

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

TOWN BOARD WORK SESSION
Wednesday, April 9, 2014 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Work Session:

1. Review of Town Board Minutes March 19, and April 2, 2014
 2. Police Chief Michael Cazzari- Consider Lease Agreement for Three (3) Police Vehicles
 3. Michael Spain, Spain Agency – Discussion/Update on NYMIR Renewal Proposal
 4. Richard Franzetti, PE, Town Engineer – Consider Change Order #2 to Contract C218-St. Michael's Terrace Stormwater Retrofit
 5. Richard Franzetti, PE, Town Engineer – Consider Advertise for Bids for Sludge Hauling, Removal and Disposal from Various Town Owned Wastewater Treatment Plants
 6. Richard Franzetti, PE, Town Engineer – Presentation of MS4 Annual Report
 7. James Gilchrist, Director of Recreation & Parks and Nicholas Granata, Eagle Scout Candidate- Presentation of Proposed Eagle Scout Project
 8. James Gilchrist, Director of Recreation & Parks- Consider Agreement with Carmel Rams Youth Lacrosse and United Soccer for the Use of Camarda Park Playing Fields
 9. James Gilchrist, Director of Recreation & Parks – Consider Agreement with Carmel Central School District for use of Athletic Fields
 10. James Gilchrist, Director of Recreation & Parks-Consider Awarding Bid for Grass Cutting in Various Town Owned Parks
 11. Lake Secor Park District-Consider Approval and Distribution of Annual Newsletter
 12. Glenn Droese, Town Assessor-Consider Proposal for Scanning Services Related to Town Wide Reassessment Project
- **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. Councilman Lupinacci, Robert Vara & Donna Esteves, Engineering Dept. – Municipal Garbage Contract Negotiations

Michael Cazzari
Chief of Police

**TOWN OF CARMEL
POLICE DEPARTMENT**
60 McAlpin Avenue
Mahopac, New York 10541

(845) 628-1300
Fax (845) 628-2597
www.carmelny.org/police

#2

Memorandum

To: Supervisor Kenneth Schmitt and Carmel Town Board

☒ Work Session 4/9/14

From: Chief Michael Cazzari

☐ Agenda _____

Date: April 9, 2014

Ref: Authorization to lease police vehicles

Attached is the lease agreement for the purchase of three (3) new 2013 Chevrolet Caprice PPV, to replace our aging fleet of Ford Crown Victoria police sedans. Our current fleet has high mileage and the vehicle repair costs are far above the amount budgeted each year; 2013 budget \$69,000 expenditures \$105,048.68; 2012 budget \$66,000 expenditure \$91,020.73 and 2014 budget \$81,418.67 expenditure up until last month was \$20,777.38.

The dealership we are purchasing these police vehicles is Driver's Village, 5885 East Circle Drive, Cicero, New York 13038.

Please authorize the signing of this lease through Ally Financial the amount of \$32,883.17 annual payment.

Respectfully,

M Cazzari

Michael Cazzari
Police Chief





INSTRUCTIONS FOR COMPLETING THE ALLY MUNICIPAL LEASE AGREEMENT (Dealer)

Outlined below are the instructions to properly complete the Agreement.

1. First payment of \$ 32883.17 will be due upon delivery. Dealer should keep the first payment.
2. Proceeds in the amount of \$ 61313.47 should be drafted or Smartcashed.
3. Please have the Municipal Official *SIGN and DATE* the signature lines on the right side of:
 - a. Page 5 (only the top right signature line);
 - b. the **Municipal Certificate**; Page 6;
 - c. the **Delivery & Acceptance Certificate**; Page 7; and
 - d. the **Schedule B - Amortization Schedule**; Page 8.

The Municipal Official is the person who has the authority to obligate the municipality.

4. The Attorney for the Municipality must sign and date the Opinion of Counsel on the bottom right side of page 5.
5. A person (other than the authorized Municipal Official) must sign on the left side of the **Municipal Certificate - Page 6** to Attest to the truth of the statement. Also, write or type the name of the authorized Municipal Official in the first blank spot on **Page 6**.
6. Fill in the Equipment Location on the Delivery & Acceptance Certificate. This is the address where the vehicle will be garaged.
7. Leave all Ally signature spots blank; an Ally representative will sign there.

IMPORTANT: Vehicles must be titled in the NAME of the MUNICIPALITY with Ally Financial P.O. Box 23020, Jacksonville, FL, 32241 recorded as LIENHOLDER.

Once the Agreements have been executed as outlined above (with no alterations), forward both originals to the Ally Contract Processing Center at 2911 Lake Vista Dr, Lewisville, TX 75067 with the following:

- a copy of the application(s) for title
- a copy of the manufacturer's invoice(s), chassis & body (if applicable)
- evidence of insurance, form 685 DLP
- a signed Ally Financial Credit Application



MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSEE: Town of Carmel Police Dept
LESSOR: Ally Financial

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease").

1 TERM. This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue for the term set forth in Schedule B attached hereto ("Lease Term").

2 RENT Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of time periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. DELIVERY AND ACCEPTANCE Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4 DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5 NON-APPROPRIATION OF FUNDS NON-SUBSTITUTION. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the date of such termination.

Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it or by it for the acquisition, retention or operation of the Equipment; or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. CERTIFICATION AND AUTHORIZATION. Lessee represents, covenants and warrants that it is a state or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof, (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest.

8. USE, REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies, regulations relating to and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION INSPECTION. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however (a) taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date pay Lessor (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B in the event that Lessee is obligated to make such payment with respect to less than all of the Equipment. Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

13. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate or building.

14 **INSURANCE** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insured as shall be satisfactory to Lessor, or, with Lessor's consent may self-insure against any or all such risks, in no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

15 **INDEMNIFICATION** Lessee shall indemnify Lessor against and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities including attorney's fees and court costs, arising in connection with the Equipment including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

16 **ASSIGNMENT AND SUBLEASE.**

(a) Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17 **EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof, or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the equipment to Lessor in the manner set forth in Section 5 hereof; or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder, and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19 **PURCHASE OPTION** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default or an event which with notice to lapse of time or both, could become an Event of Default, then existing Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

20. REPORTING REQUIREMENTS Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the 'Code') in the event Lessor solely on account of Lessee's failure to comply with such information reporting requirements is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee

21. NOTICES All notices to be given under this Lease shall be made in writing and mailed by certified mail return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing

22. SECTION HEADINGS All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease

23. GOVERNING LAW This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith constitute the entire agreement between the parties with respect to the lease of the Equipment and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof

(Lessor)
Ally Financial

(Lessee)
Town of Carmel Police Dept
60 McAlpin Ave
Mahopac NY 10541

By [Signature]
Title Asst. Secretary
Date 4-8-14

By _____
Title _____
Date: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement (Lease) dated _____ by and between Ally Financial and the Lessee I am of the opinion that (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true, (iv) ~~the Lessee has sufficient assets available to make all payments cash to its parent company during the current year~~ and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment

UPON INFORMATION
AND BELIEF

By [Signature] TOWN COUNSEL
TOWN OF CARMEL, NY
Attorney for Lessee
Date MARCH 5, 2014

MUNICIPAL CERTIFICATE

I, KENNETH SCHMIT of Town of Carmel Police Dept TOWN SUPERVISOR hereby certify that the Municipal Lease Purchase Agreement, dated _____ between Ally Financial as Lessor and Town of Carmel Police Dept as Lessee, leasing the Equipment described was executed by me on the 5 day of MARCH 2014, and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the Town of Carmel Police Dept has not been withdrawn and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed.

I also certify that payment due by Town of Carmel Police Dept under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available unexhausted and unencumbered appropriation of the municipality of the Town of Carmel Police Dept.

IN WITNESS WHEREOF, I have set my hand this 5 day of MARCH 2014.

Attest:

[Signature]
(Signature)

WITNESS

TOWN CLERK

(Title)

Agency Official

(Signature)

TOWN SUPERVISOR

(Title)

SCHEDULE B

Payment Schedule to the Lease Agreement dated _____

Customer	Town of Carmel Police Dept
Dealer	DRIVERS VILLAGE, INC
Equipment	Chevrolet Caprice PPV
Equipment	Chevrolet Caprice PPV
Equipment	Chevrolet Caprice PPV
Term	36 months
Annual Percentage Rate	5.89%
First Payment	Advance
Amount Financed	\$ 32883.17
Payment Amount	\$ 32883.17
Total Interest	\$ 5385.51
End of Lease Purchase Option	\$ 1 per unit

#OF PMTS MADE	PAYMENT	CUSTOMERS BALANCE	BALANCE: PERCENT OF COST	REDUCTION IN PRINCIPAL	INTEREST ON PRINCIPAL
0	\$32883.17	\$60380.83	64.74%	\$32883.17	\$0.00
0	\$32883.17	\$31054.08	33.30%	\$29326.74	\$3556.43
0	\$32883.17	\$0.01	0.00%	\$31054.08	\$1829.09

(Lessor)
 Ally Contract Processing Center
 2911 Lake Vista Dr.
 Lewisville TX 75067

(Lessee)
 Town of Carmel
 60 McAlpin Ave
 Mahopac, NY

By: *[Signature]*
 Title: Asst. Secretary
 Date: 4-8-14

By: *[Signature]*
 Title: TOWN SUPERVISOR
 Date: 3/5/14

Delivery and Acceptance Certificate

3 Vehicle(s) for Municipal Lease/Purchase

Payment Structure 3 Annual

An annual rate of \$ 89

#	Year	Make	Model	Vin	Application#	Cost	Payment
0	2013	Chevrolet	Caprice PPV	6G1MK5J25DL807621	1022769527	31088.00	10961.0
0	2013	Chevrolet	Caprice PPV	6G1MK5U2XDL807629	1022769527	31088.00	10961.0
0	2013	Chevrolet	Caprice PPV	6G1MK5U25DL807652	1022769527	31088.00	10961.0

Total Cost of the vehicle (s): \$ 93264. Total Payments: \$ 32883.17

Equipment Location (Garaged at) 60 McMillin Ave MATTHEWS, NY 10541

Under the Municipal Lease Agreement dated _____ (Lease) between Ally Financial (the Lessor) and the undersigned Lessee, the Lessee hereby certifies that the vehicle (s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessor)

(Lessee)

Ally Financial

Town of Carmel Police Dept.

By

By

Date

Date

[Signature]
4-8-14

[Signature]
3/5/14

DRIVER'S VILLAGE • 5885 EAST CIRCLE DRIVE • CINCINNATI, OHIO 45215 • (513) 452-1556

VEHICLE PURCHASE AGREEMENT • NY State Facility Number 7100366

BUYER: CARMEL TOWN OF POLICE DEPARTMENT DATE: 04/03/14 HOME PHONE: N/A
STREET: 60 MCCLURE BLVD. CELL PHONE: N/A BUSINESS PHONE: (845) 220-1300
CITY: MONROE STATE: NY ZIP: 10551 FAX NUMBER: N/A

CO-BUYER: N/A CUSTOMER E-MAIL ADDRESS: N/A

I AGREE TO PURCHASE FROM YOU ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT THE FOLLOWING VEHICLE:

NEW	YEAR	MAKE	MODEL	BODY	COUSE	SALES MANAGER	DELAWARE COORDINATOR	SALES PERSON
USED	2013	CHEVROLET	CAPRICE	4DSD	LT/SY	DEDE, CHRISTOPH		BARR, BRUCE
DEMO						VIN		STOCK NO.
						6G1MK5U2XDL807629		813101332
WSP#		MILES	564	DATE	04/03/14	TOTAL SELLING PRICE	\$	30,990.00

(PURCHASE) GEOMETER MILEAGE STATEMENT
I hereby certify that the odometer reading is correct to the best of my knowledge and belief. I have no knowledge of any other odometer reading for this vehicle. I have no knowledge of any other odometer reading for this vehicle. I have no knowledge of any other odometer reading for this vehicle.

DRIVER'S VILLAGE INC. State that the odometer on the vehicle described below now reads: 564 miles/kilometers.

(Check one box only)
I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described herein.
I hereby certify that to the best of my knowledge the odometer reading reflects the actual mileage in excess of designed mechanical odometer trip of 99,999 miles/kilometers of the vehicle described herein.
I hereby certify that to the best of my knowledge the odometer reading as stated above is NOT the actual mileage of the vehicle described herein and would not be relied upon.

MAKE	MODEL	BODY TYPE	YEAR
CHEVROLET	CAPRICE	4DSD	2013
VEHICLE IDENTIFICATION NUMBER			
6G1MK5U2XDL807629			

(Check one box only)
I hereby certify that the odometer of said vehicle was not altered, set back, or disconnected while in my possession, and I have no knowledge of anyone doing so.
I hereby certify that the odometer was altered for repair or non-representation purposes while in my possession, and that the mileage registered on the registered or non-represented odometer is incorrect to the best of my knowledge.
I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the altered or replacement odometer was incapable of registering the same mileage that it was reset to prior to the alteration or replacement of the odometer before repair was made.

CONSUMER INFORMATION

Exemption From Title: 03/31/14 Place of Delivery: Cicero
If the new motor vehicle is sold to a consumer who is not a resident of the State of New York, the dealer is exempt from the payment of title and license fees on the vehicle if the dealer is a resident of the State of New York.

PRIOR USE CERTIFICATION REQUIRED BY VEHICLE AND TRAFFIC LAW 414.1.1. PRIOR USE OF THE VEHICLE WERE AS A POLICE VEHICLE, TAXICAB, DRIVER EDUCATION VEHICLE OR RENTAL VEHICLE. THE PRIOR USE OF THIS VEHICLE WAS: A POLICE VEHICLE
A TAXICAB A DRIVER EDUCATION VEHICLE A RENTAL VEHICLE

*The amount reported on the sales contract is based on the dealer's estimate of the vehicle's value. In some cases, the dealer's estimate may be different from the actual value of the vehicle. The dealer will automatically add 20% of the dealer's estimate of the vehicle's value to the sales contract price.
Date: 04/03/14

THE ORIGINAL DEALER APPLICATION FOR REGISTRATION FEE IS NOT A NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEE. USE OF A LEASE OR FINANCE RECORD ON THE DEALER'S SALES CONTRACTS (PLATES) YOU MAY HAVE TO RE-APPLY FOR REGISTRATION FOR SUCH RECORDS AND/OR CERTIFICATE OF TITLE TO THE MOTOR VEHICLE.

IF YOU AGREE TO ASSUME IN DETAIL AND FINANCE ANY PART OF THE PURCHASE PRICE OF THIS VEHICLE, YOU WILL BE REQUIRED TO SIGN ALL PARTS OF THE CREDIT TERMS AND PRESENT TO ME BY ACCORDANCE WITH SECTION 27.1 (b) IN JEROME AND NOT ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THE ORDER FROM MY POINT OF REFERENCE.

IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND READY TO BE DRIVEN UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE FOR THE PUBLIC AT THE TIME OF DELIVERY.

CONTRACTUAL OBLIGATION FOR LEASED VEHICLE ONLY
THE INFORMATION YOU SEE ON THE APPROVED FORM FOR THIS VEHICLE IS PART OF THE CONTRACTUAL OBLIGATION ON THE WHOLE. IT IS PART OF THE CONTRACTUAL OBLIGATION ON THE WHOLE.

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE BUYER AND THE BUYER.

SALES MANAGER: DEDE, CHRISTOPH
DELAWARE COORDINATOR: BARR, BRUCE
STOCK NO: 813101332

ITEMS	AMOUNT	TOTAL
TOTAL SELLING PRICE	\$	30,990.00
TRADE-IN ALLOWANCE	\$	N/A
NET DIFFERENCE	\$	30,990.00
NYS SALES TAX COUNTY: N/A	\$	N/A
DEALER FEE*	\$	15.00
PLUS 1% INSPECTION	\$	10.00
TOTAL PRICE OF VEHICLE AND TAX	\$	31,015.00
PAID OFF	\$	N/A
PAID	\$	12.50
TOTAL AMOUNT DUE	\$	31,027.50
REGISTRATION (ESTIMATED)**	\$	N/A

REPRESENTATION
DEBATE: N/A
REBATE: N/A
CASH DEPOSIT: N/A
CASH ON DELIVERY: N/A
AMOUNT FINANCED TOTAL IN AMOUNT DUE: 31,027.50

TERMS: ALL Y FINANCIAL TERM: 3 MONTH

THE TRADE-IN

YEAR	MAKE	MODEL	BODY	COLOR	CC	TRANS
N/A	N/A	N/A	N/A	N/A	N/A	N/A
DATE HOLDING LEN		PLATE NO		EXPIRY		
N/A						
BANK ADDRESS: N/A		BANK PHONE: N/A		BANK NAME: N/A		
BANK ACCOUNT: N/A		BANK TYPE: N/A		BANK CITY: N/A		
BANK STATE: N/A		BANK ZIP: N/A		BANK COUNTRY: N/A		

I HEREBY STATE THAT THERE ARE NO LENS OR RECORDS ON THE VEHICLE THAT I AM TRADING OTHER THAN THOSE STATED ABOVE AND THAT THE VEHICLE I AM TRADING DOES NOT HAVE A SALVAGE, FLOOD, RECONSTRUCTED OR A NEW UNREGISTERED TITLE.

DATE: BUYER'S SIGNATURE

I HAVE READ THE TERMS ON BOTH SIDES OF THIS AGREEMENT AND ACCEPT THEM AS STATED.

BUYER'S SIGNATURE: DATE: 04/03/14

CO-BUYER'S SIGNATURE: DATE:

APPROVED BY: DATE: 04/03/14

SEE OTHER SIDE FOR ADDITIONAL TERMS.

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE BUYER AND THE BUYER.

VEHICLE PURCHASE AGREEMENT • NY State Facility Number 7100360

CUSTOMER: N/A
CUSTOMER EMAIL ADDRESS: N/A

[illegible]

(PURCHASE) ODOMETER MILEAGE STATEMENT

[illegible]

I hereby certify that to the best of my knowledge and belief the reciting as set forth above contains the true substance of the written document.

TOTAL PRICE OF VEHICLE INC. TAX		=	\$ 31,875.
---------------------------------	--	---	------------

CHEVROLET	CAPRICE	4050	18.5
TOTAL ADOPTION			31,058

(Check one box only)	REGISTRATION
<input type="checkbox"/> I am not a U.S. person or a U.S. resident, and I am not a U.S. citizen.	

CASH DEPOSIT	1	1
--------------	---	---

Amount financed (Total sales price minus the down payment) \$ 21,000.

THE TRADE4N

[illegible]

#The white envelope has the name "JAMES EARL RAY" written on it in black ink. The name is written in all capital letters and is centered on the envelope. The envelope is addressed to "JAMES EARL RAY" and is dated "MAY 1968".

Page 10

1. I, the undersigned, being duly sworn, depose and say that the above is a true and correct copy of the original document as the same appears in the files of the Department of the Army, and that the same is a true and correct copy of the original document as the same appears in the files of the Department of the Army.

DATE _____ SIGNATURE _____

DATE 04/05/11

CONFIDENTIAL - DISCONTINUED RELEASE ONLY

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS SOURCE IS PART OF THE INFORMATION ON THE VEHICLE DATA SYSTEM. SEE THE INFORMATION ON THE

04/03/1

White - Office	Yellow - Customer	Pink - New Car Loan	Unrecorded - Used Car Loan
----------------	-------------------	---------------------	----------------------------

University of Illinois at Chicago

VEHICLE PURCHASE AGREEMENT • NY State Facility Number 7107365

BUYER: JAMES J. OF POLICE DEPARTMENT

DATE: 04/03/14

HOME

PHONE

N/A

STREET: 66 WALDEN AVENUE

CELL

N/A

BUSINESS

PHONE

(845) 622-1300

CITY: WINDSOR

STATE: NY

ZIP: 10511

FAX

NUMBER

CO-BUYER: N/A

CUSTOMER

E-MAIL ADDRESS:

N/A

I AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE:

NEW/USED	YEAR	MAKE	MODEL	BODY	COLOR
USED	2013	CHEVROLET	CAPRICE	4DR	LT/GY
MSRP		MILES	581	DATE	04/03/14

(PURCHASE) ODOMETER DISCLOSURE STATEMENT

Federal regulations require you state the odometer mileage upon transfer of ownership. An inaccurate or deceptive statement may make you liable for damages to your titleholder, to attorney fees, and to the Department of Motor Vehicles, pursuant to sections 406, 412, and 413 of the Motor Vehicle Information and Cost Savings Act (16 USC § 406-413), as amended by Pub. L. 104-356.

DRIVER'S VILLAGE INC

State that the odometer on the

vehicle described below now reads:

581

miles.

(Check one box only)

I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the actual mileage of the vehicle described below.

I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of (disregard mechanical odometer limit of 99,999 miles) known to me at the time of purchase.

I hereby certify that to the best of my knowledge the odometer reading as stated above is NOT the actual mileage of vehicle described below and should not be relied upon.

MAKE	MODEL	TRUCK TYPE
CHEVROLET	CAPRICE	4DR
VEHICLE IDENTIFICATION NUMBER	YEAR	
6G1MK5U25DL807652	2013	

(Check one box only)

I hereby certify that the odometer of said vehicle was not altered, set back, or falsified in any way, and that the odometer reading as stated above is correct to the best of my knowledge at this time.

I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer is different from that before such service.

I hereby certify that the odometer was altered for repair or replacement purposes while in my possession, and that the repaired or replacement odometer was in a capsule or other device that the same mileage that it was reset to, and that the mileage on the original odometer is the one for your before repair.

CONSUMER INFORMATION

Estimated Delivery Date: 04/03/14

If the dealer does not deliver the vehicle by the date stated, the consumer has the right to cancel the contract and receive a full refund of the down payment and any other amounts paid to the dealer.

PROVIDE CERTIFICATION REQUIRED BY VEHICLE AND TRAFFIC LAW AS A PRINCIPAL PRIOR USE OF THE VEHICLE WERE AS A POLICE VEHICLE, TAXICAB, TRAVEL EDUCATION VEHICLE OR RENTAL VEHICLE. THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS: A POLICE VEHICLE, A TAXICAB, A DRIVER EDUCATION VEHICLE, OR RENTAL VEHICLE.

The amount indicated on this sales contract is based on the agreement for registration and title fees, and in some instances, may include the actual fees due the Commissioner of Motor Vehicles. The dealer will automatically add with any other fees of issuing such title and registration, and any other amount needed for such fees.

Customer Initials: Date: 04/03/14

A \$100.00 DEALER APPLICATION PROCESSING FEE IS NOT A NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLE FEE. UNLESS A FEE IS BEING RECORDED BY THE DEALER ISSUED NUMBERED PLATES, THE FEE IS NOT A FEE OF ANY AGENCY OR FOR REGISTRATION AND/OR CERTIFICATE OF TITLE TO ANY MOTOR VEHICLE.

If you agree to a payment plan, you are agreeing to pay for any part of the purchase price. THIS ORDER SHALL BE IN FULL UPON YOU. ALL OF OUR CREDIT TERMS ARE SUBMITTED TO THE CREDIT AGENCY FOR REVIEW. IF THE CREDIT AGENCY DOES NOT ACCEPTED YOUR CREDIT, WE DO NOT ACCEPT THE ORDER. YOUR CREDIT WILL BE REJECTED.

If this motor vehicle is classified as a used motor vehicle, the dealer certifies that the entire vehicle is in condition and repair to meet the minimum standards of the Department of Motor Vehicles for the public highway at the time of delivery.

CONTRACT ALL INFORMATION FOR USED VEHICLE ONLY. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT INFORMATION ON THE WINDOW FORM. PLEASE REVIEW THE INFORMATION ON THE CONTRACT OF SALE.

SALES MANAGER: JEROME CHRISTOPHER
DELIVERY COORDINATOR: N/A
SALESPERSON: N/A

581MK5U25DL807652
30,990.50

N/A
N/A

N/A
N/A

30,990.50
N/A

75.00
10.00

31,075.50
N/A

12.50
31,088.00

N/A
N/A

N/A
N/A

31,088.00
3 MONTH

ALLY FINANCIAL
N/A

N/A
N/A

N/A
N/A

N/A
N/A

N/A
N/A

N/A
N/A

N/A
N/A

N/A
N/A

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

Print - Office

Print - Customer

Print - New Car Buyer

Print - Used Car Buyer

Richard J. Franzetti, P.E.
Town Engineer



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

#4

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

☒ Work Session 4/9/14
☐ Agenda _____

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti P.E., Town Engineer *RJF*
Date: March 27, 2014
Cc:
Re: Change Order #2- Contract C218- St. Michael's Terrace Stormwater Retrofit

As the Board is aware, the referenced project was awarded to Earth Alterations, LLC. Contracts were signed and a NOTICE TO PROCEED was issued by this department on December 19, 2013. The construction access for the project is by way of the Dill Preserve, owned by Putnam County. Permission from the county has been sought and has been received. Due to the severe weather conditions of this past winter access to the site has been hindered, thus resulting in a delay. This delay is not caused by the Contractor. In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize Work Change Order #2 (attached). This will extend to contract time from 105 calendar days to 165 calendar days (a 60 day increase). The proposed contract completion date would then be on or before June 3, 2014.

There is no monetary increase in this Change Order.

We recommend that the Board approve Change Order #2 and authorize the Supervisor to sign the same.

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

CHANGE ORDER No. 2

PROJECT: C218 – St. Michael's Terrace MS4 Retrofit

DATE OF ISSUANCE: April 2, 2014

OWNER: TOWN OF CARMEL

CONTRACTOR: Earth Alterations, LLC

ENGINEER: Town of Carmel Engineering Department

PROJECT NO: C218

You are hereby directed to make the following changes in the Contract Documents.

Description: Increase contract time by 60 calendar days. No net increase in contract dollar value. Original Notice to Proceed was issued on December 19, 2013. The work was to be completed on or before February 2, 2014. Change Order #1 was issued on January 21, 2014. The work was to be completed by April 3, 2014. The new proposed completion date is June 3, 2014

Purpose of Change Order: To provide extra time to complete the contract scope of work.

Attachments: (List documents supporting change)
NONE

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 45,500.00

CHANGE IN CONTRACT TIME:

Original Contract Time

\$ 45
days or date

Previous Change Orders No. 1 to No. 2

Net change from previous Change Orders

\$ 0.00

- 60 -
days

Contract Price prior to this Change Order

Contract Time Prior to this Change Order

\$ 45,500.00

105
days or date

Net Increase ~~(decrease)~~ of this Change Order

Net Increase ~~(decrease)~~ of this Change Order

\$ 0.00

60 days from issuance of Change Order # 2
days

Contract Price including this Change Order

Contract Time including this Change Order

\$ 0.00

165
days or date

RECOMMENDED:

ACCEPTED:

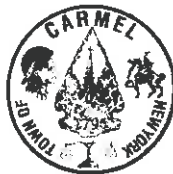
APPROVED:

By Richard J. Franzetti
Engineer

By _____
Contractor

By _____
Owner

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

☒ Work Session 4/9/14

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board

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

Date: April 3, 2014

Re: Sludge Hauling, Removal and Disposal from Wastewater Treatment Plants at Various Locations in the Town of Carmel – C225

Presently sludge from Carmel Sewer Districts 2, 4, 5, 6, and 7 are hauled to offsite locations for disposal. This service is currently provided by Mahopac Septic. It should be noted that our current contract with Mahopac Septic expired in the spring of 2013.

Based upon the past two years of invoices it is anticipated that the pricing for this project will exceed the GML threshold of \$35,000.00. As this is the case, the Board would have to authorize formal, public bidding in conformance with GML.

I therefore respectfully request that the Board placed on your next Town Board work session agenda authorize this project for public bid. Should the Board have any questions, please don't hesitate to contact my office.

Richard J. Franzetti, P.E.
Town Engineer



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

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

#6

☒ Work Session 4/9/14

☐ Agenda _____

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti P.E., Town Engineer *RJF*
Date: April 3, 2014
Re: DRAFT Annual MS4 Report

As the Board is aware, the federally mandated regulation known as Stormwater Phase II, requires permits for stormwater discharges from Municipal Separate Storm Sewer Systems (MS4s) in urbanized areas.

The Town of Carmel is an MS4 community and as such we are required to develop and submit an annual report under the New York State Department of Environmental Conservation (NYSDEC) State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from MS4s (GP-0-1-002).

Attached for your consideration is the Draft Annual (MS4) Report and I respectfully request that this be placed the next Town Board Work session.

MCC form for period ending March 9,	2	0	1	4
-------------------------------------	---	---	---	---

SPDES ID							
N	Y	R	2	0	A	2	9

[illegible][illegible][illegible]

SPDES ID						
N	Y	R	2	0	A	

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2014

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

N Y R 2 0 A

SPDES ID

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SPDES ID

N Y R 2 0 A

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2	0	1	4
---------------------------------------	---	---	---

Name of MS4 | Town of Carmel

SPDES ID

N	Y	R	2	0	A	2	9	4
---	---	---	---	---	---	---	---	---

Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- An Annual Report for a single MS4
- A Single Entity (Per Part II.E of GP-0-10-002)
- A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

[illegible]

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 4

Name of MS4 Town of Carmel

SPDES ID

N Y R 2 0 A 2 9 4

Section 2 - Contact Information**Important Instructions - Please Read**Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☒ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name

K e n n e t h

MI

Last Name

S c h m i t t

Title

T o w n S u p e r v i s o r

Address

T o w n o f C a r m e l , 6 0 M c A l p i n A v e n u e

City

M a h o p a c

State

N Y

Zip

1 0 5 4 1 -

eMail

a m p 2 @ c i . c a r m e l . n y . u s

Phone

(8 4 5) 6 2 8 - 1 5 0 0

County

P u t n a m

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 4

Name of MS4 Town of Carmel

SPDES ID

N Y R 2 0 A 2 9 4

Section 2 - Contact Information**Important Instructions - Please Read**Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☐ Principal Executive Officer/Chief Elected Official
☐ Duly Authorized Representative
☒ Local Stormwater Public Contact
☒ Stormwater Management Program (SWMP) Coordinator
☒ Report Preparer

First Name

R i c h a r d

MI

J

Last Name

F r a n z e t t i P E

Title

T o w n E n g i n e e r

Address

T o w n o f C a r m e l , 6 0 M c A l p i n A v e n u e

City

M a h o p a c

State

N Y

Zip

1 0 5 4 1 -

eMail

r j f @ c i . c a r m e l . n y . u s

Phone

(8 4 5) 6 2 8 - 2 0 8 7

County

P u t n a m

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 4

Name of MS4 Town of Carmel

SPDES ID

N Y R 2 0 A 2 9 4

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☐ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

E a s t o f H u d s o n W a t e r s h e d C o r p

Partner/Coalition Name (con't.)

R a h u l V e r m a , P . E .

SPDES Partner ID - If applicable

N Y R 2 0

Address

P O B o x 1 7 6

City

P a t t e r s o n

State

N Y

Zip

1 2 5 6 3 -

eMail

r a h u l @ e o h w c . o r g

Phone

(8 4 5) 3 1 9 - 6 3 4 9

Legally Binding Agreement in accordance
with GP-08-002 Part IV.G.?

☐ Yes ☐ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1

☐ MM2

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-08-002 Part IX.

Development / implementation of retrofit program.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 4

Name of MS4 Town of Carmel

SPDES ID

N Y R 2 0 A 2 9 4

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

K e n n e t h

MI

Last Name

S c h m i t t

Title (Clearly print title of individual signing report)

T o w n S u p e r v i s o r

Signature

Date

/ /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

This report is being submitted for the reporting period ending March 9, 2014

2	0	1	4
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SPDES ID

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2014

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Carmel
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SPDES ID

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Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- ☒ Construction Sites
 - ☒ General Stormwater Management Information
 - ☐ Household Hazardous Waste Disposal
 - ☒ Illicit Discharge Detection and Elimination
 - ☒ Infrastructure Maintenance
 - ☐ Smart Growth
 - ☐ Storm Drain Marking
 - ☐ Green Infrastructure/Better Site Design/Low Impact Development
 - ☐ Other:
 - ☐ Pesticide and Fertilizer Application
 - ☒ Pet Waste Management
 - ☐ Recycling
 - ☐ Riparian Corridor Protection/Restoration
 - ☒ Trash Management
 - ☒ Vehicle Washing
 - ☒ Water Conservation
 - ☒ Wetland Protection
 - ☐ None

[illegible]

2. Specific audiences targeted during this reporting period:

- ☒ Public Employees
- ☒ Residential
- ☐ Businesses
- ☐ Restaurants
- ☐ Other:
- ☒ Contractors
- ☒ Developers
- ☒ General Public
- ☐ Industries
- ☐ Agricultural

[illegible]

MS4 Annual Report Form**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:☐ Construction Site Operators Trained

Trained

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☐ Direct Mailings

Mailings

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☒ Kiosks or Other Displays

Locations

				2
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☐ List-Serves

In List

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☐ Mailing List

In List

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☐ Newspaper Ads or Articles

Days Run

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☒ Public Events/Presentations

Attendees

	1	0	0	0
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☐ School Program

Attendees

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☐ TV Spot/Program

Days Run

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☒ Printed Materials:

Total # Distributed

		2	0	0
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Locations (e.g. libraries, town offices, kiosks)

E	n	g	i	n	e	e	r	i	n	g		D	e	p	t	.			
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☐ Other:

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☒ Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 1 4

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Carmel
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SPDES ID

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3. Web Page con't.: Provide specific web addresses - not home page.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel									
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SPDES ID

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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Increase awareness of stormwater related issues through distribution of pamphlets. Updated website and information on website.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

250 printed materials were distributed to the general public this year (business expo).

C. How many times was this observation measured or evaluated in this reporting period?

			1
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to distribute pamphlets in Town Hall. Continue to update information in the website

This report is being submitted for the reporting period ending March 9,

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How many MS4s contributed to this report?

# Events				1
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#	Comments				
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# Attendees				
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Sq. Ft.				
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# Drains				
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# Attendees					
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# Events	1	2	3	4	5
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[illegible]

☒ Yes ☐ No

# In List					
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# Days Run				
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# Days Run					
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☐ Other:

MCM 2 Page 1 of 6

MS4 Annual Report Form**This report is being submitted for the reporting period ending March 9, 2014**

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

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2. URL(s) con't.:**Please provide specific address(es) where notice(s) can be accessed - not home page.**

URL

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This report is being submitted for the reporting period ending March 9, 2014

SPDES ID

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Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

☒ Annual Report
 ☒ SWMP Plan
 ☐ Comments

T	o	w	n	o	f	C	a	r	m	e	l	E	n	g	i	n	e	e	r	i	n	g	D	e	p	t
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[illegible]

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☐ Annual Report ☐ SWMP Plan ☐ Comments

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												Zip						

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☐ Annual Report ☐ SWMP Plan ☐ Comments

[illegible][illegible]
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☒ Annual Report ☐ SWMP Plan ☐ Comments

www.carmelny.org/AnnualMS4Report

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(i	n		2	0	1	3)		

www.ci.carmel.ny.us/engineering

● eMail

○ Comments

www.ci.carmel.ny.us/users/rfrfran

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	4
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1	0
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 /

2	0	1	4
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4.b. For how many days was/will this report be posted?

	3	0
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If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?
☒ Yes ☐ No

If Yes, what was the date of the meeting?

0	4
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0	9
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2	0	1	4
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If No, is one planned?

☐ Yes ☐ No
5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?
☐ Yes ☒ No

If No, is one planned for each?

☐ Yes ☒ No
6. Were comments received during this reporting period?
☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Monitor number of comments received on SWMPP and Annual Report.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

No comments were received on the SWMPP or Annual Report this year.

C. How many times was this observation measured or evaluated in this reporting period?

			1
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to hold a public meeting and post the annual report on the Town's website to offer the public as many opportunities as possible to offer input and comments.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

SPDES ID

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Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

1. Enter the number and approx. percent of outfalls mapped:

		8	4	0
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 #

1	0	0
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 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- ☐ Auto Recyclers
 - ☐ Building Maintenance
 - ☐ Churches
 - ☐ Commercial Carwashes
 - ☐ Commercial Laundry/Dry Cleaners
 - ☒ Construction Vehicle Washouts
 - ☐ Cross-Connections
 - ☐ Distribution Centers
 - ☐ Food Processing Facilities
 - ☐ Garbage Truck Washouts
 - ☐ Hospitals
 - ☐ Improper RV Waste Disposal
 - ☐ Industrial Process Water
 - ☒ Other:
 - ☐ Landscaping (Irrigation)
 - ☐ Marinas
 - ☐ Metal Plateing Operations
 - ☐ Outdoor Fluid Storage
 - ☒ Parking Lot Maintenance
 - ☐ Printing
 - ☐ Residential Carwashing
 - ☐ Restaurants
 - ☐ Schools and Universities
 - ☐ Septic Maintenance
 - ☐ Swimming Pools
 - ☐ Vehicle Fueling
 - ☐ Vehicle Maint./Repair Shops
 - ☐ None

● Other:

[illegible]

○ Sewersheds:

[illegible]

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

N	Y	R	2	0	A	2	9	4
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☐ Broken Lines From Sanitary Sewer ☐ Industrial Connections
☐ Cross Connections ☐ Inflow/Infiltration
☐ Failing Septic Systems ☐ Pump Station Failure
☐ Floor Drains Connected To Storm Sewers ☒ Sanitary Sewer Overflows
☐ Illegal Dumping ☐ Straight Pipe Sewer Discharges
☐ Other: _____ ☐ None

[illegible]

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 1 4

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition	Town of Carmel
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SPDES ID

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8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

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9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ☒ Yes ☐ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ☒ Yes ☐ No ☐ NT

- 11. What percent of staff in relevant positions and departments has received IDDE training?**

	5	0	%
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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Town shall perform annual dry weather screening of outfalls during routine maintenance operations to identify potential illicit discharges.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Two potential illicit discharges were detected. Both potential illicit discharges were investigated. One was eliminated. The other was illicit discharge.

C. How many times was this observation measured or evaluated in this reporting period?

			1
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue dry weather outfall screening to identify potential illicit discharges.

MS4 Annual Report Form**This report is being submitted for the reporting period ending March 9,**

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

☒ On behalf of an individual MS4☐ On behalf of a coalitionHow many MS4s contributed to this report?

--	--	--

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ☒ Yes ☐ No**1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?** ☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☐ 09/2004 ☒ 03/2006 ☐ NT**2. Does your MS4/Coalition have a SWPPP review procedure in place?** ☒ Yes ☐ No**3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

	1	2
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4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ☒ Yes ☐ No ☐ NT

If Yes, how many public comments were received during this reporting period?

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5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ☐ Yes ☒ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

<input checked="" type="radio"/> Notices of Violation	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Stop Work Orders	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Criminal Actions	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Termination of Contracts	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Administrative Fines	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Civil Penalties	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Administrative Orders	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	<input type="radio"/> No Authority
<input checked="" type="radio"/> Enforcement Actions or Sanctions	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	0	
<input type="radio"/> Other	#	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="radio"/> No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

T	o	w	n	o	f	C	a	r	m	e	l
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SPDES ID

N	Y	R	2	0	A	2	9	4
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		8
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		5
--	--	---

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once? ☐ NT

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? ☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? ☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? ☐ Yes ☐ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form**This report is being submitted for the reporting period ending March 9,**

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

T	o	w	n	o	f	C	a	r	m	e	l
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SPDES ID

N	Y	R	2	0				
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6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department

T	o	w	n	o	f	C	a	r	m	e	l	E	n	g	i	n	e	e	r	i	n	g	D	e	p	t
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Address

6	0		M	c	A	l	p	i	n	A	v	e	n	u	e											
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City

M	a	h	o	p	a	c								
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N	Y
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Zip

1	0	5	4	1	-				
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Phone

(8	4	5)	6	2	8	-	2	0	8	7
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○ Library

Address

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City

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Zip

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Phone

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○ Other

Address

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City

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Zip

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Phone

()				-				
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○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

N	Y	R	2	0			
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Review SWPPP's through planning process to ensure compliance with the General Permit GP-0-10-001, NYS Stormwater Management Design Manual, and NYS Standards and Specifications for Erosion & Sediment Control.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

100% of SWPPP's requiring coverage under the General Permit GP-0-10-001 were reviewed for conformance with the General Permit requirements, NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion & Sediment Control. Comments were issued for deficient SWPPP's.

C. How many times was this observation measured or evaluated in this reporting period?

		1	2
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to review SWPPP's in accordance with the General Permit GP-0-10-001 requirements, the NYS Stormwater Management Design Manual, and NYS Standards and Specifications for Erosion & Sediment Control.

This report is being submitted for the reporting period ending March 9, 2014

Name of MS4/Coalition **Town of Carmel**

N	Y	R	2	0	A	2	9	4
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How many MS4s contributed to this report?

	# Inventoried	# Inspections	# Times Maintained
<input type="radio"/> Alternative Practices	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
<input type="radio"/> Filter Systems	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
<input type="radio"/> Infiltration Basins	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
<input type="radio"/> Open Channels	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
<input checked="" type="radio"/> Ponds	<div><div></div><div>6</div><div>5</div></div>	<div><div></div><div>6</div><div>5</div></div>	<div><div></div><div></div><div>0</div></div>
<input type="radio"/> Wetlands	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
<input type="radio"/> Other	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>

☐ Yes ☒ No

☐ Building Codes ☒ Municipal Comprehensive Plans
☐ Overlay Districts ☐ Open Space Preservation Program
☒ Zoning ☐ Local Law or Ordinance
☐ None ☒ Land Use Regulation/Zoning
☒ Watershed Plans ☐ Other Comprehensive Plan
☐ Other:

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

N	Y	R	2	0	A	2	9	4
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
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5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	3	3
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

N	Y	R	2	0	A	2	9	4
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMP in this reporting period.

Inventory and inspect post-construction stormwater management practices within municipal boundaries.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

65 post-construction stormwater management practices were inventoried and inspected this year in accordance with the NYS Stormwater Management Design Manual.

C. How many times was this observation measured or evaluated in this reporting period?

		6	5
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to inventory and inspect post-construction stormwater management practices within municipal boundaries.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

N	Y	R	2	0	A	2	9	4
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

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1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Self-Assessment</u> <u>Operation/Activity/Facility</u> <u>performed within the past 3</u> <u>years?</u>					
<u>Addressed in SWMP?</u>						
	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Bridge Maintenance.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No		<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Solid Waste Management.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
New Municipal Construction and Land Disturbance..	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Marine Operations.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No		<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Hydrologic Habitat Modification.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No		<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Parks and Open Space.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Municipal Building.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No		<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Other.....	<input type="radio"/> Yes	<input checked="" type="radio"/> No		<input type="radio"/> Yes	<input checked="" type="radio"/> No	

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

N	Y	R	2	0	A	2	9	4
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2. Provide the following information about municipal operations good housekeeping programs:

- Parking Lots Swept (Number of acres X Number of times swept) # Acres

				8
--	--	--	--	---
- Streets Swept (Number of miles X Number of times swept) # Miles

		1	7	0
--	--	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary #

	1	0	0	0
--	---	---	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

				0
--	--	--	--	---
- Phosphorus Applied In Chemical Fertilizer # Lbs.

				0
--	--	--	--	---
- Nitrogen Applied In Chemical Fertilizer # Lbs.

	5	0	0	0
--	---	---	---	---
- Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

			0	.	0
--	--	--	---	---	---

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				0
--	--	--	--	---

4. What was the date of the last training?

1	1	/	2	0	/	2	0	0	8
---	---	---	---	---	---	---	---	---	---

5. How many municipal employees have been trained in this reporting period?

		1
--	--	---

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

	3	3	%
--	---	---	---

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

T	o	w	n	o	f	C	a	r	m	e	l
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SPDES ID

N	Y	R	2	0	A	2	9	4
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Annually inspect and maintain approximately 25% of the stormwater collection system and drainage structures.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

This year 1,000 or approximately 25% of the Town's drainage structures were inspected, cleaned, and maintained as necessary.

C. How many times was this observation measured or evaluated in this reporting period?

1	0	0	0
---	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to annually inspect and maintain 25% of the stormwater collection system and drainage structures.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	4
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

T	o	w	n	o	f	C	a	r	m	e	l
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SPDES ID

N	Y	R	2	0	A	2	9	4
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

☒ On behalf of an individual MS4

☐ On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? ☐ Yes ☒ No ☐ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? ☐ Yes ☒ No ☐ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

	9	5
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 %

Estimate what percentage was mapped in this reporting period.

		0
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 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

N	Y	R	2	0	A	2	9	4
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

1	0	0
---	---	---

 %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☒ Yes ☐ No ☐ N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☒ Yes ☐ No ☐ N/A
- 7b. How many projects have been sited in this reporting period?

		1
--	--	---
- 7c. What percent of the projects included in 7b have been completed in this reporting period?

		0
--	--	---

 %
- 7d. What percent of projects planned in previous years have been completed?

	6	5
--	---	---

 %
- ☐ No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☒ Yes ☐ No ☐ N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	4
---	---	---	---

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Carmel

SPDES ID

N	Y	R	2	0	A	2	9	4
---	---	---	---	---	---	---	---	---

9. Has your MS4/Coalition developed and implemented a program of native planting?

☐ Yes ☒ No ☐ N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

☐ Yes ☐ No ☒ N/A

11. Does your MS4/Coalition have a pet waste bag program?

☐ Yes ☐ No ☒ N/A

12. Does your MS4/Coalition have a program to manage goose populations?

☐ Yes ☐ No ☒ N/A



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: April 1, 2014

☒ Work Session 4/9/14

MEMO TO: Carmel Town Board
Carmel Town Hall

☐ Agenda _____

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

SUBJECT: Proposed Eagle Scout Project

Eagle Scout candidate Nicholas Granata of Mahopac Troop 371 has proposed installing seating at the 9/11 memorial at Town Hall. To level it off, he would dig into the hill facing the 9/11 memorial and build a retaining wall on the vertical edge. The ground surrounding the concrete bench will be covered in gravel and some small shrubs. I have attached Nick's drawings for your review.

Nicholas will be coming to the next Town Board Work Session to present his proposal to the Town Board.

/sms

Attachments

Granata Eagle Scout Project Memo to TB

Hello Mr. Gilchrist,

Inside, I've put the drawing of my plan that you requested. The first page will show you the location of my project and the second page will show you a closer look at my project.

Below is the original proposal that I sent you in my email for your reference:

Next to the Carmel Town Hall sits the 9/11 Memorial. However, there is no seating near the memorial. I would like to put a bench, facing the memorial, on the hill across from it. My plan is to put the bench far enough away from the parking lot, to protect it from snow plowing, but also not too close to the road. I will dig into the hill slightly to level off some ground. I will then make a retaining wall on the vertical edge of where I dug into the hill. Then, on the ground, I will put gravel to keep the maintenance needed at a minimum. For the bench, I will use a bench made of concrete to prevent rotting and maintain stability. After that, around the bench, will be some small shrubs.

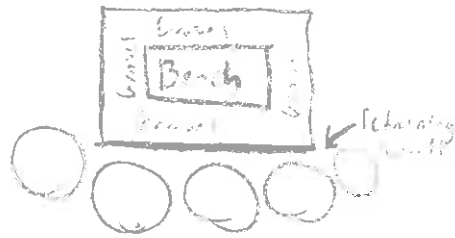
Nicholas Granata

Town
hall

9/11
memorial

Parking
lot

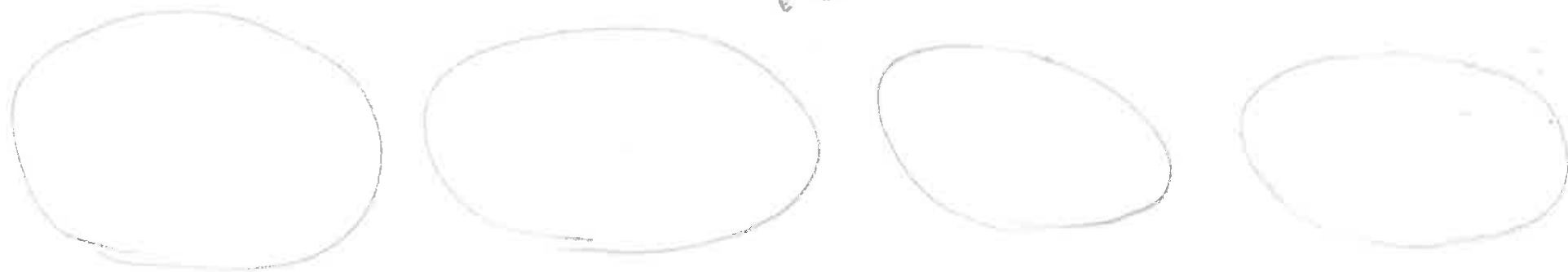
Thompson Avenue



○ = small shrubs

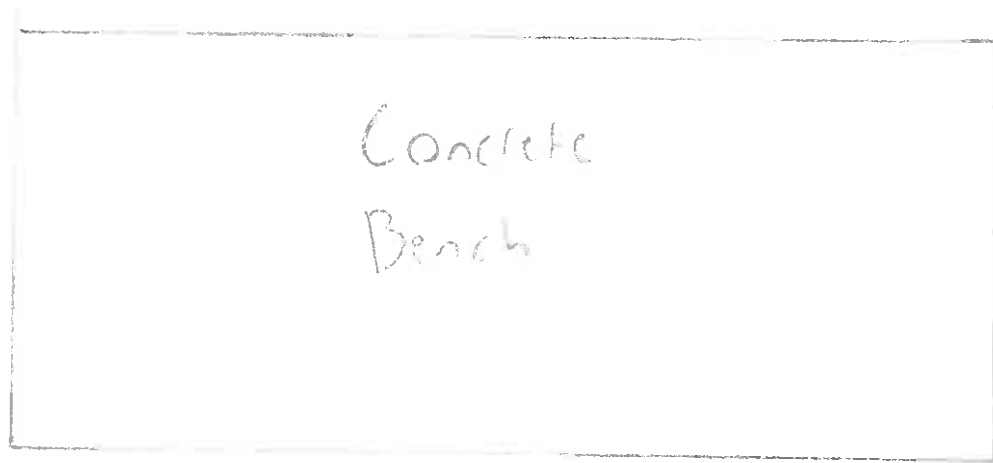
McAlister Avenue

← Shrubs →

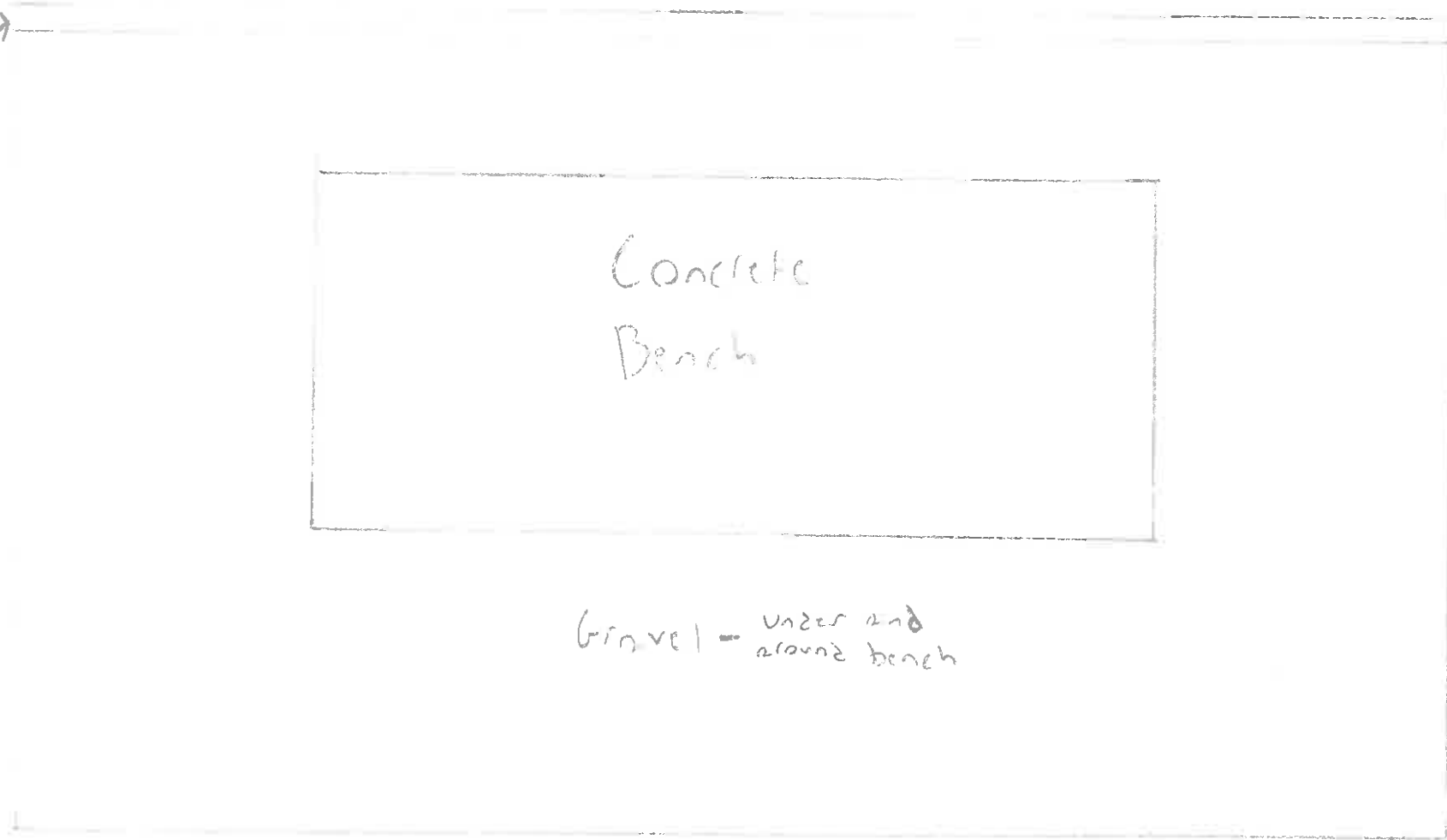


Retaining
wall

Use Unilock
bricks for
this



Gravel - under and
around bench





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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: March 21, 2014

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

☒ Work Session 4/9/14

☐ Agenda _____

SUBJECT: Camarda Park Usage by Carmel Rams Youth Lacrosse

REFERENCE: My memo dated March 10, 2014

For the Spring 2014 season (April through the beginning of July) Carmel Rams Youth Lacrosse and Carmel United Soccer will be sharing the use of the meadow at Camarda Park. Lacrosse will use the meadow April through July on: 1) Mondays 6:00 p.m. – 8:00 p.m. and 2) Saturdays 8:30 a.m. – 12:00 noon. As part of the agreement, Lacrosse will be adding safety netting that will be installed between the lacrosse/soccer field and the basketball court; it will run the full length of the basketball court (approximately 100 feet). This addition was based on a March 18 site visit by Laurie Noonan (NYMIR Loss Control) to provide adequate protection from lacrosse balls, as well as additional safety precautions. Netting will be installed by West-Nam Inc. as per the manufacturer's recommendation. A copy of West-Nam's Certificate of Liability Insurance is attached.

Laurie also recommended adding additional netting along the parking lot and roadside of the field, which will be attached to our existing 4 foot fence. All activities should be supervised and monitored at all times, and spectators should be advised to sit or stand well back from the area of play. A possible four year contract will be discussed at the May 1 Recreation and Parks Advisory Committee Meeting. I have attached a proposed contract for your review.

Please contact me with any questions or concerns.

/sms

Attachments

Lacrosse Memo to TB

LICENSE AGREEMENT BETWEEN CARMEL RAMS YOUTH LACROSSE
AND
THE TOWN OF CARMEL

THIS LICENSE AGREEMENT, entered into this 20th day of March 2014, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town") and Carmel Rams Youth Lacrosse, with its business address at P.O. Box 537, Carmel, New York 10512. ("Club"); and

WHEREAS, the CLUB has requested a license agreement from the Town of Carmel to use the meadow at Paul A. Camarda Park in the Hamlet of Carmel for lacrosse games and practices;

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

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

FIRST: The TOWN hereby gives and grants to the CLUB the use of the meadow at Paul A. Camarda Park for programs conducted by the CLUB for recreational purposes as follows:

1. Mondays from 6:00 p.m. - 8:00 p.m. (April-July)
2. Sundays from 8:30 a.m. - 12:00 p.m. (April-July)

In the event the CLUB fails to utilize the meadow during the above times, the TOWN reserves the right to allow others to use said meadow. The CLUB's program shall be conducted by and remain under the direct supervision and control of the CLUB, its contractors, agents, servants, and employees.

SECOND: This agreement shall be effective for a 4-month period commencing on April 5, 2014, and ending July 31, 2014. This agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The Town may terminate this agreement by delivery, by mail or personal service, to the CLUB at its address stated hereinabove a notice of the Town's intention to terminate the said revocable license three (3) days after the delivery of said notice.

THIRD: For the use of said facility, the CLUB agrees to make the following improvements to Paul A. Camarda Park:

1. Install approximately 100 feet of 10 foot high safety netting that will run between the basketball courts and the lacrosse/soccer field.
2. Attach 6 foot high safety netting along parking lot and roadside of field as deemed necessary.

It is specifically agreed that the improvements contemplated in this article shall become the property of the Town of Carmel upon installation, as well as any other improvements made by the CLUB to Paul A. Camarda Park during the term of this agreement.

FOURTH: The CLUB shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the TOWN and the CLUB from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of two million dollars (\$2,000,000.00) for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability. The Town of Carmel shall be named as an additional insured on all such policies.

FIFTH: The CLUB hereby agrees to protect, defend, indemnify, and save harmless the TOWN, its officers and employees from any and all claims, suits or actions for injury or damage to person(s) or property that may arise by reason of the CLUB's use of this facility. The CLUB further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all costs and expenses relate thereto, even if it (claims, etc.) is groundless, false, or fraudulent. The CLUB, its contractors, agents, servants, employees, patrons and invitees use this facility at their own risk. The CLUB shall be wholly responsible for the supervision, safety, and well-being of all participants at all times.

SIXTH: The parties hereby agree and acknowledge that the Town of Carmel bears no liability or responsibility for the administration, organization of the programs, games, tournaments and activities which the CLUB may organize on the TOWN's facilities pursuant to this license agreement.

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

TOWN OF CARMEL


By:

Kenneth Schmitt, Town Supervisor

Date: _____

CARMEL RAMS YOUTH LACROSSE

By:



Eric Aabel, President

Date: 3/21/14

I certify that the team, league, or event on whose behalf I am requesting this certificate mandates 100% membership in US Lacrosse. In addition, I have verified our team's or league's events roster and all participants are currently registered members of US Lacrosse.

I certify that this is true and I understand that liability coverage is only extended to our team, league, or event if all participants are current members of US Lacrosse. Further, I acknowledge by clicking on this box that event liability claims may be denied for coverage if our team/league/event is not 100% registered with US Lacrosse.

Name: Laura Ehlberg
Organization: Carmel Rams Youth Lacrosse
Date: 03/07/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BOLLINGER, Inc.
101 JFK PARKWAY
SHORT HILLS, NJ 07078
PHONE: 1-800-526-1379 FAX: 973-921-2876

CONTACT

NAME:

PHONE:

FAX:

E-MAIL:

ADDRESS:

FAX

A/C. No. Ext): 800-526-1379

A/C. No.): 973-921-2876

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Market Insurance Company

35970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
US Lacrosse, Inc.
113 West University Parkway
Baltimore MD 21210
Re: Carmel Rams Youth Lacrosse

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			8502AH221369	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Excl'd: Int'l) \$300,000 MED EXP (Att'l to person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOPAGE \$2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Excl'd: Int'l) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			4602AH221370	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe later DESCRIPTION OF OPERATIONS below	Y/N	N/A				NO STATUS-TORY LIMITS EL EACH ACCIDENT \$ EL DISEASE-SEA EMPLOYEE \$ EL DISEASE-POLICY LIMIT \$
A	Accident Medical Catastrophic Acc			4102AH025220 4102AH305882	01/01/2014 01/01/2014	01/01/2015 01/01/2015	Accident Limit: \$100,000 Catastrophic Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage applies to teams/leagues comprised of 100% US Lacrosse members participants during scheduled and supervised Lacrosse activities.

CERTIFICATE HOLDER

Town of Carmel
60 McAlpin Avenue
Carmel, NY 10541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Basketball
Court

Parking lot

Road

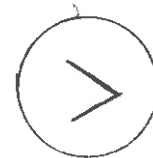
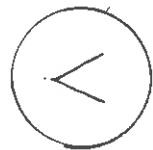
Grass
Fence

Netting

100' long
10' high

50'

Field



Carmel Rams
Youth Lacrosse

West-Nam Builders, Inc.

P.O. Box 272

Purdys, New York 10512

(914) 669-9023 Fax (914) 669-8067

Town of Carmel***60 McAlpin Ave.******Carmel, NY 10512******Attn: Jim Gilcrest***

Date 3/21/14

Re: Camrada Park
Safety Netting

Please be advised Carmel Rams Youth Lacrosse will purchase the 10' high safety netting, black pipes and hardware necessary to install the netting at Camrada Park, Seminary Hill Road, Carmel, NY 10512. West-Nam Builders, Inc. will donate the cost of installation see attached liability and workers compensation certificate. The days for use are Mondays 6:00PM to 8:00PM and Saturday's 8:30AM to 12:00PM starting 3/31/14 through 6/21/14. Attached is a picture and plan of the above improvements.

Should you have any questions regarding the above please feel free to contact me.

Sincerely,



Eric Aabel

West-Nam Builders, Inc.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CB

DATE (MM/DD/YYYY)

03/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hudson Sound Brokerage Corp. 101 Village Square Somers, NY 10589-2305	CONTACT NAME: Lawrence M. Paterno PHONE (A/C No. Ext): 914-669-0000 FAX (A/C No.): 914-669-4369 E-MAIL ADDRESS: larry@hbsinsure.com PRODUCER CUSTOMER ID #: WEST-1
INSURED West-Nam Inc. P.O. Box 99 Carmel, NY 10512	INSURER(S) AFFORDING COVERAGE INSURER A: Interstate Fire & Casualty INSURER B: Evanston Insurance Co. INSURER C: State Insurance Fund INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD/ISSUER (A/C No. Ext)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		QSR1000300	10/08/2013	10/08/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	XO-NJ-5563-13	10/08/2013	10/08/2014	EACH OCCURRENCE \$ 1,000,000
	DEDUCTIBLE					AGGREGATE \$ 1,000,000
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	20501136	08/17/2013	08/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NJ)					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Camrada Park, Seminary Hill Road, Carmel, NY 10512

CERTIFICATE HOLDER**CANCELLATION**

CARMEL1

Town of Carmel
60 McAlpin Ave
Carmel, NY 10512

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

WEST-NAM INC.
29 DELUCA LANE
CARMEL, NY 10512

1b. Business Telephone Number of Insured

914-953-1759

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

PENDING

1d. Federal Employer Identification Number of Insured or
Social Security Number

263465943

2. Name and Address of the Entity Requesting Proof of
Coverage (Entity Being Listed as the Certificate Holder)

Town of Carmel
60 McAlpin Ave
Carmel, NY 10512

3a. Name of Insurance Carrier

HARTFORD LIFE INSURANCE CO.

3b. Policy Number of entity listed in box "1a":

LN630329

3c. Policy effective period:

01-01-2014 to 12-31-2014

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 03-07-2014

By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020

Title Manager

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Pasquerello, Anne

Subject: FW: School Contract (Town of Carmel)
Attachments: im3511_20140409_052435.pdf

#9

From: Gilchrist, Jim
Sent: Tuesday, April 08, 2014 4:31 PM
To: Gilchrist, Jim
Cc: [REDACTED]
Subject: RE: School Contract (Town of Carmel)

☒ Work Session 4/9/14

☐ Agenda _____

I spoke to Mike Simone this morning regarding the Highway Department Loader to be requested by the Carmel School District "after the storm" to push back piles of snow in the parking lots at the Carmel High School. The Carmel Highway Department would charge a MEO rate of \$42.50 per hour and \$40 per hour for the loader. The School District and Mike Simone understand that the snow pile removal job will be completed after the snow storm and both are in agreement with the hourly charges for the MEO and the Loader.

I attached the revised agreement for your review and I will request to be put on the April 23rd work session.

Thanks,

Jim

From: Gilchrist, Jim
Sent: Monday, April 07, 2014 10:01 AM
To: Schmitt, Kenneth
Subject: FW: School Contract (Town of Carmel)

Ken,

This is the last email that I have regarding the Carmel School Contract. I will stop by your office later today to discuss.

Thanks,

Jim

From: Gilchrist, Jim
Sent: Thursday, June 13, 2013 8:34 AM
To: Schmitt, Kenneth; Lombardi, Frank; McDonough, Suzanne; Lupinacci, John; Schneider, Jonathan
Cc: 'Simone, Mike'; [REDACTED]
Subject: FW: School Contract (Town of Carmel)

For your information regarding the Carmel School District Contract.

From: John Weise [REDACTED]
Sent: Wednesday, June 12, 2013 9:56 AM
To: Gilchrist, Jim

Cc: Eric Stark; Mark Earle
Subject: RE: School Contract (Town of Carmel)

Hi Jim,

As per our discussion: I do not expect the Carmel Highway Department to drop what they are doing in the middle of a storm to tend to our HS and MS parking lots.

Nine times out of ten, we are fully able to shift piles of snow around with our smaller machines - this we always take care of a day or two after a storm as needed. We are usually able to push the snow out of the way completely, but during heavy snow falls, our trucks can only push so much - it is only then that we need assistance.

This past Fall/winter there were only two storms we needed assistance with, and on both occasions the clean up was during the day or two after the storm. We will gladly work with the Carmel Highway Department on this to make it as convenient as possible for both of us.

It is often impossible to find or rent a large machine during the winter months as we need it and the District can no longer afford to spend the \$6,000 it costs to secure a machine from December to March just in case.

I hope this explains our position. Please contact me if you have any questions.

John Weise

Director of Facilities
845-878-2094

From: Gilchrist, Jim [jrg@ci.carmel.ny.us]
Sent: Wednesday, June 12, 2013 9:21 AM
To: John Weise
Subject: School Contract (Town of Carmel)

John,

Please send email as discussed yesterday.

Thanks,

James R. Gilchrist, CPRP, Director

Sycamore Park
790 Long Pond Road
Mahopac, NY 10541
Office – 845.628.7888
Mobile – 845.519.0770
Email – jrg@ci.carmel.ny.us

**AGREEMENT BETWEEN THE CARMEL CENTRAL SCHOOL DISTRICT
AND
THE TOWN OF CARMEL**

WHEREAS the CARMEL CENTRAL SCHOOL DISTRICT, hereafter known as the "DISTRICT", is a municipal corporation of the State of New York, with offices at 81 South Street, Patterson, New York 12563 and the TOWN OF CARMEL, hereinafter known as the "TOWN", is a municipal corporation of the State of New York with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541; and

WHEREAS, pursuant to Education Law Section 414, DISTRICT has in the past allowed the TOWN, its contractors, agents, servants and employees to use the facilities of the DISTRICT for recreational purposes for Town sponsored activities at no charge, and

WHEREAS, the DISTRICT, in view of the continuing escalating capital and maintenance costs required to maintain and improve its recreational facilities, can no longer continue to provide the use of such facilities to the TOWN;

NOW, THEREFORE, IT IS AGREED by and between the CARMEL CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL that:

FIRST: The DISTRICT shall furnish to said TOWN the use of three ball fields identified as Fields #5, #6, and #7 (as per attached map) at Carmel High School, 30 Fair Street, in the Hamlet of Carmel for programs conducted by said TOWN, its contractors, agents, servants and employees for recreational purposes and for TOWN sponsored activities. Except when needed for use by the DISTRICT, the TOWN shall have exclusive use of the aforesaid fields as follows:

1. Field #5

April 1st through June 30 for T-Ball

Monday through Friday from 5:00 p.m. until sunset

Saturday and Sunday from 9:00 a.m. until sunset

September 1 through December 31 for Flag Football

Sundays from 9:00 a.m. through 2:00 p.m.

2. Fields #6 and #7

April 1 through August 31 for Little League

Monday through Friday from 6:00 p.m. until sunset

Saturday and Sunday from 9:00 a.m. until sunset

September 1 through December 31 for Flag Football

Saturday and Sunday from 9:00 a.m. until sunset

AGREEMENT BETWEEN CCSD AND THE TOWN OF CARMEL

In the event the TOWN fails to utilize the fields during the above times, the DISTRICT reserves the right to allow others to use said fields. The TOWN's programs shall be conducted by and remain under the direct supervision and control of the TOWN, its contractors, agents, servants and employees. The TOWN hereby agrees to defend and indemnify the DISTRICT, its officers and employees from any and all claims, suits or action for injury or damage to person(s) or property that may arise by reason of the TOWN's use of these facilities. The TOWN, its contractors, agents, servants, employees, patrons and invitees use these facilities at their own risk. This provision shall not be construed to indemnify the DISTRICT, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the DISTRICT, its officers, employees, or agents.

SECOND: For the use of said facilities, the TOWN agrees to make the following capital improvements to the fields and to perform the following maintenance:

Capital Improvements:

1. Fields #6 and #7

Improvements to the infield clay and surrounding grass areas at a cost of \$2,000/year.

Provide a port-a-potty April through November for five years with an estimated cost of \$720/year

Shared Services

The TOWN shall deliver sand and salt to the DISTRICT from the town garage. The DISTRICT will reimburse the TOWN at their cost. The DISTRICT shall be responsible for mowing.

The TOWN shall provide use of field maintenance equipment as requested by the DISTRICT.

Examples: Aerator, York Rake, Top Dresser, Field Lining Equipment, etc.

The TOWN shall provide a large loader and operator, upon request from the school district after the snow storms, from October to April for accumulated snow removal at a cost of approximately \$42.50 per hour for operator and \$40.00 per hour for loader equipment, for school parking lots located within the Town of Carmel.

THIRD: This agreement shall be effective for a five-year period commencing on April 1, 2013, and ending March 31, 2018.

AGREEMENT BETWEEN CCSD AND THE TOWN OF CARMEL

TOWN OF CARMEL:

By:

Name: Title: Date:

CARMEL CENTRAL SCHOOL DISTRICT

By:

Name: Title: Date:



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: <http://www.carmelny.org>

DATE: April 3, 2014

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

☒ Work Session 4/9/14

☐ Agenda _____

SUBJECT: Landscaping and Grass Cutting Services for Various Town of Carmel Park Facilities for 2014

REFERENCE: April 3, 2014 Bid Opening Results (copy attached)

We had twelve companies interested in the landscaping bid and five companies returned completed bids on Thursday, April 3.

The 2014 maintenance contract budget for 7110.15 is \$40,000, which is budgeted for the grass cutting contract (Camarda Park, Chamber Park, Airport, and McDonough Park). This year the Comptroller's office encumbered \$6,400 from the 2013 Maintenance contract 7110.15, which would bring our available budget this year to \$46,400 for the 2014 grass cutting contract. Based on the current bids received, I recommend contracting with Pat Scanlon Landscaping to cut the following parks: Camarda Park, Airport Park, Chamber Park, McDonough Park, and Sycamore Park. Pat Scanlon had the contract for the past two years and has done an excellent job on maintaining four parks. Based on the information provided in the bid documentation, the contractor has adequate staff and equipment to meet our cutting schedule needs.

Pat Scanlon Landscaping meets all of the requirements specified in the bid documents, and has the best bid price. Please put this contract on the next work session agenda, and to discuss any possible adjustments.

/sms
attachment

April bid memo to TB

**BID OPENING FOR
LANDSCAPING AND GRASS-CUTTING SERVICES FOR
VARIOUS TOWN OF CARMEL PARK FACILITIES FOR 2014
APRIL 3, 2014 @ 10:00 AM**

	Airport Property			Camarda Park			J. McDonough Park			Chamber Park			Sycamore Park			Red Mills Park			Baldwin Meadows			Total Price
	per cut	X 25		per cut	x 30		per cut	x 30		per cut	x 25		per cut	x 30		per cut	x 25		per cut	x 60		
1.	----	7,625.00		----	8,550.00		----	9,750.00		----	4,125.00		----	12,750.00		----	4,375.00		----	19,500.00		66,675.00
2.	269.85	6,746.30		792.69	23,780.72		816.94	24,508.06		101.16	2,529.86		489.11	14,673.21		185.52	4,638.08		337.31	20,238.91		97,115.14
3.	350.00	8,750.00		500.00	15,000.00		425.00	12,750.00		120.00	3,000.00		600.00	18,000.00		280.00	7,000.00		300.00	18,000.00		82,500.00
4.	350.00	8,750.00		500.00	15,000.00		500.00	15,000.00		80.00	2,000.00		475.00	14,250.00		125.00	3,125.00		250.00	15,000.00		73,125.00
5.	600.00	15,000.00		500.00	15,000.00		500.00	15,000.00		150.00	3,750.00		500.00	15,000.00		250.00	6,250.00		400.00	24,000.00		94,000.00

	Bidder's Name	Address	NCBC Attached	Bid Bond / Check
1.	Pat Scanlon Landscaping	14 Plains Drive, New City, NY 10956	Yes	Bond
2.	Maple Leaf Associates	P.O. Box 518, Mahopac, NY 10541	Yes	Check
3.	Colonial Landscaping, Inc.	45 Sprout Brook Rd., Cortlandt Manor, NY 10567	Yes	Bond
4.	A & M Lawns, Inc.	36 Rose Drive, Mahopac, NY 10541	Yes	Check
5.	Coviello's Landscaping	P.O. Box 1708, Carmel, NY 10512	Yes	No

Respectfully submitted,
Ann Spofford, Town Clerk

Pasquerello, Anne

#11

From: keith cox [REDACTED]
Sent: Wednesday, April 09, 2014 9:25 AM
To: Pasquerello, Anne; Cimadomo, Bella
Subject: LAKE SECOR 2014 mail out materials
Attachments: LAKE SECOR 2014 CALENDAR OF EVENTS.xls; 2014 SPRING MAIL OUT LETTER version 3.doc

☒ Work Session 4/9/14
☐ Agenda _____

Good Morning Anne, Our board met last night and approved our mail out letter and calendar of events. Can you please schedule the approval process at the next available work town board work session. Then once approved by the board please mail out the letter with the beach passes. Thanks and let me know if you have any questions and Happy Summer! Keith

LAKE SECOR PARK DISTRICT

60 McAlpin Ave
Mahopac, NY 10541

Park District Committee

Keith Cox, Chairman
Stephen Perrotta
Robin Sahinovic
Sissie Hintze
Jim Nyarady
George Walko
Claudine Edwards
Carolyn Stiman

April/May 2014

A warm welcome to all our community residents and especially to those who are new to Lake Secor. Please join us this summer down at the lake for fun and festivities or just take a nature break from your hectic life and enjoy beautiful nature in your neighborhood. Enclosed are your 2014 beach passes for the park.

Enclosed is the 2014 Calendar of Events which are run by the Lake Secor Property Owners, Inc. If you are not a member of LSPOI, please consider joining. Membership is only \$10 which helps defray the cost of our community events such as the water carnival or the Holiday party. Contact them at lspoi@comcast.net. This is your neighborhood organization and your membership and participation would be highly appreciated so that we can maintain events at the beach. We need more interest and participation to continue the events calendar for the park district. **PLEASE DO NOT MAIL ANY LSPOI MEMBERSHIP CHECKS TO THE PARK DISTRICT. THANK YOU!**

NEW PAVILION!

We are pleased to announce that we have ordered a roofed Pavilion for our picnic and barbecue area. We hope to have it installed before the season opens. We would like to thank the town board and engineering department for their wonderful cooperation in making this a reality. We have been planning this for many months to use our tax payer money wisely and at the same time making our park district wonderful for our neighborhood.

Boating continues to be popular at the lake so please remember that all boats stored on park district land must be registered with the town. Please call Keith Cox (845-531-1040 or email keithlakesecor@gmail.com) to register your boat. There is no fee and your registration number must be displayed on the boat.

Every year vandalism causes excessive amounts of our hard earned tax dollars to be spent on repairs instead of improvements! Vandalism in any form will not be tolerated and violators will be prosecuted to the full extent of the law. Take pride in your Park! If you notice any suspicious behavior, call the police (845-628-1300 immediately!

Keep an eye open for any updates, changes, or notifications which will be posted on the bulletin board at the lake. This is our line of communication to all residents of Lake Secor. If you want to be reminded about our events please email keithlakesecor@gmail.com or you can text 845-531-1040 and we will let you know when the event is scheduled.

The Lake Secor Park District Advisory Board meets the second Tuesday of each month, beginning January through October, 2014 at 7:00pm at Carmel Town Hall, 60 McAlpin Ave, Mahopac, NY. (except July/August weather permitting the meeting is held at Lake Secor. All Lake Secor residents are welcome.

In closing, please remember the Rules and Regulations are for everyone's benefit and safety. It is our goal to maintain a safe park for everyone to enjoy. The Lake Secor Park District Advisory Board members would like to take this opportunity to wish you all a healthy and fun filled summer. Enjoy it and please practice safety at all times. The Lake Secor Park District Advisory Committee.

LAKE SECOR PARK DISTRICT
2014 Calendar of Events
THE LAKE SECOR PARK DISTRICT ADVISORY BOARD

ALL EVENTS ARE CO-SPONSORED WITH L.S.P.O.I.

Lake Secor Residents and their Guests may participate in all events.

DATE	TIME	EVENT	COMMENTS
SATURDAY MAY 17		SPRING BEACH CLEAN-UP	COME HELP
RAINDATE	11:00 AM		MEET YOUR NEIGHBORS
SUNDAY 5-18		TEENAGERS GET COMMUNITY SERVICE HOURS SENIOR CITIZENS GET PIZZA!	TAKE PRIDE IN YOUR BEACH
SAT, SUN, MON May 24th, 25th 26th	11:30 AM - 8 PM	BEACH OPEN!	Lifeguards on Duty
MEMORIAL DAY WEEKEND			
SATURDAY MAY 25TH	8PM	CAMPFIRE AND STAR GAZING LET'S FORGET ABOUT THAT ROTTEN WINTER!	Park District Member Required
SATURDAY MAY 31ST	TO BE ANNOUNCED	BAKE SALE PLEASE DONATE A BAKED ITEM	
		NEIGHBORHOOD TAG SALE AT YOUR HOMES CALL ROBIN IF YOU WANT TO PARTICIPATE 621-3584 MAP OF PARTICIPATING HOMES AND BALLON PICK UP CAN BE PICKED UP BY PARK DISTRICT BULLETING BOARD	
SATURDAY JUNE 14TH	8:00 PM	CAMPFIRE AND STAR GAZING	Park District Member Required
THURSDAY JUNE 26	11:30-AM-8 PM	BEACH OPENS FULL TIME	Lifeguards on Duty
SATURDAY JUNE 28TH	TO BE ANNOUNCED	LSPDI ANNUAL FISHING CONTEST NO LICENSE REQUIRED WEEKEND	Call Robin for details 621-3584
SATURDAY JULY 12TH	630 PM	HAWAIIAN LUAU POT LUCK CAMPFIRE 8 PM	Park District member required
FRIDAY JULY 18TH	1:00 PM	SAND CASTLE CONTEST BRING SOME TOOLS TO CREATE A WINNING SAND CASTLE	
SATURDAY JULY 26th	2PM	CAKE AT LAKE FOR CATTIE PERROTTA OUR LIFEGUARD TEN YEAR ANNIVERSARY!!! HOT DOGS TOO!	
SATURDAY AUGUST 2ND	12 noon-3 pm	LSPDI & PARK DISTRICT ANNUAL WATER CARNIVAL SWIM RACES FOR MULTIPLE AGE GROUPS MEDALS FOR PARTICIPANTS	
RAIN DATE AUG 9TH			
SUNDAY AUGUST 17TH	3:00 PM	ROOT BEER FLOATS! (& OTHER TYPES OF SODA FLOATS	
MONDAY AUGUST 18TH	11:30 AM to 7pm	NEW HOURS FOR BEACH OPENING	Lifeguards on Duty
SATURDAY AUG 23	8:00 PM	CAMPFIRE AND GUITAR PLAYING IF YOU HAVE ONE! OR ANY OTHER MUSICAL INSTRUMENT YOU PLAY!	Park District Member Required
MONDAY SEPTEMBER 1 LABOR DAY	11:30AM - 7 P.M.	LAST WEEKDAY OF BEACH BEING OPEN	Lifeguards on Duty
Sat/Sun Sept 6th & 7th		BEACH OPEN FOR WEEKEND IF LIFEGUARDS ARE AVAILABLE CHECK PARK DISTRICT BULLETIN BOARD FOR DETAILS	
Sat/Sun Sept 13th & 14th	11:30AM - 7 P.M.	CHECK PARK DISTRICT BULLETIN FOR DETAILS LAST WEEKEND OF BEACH SEASON	Lifeguards on Duty
SATURDAY SEPTEMBER 27TH	6:30 PM	CAMPFIRE POT LUCK CHILI TO BE SERVED! WEAR UGLY SWEATERS AND SEE WHO HAS THE UGLIEST!	Park District Member Required
SATURDAY OCTOBER 11	7:00 PM	FALL CAMPFIRE AND STAR GAZING NIGHT	Park District Member Required
SATURDAY NOVEMBER 8TH	7PM	FINAL FALL CAMPFIRE ONLY FOR THE VERY HEARTY! <u>WEAR MITTENS!</u>	Park District Member Required
NOTE: ALL ACTIVITIES ARE SUBJECT TO CHANGE OR CANCELLATION VOLUNTEERS ARE ALWAYS NEEDED AND APPRECIATED WATCH THE BULLETIN BOARD AT THE BEACH FOR UPDATES OR ANNOUNCEMENTS			

Pasquerello, Anne

#12

From: Droese, Glenn
Sent: Wednesday, April 09, 2014 9:19 AM
To: Maxwell, Mary Ann; Schmitt, Kenneth; Schneider, Jonathan; Lombardi, Frank; Lupinacci, John; McDonough, Suzanne; [REDACTED]
[REDACTED]
[REDACTED]
Cc: Mcmillan, Brian-Scott; Jack, Nancy; Pasquerello, Anne
Subject: RE: SDG Agreement
Attachments: Payment schedule.pdf

☒ Work Session 4/9/14

☐ Agenda _____

Mary Ann,

Attached are four pages that pertain to the payment schedule. Payments will be spread out over the entire project time frame.

Glenn A. Droese
Assessor
Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541
Phone: (845) -628-1500

From: Maxwell, Mary Ann
Sent: Tuesday, April 08, 2014 11:20 AM
To: Droese, Glenn; Schmitt, Kenneth; Schneider, Jonathan; Lombardi, Frank; Lupinacci, John; McDonough, Suzanne; [REDACTED]
[REDACTED]
Cc: Mcmillan, Brian-Scott; Jack, Nancy; Pasquerello, Anne
Subject: RE: SDG Agreement

Good morning,

There is \$150,000 budgeted in Act #100.1355.0046 for the Reassessment Project. Since the cost of scanning for \$11,440 is related to the reassessment project I would charge it to that line. Please confirm the payment arrangements first with the contract with Vision for the Reassessment Project.

In the 2014 budget we budgeted \$7,200 for the Tax Receiver software upgrade which was charged to the technology line. I will reclass that upgrade to where it was budgeted (Act #100.1330.0045) which will free up \$7,200 to cover the cost for the Outpost Tablets.

Let me know if you have any questions or concerns.....Mary Ann

From: Droese, Glenn
Sent: Monday, April 07, 2014 4:20 PM
To: Maxwell, Mary Ann; Schmitt, Kenneth; Schneider, Jonathan; Lombardi, Frank; Lupinacci, John; McDonough, Suzanne; [REDACTED]
Cc: Mcmillan, Brian-Scott; Jack, Nancy
Subject: FW: SDG Agreement

Hi Mary Ann,

The town board this week will be considering the scanning services that are needed for the reassessment project. Attached is the agreement from SDG. The cost for scanning 54,000 property card images and indexing by parcel ID will be \$11,440. The additional cost of \$6,340 is for the complete Outpost tablet. Can you let me know if there is money in the reassessment, IT, or my budget for this?

Thanks,

Glenn A. Droese
Assessor
Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541
Phone: (845) -628-1500

From: Droese, Glenn
Sent: Wednesday, February 05, 2014 12:06 PM
To: Schneider, Jonathan; Schmitt, Kenneth; Lupinacci, John; Lombardi, Frank; McDonough, Suzanne; Pasquerello, Anne; [REDACTED]
Cc: Mcmillan, Brian-Scott; Jack, Nancy
Subject: SDG Agreement

Hello All,

Attached is the agreement for System Development Group Inc. (SDG) <http://www.sdgny.com/> scanning services combined with their Outpost tablet and Image Mate Online (IMO) software.

The agreement for scanning services covers all of our older and newer property cards. The older cards were first used in the Assessor's Office in the year 1968 up until 1995 and are still used today by other departments and the public. Our newer property cards were first used in 1996 and are expected to be used well past the 2016 reassessment.

We currently have approximately 13,000 parcel with the typical file having one old and one new card so 26,000 two sided cards. Each side of the card will be scanned so the total scans have been estimated at 54,000. The scanned newer property cards will be referenced early in the 2016 reassessment project, so starting the scanning now is a priority.

The Outpost tablet with camera and IMO software will provide a live connection to our assessment software (RPS) over a cellular connection. This will allow us to view the scanned cards, review and instantly update our property inventory, including pictures, in the field instead of writing notes on paper, then carrying the info back to the office renaming picture files and then installing. The tablet camera will also replace our current failing 10 year old cameras. The IMO software also provides a connection to our assessment information over the internet for other Departments and the public.

The scanning and Outpost is expected save us time and provide an efficient way to access information and improve quality control before, during and after the reassessment project.

Please review the information and get back to me as soon as possible regarding the SDG agreement. If acceptable I would like to have it signed and returned within the next couple of weeks so we can get started.

Thank you,

Glenn A. Droese

2 ENGAGEMENT OF CONTRACTOR

- 2.1 The CONTRACTOR agrees to perform all the services and furnish all the records, materials, forms, and supplies required by and in complete accordance with the Contract Documents, and provide all such labor, records, materials, forms and supplies to comply with the requirements of the pertinent New York General Statutes and Regulations of New York Office of Real Property.

3 COMMENCEMENT AND COMPLETION DATES

- 3.1 The CONTRACTOR agrees to commence at a mutually agreeable time and complete the work according to the time schedule as set forth in the Contract Documents.

4 COMPENSATION

- 4.1 Excluding options as may be listed herein or within the Contract Documents, The TOWN agrees to pay the CONTRACTOR the total sum of **Eight Hundred Forty-Two Thousand Dollars (\$842,000)** as compensation for the CONTRACTOR'S services to be performed, the software, operating systems, databases to be delivered; records, materials, forms and supplies to be furnished by the CONTRACTOR.

- 4.2 The CONTRACTOR and the TOWN will follow the procedure outlined in Section 8 of the RFP for payment with the following modifications:

- a) The amount of money retained until the completion of the project shall be ten percent (10%); and
- b) In lieu of the third paragraph of Section 8 of the RFP, if the project administrator determines that, due to the fault of the contractor, the project is not progressing satisfactorily on schedule, the penalty shall be assessed against the CONTRACTOR at five hundred dollars (\$500) per day beyond the final completion date of the project with exceptions made for force majeure events and extensions granted by the TOWN.

- 4.3 In addition, the CONTRACTOR agrees to develop a subcontract with Pictometry International Corp. located in the state of New York ("Pictometry") for oblique imagery and Sketch Check analysis to be included at an additional cost to be determined by the TOWN's election of services (see Exhibit H for pricing and services description). The CONTRACTOR will be the agent for Pictometry and all payments for this additional work will be invoiced through the CONTRACTOR. The TOWN agrees to sign a work performance agreement with Pictometry once the subcontract relationship is defined. For avoidance of doubt, any fees for this work contemplated within Exhibit H and this section 4.3 are not included in the contract value stated in section 4.1 above.

5 RULES AND PROCEDURES

The CONTRACTOR hereby affirms that it will conduct this project in strict compliance with the rules and procedures and provide all products as described in the Project Verification Documentation list to the assessor/project administrator and ORPTS' Customer Relationship Manager so as to facilitate the timely verification of this reassessment.

6 EMPLOYMENT REQUIREMENTS

The CONTRACTOR shall comply with all the applicable provisions of Federal and State laws, rules and/or regulations regarding employment, and will further specifically comply with those sections related to discrimination as follows:



SECTION 8 - PAYMENT SCHEDULE AND PENALTY

With the exception of per diem charges for work related to small claims and certiorari proceedings, this is a fixed price contract. Proposals submitted, other than fixed price proposals, will not be accepted. Each proposal shall include a payment schedule that shows deliverable products at easily identifiable stages of the project. Payment shall be made to the company, according to the agreed upon schedule, for the pro-rata share of the itemized cost of each task and phase of the project based on the percentage of completion of that task or phase. The schedule is to adhere to the following criteria.

The contractor will submit an itemized bill to the project administrator. This bill is to be discussed at the next regularly scheduled status meeting. The project administrator shall review submitted vouchers within two weeks of receipt. The project administrator must notify the contractor, in writing within an additional week, of any item or portion of an item that is incomplete, not in conformance with the contract, or erroneous. If the project administrator certifies that the project is progressing satisfactorily in accordance with the project timetable (Section 4.2 of this RFP), payment for the uncontested items will be made to the contractor representing eighty percent (80%) of the amount billed. The remaining twenty percent (20%) will be retained by each municipality. The entire amount so retained will be paid to the contractor within thirty (30) days following satisfactory completion of the terms of the contract.

If the project administrator determines that, due to the fault of the contractor, the project is not progressing satisfactorily on schedule, an additional forty percent (40%) of the bill will be retained. The project administrator will provide the contractor with written justification for the additional retainage and define an acceptable resolution to the situation. If the problem has been rectified to the satisfaction of the project administrator within thirty (30) days, the forty percent (40%) will be paid at that time. If the problem is not rectified within the thirty (30) day calendar period, the project administrator will immediately determine whether the forty percent (40%) will be retained until thirty (30) days after satisfactory completion of all terms of the contract; or, whether the municipality will exercise the option of having the work satisfactorily completed at its own expense and the cost thereof deducted from the retainage.

3.2.5 General

ORPTS will assign a Customer Relationship Manager (CRM) who will be responsible for monitoring project progress, consulting with the municipality and others and providing advice and assistance as needed. ORPTS will participate in public relations activities with the contractor and local officials upon request and adequate advance notice.

ORPTS will provide upon request:

- Statewide information through Land Information System (LIS) which would include sales data through Sales Web, municipal profiles through MuniPro, statewide assessment data through Parcel Database and GIS/Census data;
- Statewide income and expense information;

Any charges applicable from the current fee schedule as established by the SBRPS will apply. All charges will be billed to the municipality.

SECTION 4 - PROJECT REQUIREMENTS/CONTRACTOR RESPONSIBILITIES

4.1 Project Management

The contractor is responsible for providing professional personnel capable of successfully accomplishing their responsibilities as defined in this RFP. Minimum staffing requirements are found in Section 6 of this RFP.

The contractor is responsible for performing all project related clerical function(s) not specified as a municipal responsibility.

4.2 Project Timetable

On the following page is the proposed timetable for this project. If the company deems it necessary to alter this schedule, the company must specify any changes in its proposal. If changes are made, please note in Appendix D sample proposal in response to request for proposal.

RFP SECTION	PROJECT TIMETABLE	START DATE	FINISH DATE
4.2	Project Timetable	12/2/2013	7/1/2016
4.3	Public Information	12/2/2013	7/1/2016
4.8.11	Photography/Image Option	12/2/2013	9/1/2015
4.4.1	Data Collection Training	12/22/2013	12/2/2013
Appendix E	Assessor's Sign Off Document #1		
4.8	Subject Inventory Data Collection	3/3/2014	3/1/2016
4.8.4	Subject File Creation	3/3/2014	3/15/2016
4.9	Sales Validation, Verification and File Creation	12/2/2013	4/15/2016
Appendix E	Assessor's Sign Off Document #2		
4.8.10	Data Mailer	3/2/2015	3/16/2015
4.8.10	Production in Response to Parcel Inventory Mailers	3/3/2015	5/1/2015
4.10	Valuation File Editing	5/1/2014	9/1/2015
4.11	Valuation Testing	10/1/2014	9/15/2015
Appendix E	Assessor's Sign Off Document #3		
4.11.4	Valuation Production	9/1/2015	9/15/2015
4.12	Field Review of Values	9/1/2015	11/30/2015
4.13	Assessors Value Review with Contractor	9/8/2015	12/14/2015
Appendix E	Assessor's Sign Off Document #4		
4.13	Update Values on File	9/8/2015	12/18/2015
3.1.7	Assessors Recalculations of Exemptions	12/17/2015	12/24/2015
4.14	Assessment Disclosure Processing	12/28/2015	1/29/2016
	ToC Filing for Approved Assessing Unit status with ORPTS	7/1/2015	12/31/2015
	Public Education Sessions re: Homestead Option	7/1/2015	12/31/2015
4.14	Assessment Notice Disclosure Production	1/4/2016	1/8/2016
	Assessment Disclosure Processing	12/28/2015	1/29/2016
	ToC Holds Public Hearing re: Homestead adoption	2/1/2016	2/19/2016
	Assessment Disclosure Production	2/22/2016	2/23/2016
Appendix E	Assessor's Sign Off Document #5		
4.14	Assessment Disclosure Notice Mailing	2/24/2016	2/29/2016
4.15	Informal Review Meetings (Including Field Related Activities)	3/1/2016	4/8/2016
4.16	Value Change Notices Production	4/15/2016	4/30/2016
	Prepare Tentative and File Assessment Roll	4/1/2016	4/22/2016
7.0	Project Deliverables to Assessors	10/1/2014	7/1/2016
4.19	Submit Application for Appropriate State Aid Reimbursement	7/1/2016	9/30/2016
Appendix E	Assessor's Sign Off Document #6		
	Project Completion	9/30/2016	