7180-0020	BEACH EQUIPMENT		150.00
		- TRANSFER FOR RECREATION EXPENSES		
<b>HIGHWAY FUND</b>				
11	500-5110-0012	GENERAL REPAIR LABOR OVERTIME	1,000.00	
	500-5110-0040	GENERAL REPAIR CONTRACTUAL EXPENSE	8,200.00	
	500-5110-0086	RETIREE'S HEALTH INSURANCE	1,000.00	
	500-5130-0014	MACHINERY REPAIR STAFF LONGEVITY	407.00	
	500-5130-0020	MACHINERY REPAIR TOOLS	100.00	
	500-5140-0012	WEEDS & BRUSH OVERTIME	200.00	
	500-5110-0013	GENERAL REPAIR TEMP LABOR		1,000.00
	500-5110-0041	GENERAL REPAIR GAS & FUEL		8,200.00
	500-5110-0085	EMPLOYEE WELFARE FUND		1,000.00
	500-5130-0013	MACHINERY REPAIR TEMP LABOR		407.00
	500-5130-0021	MACHINERY & EQUIPMENT		100.00
	500-5140-0082	SOCIAL SECURITY		200.00
			- TRANSFER FOR MISC EXPENSES	
12	500-5142-0012	SNOW REMOVAL OVERTIME	30,000.00	
	500-5142-0041	SNOW REMOVAL GAS & FUEL	1,600.00	
	500-5142-0082	SOCIAL SECURITY	3,600.00	
	500-5142-0049	SNOW CONTROL MATERIALS		35,000.00
	500-5142-0084	HEALTH INSURANCE		200.00
		- TRANSFER FOR SNOW REMOVAL OT & EXPENSES		
<b>LAKE CASSE PARK DIST</b>				
13	401-7140-0040	CONTRACTUAL EXPENSES	400.00	
	401-7140-0042	UTILITIES EXPENSE	500.00	
	401-7140-0041	SUPPLIES & MATERIALS		900.00
		- TRANSFER FOR CONTRACTUAL/UTILITIES EXP		
<b>LAKE MAHOPAC PARK DIST</b>				
14	402-7110-0040	CONTRACTUAL EXPENSES	2,500.00	
	402-7110-0048	OTHER OPERATING EXPENSES	1,500.00	
	402-7110-9909	APPROPRIATED FUND BALANCE	4,000.00	
		- PROVIDE FOR DAMN CLASSIFICATION STUDY/NEWSLETTER EXPENSE		
<b>TEAKETTLE SPOUT PARK DIST</b>				
15	403-7140-0040	CONTRACTUAL EXPENSES	200.00	
	403-7140-0041	SUPPLIES & MATERIALS		200.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		

**TOWN OF CARMEL  
BUDGET REVISIONS FOR YEAR ENDING 12/31/14 - #2014/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL WATER DISTRICT #1</b>					
16	601-8310-0049	SERVICES OTHER GOVT		110,912.00	
	601-8310-2770	OTHER REVENUE	*	25,000.00	
	601-8310-9909	APPROPRIATED FUND BALANCE	*	85,912.00	
		- PROVIDE FOR CORRECTION OF RE-LEVY TO COUNTY			
<b>CARMEL WATER DISTRICT #3</b>					
17	603-8310-0042	UTILITIES EXPENSE		800.00	
	603-8310-0047	EMERGENCY REPAIRS		8,000.00	
	603-8310-0040	CONTRACTUAL EXPENSES			8,800.00
		- TRANSFER FOR EMERGENCY/UTILITIES EXP			
<b>CARMEL WATER DISTRICT #6</b>					
18	606-8310-0042	UTILITIES EXPENSE		300.00	
	606-8310-0048	OTHER OPERATING EXPENSES		1,200.00	
	606-8310-0046	PURCHASE OF WATER			1,500.00
		- TRANSFER FOR UTILITIES/OTHER EXP			
<b>CARMEL WATER DISTRICT #7</b>					
19	607-8310-0048	OTHER OPERATING EXPENSES		600.00	
	607-8310-0040	CONTRACTUAL EXPENSES			600.00
		- TRANSFER FOR MISC EXPENSES			
<b>CARMEL WATER DISTRICT #8</b>					
20	608-8310-0041	CHEMICAL EXPENSES		300.00	
	608-8310-0040	CONTRACTUAL EXPENSES			300.00
		- TRANSFER FOR CHEMICAL EXPENSES			
<b>CARMEL WATER DISTRICT #9</b>					
21	609-8310-0047	EMERGENCY REPAIRS		2,800.00	
	609-8310-0048	OTHER OPERATING EXPENSES		300.00	
	609-8310-0049	SERVICES OTHER DEPTS/GOVTS			3,100.00
		- TRANSFER FOR EMERGENCY REPAIRS			
<b>CARMEL WATER DISTRICT #10</b>					
22	610-8310-0047	EMERGENCY REPAIRS		7,000.00	
	610-8310-2681	INSURANCE RECOVERY	*	2,424.00	
	610-8310-9909	APPROPRIATED FUND BALANCE	*	4,576.00	
		- PROVIDE FOR EMERGENCY REPAIR EXPENSE			

**TOWN OF CARMEL  
BUDGET REVISIONS FOR YEAR ENDING 12/31/14 - #2014/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL SEWER DISTRICT #1</b>				
23	701-8130-0040	CONTRACTUAL REPAIRS	12,000.00	
	701-8130-0042	UTILITIES EXPENSE		1,000.00
	701-8130-0099	REPAIR RESERVE		5,000.00
	701-8130-9909	<b>APPROPRIATED FUND BALANCE</b> - PROVIDE/TRANSFER FOR CONTRACTUAL REPAIRS	*	6,000.00
<b>CARMEL SEWER DISTRICT #2</b>				
24	702-8130-0042	UTILITIES EXPENSE	5,000.00	
	702-8130-0047	SLUDGE REMOVAL	30,000.00	
	702-8130-0040	CONTRACTUAL REPAIRS - TRANSFER FOR UTILITIES/SLUDGE REMOVAL		35,000.00
<b>CARMEL SEWER DISTRICT #4</b>				
25	704-8130-0042	UTILITIES EXPENSE	2,500.00	
	704-8130-0047	SLUDGE REMOVAL	4,500.00	
	704-8130-0099	REPAIR RESERVE FUND - TRANSFER FOR UTILITIES/SLUDGE REMOVAL		7,000.00
26	704-8130-0142	MICRO-UTILITIES EXPENSE	1,400.00	
	704-8130-0140	MICRO-CONTRACTUAL REPAIRS - TRANSFER FOR MICRO UTILITIES		1,400.00
<b>CARMEL SEWER DISTRICT #5</b>				
27	705-8130-0040	CONTRACTUAL REPAIRS	500.00	
	705-8130-0047	SLUDGE REMOVAL	3,800.00	
	705-8130-0048	OTHER OPERATING EXPENSES	200.00	
	705-8130-9909	<b>APPROPRIATED FUND BALANCE</b> - PROVIDE FOR SLUDGE AND OTHER OPERATING EXP	*	4,500.00
<b>CARMEL SEWER DISTRICT #7</b>				
28	707-8130-0020	EQUIPMENT	1,600.00	
	707-8130-0047	SLUDGE REMOVAL	1,000.00	
	707-8130-0042	UTILITIES EXPENSE - TRANSFER FOR MOTORS/SLUDGE REMOVAL		2,600.00
29	707-8130-0142	MICRO-UTILITIES EXPENSE	500.00	
	707-8130-0140	MICRO-CONTRACTUAL EXPENSE - TRANSFER FOR MICRO EXPENSES		500.00
<b>CARMEL SEWER DISTRICT #1 EXT#3</b>				
30	713-8130-0048	OTHER OPERATING EXPENSES	100.00	
	713-8130-0099	REPAIR RESERVE - TRANSFER FOR MISC EXPENSES		100.00

**TOWN OF CARMEL  
BUDGET REVISIONS FOR YEAR ENDING 12/31/14 - #2014/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>LIGHTING DISTRICTS</b>				
31	751-5182-0040	CONTRACTUAL EXPENSES	1,500.00	
	752-5182-0040	CONTRACTUAL EXPENSES	1,200.00	
	751-5182-0042	UTILITIES EXPENSE		1,500.00
	752-5182-0048	OTHER EXPENSES		1,200.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
<b>ALL TOWN/SPECIAL DISTRICT DEBT FUNDS</b>				
32	850-9730-0061	BAN PRINCIPAL - MACHINERY	10,000.00	
	850-9730-0071	BAN INTEREST - MACHINERY	10,800.00	
	866-9730-0070	BAN INTEREST	450.00	
	850-5010-9909	APPROPRIATED FUND BALANCE	*	20,800.00
	866-8310-9909	APPROPRIATED FUND BALANCE	*	450.00
		- PROVIDE FOR PRINCIPAL & INTEREST BAN PMTS ON CAPITAL PROJECTS		
33	868-9730-0070	BAN INTEREST	16,312.00	
	868-8310-0040	CONTRACTUAL EXPENSES		90.00
	868-9730-0060	BAN PRINCIPAL		4,800.00
	868-9790-0070	EFC LOAN INTEREST		6,122.00
	868-8310-9909	APPROPRIATED FUND BALANCE	*	5,300.00
		- PROVIDE/TRANSFER FOR BAN INTEREST PAYMENT		
34	882-8130-0048	SD#2 DEBT SERV - OTHER EXPENSES	500.00	
	882-8130-0040	SD#2 DEBT SERV - CONTRACTUAL EXPENSES		500.00
		- TRANSFER FOR ADJUSTMENT TO TAX WARRANT		
<b>CAPITAL FUNDS</b>				
35	962-8310-0099	WD#2 CAP FUND - TRANSFER TO DEBT FUND	6,351.50	
	965-8310-0099	WD#5 CAP FUND - TRANSFER TO DEBT FUND	1,913.00	
	967-8310-0099	WD#7 CAP FUND - TRANSFER TO DEBT FUND	2,347.00	
	969-8310-0099	WD#9 CAP FUND - TRANSFER TO DEBT FUND	2,132.00	
	984-8310-0099	WD#14 CAP FUND-TRANSFER TO DEBT FUND	1,980.00	
	987-8310-0099	WD#12 CAP FUND-TRANSFER TO DEBT FUND	3,715.00	
	962-8310-0040	WD#2 CAP FUND - CONTRACTUAL EXP		6,351.50
	965-8310-0040	WD#5 CAP FUND - CONTRACTUAL EXP		1,913.00
	967-8310-0040	WD#7 CAP FUND - CONTRACTUAL EXP		2,347.00
	969-8310-0040	WD#9 CAP FUND - CONTRACTUAL EXP		2,132.00
	984-8310-0040	WD#14 CAP FUND-CONTRACTUAL EXP		1,018.76
	984-8310-0048	WD#14 CAP FUND-OTHER PROJECT EXP		961.24
	987-8310-0040	WD#12 CAP FUND-CONTRACTUAL EXP		3,715.00
		- TRANSFER TO DEBT SERVICE FROM EXCESS GENERATOR FUNDS		

**TOWN OF CARMEL  
BUDGET REVISIONS FOR YEAR ENDING 12/31/14 - #2014/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100-3120-0024	POLICE ACCIDENT REPAIRS	9,704.00	
	100-3120-0082	POLICE SOCIAL SECURITY		1,000.00
	100-1989-2681	INSURANCE RECOVERY - ASSET	* 8,704.00	
		- TRANSFER/PROVIDE FOR POLICE ACCIDENT REPAIRS		
<b>CARMEL WATER DISTRICT #2</b>				
	602-8310-0047	EMERGENCY REPAIRS	16,895.00	
	602-8310-2681	INSURANCE RECOVERY - ASSET	* 16,895.00	
		- PROVIDE FOR EMERGENCY REPAIR COSTS AT GLENEIDA AVE 12/22/14		
	602-8310-0020	EQUIPMENT COST	1,020.00	
	602-8310-0041	CHEMICAL EXPENSE	12,750.00	
	602-8310-0042	UTILITY EXPENSE	6,570.00	
	602-8310-0047	EMERGENCY REPAIRS	9,660.00	
	602-8310-0046	PURCHASE OF WATER		20,040.00
	602-8310-0048	OTHER OPERATING EXPENSE		9,850.00
	602-8310-0049	SERVICES OTHER GOVT		110.00
		- PARTIAL TRANSFER FOR CWD #2 EXPENSES		

Work Session 2/6/15  
 Agenda 2/25/15

Date Prepared: 02/11/2015 05:17 PM

Report Date: 02/11/2015

Account Table: 602

Alt. Sort Table:

# TOWN OF CARMEL Expense Control Report

GLR0122 1.0

Page 1 of 1

Prepared By: MARYANN

Fiscal Year: 2014 Period From: 1 To: 12

Account No.	Description	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Unexpended Balance	YTD Encumbered	YTD Available Balance
<b>Fund 602</b>	<b>CWD #2-CARMEL</b>						
<b>Dept 8310</b>							
602.8310.0013	TEMPORARY LABOR	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00
602.8310.0020	EQUIPMENT-METERS	10,000.00	28,500.00	29,516.62	(1,016.62)	0.00	(1,016.62)
602.8310.0040	CONTRACTUAL REPAIRS	75,000.00	74,997.17	116,440.44	(41,443.27)	0.00	(41,443.27)
602.8310.0041	CHEMICAL EXPENSES	75,000.00	75,000.00	83,213.75	(8,213.75)	4,532.65	(12,746.40)
602.8310.0042	UTILITIES & HEATING	100,000.00	97,900.00	104,466.89	(6,566.89)	0.00	(6,566.89)
602.8310.0043	INSURANCE EXPENDITURES	12,000.00	12,000.00	12,000.00	0.00	0.00	0.00
602.8310.0044	ENGINEERING SERVICES	30,000.00	35,000.00	35,000.00	0.00	0.00	0.00
602.8310.0045	OPER. & MAINT.CONTRACT	213,984.00	213,984.00	213,984.24	(0.24)	0.00	(0.24)
602.8310.0046	PURCHASE OF WATER	636,000.00	596,000.00	529,894.56	66,105.44	45847 0.00	66,105.44 20,000
602.8310.0047	EMERGENCY REPAIRS	70,000.00	121,000.00	137,181.98	(16,181.98)	14,587.50	(30,769.48)
602.8310.0048	OTHER OPERATING EXPENSES	40,000.00	31,502.83	21,644.88	9,857.95	0.00	9,857.95
602.8310.0049	SERVICES-OTHR.DEPTS/GOVTS	140,000.00	142,100.00	141,984.58	115.42	0.00	115.42
602.8310.0090	CONTINGENCY	12,000.00	0.00	0.00	0.00	0.00	0.00
602.8310.0099	REPAIR RESERVE FUND	14,000.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept 8310</b>		<b>1,430,984.00</b>	<b>1,430,984.00</b>	<b>1,428,327.94</b>	<b>2,656.06</b>	<b>19,120.15</b>	<b>(16,464.09)</b>
<b>Dept 9901</b>	<b>TRANSFER</b>						
602.9901.0099	TRANS TO DEBT SERVICE FD	74,500.00	74,500.00	74,500.00	0.00	0.00	0.00
<b>Total Dept 9901</b>	<b>TRANSFER</b>	<b>74,500.00</b>	<b>74,500.00</b>	<b>74,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total</b>		<b>1,505,484.00</b>	<b>1,505,484.00</b>	<b>1,502,827.94</b>	<b>2,656.06</b>	<b>19,120.15</b>	<b>(16,464.09)</b>

NOTE: One or more accounts may not be printed due to Account Table restrictions.

Deficit (62,311.09)

Insurance 16,895-

Deficit (45,416-)

### #3

#### RESOLUTION AUTHORIZING ENCUMBRANCES OF 2014 FUNDS FOR EXPENDITURES IN 2015

WHEREAS, it is recommended by the Town Comptroller's Office that 2014 Government Budget Funds be encumbered or reserved for the 2015 Budget Appropriations, based on recent approved Town Board Resolutions and/or specific projects in progress for various purposes.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel authorizes the Town Comptroller's Office to Encumber or Reserve unexpended 2014 Government Fund monies for expenditures in fiscal year 2015 as follows:

<u>Purpose of Encumbrance</u>	<u>Accounts</u>	<u>Maximum</u>	<u>Explanation/Comments</u>
<b><u>General Fund</u></b>			
Assessor Contract Expense	100-1355-0046	13,598.00	Reassessment Contract Balance 12/14
Building Special Improvements	100-1620-0045	2,970.00	Tax Receiver Office Improvements
Information Technology	100-1680-0020	26,100.00	Municipality 5 Software (Bal) 12/14
Data Imaging Equipment	100-1680-0021	15,000.00	Data Imaging Equipment
Police Equipment	100-3120-0027	13,350.00	Island Tech-Computers/Mounts for vehicles
Recreation Bldg. Special Repairs	100-7020-0045	<u>18,500.00</u>	Balance Insurance Claim
<b>Total General Fund Encumbrances</b>		<b><u>\$89,518.00</u></b>	
<b>Highway Fund</b>	500-5130-0041	\$100,000.00	Machinery/Equipment Capital Expense
<b><u>Special Districts</u></b>			
Mahopac Falls Fire Dept.	301-3410-0045	\$ 26,000.00	Dry Hydrant Installation Estimate

#### 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 CONTRACTS WITH PENFLEX INC.  
FOR SERVICE AWARD PROGRAM ADMINISTRATION**

RESOLVED that the Town Board of the Town of Carmel, acting as the commissioners of Carmel Fire Protection Districts #1, #2 and #3, hereby authorizes entry into Service Aware Program Service Agreements with Penflex Inc., of Latham, NY for administration services for the Fire Protection District Service Award Programs for 2015 as contained within the proposal of September 17, 2014 which is attached hereto and made a part hereof, at estimated costs of \$5,800.00 for Fire Protection District #1; \$6,600.00 for Fire Protection District #2 and \$5,300.00 for Fire Protection District #3; and

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

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	___	___

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement**  
**TOWN OF CARMEL**  
**CARMEL FIRE PROTECTION DISTRICT NO. 1**  
**SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$3,450, \$100 Change from 2013

Per-Participant Fee: \$17, \$0 Change from 2013

Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$5,800**

---

**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$495.

Auditing Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.

- DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

---

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Supervisor  
Town of Carmel

*Edward J. Holohan*  
Edward J. Holohan, ASA  
President, Penflex, Inc.

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement**  
**TOWN OF CARMEL**  
**CARMEL FIRE PROTECTION DISTRICT NO. 2**  
**SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$3,450, \$100 Change from 2013

Per-Participant Fee: \$17, \$0 Change from 2013

Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$6,600**

---

**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$495.

Auditing Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.

- DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

---

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Supervisor  
Town of Carmel

*Edward J. Holohan*

Edward J. Holohan, ASA  
President, Penflex, Inc.

**Penflex, Inc. 11/1/2014-10/31/2015 Service Fee Agreement**  
**TOWN OF CARMEL**  
**CARMEL FIRE PROTECTION DISTRICT NO. 3**  
**SERVICE AWARD PROGRAM**

---

**Standard Services Fee Schedule**

Base Fee: \$3,450, \$100 Change from 2013

Per-Participant Fee: \$17, \$0 Change from 2013

Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2013

**Total Estimated Standard and Distribution Services Fees: \$5,300**

---

**Optional Services Fee Schedule**

PLEASE CHECK ONE BOX:

- COMPLETE the 'LOSAP Audit Package' for a fee of \$495.

Auditing Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please note: the LOSAP Audit Package does not satisfy the LOSAP audit requirement, but it assists the accounting firm performing the audit.

- DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

---

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

\_\_\_\_\_  
Supervisor  
Town of Carmel

*Edward J. Holohan*

Edward J. Holohan, ASA  
President, Penflex, Inc.

**#5**

**RESOLUTION AUTHORIZING ATTENDANCE AT CONFERENCE**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Superintendent of Highways Michael Simone to attend the 2015 Grassroots Advocacy Campaign for Local Roads & Bridges on March 3-4, 2015 in Albany, NY; 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	_____	_____

**#6**

**RESOLUTION AMENDING MANAGEMENT PLAN  
LAKE MAHOPAC PARK DISTRICT**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Mahopac Park District, hereby amend the Management Plan for the Lake Mahopac Park District, said amended Management Plan to be in form as attached hereto and incorporated herein.

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	_____	_____

# AMENDED PLAN OF MANAGEMENT

## FOR

### LAKE MAHOPAC PARK DISTRICT

#### 1. Organization:

Management of the Lake Mahopac Park District shall be vested in a five (5) member Board of Managers, which shall be appointed by the Town Board of the Town of Carmel. The membership for such board shall consist of five (5) members, all of whom shall be owners of property within the Lake Mahopac Park District boundaries. Said members shall be volunteers who have submitted their names in writing to the Town Board. All members shall be appointed for a one (1) year term commencing on the 1<sup>st</sup> day of January and conclude on the 31<sup>st</sup> day of December each calendar year.

There shall also be created a seven (7) member subcommittee for the purposes of consulting with, and assisting the Board of Managers referenced above. The membership of such subcommittee shall consist of seven (7) members, each of whom shall be owners of property within the Lake Mahopac Park District boundaries. Said members shall be volunteers who have submitted their names to the Town Board of the Town of Carmel for consideration of appointment. All subcommittee members shall be appointed for a one (1) year term by the Town Board, commencing January 1<sup>st</sup> of each calendar year and concluding on December 31<sup>st</sup> of each calendar year. The subcommittee created hereunder shall have no voting or executive power or authority.

#### 2. Duties:

The Board of Managers of the Lake Mahopac Park District shall be vested with the power and duties of seeing to the day to day management of the Lake Mahopac Park District and the preparation of a proposed budget for the District for each year. The day to day management vested with the Board of Managers and shall be subject to the approval of the Town Board of the Town of Carmel.

#### 3. Budget:

The Board of Managers shall be responsible for the preparation of a submission to the Town Board of the Town of Carmel of a proposed budget for said District in the same manner as all Departments within the Town of Carmel are required to submit their budget requests. Ultimate approval of any budget for the Lake Mahopac Park District and any rates to be assessed to the properties and/or residents within the District Boundaries shall rest with the Town Board of the Town of Carmel.

#### 4. Amendment:

The Town Board of the Town of Carmel does hereby reserve the power to further amend this management plan by resolution, from time to time as the Town Board may deem appropriate.

**#7**

**RESOLUTION MAKING APPOINTMENTS  
TO TOWN OF CARMEL LAKE MAHOPAC PARK DISTRICT ADVISORY BOARD**

RESOLVED that the Town Board of the Town of Carmel hereby appoints the following residents to the Town of Carmel Lake Mahopac Park District Advisory Board for a term commencing retroactive to January 1, 2015 and expiring December 31, 2015:

Edward Barnett  
Marty Greenberg  
Jay Crawford  
Charles Langlitz  
James Maxwell

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	_____	_____

**#8**

**RESOLUTION MAKING APPOINTMENTS  
TO TOWN OF CARMEL LAKE MAHOPAC PARK DISTRICT SUB-COMMITTEE**

RESOLVED that the Town Board of the Town of Carmel hereby appoints the following residents to the Town of Carmel Lake Mahopac Park District Subcommittee for a term commencing immediately and expiring December 31, 2015:

William Frumkin  
Joseph Massaro  
Shiela Margolis  
John Maxwell  
Bert Melchner  
Mark Robertson  
William Spain

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	_____	_____

#9

**RESOLUTION ACCEPTING AND AUTHORIZING DONATION OF  
IMPROVEMENTS AT BALDWIN MEADOWS PARK  
JENNA NOLAN MEMORIAL DONATION**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the donation of materials and services contemplated for the Jenna Nolan Memorial location at Baldwin Meadows Park, as outlined and detailed in the memorandum of Director of Recreation and Parks, James R. Gilchrist, dated February 10, 2015; and

BE IT FURTHER RESOLVED the improvements contemplated and detailed therein are hereby authorized by the Town Board to be performed; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel from all contractors involved in the aforesaid improvements, said improvements may be immediately commenced.

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	___	___

# #10

## RESOLUTION AUTHORIZING AMENDMENT #1 TO RE-VALUATION CONTRACT WITH VISION GOVERNMENT SOLUTIONS

RESOLVED, that the Town Board of the Town of Carmel hereby approves and authorizes amendment #1 to the Contract with Vision Government Solutions for Real Property Assessment Located within the Corporate Limits of the Town of Carmel, New York in form as attached hereto and made a part hereof; and

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

### 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	_____	_____



AMENDMENT 1
TO CONTRACT FOR REAL PROPERTY REASSESSMENT PROJECT
LOCATED WITHIN THE CORPORATE LIMITS OF
THE TOWN OF CARMEL, NEW YORK

This Amendment, made this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the TOWN OF CARMEL, a municipal corporation located in the State of New York, ("TOWN") acting by and through its Supervisor having been so duly authorized with its principal place of business at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541 and Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 44 Bearfoot Road, Northborough, MA 01532 hereinafter termed the CONTRACTOR, hereby amends the contract titled, "Real Property Reassessment Project Located within the Corporate Limits of the Town of Carmel, New York" dated June 5, 2014 and executed by and between the parties ("Agreement"). All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted. The parties agree that the Agreement and its Exhibits, Schedules and other attachments shall remain in full force and effect unless specifically modified herein.

NOW THEREFORE, for mutual consideration the following terms and conditions are hereby amended:

- 1. TOWN is exercising the certain option listed in Exhibit F1 to the Agreement which states that "Removal of rental office space would be a savings of \$10,000." For avoidance of doubt, by exercising this option, TOWN shall supply suitable space for the CONTRACTOR's use throughout this project including providing landline telephone service and office technologies as may be required;
2. Exhibit A of the Agreement is hereby removed and replaced with the Exhibit A attached to this Amendment; and
3. As a result of 1. and 2. above, the total price of the Agreement is reduced by \$10,000, and is now \$832,000.

By signing below, the parties represent and warrant that they have read and understand the provisions of this Amendment, as well as the terms and conditions set forth in the Agreement.

Town of Carmel, New York

Vision Government Solutions, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name & Title

Printed Name & Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**PROJECT COST ITEMIZATION**

CATEGORY	AMOUNT
<b>Project Management</b> (including RFP Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.20, 5, 6, and 7)	\$64,000
<b>Data Collection</b> (including RFP Sections 4.8, 4.9, and 4.10 except that Vision will use existing field cards)	\$388,000
<b>Valuation Analysis and Production</b> (RFP Section 4.11)	\$105,600
<b>Field Review</b> (RFP Section 4.12 excluding tablets)	\$112,000
<b>Informal Review Meetings including BAR</b> (RFP Section 4.17)	\$70,000
<b>Photo/Images</b> (Street Level)	\$27,000
<b>CAMA Software</b> --Software License Fee = \$27,000 --Software Conversion and Implementation = \$35,000 --Web Hosting (1 Year) = \$3,400	\$65,400
<b>TOTAL</b>	<b>\$832,000</b>

<b>Options</b>	
Public Utility Property	
-Structural	See Exceptions
-Non-Structural	See Exceptions

<b>Per-Diem Charges</b>	
Additional Classroom Training/Workshops	5 Days included, additional at \$650 per Diem
Small Claims	\$1,200 per Diem
Certiorari Report Preparation	\$1,200 per Diem
Certiorari Court Testimony	\$1,200 per Diem

Please see Exhibit G for Aerial Imaging Pricing from Pictometry

Office of the Town Clerk

Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541

Published + Posted

2/13/15

CC: superv

Ann Spofford, Town Clerk  
Phyllis Bourges, Deputy Town Clerk

Telephone: 845-628-1500  
Fax: 845-628-7434

PH#1

**LEGAL NOTICE**  
**NOTICE OF PUBLIC HEARING**  
NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, February 25, 2015 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending Chapter 156, entitled "Zoning" of the Town Code of the Town of Carmel as follows:

**TOWN OF CARMEL**  
**PROPOSED LOCAL**  
**LAW # OF THE**  
**YEAR 2015**  
A Local Law Amending the Code of the Town of Carmel, Chapter 156, thereof, entitled "Zoning," BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam, State of New York as follows:

**SECTION 1**  
This Local Law shall be known as 2015 Amendments to Chapter 156 entitled "Zoning."

**SECTION 2.** Article X of Chapter 156 of the Code Entitled "Stormwater Control" is hereby amended to read as follows:

**ARTICLE X:**  
**STORMWATER CONTROL**  
**§156-80 "DEFINITIONS"**  
is hereby amended as follows:

**LAND DEVELOPMENT**  
**ACTIVITY** - Construction activity, including clearing, grading, excavating, soil disturbance or placement of fill that results in land disturbance of equal to or greater than 5,000 square feet, or activities disturbing less than one acre of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development activities may take place at different times on different schedules.

**THE DEFINITION FOR "SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES GP 02 01" IS HEREBY REPEALED AND REPLACED WITH:**

**SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES** - A general permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of land. GP 0 10 001 or most recent version.

**THE DEFINITION FOR "SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SEWER SYSTEMS GP 02 02" IS HEREBY REPEALED AND REPLACED WITH:**

**SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SEWER SYSTEMS**

A general permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or to specify stormwater control standards. GP 0 10 002 or most recent version.

**SECTION 3. § ZONING 156 Attachment 2**  
Town of Carmel Sample Stormwater Control Facility Maintenance Agreement is hereby amended to read as follows:

**Town of Carmel Sample Stormwater Facility Maintenance Agreement**

Whereas, the Town of Carmel, County of Putnam, State of New York ("Municipality") and ("facility owner") want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project, and

Whereas, the Municipality and the facility owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Therefore, the Municipality and the facility owner agree as follows:

1. This agreement inures to the benefit of the Municipality and binds the facility

owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A of this agreement.

2. The facility owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted in Schedule A as necessary to ensure optimum performance of the measures to design specifications. The

stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds.

3. The facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The facility owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality, within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The facility owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.

6. The facility owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The facility owner shall provide to the Municipality, within 30 days of the date of this agreement, a security for the maintenance and continuation of the stormwater control measures in the form of a bond, letter of credit or escrow account.

8. This agreement shall be recorded in the Office of the County Clerk, County of Putnam together with the deed for the subject premises.

9. In the event that the Municipality determines that the facility owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized

Office of the Town Clerk

Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541

Ann Spofford, Town Clerk  
Phyllis Bourges, Deputy Town Clerk

Telephone: 845-628-1500  
Fax: 845-628-7434

to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property.

10. Nothing within this agreement shall be construed to impose any affirmative obligation or covenant of performance on the Municipality.

11. This agreement is effective

Facility Owner: \_\_\_\_\_  
Owner's Representative: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

SECTION 4.

Subsection §156-61(C) (3) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

(3) Design review criteria.

(a) Building plans shall be reviewed in several aspects:

(1) Proportion. The relationship between the width and height of the front elevation of a building should be similar to the adjacent buildings. Proportion can also apply to the relationship between windows and doors and their relationship to the building itself.

(2) Rhythm. The rhythm of the building and its components is the spacing or repetition of architectural elements or details. The regularity, frequency and placement of doors, windows, porches and ramps and the placement within a facade is a type of rhythm. Rhythm between adjoining buildings can exist when building types are repeated along street.

(3) Scale. Scale is the relationship between architecture and people or between the architectural mass and the space which surrounds it. The scale of The Town of Carmel is intimate in nature. Any building built on a monumental scale will seem out of place and foreign. Certain already built buildings are deemed inappropriate in some areas of the town.

(4) Height. New buildings will be in harmony with appropriate buildings and subject to the requirements of The Town of Carmel Zoning Ordinance.

(5) Facade treatment. The exterior features of all buildings should be visually and physically compatible with those facades surrounding them. Components to consider are color, texture and type of building materials. Specific details such as roof shape, cornices and moldings should be repeated to unify buildings and not used to create visual distractions.

(6) Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.

(b) Development requirements.

(1) Materials will be selected to create harmony with the adjoining

appropriate buildings and for suitability to the type and use of the buildings. A building shall use the same materials or those that are architecturally harmonious for all building walls and other exterior building components wholly or partly visible to the public.

(2) Colors shall be harmonious and shall use only compatible accents.

(3) Large mechanical equipment or other utility hardware on the roof, ground or buildings shall be screened from public view with materials harmonious to the building.

(4) Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with the building design.

(5) Service yards, storage area, yards and exterior work areas shall be screened from public view with materials harmonious with the building and in compliance.

(6) Dumpsters must be placed in compliance with section 96-3C(1) through (10).

(c) Special regulations. Application for development within the town shall be reviewed, evaluated and determined by the Planning Board. Among criteria for review will be in compliance with the following measures:

(1) Locate the building at a minimum setback line with the maximum length of the building facing along street to provide frequent and convenient pedestrian connections between buildings and public sidewalks; minimize the public view of large parking areas and service facilities; provide a continuous edge along the street; and visually enclose and define public street space that is comfortable to pedestrians in proportion and scale.

(2) Design and place buildings in order to preserve and enhance special street views. In particular, views of important buildings and natural features, focal points at T-intersections and views along curbs and roadways should be encouraged.

(3) Position new buildings to insure the adjacent properties have visual privacy and sunlight as well as protection from the new development's site illumination, noise and odor.

(4) In terms of shape, style, rooflines, color and materials, buildings shall be designed to complement and contribute to a desirable community character.

(5) Design landscaping and building adjacent to historic properties that are complimentary to the significant historical features.

(6) Design and position buildings to screen unsightly elements, such as shipping and loading areas, transformers, dumpsters and meters from public view.

(7) Design the building roof to screen mechanical equipment from view and contribute to an attractive visual setting.

(8) Design the building to insure adequate blending of the storm drainage requirement with the local environment.

(9) Provide a minimum 10' (ten-foot) "buffer island" which shall be landscaped (trees, bushes, flowers, etc.) in front of all non-residential lots.

(10) Provide a minimum 20' (twenty-foot) landscaped buffer area/zone on all sides of site plan bordering residentially zoned properties. For purposes of this section landscaping shall include evergreen trees,

plantings and/or shrubbery which in the discretion of the Planning Board shall minimize impact of proposed site plan improvements upon neighboring residential properties.

(11) Signs; The criteria for signs are similar to that of buildings.

[a] Signs should be visible but not obnoxious in size, content, or color.

[b] Proportion. The relationship between the width and the height of the sign should be similar to the adjacent signs. Proportion can also apply to the relationship between the building shape and size and sign shape and size.

[c] Corporate logos shall be permitted provided they do not exceed 10% of the allowable area of any building sign nor 20% of the allowable area of any freestanding sign. Signs shall not include any words, pictures, or logos that are considered inappropriate.

[d] Colors shall be harmonious and shall use only compatible accents. All colors shall be muted in nature (earth tones) and not brilliant.

2

# Office of the Town Clerk

Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541

Ann Spofford, Town Clerk  
Phyllis Bourges, Deputy Town Clerk

Telephone: 845-628-1500  
Fax: 845-628-7434

[c] Signs installed, replaced, or substantially repaired (after the date of adoption of this law) shall be indirectly illuminated. Back lit signs will no longer be permitted.

[f] Signs erected inside buildings that are visible from the outside through a window, shall not exceed 10% of the window area and shall not blink, flash, or scroll.

(12) Screening. The following items shall be located so as to minimize visibility from the roadway, adjacent properties and other public areas and shall be screened from public view.

[a] Service bays;  
[b] Loading docks and platforms;

[c] Rooftop utilities;  
[d] Satellite dishes;  
[e] Dumpsters (per section 96-3C(1)-(10));

[f] Storage areas;  
(13) If in the opinion of the Planning Board, a deviation from the stated architectural design standards is warranted to yield superior architectural quality and neighborhood design, said change may be required from the Planning Board.

(14) Nothing in this Article shall be taken or construed to prevent work and repairs on any structure for normal maintenance where a building permit is not required. Nothing in this Article affects the right to complete any work for which a building permit or authorization issued prior to the enactment hereof.

SECTION 5.  
Chapter 156 entitled "Zoning", specifically subsection § 156-41 entitled "Signs" is hereby amended to add the following subsection § 156-41C.

(11) Application and approval procedures Signs in Existing Buildings.

A. Any person making an application for approval of plan to construct, reconstruct, replace or move a sign within The Town of Carmel that is not currently before the Planning Board, shall submit all necessary specifications to the Building Inspector. The submission shall be reviewed by the Building Inspector for conformance with all applicable ordinances of the town.

(1) The applicant shall provide to the Building Inspector a plan containing a placement survey, elevation drawings, along with general information such as type, texture and color of materials to be used for the sign(s).

(2) The Building Inspector shall review the plan for the following criteria:

(a) Proportion. The relationship between the width and the height of the sign should be similar to the adjacent signs. Proportion can also apply to the relationship between the building shape and size and sign shape and size.

(b) Corporate logos shall be permitted provided they do not exceed 10% of the allowable area of any building sign nor 20% of the allowable area of any freestanding sign. Signs shall not include any words, pictures, or logos that are considered inappropriate.

(c) Colors shall be harmonious and shall use only compatible accents. All colors shall be muted in nature (earth tones) and not brilliant.

(d) Signs installed, replaced, or substantially repaired (after the date of adoption of this law) shall be indirectly illuminated. Back lit signs will no longer be permitted.

(e) Signs erected inside buildings that are visible from the outside through a window, shall not exceed 10% of the window area and shall not blink, flash, or scroll.

SECTION 6.  
Subsection § 156-41 A.(4) (d) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

§ 156-41 A.(4) The following types of signs are prohibited:

(d) All bare incandescent light sources and neon lights; LED lights that flash, move, change colors, intermittently illuminate or change the message more than 1 time per day (All LED signs shall be dimmed in the evening to minimize the glare to drivers and pedestrians); reflection signs; or luminous signs banners; flags.

SECTION 7.  
§ 156-41 A.(4) of Chapter 156 entitled "Zoning" is hereby amended to add the following subsection:  
§ 156-42(A)(4) The following types of signs are prohibited:

(f) Sandwich board signs when placed on the property, right-of-way, or on a vehicle regardless of location of said vehicle.

SECTION 8.  
§ 156-41(C)(10) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

10. Promotional signs shall be permitted, provided that a temporary permit for the use of such devices is obtained from the Building Department of the Town of Carmel at least 10 days in advance of the use of said devices and subject to the following conditions:

(a) No property shall be permitted to use such outside promotional devices more than six times per year.

(b) The use of such devices shall be limited to no more than five consecutive days.

(c) Said promotional devices shall be set up no earlier than 6:00 a.m. on the first day of the temporary permit and shall be removed no later than 6:00 p.m. on the last day of the temporary permit.

(d) The Building Inspector, when issuing such temporary permit, shall charge and collect a fee therefore. Said fee shall be established annually by the Town Board and shall be on file in the office of the Town Clerk.

(e) The Building Inspector, when issuing such temporary permit, shall collect a security deposit in the form of cash to insure the removal of said promotional devices at the expiration of the temporary permit. The amount of said deposit shall be established annually by the Town Board and shall be on file in the office of the Town Clerk. The security deposits collected hereunder by the Building Inspector shall be forwarded to the appropriate person in the Town for deposit in the Town's Trust and Agency Funds. Upon the proper removal of all promotional devices by the permit holder, in accordance with the temporary permit, the Town shall refund said security deposit. In the event the permit holder fails to remove the promotional devices at the expiration of the temporary permit for such devices, then the Building Inspector is authorized to effect said removal and to charge the cost of said removal plus an administrative fee against the security deposit.

(f) Notwithstanding any provision of this Chapter or the Town Code of the Town of Carmel to the contrary, temporary promotional banners shall be permitted to be placed or erected in, on or across any State, Local or County right of way upon the following terms and conditions:

(i) A temporary permit for such temporary promotional banners shall be obtained from the Building Department of the Town of Carmel at least 10 days in advance of the use

(ii) The Building Inspector, when issuing such temporary permit, shall charge and collect a

fee therefore. Said fee shall be established annually by the Town Board and shall be on file in the office of the Town Clerk.

(iii) Any jurisdictional permits required for the placement of temporary promotional banners shall be obtained prior to the issuance of such temporary permit by the Building Inspector.

(iv) That the placement of such temporary promotional banners shall be limited to no more than thirty (30) consecutive days.

## SECTION 9 - HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

## SECTION 10 - SEVERABILITY

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 of 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 11 - Effective Date

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

By Order of  
the Town Board  
of the Town of Carmel  
Ann Spofford, Town Clerk

*Office of the Town Clerk*

Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541

CC: Supervisor

PH#2

*Ann Spofford, Town Clerk*

Telephone: 845-628-1500

*Phyllis Bourges, Deputy Town Clerk*

Fax: 845-628-7434

Work Session \_\_\_\_\_

Agenda 2/25/15

**Legal Notice**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, February 25, 2015 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 96 thereof, entitled "Illegal Dumping" as follows:

TOWN OF CARMEL  
PROPOSED LOCAL  
LAW # \_\_\_\_\_  
OF THE YEAR 2015  
A LOCAL LAW TO  
AMEND THE CODE  
OF THE TOWN OF  
CARMEL,  
CHAPTER 96,  
THEREOF, ENTITLED  
"ILLEGAL DUMPING"  
BE IT ENACTED by the  
Town Board of the Town  
of Carmel, County of  
Putnam, State of New York  
as follows:

SECTION 1 Chapter 96 of the Code of the Town of Carmel, specifically §96-3(C) is hereby amended to read as follows:

C. Placement of dumpsters and trash receptacles is restricted as follows:

- (1) A dumpster and trash receptacle shall be located within a residential community as placed upon the final plans of approval for the development of the community, or as otherwise approved by the Town Planning Board.
- (2) No dumpster or trash receptacle shall be stored in or on a public right-of-way.
- (3) No dumpster or trash receptacle shall be located in areas regularly used or as previously approved by the Town Planning Board as designated parking spaces for commercial or business uses, without the Planning Board's approval.
- (4) Garbage and other waste material must be completely contained within the dumpster and/or trash receptacle(s). No accumulation of garbage

or other materials, such as litter, rubbish or waste, will be permitted outside the confines of the dumpster, nor will it be permitted to accumulate so that the dumpster cover cannot be firmly closed.

(5) All dumpsters and trash receptacles shall be kept in good repair, be structurally sound, leak proof and easily opened

and closed. Dumpsters shall be painted as necessary to prevent the showing of rust and deterioration and be so constructed as to stand firmly upright.

(6) All dumpsters shall have the name of the company or individual owning such dumpster clearly printed on either the front or the back of such dumpster.

(7) All dumpsters and trash receptacles shall be screened as follows:

- (a) With a minimum six foot fence, slatted or solid, either black, brown or hunter green; or

## *Office of the Town Clerk*

*Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541*

*Ann Spofford, Town Clerk  
Phyllis Bourges, Deputy Town Clerk*

*Telephone: 845-628-1500  
Fax: 845-628-7434*

(b) With a minimum six foot tall living fence, of such density that the dumpster cannot be seen through the living fence. Said living fence must be of evergreen trees and maintained year round; or

(c) With a minimum six foot tall wall, made of brick, stone, or other masonry.

(8) The dumpster/trash receptacle enclosure shall be not more than four feet larger than the dumpster or trash receptacle(s) to be enclosed within.

(9) No signage is permitted on the enclosure.

(10) The dumpster/trash receptacle enclosure shall not be used for any other use but the enclosure of the dumpster.

### SECTION 2 – HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

### SECTION 3 –

#### SEVERABILITY

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 of 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 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 4 –

#### EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.  
By Order of  
the Town Board  
of the Town of Carmel  
Ann Spofford, Town Clerk

## PH#2-A

### RESOLUTION MAKING SEQR DETERMINATION IN REGARD TO THE PROPOSED LOCAL LAW # \_\_\_\_\_ AMENDING THE CODE OF THE TOWN OF CARMEL, CHAPTER 96 ENTITLED "ILLEGAL DUMPING"

RESOLVED that the Town Board of the Town of Carmel hereby determines that, the proposed Local Law # \_\_\_ amending the Code of the Town of Carmel, Chapter 96 entitled, "Illegal Dumping" is a Type II action under SEQR and no further review is necessary.

#### 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	___	___

## PH#2B

PROPOSED LOCAL LAW # \_\_\_\_\_ OF THE YEAR 2015

### A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL, CHAPTER 96, THEREOF, ENTITLED "ILLEGAL DUMPING"

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

**SECTION 1.** Chapter 96 of the Code of the Town of Carmel, specifically §96-3(C) is hereby amended to read as follows:

C. Placement of dumpsters and trash receptacles is restricted as follows:

(1) A dumpster and trash receptacle shall be located within a residential community as placed upon the final plans of approval for the development of the community, or as otherwise approved by the Town Planning Board.

(2) No dumpster or trash receptacle shall be stored in or on a public right-of-way.

(3) No dumpster or trash receptacle shall be located in areas regularly used or as previously approved by the Town Planning Board as designated parking spaces for commercial or business uses, without the Planning Board's approval.

(4) Garbage and other waste material must be completely contained within the dumpster and/or trash receptacle(s). No accumulation of garbage or other materials, such as litter, rubbish or waste, will be permitted outside the confines of the dumpster, nor will it be permitted to accumulate so that the dumpster cover cannot be firmly closed.

(5) All dumpsters and trash receptacles shall be kept in good repair, be structurally sound, leak-proof and easily opened and closed. Dumpsters shall be painted as necessary to prevent the showing of rust and deterioration and be so constructed as to stand firmly upright.

(6) All dumpsters shall have the name of the company or individual owning such dumpster clearly printed on either the front or the back of such dumpster.

(7) All dumpsters and trash receptacles shall be screened as follows:

(a) With a minimum six-foot fence, slatted or solid, either black, brown or hunter green; or

(b) With a minimum six-foot-tall living fence, of such density that the dumpster cannot be seen through the living fence. Said living fence must be of evergreen trees and maintained year round; or

(c) With a minimum six-foot-tall wall, made of brick, stone, or other masonry.

(8) The dumpster/**trash receptacle** enclosure shall be not more than four feet larger than the dumpster or trash receptacle(s) to be enclosed within.

(9) No signage is permitted on the enclosure.

(10) The dumpster/**trash receptacle** enclosure shall not be used for any other use but the enclosure of the dumpster.

#### **SECTION 4 – HOME RULE**

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

#### **SECTION 5 -- SEVERABILITY**

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 of 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 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 27 of the Municipal Home Rule Law.

### **Town Board Work Session:**

1. Review of Town Board Minutes, February 4, 2015
  2. Consider Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
  3. Richard Franzetti, Town Engineer – Consider Accepting Proposal for Electrical Services- Installation of New Lighting and Outlets – Lake Casse Club House (Lake Casse Park District)
  4. Consider Request for Proposals for Videotaping of Town Board, Planning Board and Zoning Board of Appeals Meetings
- **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**

### **Executive Session:**

1. Personnel

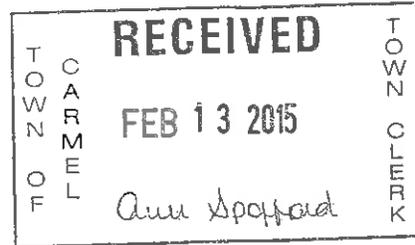
# Mahopac Volunteer Fire Department

cc: Supervisor  
Legal Counsel  
Assessor

EMERGENCY  
DIAL 911

Fire Headquarters  
Tel (845) 628-3160  
Fax (845) 628-6508

Post Office Box 267  
741 Route 6  
Mahopac, NY 10541



WS #2

February 12, 2015

Ann Spofford, Town Clerk  
Town of Carmel  
60 McAlpin Ave.  
Mahopac, New York 10541

Work Session 2/25/15

Agenda \_\_\_\_\_

Dear Mrs. Spofford:

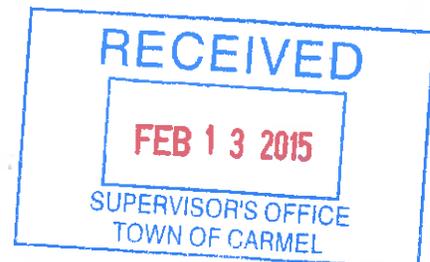
The following person has been added to the Roles of the Mahopac Volunteer Fire Department.

Anna-Lisa Sargent  
~~XXXXXXXXXX~~  
Mahopac, NY 10541  
~~XXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,  
Corresponding Secretary

Page 1 of 1

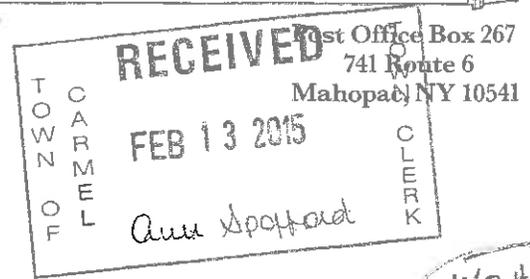


# Mahopac Volunteer Fire Department

cc: supervisor ✓  
Legal Counsel  
Assessor

EMERGENCY  
DIAL 911

Fire Headquarters  
Tel (845) 628-3160  
Fax (845) 628-6508



WS#2

February 12, 2015

Ann Spofford, Town Clerk  
Town of Carmel  
60 McAlpin Ave.  
Mahopac, New York 10541

Work Session 2/25/15

Agenda \_\_\_\_\_

Dear Mrs. Spofford:

The following person has been dropped from the Roles of the Mahopac Volunteer Fire Department.

Benjamin Fernandes  
~~XXXXXXXXXXXXXXXXXXXX~~  
Mahopac, NY  
~~XXXXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,  
Corresponding Secretary

Page 1 of 1



Richard J. Franzetti, P.E.

Town Engineer



(845) 628-1500

(845) 628-2087

Fax (845) 628-7085

**Office of the Town Engineer**

60 McAlpin Avenue

Mahopac, New York 10541

WS#3

## MEMORANDUM

**To:** Carmel Town Board

**CC:** Mary Ann Maxwell, Comptroller

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

**Date:** February 19, 2015

**Re:** Lake Casse Club House Electrical work

Work Session 2/25/15

Agenda \_\_\_\_\_

The Lake Casse Park District solicited proposals from four (4) electrical contractors for the upgrade of the electric service wires and the installation of new lighting and outlets at the Lake Casse Clubhouse. The following Bids were received:

Contractor	Total price
1. J&J Electrical Service	\$4,080.00
2. Dannette Electrical Corp.	\$6,625.00
3. L&R Electric	\$6,700.00
4. Ace Electrical	\$7,490.00

The lowest estimate provided was disqualified as they were non-responsive as the estimate provided did not address all the elements required under the quote.

This Department checked references provided by the second lowest priced contractor Dannette Electrical Corp. The reference intake forms are attached. Dannette Electrical Corp. is a licensed electrician in Putnam County.

Mary Ann Maxwell provided the attached indicating there are sufficient funds in the Lake Casse budget to perform this service.

We therefore recommend that the project be awarded to Dannette Electrical at the price of \$6,625.00.

I respectfully request that this matter be placed on the next available work session for discussion.

Danette Electric Corp.

Mahopac, NY 10541

# Invoice

Date	Invoice #
2/13/2015	599

<b>Bill To</b>
Lake Casse Club House C/O Bill Sclari 193 Shear Hill Rd Mahopac ny 10541

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Job Lake Casse Club House Mahopac ny		
	Clean up 200 amp service by removing bad service wire & meter & replace with new plus run new ground wire		
1	Work on 200 Amp over head service	1,100.00	1,100.00
	Remove old exterior lights & boxes plus switches & install new lights & switches front & back of building		
2	Install two Rabentra 12w lights with switch one in the front & one in the back with boxes that go with siding	0.00	0.00
2	Install two flood lights   Rabff led 39w   for front & back with boxes that go with the siding	0.00	0.00
2	Install two flood lights   Rabx led 78w   for front & back with boxes that go with the siding	0.00	0.00
2	Install two outside Gfci outlet front & back with inuse boxes that go with the siding	0.00	0.00
1	Total price on lighting & outlets	5,250.00	5,250.00
1	Inspection fee for electrical work	275.00	275.00
<b>Total</b>			<b>\$6,625.00</b>

Danette Electric Corp

2/13/15

Mahopac ,Ny 10541

PHONE 914-557-9098

Please be advised the following are 3 references as requested for Lake Casse Bid

- 1 HOWARD GILMORE MAHOPAC , NY 10541 PHONE 914-804-7752 *914-804-7752*
- 2 SHANE PURDY MAHOPAC , NY 10541 PHONE 845-222-5120
- 3 JOHN BARILE MAHOPAC , NY 10541 PHONE 845-628-4100 *845-628-4100*

**INTERVIEW INTAKE FORM- LAKE CASSE CLUB HOUSE ELECTRIC**

**TOWN OF CARMEL**

SUBJECT: Danette Electric  
NAME OF PERSON INTERVIEWED: John Barile  
DATE INTERVIEW CONDUCTED: 2-19-15  
PERSON CONDUCTING INVTERVIEW: Donna Esteves

Performance:

1. What work did they perform for you? Various projects in the home at his properties
2. How long have you used them? 6 years
3. Were you satisfied with work performed? Yes, highly recommended
4. Do you currently use them or use them again in the future? Yes

**INTERVIEW INTAKE FORM- LAKE CASSE CLUB HOUSE ELECTRIC**

**TOWN OF CARMEL**

SUBJECT: Danette Electric

NAME OF PERSON INTERVIEWED: Shane Purdy

DATE INTERVIEW CONDUCTED: 2-19-15

PERSON CONDUCTING INTERVIEW: Donna Esteves

Performance:

1. What work did they perform for you? Various Projects
2. How long have you used them? 20 years
3. Were you satisfied with work performed? Yes, he is very reliable and does good work
4. Do you currently use them or use them again in the future? Yes he uses the company for all of his projects.

**INTERVIEW INTAKE FORM- LAKE CASSE CLUB HOUSE ELECTRIC**

**TOWN OF CARMEL**

SUBJECT: Danette Electric

NAME OF PERSON INTERVIEWED: Howard Gilmore

DATE INTERVIEW CONDUCTED: 2-19-15

PERSON CONDUCTING INVTERVIEW: Donna Esteves

Performance:

1. What work did they perform for you? Work in the home
2. How long have you used them? 15 years
3. Were you satisfied with work performed? Yes, very satisfied with the work performed
4. Do you currently use them or use them again in the future? Yes, he is scheduled to use him on a project next week.

# L&R Electric Inc.

**Residential and Commercial**

**Licensed, Insured & bonded**

**84 Chief Nimham Cir**

**Carmel NY 10512**

**Office #845-494-1878**

**Fax #845-306-7512**

**Email: LandRelectric@Gmail.com**

Date 2/17/15

Lake casse club house

***Project: lights otu side and service***

We propose to furnish all supervision, labor, material, and the coordination of inspections by Utility and New York State inspectors (if required) to complete the scope of work at the above referenced project. This electrical work is in accordance with drawing submitted and dated

Our cost for the above referenced project is in the amount of \$ 6,700.00

**WORK INCLUDED:**

Redo existing 200amp service ( change feeder and new meter, grounding...)  
Dead leg and cover existing floods not being used ( 12 locatoions?)  
install 4 nentra 12 watt scone lights leds ( 2 front , 2 back of existing switches)  
install 4 floods ( 2 in the front 39 watt rab leds,2 in back 78watt rab leds off existing switches)  
install 2 gfci recptacles front and back ( clean up recptacles in back of building)  
inspection

2. This electrical installation shall conform to local code, rules, and regulations.
3. This electrical work performed during standard electrician's workday.
4. Applicable taxes.
5. Terms: net 30 days.
6. Price Valid: 30 days.

**WORK NOT INCLUDED:**

1. dimmers
2. motions
3. garbage

change based on market value on the day of purchase.

All special order items are to be paid upon delivery.

Should you require additional information, please do not hesitate to contact our office.

Thank you for this opportunity to propose our services.

L&R Electric

**ACCEPTANCE:**

Christopher Lombardi

\_\_\_\_\_  
President  
Date

By: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Print Name*

L&R Electric Inc. 84 Chief Nimham Cir. Carmel, NY 10512



39 Lockwood Lane  
 Mahopac, NY 10541  
 845-621-0842 (office)  
 845-803-8540 (fax)

# Estimate

Date	Estimate #
2/10/2015	60

<b>Bill To</b>
Lake Casse Club House C/O Bill Siclari 193 Shear Hill Rd. Mahopac, NY 10541

<b>For</b>
Lake Casse Club House

Description	Qty	Amount	Total
1.Remove existing outside portion of overhead electrical service and install new 200 amp rated service drop, meterpan, wiring to main panel and update grounding	1	1,650.00	1,650.00
2.Remove existing exterior light sockets and install as follows : Wire and install 2 lights (rabentra12w ) w/ switch for both front and rear of building Wire and install 2 flood type lights ( rabfled39w ) for each side of building front Wire and install 2 flood type lights ( rabfxled78t ) for each side of building rear Wire and install 2 weatherproof gfci receptacles w/ in use cover for both front and rear of building	1	5,490.00	5,490.00
Electrical Permit and inspection fee's : \$ 350.00	1	350.00	350.00
<b>Total</b>			\$7,490.00

Customer Signature \_\_\_\_\_

andrew@aceelectricalny.com
www.aceelectricalny.com

**J&J ELECTRICAL SERVICE**

128 Baldwin Lane  
Mahopac NY 10541  
845-621-2712 office  
845-721-4237

Siclari  
Lake Casse Club House  
Shear Hill Rd.  
Mahopac, NY 10541

SICLARI36@verizon.net

Electrical Proposal

West. Lic. # 211  
Put.Co. Lic #50414

Supply & Install	
2 (FF led 39 ) light fixtures	
2 (FX led 78 ) light fixtures	
4 ( entry led ) light fixtures	\$ 2800.00
200amp seu cable & new meter pan.	1000.00
Electrical permit & inspection fees.	280.00
	-----
Total cost of work which can be seen.	4080.00

All other work will be time & material.  
Labor per man ( \$80.00 per hour)  
Will give ball park figures when doing work.

Thank you, Looking forward to doing business with you.



**From:** [Maxwell, Mary Ann](#)  
**To:** [Franzetti, Richard](#)  
**Cc:** [Esteves, Donna](#); [Tenefrancia, Michelle](#)  
**Subject:** RE: 02-19-15 Lake Casse request for electrical services at club house.  
**Date:** Thursday, February 19, 2015 9:39:50 AM

---

There are sufficient funds in the capital expenditure line (401.7140.0054). Since it appears to be an upgrade I would charge it there.

Thanks....Mary Ann

*Mary Ann Maxwell*  
Town Comptroller  
Town of Carmel  
(845) 628-1500 ext 175  
Fax (845) 628-7085  
[mam@ci.carmel.ny.us](mailto:mam@ci.carmel.ny.us)

---

**From:** Franzetti, Richard  
**Sent:** Thursday, February 19, 2015 9:06 AM  
**To:** Maxwell, Mary Ann  
**Cc:** Esteves, Donna  
**Subject:** 02-19-15 Lake Casse request for electrical services at club house.

Mary Ann,

The folks at Lake Casse have requested proposals to upgrade the electrical components at the Lake Casse clubhouse. The cost is \$6,625.00

Donna has checked the budget for Lake Casse, and there are sufficient funds for this work in the equipment line. This would most likely fall under this category.

Please confirm.

Richard J. Franzetti. P.E, BCEE, LEED <sup>AP</sup>  
Town Engineer  
60 McAlpin Avenue  
Mahopac, New York 10541  
Phone - (845) 628-1500 ext 181  
Fax - (845) 628-7085  
Ceil - (914) 843-4704  
[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)

*This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.*

**RESOLUTION ACCEPTING PROPOSAL FOR VIDEOTAPING  
OF TOWN BOARD, PLANNING BOARD AND ZONING BOARD MEETINGS**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Euro Video Productions, LLC, for the video taping of Town Board, Planning Board and Zoning Board meetings for the years 2012 through 2014, at a lump sum cost of \$21,000.00 per year for 2012 and 2013 and \$22,800.00 per year for 2014; plus \$15.00 per DVD for FOIL requests payable to Euro Video Productions, LLC.

WS#4

Resolution

Offered by: Councilman Lombardi  
 Seconded by: Councilwoman McDonough

Work Session 2/25/15  
 Agenda \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Ravallo	<u>X</u>	_____
Frank Lombardi	<u>X</u>	_____
Suzanne McDonough	<u>X</u>	_____
Kenneth Schmitt	<u>X</u>	_____

S  
E  
A  
L

I, Ann Garris, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the **21<sup>st</sup>** day of **December, 2011**; and of the whole thereof.

December 22, 2011  
Dated

Ann Garris  
Ann Garris, Town Clerk

#11

Ronald J. Gainer, P.E.  
Town Engineer



(845) 628-1500

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

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

Work Session 12/19/11  
 Agenda \_\_\_\_\_

MEMORANDUM

**TO:** Carmel Town Board **DATE:** December 12, 2011  
**FROM:** Ronald J. Gainer, PE, Town Engineer **RE:** R2011-0007- Town of Carmel Video Services  
**cc:** Ann Garris, Town Clerk Greg Folchetti, Esq.

At the direction of the Board, this department solicited proposals for Video taping meetings at Town Hall covering the years 2012, 2013 and 2014.

**The scope of work included three separate payment items as follows:**

**Item # 1 - BASE BID Lump Sum Price includes:**

1. Create messages for Cable Channel with Character Generator as needed.
2. Create 9 DVD's of all meetings for distribution. This is to be included in the lump sum price bid.
3. Video and Audio of all Town of Carmel Meetings Including, Planning Board (estimated 25 meetings per year), Zoning Board (estimated 13 meetings per year) and Town Board (both Public and Work Session estimated 50 meetings per year). Price shall include three off - premises Town Board meetings per year and four ½ -1hr. segments for community Reports discussions.
4. Perform all scheduling of meeting Playbacks.
5. Perform all Engineering upkeep and maintenance of equipment. Arrange for all repair of broken equipment with external vendors.
6. Interface with cable provider as needed.

**Item # 2 – production of DVD's for FOIL requests, per DVD**

This is a unit price for production of meeting DVDs on a per DVD basis, in order to comply with FOIL requests.

**Item # 3 – Add Alternate – Taping of ECB meetings, on an annual lump sum basis**

This is a lump sum price for taping of ECB meetings and is an "add alternate".

Requests for Proposals (RFP's) were sent out on September 13, 2011, to all vendors on the attached list (a total of 11 companies). Bids were opened on November 13, 2011. Two companies responded to the RFP with pricing as follows:

Tel: (845) 628-1500 Fax: (845) 628-7085 email [rg@ci.carmel.ny.us](mailto:rg@ci.carmel.ny.us)

**REFERENCE: R2011-0007 Video Taping**

**2012**

	<u>Alesca Productions</u>	<u>Euro Video Productions</u>
Item # 1	\$23,000.00	\$21,000.00
Item # 2	\$16.00	\$15.00
Item # 3	\$5,250.00	No Bid

**2013**

	<u>Alesca Productions</u>	<u>Euro Video Productions</u>
Item # 1	\$23,900.00	\$21,000.00
Item # 2	\$15.00	\$15.00
Item # 3	\$5,150.00	No Bid

**2014**

	<u>Alesca Productions</u>	<u>Euro Video Productions</u>
Item # 1	\$24,400.00	\$22,800.00
Item # 2	\$14.00	\$15.00
Item # 3	\$5,000.00	No Bid

It must be noted that Euro Video's Bid Form was filled out incorrectly for this item. The Bidder specified a "monthly price", whereas an "annual price" was requested. This was subsequently clarified by the attached letter from Euro Video, and in this Department's opinion represented a patent defect made in good faith. As you know, the Town is permitted to waive any informality in the Bids received. The subsequent letter provided by Euro Video was received while the proposal results were in the possession of the Engineering Department, with no public disclosure. This clarification verifies that, in every case the item 1 ("Base Bid") pricing offered by Euro Video still represented the lower bid received.

Based upon the above information, and the past performance of Euro Video Productions, LLC who holds the Town's current video taping contract, we recommend that the Bid be awarded to Euro Video Productions at the above stated prices.

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

**RESOLUTION ACCEPTING PROPOSAL FOR OPERATION  
AND MAINTENANCE SERVICES CARMEL WATER DISTRICT #4**

RESOLVED that The Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #4, hereby accepts the proposal of Bee & Jay Plumbing, Mahopac, NY, to render operation and maintenance services in Carmel Water District #4 for the period of January 1, 2012 through December 31, 2012 at a cost not to exceed \$1,421.52 per month; and

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

Resolution

Offered by: Councilman Lombardi  
 Seconded by: Councilwoman McDonough

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

S  
E  
A  
L

I, Ann Garris, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 21<sup>st</sup> day of December, 2011; and of the whole thereof.

December 22, 2011  
Dated

Ann Garris  
Ann Garris, Town Clerk

1 orig: Town Clerk ✓  
1 orig: EuroVideo Prod file ✓  
1 orig: EuroVideo Paul Holman ✓  
cc: Twn Eng ✓ 1/27 BC

## CONTRACT

FOR

### Video Taping Services

R 2011-0007

BY AND BETWEEN THE TOWN OF CARMEL AND

#### Euro Video Productions, LLC

THIS AGREEMENT, made this 25 day of January, 2012, by and between **Euro Video Productions, LLC**, a Limited Liability Company organized and existing under the laws of the State of New York with offices at 9 Hazen Lane, Carmel New York 10512, hereinafter called the "Contractor" and the Town of Carmel, a municipal corporation of the State of New York, with offices located at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541, hereinafter called the "Owner."

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto numbered none.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the stated prices stipulated in the bid for the respective items of work completed.

Article 3. Contract Documents. The Contract Documents shall consist of the following (including their attachments and exhibits):

- a. This Agreement
- b. Request for Proposals (R2011-0007) dated September 13, 2011
- c. Addenda if any
- d. Signed Proposal from Euro Video Productions, LLC received on October 14, 2011
- e. Letter from Euro Video Productions, LLC dated October 17, 2011

THIS AGREEMENT, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

Article 4. Contract Duration - In accordance with the terms of the Request for Proposals (R2011-0007) dated September 13, 2011 and Signed Proposal from Euro Video Productions, LLC, received on October 14, 2011.

Article 5. Integration All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract. Any documents or materials not specifically referenced herein shall be deemed to be expressly excluded.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

ATTEST:

**Euro Video Production, LLC**  
(Contractor)

BY  \_\_\_\_\_

TITLE owner  
(Affix Corporate Seal Here)

TAX ID # 26-4620500

TOWN OF CARMEL

  
\_\_\_\_\_  
(Owner)

BY: Kenneth Schmitt  
TOWN SUPERVISOR

STATE OF NEW YORK)  
COUNTY OF PUTNAM )

ss:

On the 27<sup>th</sup> day of January, 2012 before me personally came Kenneth Schmitt to me known, who, being by me duly sworn, did depose and say that he resides in Mahopac, New York; that he is the Supervisor of the Town of Carmel, the municipal corporation described in the foregoing instrument and that his signature was affixed pursuant to a resolution of the Town Board of the Town of Carmel enacted on 12/21/11.

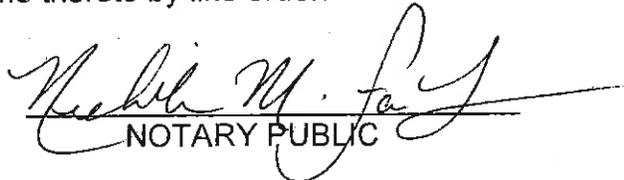
  
NOTARY PUBLIC

PHYLLIS HUNT BOURGES  
Notary Public, State of New York  
No. 4796459  
Qualified in Putnam County  
Certificate Filed in New York County  
Commission Expires July 31, 2013

STATE OF NEW YORK)  
COUNTY OF PUTNAM )

ss:

On the 25<sup>th</sup> day of January, 2012 before me personally came Paul Holman, to me know, who, being by me duly sworn, did depose and say that he resides at 9 Hazen Lane Carmel NY 10512. That he is the Owner of Euro Video Productions LLC, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

  
NOTARY PUBLIC