

**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**

**KATHLEEN KRAUS**  
*Receiver of Taxes*

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

**Tel. (845) 628-1500 • Fax (845) 628-6836**  
[www.carmelny.org](http://www.carmelny.org)

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

**TOWN BOARD WORK SESSION**  
**Wednesday, August 27, 2014 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

**Town Board Work Session:**

1. Review of Town Board Minutes, July 23, and August 6, 2014 & August 20, 2014
2. Consider Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
3. Consider Waiving the Notice Requirement in Section 64 of the New York State ABC Law with Respect to a Liquor License for Spins Bowl Carmel, LLC
4. Consider Resolution Reopening Section 384-d of the NYS Retirement and Social Security Law - Sgt. Robert Behan and Ptl. James Evans of the Town of Carmel Police Department
5. James Gilchrist, Director of Recreation and Parks – Daniel Murphy, Boy Scout Troop 1, Consider Eagle Scout Project – Installation of Lights at Red Mills Historic Park
6. James Gilchrist, Director of Recreation and Parks – Consider Extension of Agreement with Carmel United Soccer for Use of Camarda Park Recreational Fields
7. James Gilchrist, Director of Recreation and Parks – Consider Advertise for Bids for the Reconstruction of Tennis Courts at Sycamore Park (funded by NYS Dormitory Grant \$250,000)
8. James Gilchrist, Director of Recreation and Parks- Consider Waiver of Application Fee for Park Rental – Westchester Putnam Gaelic Football Club
9. Richard Franzetti PE, Town Engineer – Consider Accepting Proposal for the Installation of Handicap Access – Lake Casse Club House
10. Richard Franzetti PE, Town Engineer – Consider Request to Attend Conferences: NYC Watershed Science & Technical Conference, Sept. 10, 2014 (\$185) and Southeast NY Stormwater Conference, Oct. 15, 2014 (\$100)

11. Richard Franzetti PE, Town Engineer – Consider Accepting Proposal for Purchase and Installation of Flooring – Carmel Town Hall

- **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. Glenn Droese, Town Assessor – Personnel



**MAHOPAC VOLUNTEER FIRE  
DEPARTMENT**  
Office of the President

cc: Supervisor  
Legal Counsel  
Assessor

President  
Vincent Roberto Jr

Post Office Box 267  
Mahopac, NY 10541

Vice President  
Frank Egelsen Jr

Fire Headquarters  
(845) 628-3160  
Fax: (845) 628-2174

August 19, 2014

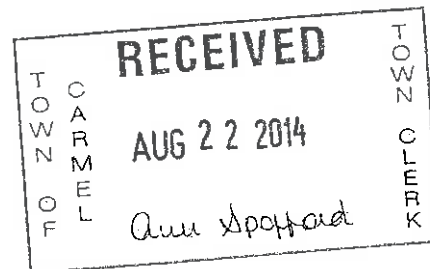
Ann Spofford, Town Clerk  
Town of Carmel  
60 McAlpin Ave.  
Mahopac, New York 10541

☒ Work Session 8/27/14  
☐ Agenda \_\_\_\_\_

Dear Mrs. Spofford:

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

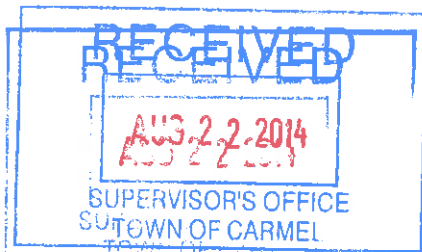
Benjamin Fernandes  
[REDACTED]  
Mahopac, NY  
[REDACTED]



Respectfully Submitted

*Farah Fieldale*

Farah Fieldale,  
Corresponding Secretary





**MAHOPAC VOLUNTEER FIRE  
DEPARTMENT**  
Office of the President

cc: Supervisor  
Legal Counsel  
Assessor

President  
Vincent Roberto Jr

Post Office Box 267  
Mahopac, NY 10541

Vice President  
Frank Egelsen Jr

Fire Headquarters  
(845) 628-3160  
Fax: (845) 628-2174

August 19, 2014

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

☒ Work Session 8/27/14

☐ Agenda \_\_\_\_\_

Dear Mrs. Spofford:

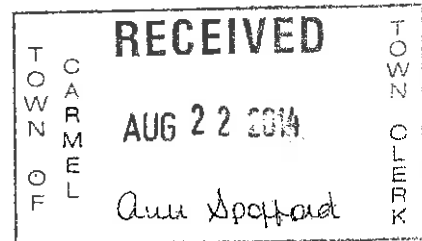
The following people have been dropped from the roles of the  
Mahopac Volunteer Fire Department.

Emily Akin

[REDACTED]  
Carmel, NY 10512

Jordon Maher

[REDACTED]  
Mahopac, NY 10541



Respectfully Submitted

*Farah A. Fieldale*

Farah Fieldale,  
Corresponding Secretary

LETTERA MOSIELLO  
& GIOFFRE  
—LLP—

cc Supervisor ✓  
Police Dept.

RECEIVED

AUG 22 2014

SUPERVISOR'S OFFICE  
TOWN OF CARMEL

August 21, 2014

**VIA OVERNIGHT MAIL**

Carmel Town Clerk  
Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541

RECEIVED

AUG 22 2014

Ann Spofford

☒ Work Session 8/27/14

☐ Agenda

Re: Notice to Municipality of Application for  
On-Premise Liquor License for Spins Bowl Carmel LLC

Dear City Clerk:

Pursuant to Alcohol Beverage Control Law, Section 64, Subdivision 2a, please accept this letter as official notice that our client, Spins Bowl Carmel LLC located at 23 Old Route 6, Carmel, New York 10512 intends to apply for an On-Premise Liquor License with the New York State Liquor Authority. Enclosed herewith is a completed State Liquor Authority standardized 30-day notice form.

Further, since our client is hoping to open the above restaurant in early Fall 2014, we respectfully request that the Town of Carmel waive the statutory 30 day waiting period to allow our client, Spins Bowl Carmel LLC to file its application for an On-Premise Liquor License as soon as possible to avoid any delays in the issuance of this new license. In addition, our client is buying an existing business, Carmel Bowl Inc. and will be applying for a Temporary Retail Permit. Please advise the undersigned of the Town of Carmel's position at your earliest convenience.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to call.

Very truly yours,

Lettera Mosiello & Gioffre LLP

Bruno V. Gioffre, Jr./SB

Bruno V. Gioffre, Jr., Esq.

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York  
Executive Department  
Division of Alcoholic Beverage Control  
State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

<b>RECEIVED</b>	
AUG 22 2014	
TOWN CLERK	CARMEL
Ann Spofford	

1. Date Notice was Sent: (mm/dd/yyyy) 08/21/2014
2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License
- ☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change

**This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board**

3. Name of Municipality or Community Board Carmel, NY

**Applicant/Licensee Information**

4. License Serial Number, if not New Application: New Application Expiration Date, if not New Application: New Application
5. Applicant or Licensee Name: Spins Bowl Carmel, LLC
6. Trade Name (if any): Spins Bowl
7. Street Address of Establishment: 23 Old Route 6
8. City, Town or Village: Carmel, NY Zip Code: 10512
9. Business Telephone Number of Applicant/Licensee: (845) 225-8787
10. Business Fax Number of Applicant/Licensee: \_\_\_\_\_
11. Business E-mail of Applicant/Licensee: bdiamond@dpmgt.com

**For New applicants, provide description below using all information known to date.**  
**For Alteration applicants, attach complete description and diagram of proposed alteration(s).**  
**For Current Licensees, set forth approved Method of Operation only.**  
**Do Not Use This Form to Change Your Method of Operation.**

12. Type(s) of Alcohol sold or to be sold: ("X" One) ☐ Beer Only ☐ Wine & Beer Only ☒ Liquor, Wine & Beer

13. Extent of Food Service: ("X" One) ☒ Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef) ☐ Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily; Meets legal minimum food availability requirements)

14. Type of Establishment: ("X" all that apply)
- |  |   |  |  |                                      |                                      |
|--|---|--|--|--------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Recorded Music                                 | <input checked="" type="checkbox"/> Live Music                        | <input type="checkbox"/> Disc Jockey           | <input checked="" type="checkbox"/> Juke Box | <input type="checkbox"/> Karaoke Bar | <input type="checkbox"/> Stage Shows |
| <input type="checkbox"/> Patron Dancing (small scale)                              | <input type="checkbox"/> Cabaret, Night Club (Large Scale Dance Club) |  | <input type="checkbox"/> Catering Facility   |                                      |                                      |
| <input type="checkbox"/> Capacity of 600 or more patrons                           | <input type="checkbox"/> Topless Entertainment                        | <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Hotel               |                                      |                                      |
| <input checked="" type="checkbox"/> Recreational Facility (Sports Facility/Vessel) | <input type="checkbox"/> Club (e.g. Golf Club/Fraternal Org.)         | <input type="checkbox"/> Bed & Breakfast       |  |                                      |                                      |
| <input type="checkbox"/> Seasonal Establishment                                    |   |  |  |                                      |                                      |

15. Licensed Outdoor Area: ("X" all that apply)
- |  |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| <input type="checkbox"/> None  | <input checked="" type="checkbox"/> Patio or Deck | <input type="checkbox"/> Rooftop | <input type="checkbox"/> Garden/Grounds | <input type="checkbox"/> Freestanding Covered Structure |
| <input type="checkbox"/> Sidewalk Cafe <input type="checkbox"/> Other (specify): _____ |   |                                  |   |   |

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York  
Executive Department  
Division of Alcoholic Beverage Control  
State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a  
Local Municipality or Community Board**  
(Page 2 of 2 of Form)

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located with 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☐ Yes ☒ No
20. Does the applicant or licensee own the building in which the establishment is located? ("X" One) ☒ Yes (If Yes SKIP 21-24) ☐ No

**Owner of the Building in Which the Licensed Establishment is Located**

21. Building Owner's Full Name:
22. Building Owner's Street Address:
23. City, Town or Village:  State:  Zip Code:

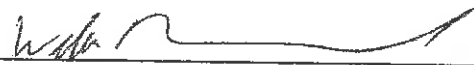
**Attorney Representing the Applicant in Connection with the Applicant's License Application Noted as Above for the  
Establishment Identified in this Notice**

25. Attorney's Full Name:
26. Attorney's Street Address:
27. City, Town or Village:  State:  Zip Code:
28. Business Telephone Number of Attorney:
29. Business Email Address of Attorney:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

30. Printed Name:  Title:

Signature: X 



Office of the New York State Comptroller  
**Thomas P. DiNapoli**  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State Street, Albany, New York 12244-0001

Phone: 518-474-0167  
Fax: 518-474-8357  
E-mail: RTEmpSer@osc.state.ny.us  
Web: www.osc.state.ny.us/retire

Mary Ellen Kutey, Director, Member & Employer Services Bureau

August 5, 2014  
Location Code: 30088

Ms. Mary Ann Maxwell  
Comptroller  
Town of Carmel  
60 Mc Alpin Ave  
Mahopac, NY 10541

☒ Work Session 8/27/14

☐ Agenda \_\_\_\_\_

Dear Ms. Maxwell,

Chapter 174, Laws of 2014, authorizes the Town of Carmel to reopen the twenty-year retirement plan, Section 384-d of the Retirement and Social Security Law, for Robert Behan, and James Evans.

If the Town of Carmel elects to provide the benefits of Chapter 174, the enclosed resolution, certification statement, and affidavit must be filed with the New York State and Local Retirement System on or before December 31, 2014.

Once we receive the documentation from the Town, the members must file the Section 384-d election form (PF5117) to enroll in the twenty-year plan on or before June 30, 2015. The Retirement System will contact the members directly.

The Actuary for the Retirement System has estimated that the additional annual contribution by the Town of Carmel will be approximately \$20,100 in the current New York State fiscal year.

In addition, the Actuary has estimated that the immediate past service cost of this benefit will be \$67,900. The past service cost must be paid in a lump sum. This amount will be included in the Town's February 1, 2015 Annual Invoice.

For additional information regarding this matter, contact us at (518) 474-0167.

Sincerely,

*Mary Ellen Kutey*  
Mary Ellen Kutey  
Director

Member & Employer Services Bureau

MEK:cs  
Enclosures







Office of the New York State  
**Thomas P. DiNapoli**  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State St., Albany, New York 12244

Location Code: 30088

Resolution reopening Section 384-d of the Retirement and Social Security Law for Robert Behan and James Evans as set forth in Chapter 174, Laws of 2014.

At a meeting of the governing board of the Town of Carmel held  
in \_\_\_\_\_, New York on \_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_ offered the following resolution:

(Person)

"BE IT RESOLVED: that the governing board of the Town of Carmel, does hereby assume the additional cost required to provide the reopening of Section 384-d of the Retirement and Social Security Law, pursuant to Chapter 174 of the Laws of 2014."

STATE OF NEW YORK            )  
  )SS:  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, clerk of the governing board of the Town of Carmel of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original. I further certify that the full board, consists of \_\_\_\_\_ members, and that \_\_\_\_\_ of such members were present at such meeting and that \_\_\_\_\_ of such members voted in favor of the above resolution.

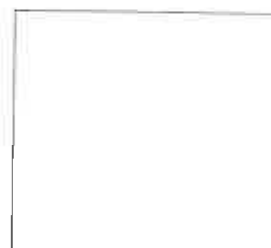
IN WITNESS WHEREOF, I have hereunto

(Seal)

Set my hand and the seal of the

Town of Carmel

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



\_\_\_\_\_  
(Signature of clerk)

The resolution must be approved by the legislative body and be approved by any other body or officer required by law to approve resolution of such legislative body.

Note: This resolution must be filed with the Division of Retirement Services, Office of the State Comptroller on or before **December 31, 2014**.



Office of the New York State Comptroller  
**Thomas P. DiNapoli**  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State Street, Albany, New York 12244-0001

Location Code: 30088

**Affidavit Pursuant to Chapter 174, Laws of 2014**

State of New York

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says:  
(Name of Chief Fiscal Officer)

1. That (s)he is the chief fiscal officer of Town of Carmel.
2. That, by the action of the governing body, the Town of Carmel has elected to reopen the Retirement Plan described in Section 384-d of the Retirement and Social Security Law, for Robert Behan and James Evans as set forth in Chapter 174 (Laws of 2014).
3. That the employer has received from the Retirement System an estimate of the cost of the benefits provided under Chapter 174, Laws of 2014. The estimated additional annual cost will be \$20,100. The lump sum past service cost will be \$67,900.
4. That the employer will appropriate the additional amount necessary to fund the past service cost related to this benefit in a lump-sum payment, which will be included on the Town's Annual Invoice.

\_\_\_\_\_  
(Signature of Chief Fiscal Officer)

\_\_\_\_\_  
Title

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public, State of New York  
(Please affix stamp or seal)



Office of the New York State Comptroller  
**Thomas P. DiNapoli**  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State Street, Albany, New York 12244-0001

## **Certification of Member Eligibility Under Chapter 174 (Laws of 2014)**

Employer's Name: Town of Carmel

Employer's Location Code: 30088

Special Plan Reopened: 384-d

<b>Member Name</b>	<b>Retirement Registration Number</b>
Robert Behan	0A85614-6
James Evans	0A95610-2

I certify that the members' previous failure to timely elect to participate in Section 384-d of the Retirement and Social Security Law was not ascribable to his/her own negligence.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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](mailto:carmelrecreation@ci.carmel.ny.us)


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

☒ Work Session 8/27/14

☐ Agenda \_\_\_\_\_

DATE: August 20, 2014

MEMO TO: Carmel Town Board ✓  
Carmel Town Hall

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

SUBJECT: Proposed Eagle Scout Project

Eagle Scout candidate Danny Murphy of Mahopac Troop 1 has proposed the installation of 4 lights in stone boxes surrounding the gazebo at Red Mills Park. This lighting would both highlight the gazebo for concerts and special events, and help prevent vandalism. He also plans to paint and fix the caps on the surrounding fence. The lighting will connect to the main power source, and Ed Kuck has agreed to assist Danny with his project. The Recreation and Parks Advisory Committee agrees with the project which was originally presented to them December 2012. I have attached the project description and drawings for your review.

Please add this item to the next Town Board Work Session agenda, and contact me with any questions.

/sms  
Attachments

Danny Murphy Eagle Scout Memo to TB



*"Town Unity through Recreation"*

## Attachment A – Project Description/Benefits

### Project Description:

My Eagle project will be taking place at Red Mills Park which is located off of Hill Street and behind the Putnam National Bank which is located on Route 6N in Mahopac.

There is a gazebo in this park that was built in 2003 by Mr. Ed Kuck (Town Excavator) and all neighbors of this park that were interested in revitalizing this park. Councilman Frank Lombardi and Mr. Gilchrist of the Putnam Recreation and Parks department are the sponsors of this project. Their dream is for lights to be installed around this gazebo that will shine on the gazebo which will accomplish two main things:

- Residents of Mahopac can enjoy free concerts in the gazebo at night or any other event that would be held in the park after dark
- The lights would also help to stop kids from using the gazebo as a roller rink. Since the kids are using the floor of the gazebo to ride their skateboards, they are ruining the paint and knocking off the caps on top of the fence which is making the gazebo look run down. With these lights, cops passing by can see what is going on so they can stop kids from vandalizing the gazebo.

Once I agreed to take on this project and seek approval from my troop and the Westchester/Putnam Council, I first needed to get approval from the Town Council. I attended the Town Council meeting on December 6, 2012 and presented my preliminary plan for installing these lights. The council approved and offered any help in getting this project done. Now I need to obtain approval for my proposal

My Eagle Scout project is to install 4 lights in stone boxes surrounding the gazebo in Red Mills Park. In each of these boxes, I will place an LED light bulb. Then I have to connect the lights by electrical wiring that will connect to the main power source that was installed in 2011 by Ray of Light.

Ed Kuck, the town excavator, has offered to come to the park and excavate each of the holes 18 feet inches into the ground that will house the stone light boxes. The stone light boxes will be constructed by a mason recommended by Ed Kuck.

Consider the gazebo to be the center, then each light box will be placed 35 feet surrounding the gazebo – please see attached drawing. The 1<sup>st</sup> light box will also be 45 feet from the main power source and then 70 feet from the 2<sup>nd</sup> light box. The distance from the 2<sup>nd</sup> light box to the 3<sup>rd</sup> light box will be 64 feet and from the 3<sup>rd</sup> box to the 4<sup>th</sup> box will be 64 ft.

Each light box will be constructed from regular stone and will be inserted at an angle into the holes dug 18 inches into ground.

Councilman Lombardi and Mr. Gilchrist have also requested that as part of the project, I paint the gazebo and replace all the caps to the tops of the fences. There are 12 missing fence caps but I will purchase 15 so that there are extra for future replacements. I have agreed to make this part of my project and is included in my budget projections. I am hoping that my fellow scouts will help with the painting and attaching the caps

I will be fundraising for this project by holding a bake sale at Red Mills and running a breakfast fundraiser at Chilis. I am also hoping to get donations from local businesses once I receive approval on my fundraising application.

Attached is a schematic of where the lights will be located around the gazebo. I have also attached pictures of the gazebo from different angles as well as pictures of the power source of the electric – both main and the one closest to the gazebo.

# Diagram

Power box

45ft

connection  
Source

1

70ft

35ft

35ft

GAZEBO

35ft

2

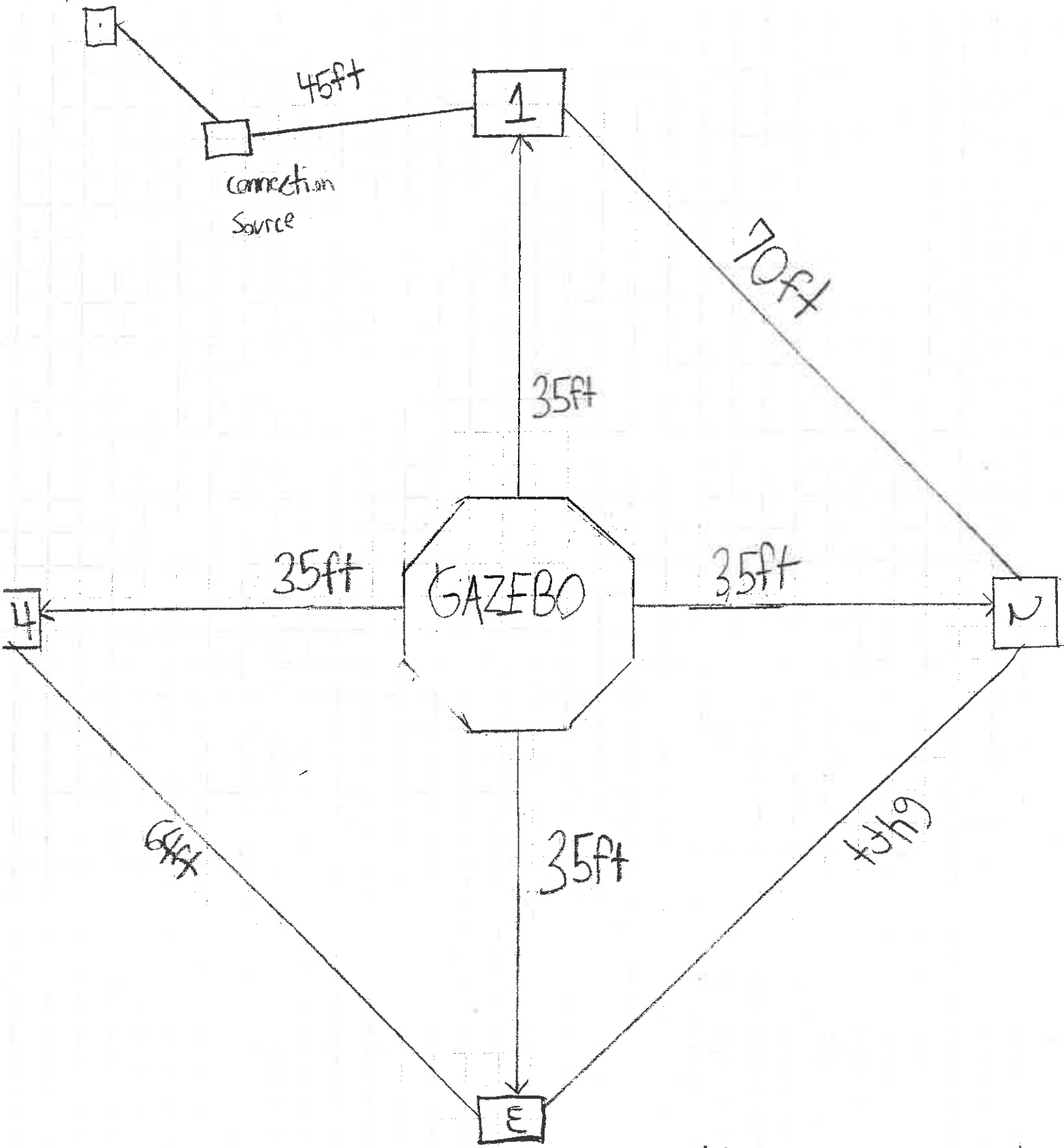
64ft

35ft

47ft

3

\* Each box and wire will  
be dug 18 inches into the  
ground \*





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](mailto:carmelrecreation@ci.carmel.ny.us)

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

DATE: August 20, 2014

☒ Work Session 8/27/14

TO: Carmel Town Board  
Carmel Town Hall

☐ Agenda \_\_\_\_\_

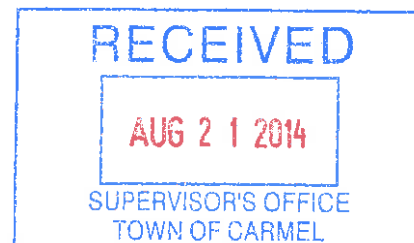
FROM: James R. Gilchrist, CPRP  
Director, Recreation and Parks

SUBJECT: Proposed Carmel United Soccer License Agreement (copy attached)

As discussed at the last Recreation and Parks Advisory Committee meeting on August 7, it is recommended that Carmel United Soccer's current contract to use Camarda Park be extended for four months (August 1, 2014 – November 30, 2014). Their most recent 4-month contract expired July 31, 2014, and this would be a temporary solution so that soccer can practice and play for the fall season. We are working on finalizing a proposed long term License Agreement between the Town of Carmel and Carmel United Soccer.

Please add this to the next Town Board Work Session agenda, and contact me with any questions.

/sms  
Attachment



Carmel United Soccer memo to TB

*"Town Unity through Recreation"*



LICENSE AGREEMENT BETWEEN CARMEL UNITED SOCCER  
AND  
THE TOWN OF CARMEL

THIS LICENSE AGREEMENT, entered into this 1<sup>st</sup> day of August 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 United Soccer Club, with its business address at P.O. Box 322, Patterson, New York, 12563 ("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 soccer games and practices for their travel teams;

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. Tuesday through Friday 5:00 p.m. – dusk (last two weeks in August)
2. Tuesday through Friday 5:00 p.m. – dusk (September-November)
3. Sundays in the Fall from 1:30 p.m. – dusk (September -November)

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 6-month period commencing on August 1, 2014, and ending January 31, 2015. 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:** 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 a minimum of one million dollars (\$1,000,000.00) per incident primary liability coverage for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability, and a minimum of three million dollars (\$3,000,000.00) excess or umbrella liability coverage. The Town of Carmel shall be named as an additional insured on all such policies.

**FOURTH:** 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.

**FIFTH:** 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:

CARMEL UNITED SOCCER

By:

Kenneth Schmitt, Town Supervisor

Ed Kerrigan, President

Date:

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](mailto:carmelrecreation@ci.carmel.ny.us)

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

☒ Work Session 8/27/14

☐ Agenda \_\_\_\_\_

DATE: August 20, 2014

TO: Carmel Town Board  
Carmel Town Hall

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

SUBJECT: Reconstruction of Tennis Courts at Sycamore Park

REFERENCE: May 29, 2012 memo from Dormitory Authority, State of New York to Kenneth Schmitt  
(copy attached)

I am seeking authorization to go out to bid for the reconstruction of the Sycamore Park tennis courts, and have attached a detailed description of the work to be done. As per the Master Plan, the current basketball courts would be relocated to make way for the proposed Community Center. This reconstruction will be funded through a \$250,000 grant which was received through the NYS Dormitory Authority.

Please add this item to the next Town Board Work Session agenda, and contact me with any questions.

/sms  
attachments

Tennis Court memo to TB



*"Town Unity through Recreation"*

## **SYCAMORE PARK**

### **RECONSTRUCTION OF FOUR (4) ALL-WEATHER TENNIS COURTS, TWO BATTERIES OF TWO COURTS 120' X 108'. CONVERT UPPER COURT TO BASKETBALL COURT 100' X 60', AND LOWER COURT TO TENNIS COURT 120' X 108'.**

1. The exact location of the courts will remain the same.
2. An access roadway to the court area will be constructed, and the fence fabric along with the fence posts and net posts on the proposed basketball court will be removed and discarded. The fence fabric only on the tennis courts will be removed along with the new post footings. The fence poles, top rail and bottom rail will be painted black, the gate will be adjusted to meet the new court elevation.
  - 2A. The existing asphalt surface on the proposed basketball court will be delineated as to meet NCAA/HIGH SCHOOL dimensions. Excess surface will be coated with acrylic coatings and be designated as a viewing area. All cracks on the court surface will be cleaned, filled and repaired with the ARMOR CRACK REPAIR SYSTEM.
3. New net posts footings for the tennis courts will be positioned according to the U.S.T.A. specifications. The foundation will be 3'x3'x3' and filled with concrete one (1") inch from surface course. Four (4) BISON (ULTIMATE basketball systems) will be installed on the basketball court.
4. Center strap anchors. #1045 will be positioned and set in concrete footings 1'x1'x1'.
5. Cracks and depressions on the tennis court surface will be filled and leveled. A paving fabric (PETROMAT or equal) will be installed over the tennis court surface.
6. A 2" surface course (7F) of hot plant asphalt will be constructed over the paving fabric with a Laser Controlled automated paver and compacted by a roller weighing not less than two tons.
7. Prior to application of color surface, the basketball and tennis court surface will be flooded with water and allowed to drain. Any depressions will be filled and leveled with Patch binder. If the standing water does not cover a five-cent piece, it is within tolerance and will evaporate within a reasonable time. (Some depressions may remain as the planarity of the courts has not changed.)
8. Two (2) coats of Acrylic Resurfacer is used to seal entire court area.
9. One coat of ACTION PAVE Texture course Winter Green with sand will be applied over entire court area.
10. One (1) coat of ACTION PAVE Finish coat Winter Green will be applied over entire court area.
11. White line paint will be used to paint 2" playing lines on the basketball and tennis courts. The lines will be masked out, the one (1) coat of clear will be applied to assure a sharp line. Atop of clear, two (2) coats of white line paint will be applied by brush.. The basketball courts will include key areas, foul lines, and 3 point lines.
12. The net, #1701, is put up and center strap, #1070, is attached.
13. 456 Lineal feet of 10 foot 1 ¾ x 9 gauge black fence will be installed around the perimeter of the painted fence system of the tennis courts only.
14. New topsoil, seed, & straw will be installed to create a proper transition from the edge of the court to the existing grass areas around the new court elevations.



**Dormitory Authority  
State of New York**

Alfonso L. Carney, Jr., Chair  
Paul T. Williams, Jr., President

Orig: Town Clerk ✓  
cc: Jim Gilchrist ✓  
Town Counsel ✓  
Comptroller ✓  
NYS Dorm Auth. file ✓  
5/30. BC

May 29, 2012

**VIA OVERNIGHT MAIL**

Mr. Kenneth Schmitt  
Supervisor  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541

Re: *New York State Economic Development Assistance Program ("NYS EDAP")  
Architectural Design, Engineering, and Infrastructure Improvements for  
Community Recreation Center  
Project ID: #3654*

Dear Mr. Schmitt:

Enclosed please find one (1) fully executed original Grant Disbursement Agreement for your files. At this time you may forward requisitions for payment to the attention of Accounts Payable – Grants, utilizing the forms provided in the Grant Disbursement Agreement. If you should have any questions about submitting a requisition, please contact the accounts payable hotline at (518) 257-3777, and an accountant will get back to you shortly.

Thank you.

Sincerely,

Chad Pirro  
Grant Administrator

Enc.

cc: Accounts Payable, Dormitory Authority

RECEIVED

MAY 30 2012

SUPERVISOR'S OFFICE  
TOWN OF CARMEL

**CORPORATE HEADQUARTERS**

515 Broadway  
Albany, New York 12207-2964

Tel: 518-257-3000  
Fax: 518-257-3100

**NEW YORK OFFICE**

One Penn Plaza, 52nd Floor  
New York, New York 10119-0098

Tel: 212-273-5000  
Fax: 212-273-5121

**BUFFALO OFFICE**

539 Franklin Street  
Buffalo, New York 14202-1109

Tel: 716-884-9780  
Fax: 716-884-9787

**WEB**

[www.dasny.org](http://www.dasny.org)

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

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**DORMITORY AUTHORITY OF THE STATE  
OF NEW YORK (the "Authority"):**

515 Broadway  
Albany, New York 12207  
Contact: Sara Richards  
Phone: (518) 257-3177  
Fax: (518) 257-3475  
E-mail: grants@dasny.org

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**THE GRANTEE:**

Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541  
Contact: Mr. Kenneth Schmitt

Phone: (845) 628-1470  
Fax: (845) 628-6836

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**THE PROJECT:**

Architectural Design, Engineering, and  
Infrastructure Improvements for  
Community Recreation Center

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**PROJECT LOCATION:**

Sycamore Park

**GRANT AMOUNT:**

\$250,000

**FUNDING SOURCE:**

New York State Economic Development  
Assistance Program ("NYS EDAP")

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For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT  
INFORMATION SHEET DATE:**

12/19/11

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**DATE GDA SENT TO GRANTEE:**

3/15/12

---

**DATE AGREEMENT SIGNED BY GRANTEE:**

4/10/12

---

**DATE AGREEMENT SIGNED BY THE  
AUTHORITY:**

5/24/12

---

**EXPIRATION DATE OF THIS AGREEMENT:**

5/24/15

---

**PROJECT ID #:** 3654  
**FMS#:** 135247  
**GranteeID:** 2337  
**GrantID:** 3795

## TERMS AND CONDITIONS

### 1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to the Authority, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to the Authority, its agents, officers and employees for six (6) years following the date of such early termination.

### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) The Authority has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the NYS EDAP Program have been met; and
- (c) The monies required to fund the Grant have been received by the Authority; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided the Authority with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the NYS EDAP and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

## 5. Disbursement

Subject to the terms and conditions contained in this Agreement, the Authority shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: The Authority shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to the Authority of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to the Dormitory Authority; and (iii) such additional supporting documentation as the Authority may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
  - (1) The Authority may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to the Authority of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to the Dormitory Authority evidencing the completion of work; and (iii) such additional supporting documentation as the Authority may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
  - (2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph



4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to the Authority, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. The Authority will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) The Authority may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

(c) Electronic Payments Program: The Authority reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, the Authority shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by the Authority. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that the Authority may withhold any request for payment hereunder, if the Grantee has not complied with the Authority's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by the Authority.

(d) In no event will the Authority make any payment which would cause the Authority's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by the Authority as provided in Section 9(c) hereof.

#### 6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with the Authority's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

#### 7. No Liability of the Authority or the State

The Authority shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless the Authority, the

State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by the Authority to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by the Authority the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against the Authority by a governmental agency or authority, which the Authority defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the NYS EDAP Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to the Dormitory Authority.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.

- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to the Authority's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project.
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to the Authority arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of the Authority or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of the Authority or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or the Authority in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that the Authority has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ") completed by the Grantee in connection with the Project and the Grant attached hereto as Exhibit C, and that the responses in the GQ continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that the Dormitory Authority has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to the Dormitory Authority.
- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- (t) The Grantee agrees to provide such documentation to the Authority as may be requested by the Authority in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of the Authority, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of the Authority and within the time frames established therefor under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by the Authority to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or the Authority.
- (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
- (vi) The Grantee abandons the Project prior to its completion.

- (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
- (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by the Authority indicating the nature of the default, the Authority shall have the right to terminate this Agreement.
- (c) Upon any such termination, the Authority may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If the Authority determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, the Authority may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. The Authority shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. The Authority, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to the Authority in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

The Authority shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

#### 13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to the Authority or obtained by the Authority as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by the Authority to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except the Authority and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, the Authority will not be liable for any information disclosed, in the Authority's sole discretion, pursuant to the Freedom of Information Law, or which the Authority is required to disclose pursuant to legal process.


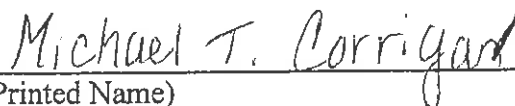
18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the NYS EDAP Program to the Authority.

Town of Carmel  
Architectural Design, Engineering, and Infrastructure Improvements for Community Recreation  
Center  
Project ID 3654

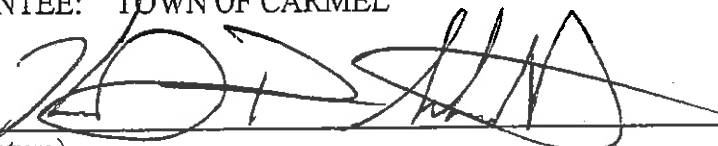

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

  
\_\_\_\_\_  
Authorized Officer  
  
\_\_\_\_\_  
(Printed Name)

Date: 5/24/12

GRANTEE: TOWN OF CARMEL

  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Printed name and title)

Date: 4/10/12



## **GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

### EXHIBIT A: Project Budget

Town of Carmel  
Architectural Design, Engineering, and Infrastructure Improvements for Community Recreation Center  
Project ID 3654

USE OF FUNDS	TIMELINE		SOURCES					TOTAL
	Anticipated Dates		Authority Share	In-Kind/Equity/Sponsor		Other Sources		
TASKS*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
Architectural design, engineering, and infrastructure improvements for community recreation center	06/01/2012	05/31/2014	\$250,000					\$250,000
	Total Project Cost		\$250,000					\$250,000

\* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

**COSTELLO & FOLCHETTI, LLP**  
**ATTORNEYS AT LAW**  
P.O. BOX 1200  
1875 ROUTE SIX  
CARMEL, NY 10512  
(845) 225-1900

Thomas J. Costello  
Gregory L. Folchetti\*  
\*Admitted NY and CT

Westchester Office  
219 Westchester Avenue  
Port Chester, New York 10573

April 18, 2012

Dormitory Authority of the  
State of New York  
515 Broadway  
Albany, New York 12207  
Attn: Debra Pulenskey Drescher, Esq.

**Re: NYS EDAP with Town of Carmel**  
**Project ID 3654**

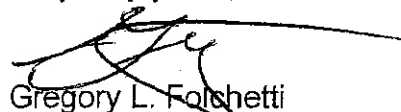
Ladies and Gentlemen:

I have acted as counsel to the Town of Carmel (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on April 10, 2012 (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

  
Gregory L. Folchetti  
Town Counsel  
Town of Carmel, NY

GLF/ac

## EXHIBIT C: Grantee Questionnaire



**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**  
**Grant Programs**  
**Grantee Questionnaire**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE THE DORMITORY AUTHORITY WILL PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

**SECTION I: GENERAL INFORMATION**

1. GRANTEE (LEGALLY INC. NAME): Town of Carmel
2. FEDERAL EMPLOYER ID NO. (FEIN): 14-600-2109
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): N / A
- COUNTY FILED: Putnam
4. WEBSITE ADDRESS (IF APPLICABLE): www.ci.carmel.ny.us
5. BUSINESS E-MAIL ADDRESS: KS@ci.carmel.ny.us
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 60 McAlpin Avenue, Mahopac, NY 10541
7. TELEPHONE NUMBER: (845) 628-1500 7. FAX NUMBER: (845) 628-6836
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?  
☐ YES ☒ NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:  
NAME: Kenneth Schmitt  
TITLE: Town Supervisor  
TELEPHONE NUMBER: (845) 628-1500 FAX NUMBER: (845) 628-6836  
E-MAIL: KS@ci.carmel.ny.us
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? N / A

## SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

### A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

### B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? ☐ YES ☒ NO  
IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? ☐ YES ☒ NO  
IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? ☐ YES ☒ NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE.   X  

IF ANSWER IS "NO", PLEASE EXPLAIN:

The Town of Carmel Town Code contains an Ethics Code which deals with such conflicts and that any bidder would be required to submit non-collusive bidding certifications with this project.

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? ☐ YES ☒ NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? ☐ YES ☒ NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? ☐ YES ☒ NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? ☐ YES ☒ NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? ☐ YES ☒ NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? ☐ YES ☒ NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? ☒ YES ☐ NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS ☒ YES ☐ NO
  - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION ☐ YES ☒ NO
  - COVERAGE OR CLAIM REQUIREMENTS ☐ YES ☒ NO
  - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) ☐ YES ☒ NO
  - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS ☐ YES ☒ NO
  - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS ☐ YES ☒ NO
  - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? ☐ YES ☒ NO
  - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? ☐ YES ☒ NO

FOR EACH YES ANSWER TO QUESTIONS 5-A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

- (a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? ☐ YES ☒ NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO FILE/PAY AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ YES ☒ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

(c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? ☐ YES ☒ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: \_\_\_\_\_

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? ☐ YES ☒ NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: \_\_\_\_\_

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: \_\_\_\_\_

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: \_\_\_\_\_

IF CLOSED, PROVIDE THE DATE CLOSED: \_\_\_\_\_

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET? ☐ YES ☐ NO ☒ N/A, PROJECT IS FULLY FUNDED BY GRANT. *1/13/12*

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT THE DORMITORY AUTHORITY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

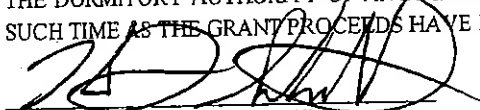


## CERTIFICATION

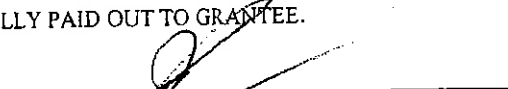
THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN THE AUTHORITY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING THE DORMITORY AUTHORITY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT THE DORMITORY AUTHORITY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT THE DORMITORY AUTHORITY STATE OF NEW YORK WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY THE DORMITORY AUTHORITY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

  
Signature of Authorized Officer

Kenneth Schmitt  
Printed Name of Authorized Officer

  
Signature of Chair of the Board of Grantee  
(or other Authorized Officer)

James R. Gilchrist  
Print Name of Chair of the Board of Grantee  
(or other Authorized Officer)

Town Supervisor  
Title of Authorized Officer

Sworn to before me this 21<sup>st</sup> day  
of December, 2011.

Ann Garris  
Notary Public

ANN GARRIS  
Notary Public, State of New York  
Qualified in Putnam County  
No. 01GA6146807  
Commission Expires May 22, 2014

7/22/2010

Sworn to before me this 21<sup>st</sup> day  
of December, 2011.

Ann Garris  
Notary Public

ANN GARRIS  
Notary Public, State of New York  
Qualified in Putnam County  
No. 01GA6146807  
Commission Expires May 22, 2014

Page 7 of 8

Print Form

## EXHIBIT D: Disbursement Terms

Town of Carmel  
Architectural Design, Engineering, and Infrastructure Improvements for Community Recreation  
Center  
Project ID 3654

Subject to the terms and conditions contained in this Agreement, the Authority shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

The Authority shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to the Authority of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as the Authority may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Section 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Section 5(b) of this Agreement.

Supporting documentation acceptable to the Authority must be provided prior to payment, including invoices and proof of payment in a form acceptable to the Dormitory Authority. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. The Dormitory Authority reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to the Authority as may be requested by the Authority in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of the Authority, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

## EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Carmel  
Architectural Design, Engineering, and Infrastructure Improvements for Community Recreation  
Center  
Project ID 3654

**For Office Use Only:**

**FMS#:** 135247

**GranteeID:** 2337

**GrantID:** 3795

Payment Request # [REDACTED]

For work completed between [REDACTED] and [REDACTED]

### THIS REQUEST:

A: TASK #*	B: THE AUTHORITY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

- \* Please note that the task numbers and Authority Share amounts set forth in columns A and B respectively must correspond to the tasks and Authority Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that the Authority can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a New York State Economic Development Assistance Program facility.

The Authority may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Carmel, for Project # 3654.

We hereby warrant and represent to the Dormitory Authority of the State of New York ("the Authority") that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request                      attached hereto in the amount of                      for which Town of Carmel, is seeking payment and/or reimbursement comply with the requirements of the Agreement between the Authority and Town of Carmel (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from the Authority does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to the Authority within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, the Authority will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Carmel. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for Authority approval, in support of this requisition, and are accurate images of the original documents (Please check off all that apply):
  - ☐ Readable copies of both front and back of canceled checks.
  - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - ☐ Other:

Authorized Officer Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Officer Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT E-1: Payment Requisition Cover Letter

## ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants  
Dormitory Authority of the State of New York  
515 Broadway  
Albany, New York 12207

Re: *New York State Economic Development Assistance Program ("NYS EDAP") Grant  
Architectural Design, Engineering, and Infrastructure Improvements for Community  
Recreation Center  
Project No. 3654*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<b>OR</b>	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<b>OR</b>	
3) <input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from the Authority for this grant and for no other purpose.</b> The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #: [REDACTED] Task Description: [REDACTED]

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: [REDACTED] Task Description: [REDACTED]

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #: [REDACTED] Task Description: [REDACTED]

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

## EXHIBIT F

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and the Authority, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by the Authority's participation in projects or initiatives, and/or the use of the Authority funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by the Authority, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

#### Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by the Authority.

#### Affirmative Action Officer ("AAO")

Shall mean the Authority's Affirmative Action Officer or his/her designee, managing the affirmative action program for the Authority.

Agency	Dates	Description	ID#
NYS Div. of Criminal Justice 4 Tower Place Albany, NY 12203	4/1/05 – 9/15/07	PD Speed Monitor Purchase	LG03038585
NYS Gov. Traffic Safety Committee Dept. of Motor Vehicles 6 Empire State Plaza Albany, NY 12228	10/1/06 – 9/30/07	Police Dept. Buckle Up New York	PT-4050132
NYS Unified Court System	9/22/06	Justice Court Asst. Program	3527
NYS Unified Court System	2/29/08	Justice Court Asst. Program	4342
NYS Unified Court System	6/09/08	Justice Court Asst. Program	4682
NYS Unified Court System	12/1/08	Justice Court Asst. Program	4682
NYS Dept. of State 41 State Street Albany, NY 12231	4/1/07 – 7/31/08	Mahopac Business Enhancement	TM07136
NYS Dept. of State 41 State Street Albany, NY 12231	11/2006 - 3/31/10	Water Quality Planning & Implementation	C050007
NYS Dept. of Transportation 4 Burnett Blvd. Poughkeepsie, NY 12603	01/2008	Safetia Lu Union Valley Rd. Project	8759.51
NYS Dept. of Transportation 4 Burnett Blvd. Poughkeepsie, NY 12603	12/2007	Safetia Lu Union Valley Rd. Project	8759.52
NYS Dept. of Transportation 4 Burnett Blvd. Poughkeepsie, NY 12603	3/31/2008	Safetia Lu Kirk Lake Drive Project	8760.06
NYS Division of Youth	2006	Recreation Dept.	
NYS Division of Youth	2007	Recreation Dept.	
NYS Division of Youth	2008	Recreation Dept.	
NYS Division of Youth	2006	Police Dept.	
NYS Division of Youth	2007	Police Dept.	
NYS Division of Youth	2008	Police Dept.	
NYS Dept. of Transportation 4 Burnett Blvd. Poughkeepsie, NY 12603	2008/09	Seminary Hill Rd.	M080801
NYS Environmental Facilities Corp	2/6/08	Carmel Sewer Districts #2, #4, #7	
NYS Dept. of Transportation	7/1/09	Rt. 6 and Rt. 6N intersection	#8MS347.30A
New York State Power Authority	7/1/09	Petroleum Overcharge cost Restitution	



NYS Dept. of Environmental Conservation	2/18/09	Landfill Closure - 1995	
NYS Office of Children and Family Services	2010 (rec. 2011)	Recreation Dept.	
NYS Dept. of Transportation	8/4/10	Multi-Modal Grant	
NYS Office of Court Administration	10/20/10	Justice Court Assistance Program	

Revised: 10/18/11



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](mailto:carmelrecreation@ci.carmel.ny.us)

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

DATE: August 20, 2014

TO: Carmel Town Board  
Carmel Town Hall

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

SUBJECT: Waiving of Park Rental Fee

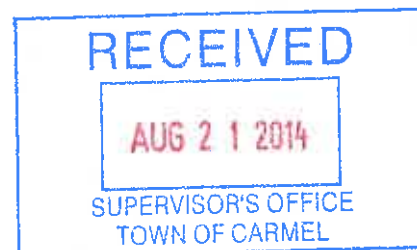
REFERENCE: 1) August 5, 2014 memo from Mairead Kelleher (copy attached)  
2) August 18, 2014 memo from Roger Garcia (copy attached)

The Westchester-Putnam Setanta Gaelic Football Club would like to use the airport park field and have requested the field rental fee be waived. Because they are a non-profit organization that enroll Town of Carmel children at no cost to the families, I suggest waiving the fee for their current request and future use of the park. They will work with Mahopac Sports Association on the schedule, and will provide a Certificate of Liability Insurance holding the Town of Carmel additionally insured.

Please add this item to the next Town Board Work Session agenda, and contact me with any questions.

/sms  
attachments

☒ Work Session 8/27/14  
☐ Agenda \_\_\_\_\_



401 Barrett Hill Rd  
Mahopac, NY  
10541

August 5<sup>th</sup> 2014

Dear Mr. Gilchrist,

I am writing on behalf of West- Put Setanta Gaelic Football Club, to seek permission to use the Airport Field for weekly training sessions.

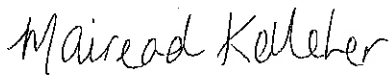
We are requesting use of the field from approximately August 21<sup>st</sup> 2014 - November 13<sup>th</sup> 2014, and from April 9<sup>th</sup> 2015 (or whenever the field is deemed playable) - July 21<sup>st</sup> 2015. Our preferred day and time is Mondays at 5.30pm - 7pm.

We are also requesting that the fee for use of Airport field be waived, since we are a not for profit organization and offer participation in Gaelic football for local children at no cost to them.

We are fully insured and all of our coaches submit to a background check through the NY Minor Board Gaelic Athletic Association.

West-Put Setanta GFC truly appreciates the Town of Carmel's consideration of this proposal.

Yours Sincerely,

A handwritten signature in cursive script that reads "Mairead Kelleher".

Mairead Kelleher  
(West-Put Setanta Gaelic Football Club)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/14

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**

Pullen Insurance Services, Inc.  
2560 River Park Plaza, Suite 300  
Fl. Worth, TX 76116

CONTACT NAME: Sports Division

PHONE  
(A/C, No. Ext): (817) 738-6100FAX  
(A/C, No): (817) 738-2993E-MAIL  
ADDRESS: info@pullenins.com**INSURED**

Minor Board of the Gaelic Athletic Association of New York, Inc & Its  
Member Organizations dba Minor Board of the Gaelic Athletic Association of  
New York, Inc  
8 Leticia Road  
East Chester, NY 10707

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Lexington Insurance Company

INSURER B:

INSURER C:

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	ADDL INSR	SUBR WVD	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						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$0
		X		2695909-06	3/17/14	3/17/15	PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			2695909-06	3/17/14	3/17/15	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						IWC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	MEDICAL PAYMENTS FOR PARTICIPANTS						EXCESS MEDICAL \$
							\$

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

Certificate Holder is Additional Insured

**CERTIFICATE HOLDER**

The Harvey School  
260 Jay Street  
Katona, New York 10536  
(Landlord)

**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

Mahopac Sports Association  
PO Box 955  
Mahopac, New York 10541

August 18, 2014

Recreation and Parks Advisory Committee  
c/o Mr. Jim Gilchrist  
Town of Carmel Recreation and Parks Department  
790 Long Pond Road  
Mahopac, New York 10541

Re: West – Put Setanta Gaelic Football Club  
use of Airport Fields

Dear Jim:

As requested during the August 7<sup>th</sup> meeting of the Recreation and Parks Advisory Committee, I spoke with the President of MSA Soccer in connection with West – Put Setanta's request to use a portion of the Airport Fields for weekly training sessions.

Rich DeCola, president of the soccer club, polled the soccer board members who were receptive and supportive of the request. The Airport is lightly used by MSA Soccer on Monday evenings in the Fall so there should be no difficulty in sharing the facility. The facility is used to a greater degree in the Spring when both MSA Soccer and Lacrosse use the facility, but both clubs will work with West – Put to ensure field availability on Monday evenings in the Spring.

I met Corrine Perillo, who made the presentation to the Committee on August 7<sup>th</sup>, at the field on Saturday, August 9<sup>th</sup>. We agreed on the general section of the field that they will use during the Fall season, and that we would speak again between the end of the Fall season and beginning of the Spring season.

Please feel free to contact me should you require further information.

Very truly yours,



Roger Garcia  
President, Mahopac Sports Association

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 8/27/14

☐ Agenda \_\_\_\_\_

## MEMORANDUM

**To:** Carmel Town Board  
**CC:** Mary Ann Maxwell, Comptroller  
**From:** Richard J. Franzetti P.E. Town Engineer   
**Date:** August 20, 2014  
**Re:** Lake Casse Club House Handicap Access

The Lake Casse Park District solicited the attached proposals from three contractors for the installation of a handicap access ramp and new steps at the Lake Casse Clubhouse. The following Bids were received:

Contractor	Total price
Windows Plus	\$12,700.00
Santucci Bros Contracting	\$12,800.00
W&K General Contracting	\$17,500.00

This Department checked references provided by the lowest priced contractor Windows Plus. The reference intake forms are attached. Windows Plus Painting is a registered contractor in Putnam County.

Mary Ann Maxwell provided the attached indicating there are sufficient funds in the Lake Casse budget to perform this service. A copy of her correspondence is attached.

We therefore recommend that the project be awarded to Windows Plus at the price of \$12,700.00.

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

**From:** [Maxwell, Mary Ann](#)  
**To:** [Franzetti, Richard](#)  
**Subject:** RE: 08-19-14 Budget to install Lake Casse handicap access ramp  
**Date:** Wednesday, August 20, 2014 9:38:39 AM

---

There is \$5,000 left in the capital expenditure line and \$4,000 in the repair reserve expense line. The additional funding will either come from other expense lines or the unreserved fund balance with has a balance of \$140,515.

Mary Ann

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

---

**From:** Franzetti, Richard  
**Sent:** Tuesday, August 19, 2014 10:50 AM  
**To:** Maxwell, Mary Ann  
**Subject:** 08-19-14 Budget to install Lake Casse handicap access ramp

Mary Anne,

Can you please advise if there is sufficient budget to install a handicap access ramp at the Lake Casse clubhouse?

The lowest bid received was \$12,700.00 from Windows Plus.

Thanks

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

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

(845)  
621-2176



# WINDOWS PLUS



Licensed  
&  
Insured

"Complete Service for the Home"  
Windows • Siding • Kitchens • Bathrooms • Decks

## JOB ESTIMATE

Estimate Date: 7/25/04

Owner: LAKE CASSE HALL

Estimate Valid Thru: 10/25/14

19.3 Sherm Hill Road

City: Mahopac, N.Y. 10541

Phone:

QUANTITY	DESCRIPTION	PRICE
	BUILD NEW Trex Deck/Porch & NEW HANDI-CAP Ramp. (Siderwalk GRADE)	
	JOB Description is as follows:	
JOB # 1	Deck/Porch DEMO: DEMO existing wood Porch, old new SIDER ledgers AND old cement Footings. Throw all debris in Rented DUMPSTER.	Included in Footings Price
JOB # 2	Handicap Footings: Dig out AT LEAST (5) NEW cement Footings to support NEW Deck/Porch AND NEW 16" Ramp. Each Footing will be 42" deep & 12" wide. T & M = 1,200.	\$ 1,200.00
	Underpinning - Build new deck underpinning FROM PRESSURE TREATED WOOD, New ledgers 2x10, New GIRDERs 2x12, new support Posts 2x10, & NEW Support COLUMNS - 6"x6". Time & Materials For New Deck/Porch AND NEW Ramp = \$ 4,600.00	\$ 4,600.00

☒ Installation ☐ New Moulding ☐ Capping ☐ Caulking ☒ Clean Job

JOB TOTAL \$ 12,700.00

ALL Decking will be Built to Code in Putnam County!

Total \$

Salesman:

**Windows Plus**  
Westchester • Putnam

(845) 621-2176  
(914) 438-0249



Page 2  
(845)  
621-2176



# WINDOWS PLUS



Licensed  
&  
Insured

"Complete Service for the Home"  
Windows • Siding • Kitchens • Bathrooms • Decks

## JOB ESTIMATE

Estimate Date: 7/25/14

Owner: Lake Casse Hall

Estimate Valid Thru: 10/25/14

193 Shear Hill Road

City: Mahopac, N.Y. 10541

Phone:

QUANTITY	DESCRIPTION	PRICE
	• Decking - Install New traditional Trex decking, (Color to be determined later) on new Front Porch / Deck & on new Side Handicap Ramp. All Decking will be screwed down with plastic coated deck screws. Time & Materials	3,900.00
	• Railing System - Install new white on Trex porch Railing system with square spindles, sleepers, cap & Base.	2,300.00
	• New Concrete Pad - 4' wide x 11' 6" long with wire mesh for strength. * Cement walkway will be 3,500 - 4,000 PSI Rated for Sidewalk grade in case of salt being used on snow days.	800.00

☒ Installation ☐ New Moulding ☒ Capping ☒ Caulking ☒ Clean Job

Lidger

JOB TOTAL = 12,700.00

Total \$ 12,700.00

Salesman: Frank Gugliemi

**Windows Plus**

Westchester • Putnam

(845) 621-2176

(914) 438-0249

Santucci Bros Contracting  
31 Allapartus Circle  
Ossining, NY 10562

Attn. Billy  
Club House  
193 Sheer Hill Road  
Mahopac, NY 10541  
Siclari36@verizon.net

7/18/2014

**Work performed as follows:**

- Remove and dispose of concrete stoop and steps.**
  - Construct a new front porch and handicap ramp.**
  - The framing will be built with pressure treated lumber and proper sonatubes installed for stability of frame.**
  - All decking will be a Trex brand flooring.**
  - All railings will be a Trex brand.**
  - A concrete landing will be built at bottom of ramp and leading out to blacktop.**
  - All posts will have a cap and bottom skirt installed.**
  - Both porch and handicap ramp will have Azak facer board installed to outer sections.**
- Price includes all labor, materials, disposal and demo.....\$12,800**

**We appreciate your business.**

File #: WC 08031-H08  
PC 2420-A

8 Jack Rd.  
Cortlandt Manor, NY 10567  
Phone#: (914) 734-4054  
Emergency#: (914) 447-6544

- Alcoa: Mastic: Royal: Crane: Certain Feed: Fiber Cement: Wood: bricks.
- Certain Feed: Elk: Owens Corning: GAF: EPDM: Rubber Roofing.
- Stone walls: Steps: Side walks: Patios: bricks: Cinder blocks, etc.
- 
- 5 & 6 K. 10 colors available.
- 

**FULLY INSURED & BONDED**

# HANDICAP RAMP PROPOSAL

Date: July 1, 2014

**Proposal Submitted to:** Mr. Bill Siclari (LAKE CASSE CLUB HOUSE)  
**Street:** 193 Shearhill Rd.  
**City/State:** Mahopac, NY  
**Phone:** (914) 536-7507

W&K General Contractor, Inc. hereby submits specifications and estimates to Mr. Siclari, for home improvements at: LAKE CASSE CLUB HOUSE 193 Shearhill Rd. Mahopac, NY, in the following manner:

## NEW HANDICAP RAMP

1. Build a PT handicap ramp including concrete platform from building wall to the driveway; ( as specified on drawings)
2. Install 5/4" flooring trex;
3. Install Trex Transcend railing and posts;
4. Vinyl lattice to be install at the side of the ramp, and
5. All debris to be removed by contractor.

**TOTAL** **\$ 9,520.00**

## NEW TREX ENTRANCE

10. Remove existing concrete entrance including steps
11. Build a PT entrance including steps per code.
12. Install 5/4" flooring trex on landing and treads
13. PVC composite boards to be install as risers
14. Install Trex Transcend railing and posts
15. Vinyl lattice to be install at both sides of the entrance, and
16. All debris to be removed by contractor

**NEW ENTRANCE COST \$ 7,980.00**

**INTERVIEW INTAKE FORM- LAKE CASSE CLUBHOUSE HANDICAP RAMP**

**TOWN OF CARMEL**

SUBJECT: Windows Plus General Contracting Inc.

NAME OF PERSON INTERVIEWED: Tom Jocelyn

NAME OF MUNICIPALITY/BUSINESS Scientific Electric

DATE INTERVIEW CONDUCTED: 08-20-14

PERSON CONDUCTING INTERVIEW: Donna Esteves

Performance:

1. What work did they perform for you? Outdoor cement and excavation.
2. How long have you used them? Over 20 years.
3. Were you satisfied with work performed? Yes, very professional and responsible.
4. Do you currently use them or use them again in the future? Yes, he has an ongoing business relationship with them.

**INTERVIEW INTAKE FORM- LAKE CASSE CLUBHOUSE HANDICAP RAMP**

**TOWN OF CARMEL**

SUBJECT: Windows Plus General Contracting Inc.

NAME OF PERSON INTERVIEWED: Mike Weber

NAME OF MUNICIPALITY/BUSINESS Webbers Landscaping

DATE INTERVIEW CONDUCTED: 08-20-14

PERSON CONDUCTING INVTERVIEW: Donna Esteves

**Performance:**

1. What work did they perform for you? Vinyl Siding.
2. How long have you used them? For several projects.
3. Were you satisfied with work performed? Yes, competitive pricing, responsible and efficient.
4. Do you currently use them or use them again in the future? Yes

**INTERVIEW INTAKE FORM- LAKE CASSE CLUBHOUSE HANDICAP RAMP**

**TOWN OF CARMEL**

SUBJECT: Windows Plus General Contracting Inc.

NAME OF PERSON INTERVIEWED: Maureen Repole

NAME OF MUNICIPALITY/BUSINESS Residential

DATE INTERVIEW CONDUCTED: 08-20-14

PERSON CONDUCTING INVTERVIEW: Donna Esteves

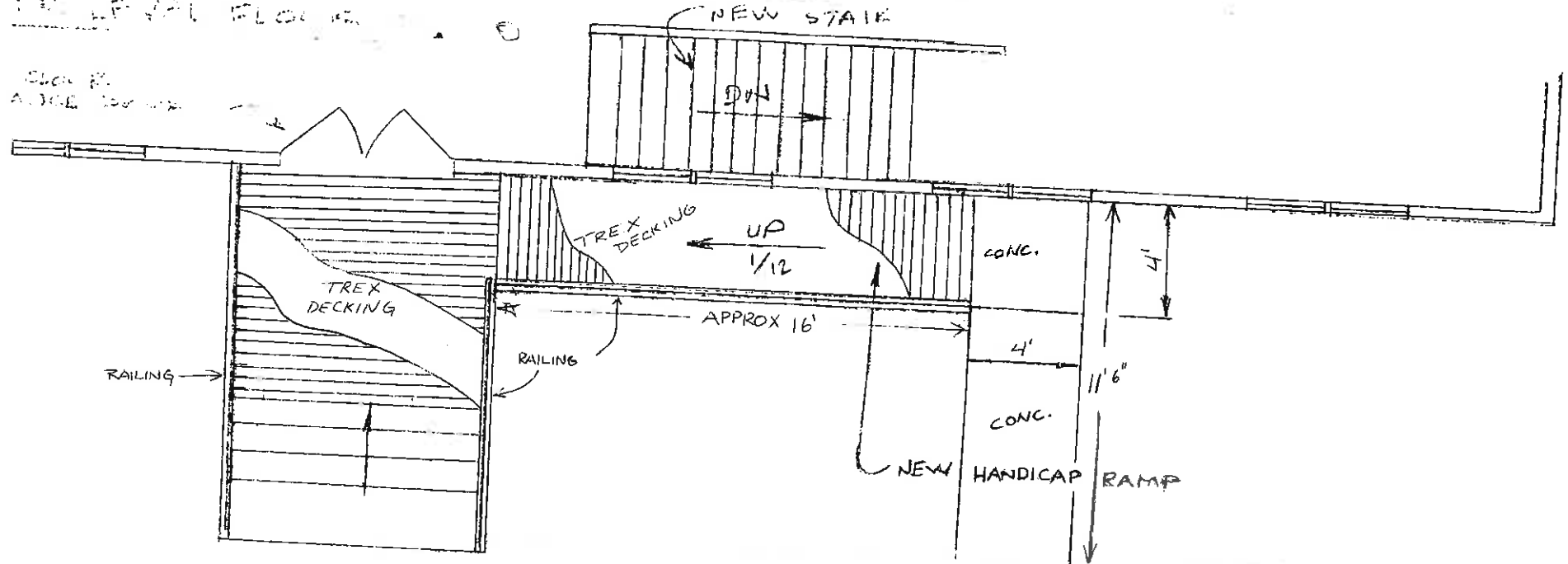
Performance:

1. What work did they perform for you? Kitchen and bathrooms
2. How long have you used them? For above project.
3. Were you satisfied with work performed? Yes, great workers, ethical, consistent and very reliable.
4. Do you currently use them or use them again in the future? Yes and has recommended them to several other people.

# LAKE CASSE

UPPER LEVEL FLOOR

EXIST. BLACKTOP



UPPER LEVEL FLOOR PART PLAN  
SCALE = 1/4" = 1'-0"

EXISTING BLACKTOP



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 8/27/14

☐ Agenda \_\_\_\_\_

## MEMORANDUM

To: Carmel Town Board

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

Date: August 20, 2014

Re: Request to attend Conferences

Attached please find the program outlines discussing two (2) upcoming conferences which I respectfully request would like to attend. The conferences are:

1. NYC Watershed Science and Technical Conference. Sponsored by the New York Water Environment Association on September 10, 2014 at the Thayer Hotel, West Point. The seminar's focus is on "Stormwater Management on a Changing Climate" and will address the topics related to stormwater design, source water protection, watershed planning, and low impact development .

The cost for this one (1) day seminar is \$185.00.

2. Southeast NY Stormwater Conference. Sponsored by the Lower Hudson Coalition of Conservation Districts on October 15, 2014 at the Dutchess Manor. The seminar's focus is on "Stormwater Management on a Changing Climate" and will address the topics related to green infrastructure design and retrofits and phosphorus load reduction strategies

The cost for this one (1) day seminar is \$100.00.

There are sufficient funds in the Engineering Departments budget to cover the cost for these conferences (Line 100.1440.0047 – Engineering Training Exp. \$700.00).

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

## The Southeast New York Stormwater Conference and Trade Show

is presented by

The Lower Hudson Coalition of  
Conservation Districts



[www.lhccd.net](http://www.lhccd.net)

Including Soil and Water Conservation  
Districts in the counties of Albany, Columbia,  
Dutchess, Greene, New York City, Orange,  
Putnam, Rensselaer, Rockland, Ulster and  
Westchester

The conference will be held at:



The Dutchess Manor  
263 Route 9D  
Beacon, NY 12508  
845-831-3650

[www.dutchessmanor.com](http://www.dutchessmanor.com)

Overnight accommodations may be found nearby  
in Newburgh and Fishkill.

## Professional Development Credits

### Municipal Board Members

A self-certification form will be available for planning  
board members and other municipal representatives  
to submit to their municipality for credit considera-  
tion.

### Professional Engineers

PEs will be eligible for 1.0 hour of credit for each of  
the following sessions: 1, 2, 4, 5, 6, 7, 8, 9. (Session 3  
does not qualify.) A total of 5.0 hours may be earned.

Credits for PEs provided by:  
*Mid-Hudson Consulting Civil Engineers Society*

### Landscape Architects

Approval is being sought to offer CEUs for RLAs.  
Information will be available at [www.lhccd.net](http://www.lhccd.net).

### Floodplain Managers

Approval is being sought to offer credits for CFMs.  
Information will be available at [www.lhccd.net](http://www.lhccd.net).

### Other Professionals

A self-certification form will be available for other  
professionals to submit to their accrediting agency for  
consideration.

For additional information, visit [www.lhccd.net](http://www.lhccd.net)

## 14th Annual Southeast New York Stormwater Conference and Trade Show



**OCTOBER 15, 2014**  
**Beacon, New York**

## Stormwater Management in a Changing Climate



presented by  
The Lower Hudson Coalition of  
Conservation Districts

## Registration Form

Please register by clipping and returning this form with your payment. You can also register on-line with a credit card at [www.lhccd.net](http://www.lhccd.net).

Name \_\_\_\_\_

Affiliation/Business \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

Please indicate which concurrent sessions you plan to attend.

10:00am ☐2 or ☐3

11:15am ☐4 or ☐5

1:15pm ☐6 or ☐7

2:30 pm ☐8 or ☐9

### **Registration Fee:**

On or before September 24: \$ 100.00

After September 24: \$ 125.00

Registration includes breakfast, lunch, and coffee breaks

### **Payment Options:**

#### **Check or Purchase Order:**

Make payable to *Dutchess County SWCD*

Mail this form & payment to:  
Dutchess County SWCD  
Attn: Conference  
2715 Route 44, Suite 3  
Millbrook, NY 12545

#### **Credit Card:**

Register on-line at [www.lhccd.net](http://www.lhccd.net)

Pay by credit card through Paypal on our website.

(No Paypal account required)

Sorry, no refunds after October 6. Purchase orders and vouchers will be charged even if you do not attend.

Registration questions? Contact Jennifer Lusk at [dutch@dutchesswcd.org](mailto:dutch@dutchesswcd.org) or 845-677-8011 x3

## Southeast New York Stormwater Conference Agenda October 15, 2014

8:00 **Conference Check-In and Continental Breakfast**

8:30 **Welcome and LHCCD Update**

8:45 **1. Climate Change and Resilient Site Planning**  
Russell Urban-Mead and Kelsey Carr

9:45 **Break**

10:00 **2. Diving Deeper into Green Infrastructure: Design Opportunities, Avoiding Pitfalls**  
John Dunkle

**3. Removing Barriers to Green Infrastructure in Municipal Codes**  
Nadine Medina and Marcy Denker

11:00 **Break**

11:15 **4. Maximizing Phosphorus Load Reduction**  
Derek Berg

**5. Culvert Sizing for Flood Resilience and Wildlife Passage**  
Andrew Meyer and Brian Scoralick

12:15 **Lunch**

1:15 **6. Modern Erosion Control Techniques and Materials**  
Doug McCluskey and Randy Thompson

**7. Effective Green Infrastructure Retrofits**  
Suzanna Randall

2:15 **Break**

2:30 **8. Practical Long-Term Green Infrastructure Design**  
Josh Kogan

**9. Multiple Benefits of Green Infrastructure Practices**  
Libby Murphy and Simon Gruber

3:30 **Conference Ends**



The background of the entire page is a photograph of a large concrete dam with water cascading over it. In the upper left, a small building with a dark, conical roof is visible through the trees. The entire image is framed by a thick orange border.

# NYC Watershed Science and Technical Conference

September 10, 2014 Thayer Hotel, West Point



**NYWEA**

LEADING THE WAY IN  
WATER QUALITY MANAGEMENT



# 2014 NYC Watershed Science and Technical Conference Registration Form

Register online at <http://tinyurl.com/2014Watershed> or go to [www.nywea.org](http://www.nywea.org)  
September 10, 2014 • Thayer Hotel , West Point, NY

## Instructions

Complete all portions of this form. Print or type information.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Employer \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

☐ Check here if you are a speaker\*.

Day: \_\_\_\_\_

Speaker registration is waived *on the day* of presentation.

## Payment

☐ Cash ☐ Check ☐ Voucher Received by \_\_\_\_\_

Credit Card: ☐ Visa ☐ MC ☐ AMEX

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ V-code \_\_\_\_\_

Signature \_\_\_\_\_

*Make all checks payable to NYWEA*

525 Plum Street, Suite 102, Syracuse, NY 13204

Please complete all vouchers before submitting for payment.

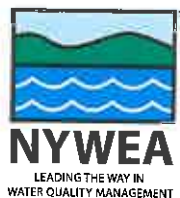
Registration form can also be faxed to: 315-422-3851,

or emailed to [mah@nywea.org](mailto:mah@nywea.org).

Watershed Science and Technical Conference	Registration Costs			Enter Fees
	Student**	Member	Non-Member	
One Day – Wednesday, September 10, 2014	\$30.00	\$150.00	\$230.00	
Exhibit Booth Fee		\$350		
			Total Registration	\$

One Day (Wednesday): Includes Continental breakfast and lunch

\*Speakers: Registration includes lunch.



Registrations received after August 29, 2014 will be charged an additional \$35 site-registration fee.

Cancellations must be submitted in writing by August 29, 2014. A 20% service fee will apply to all cancellations received before August 29, 2014; no refunds will be made on registration fees or special events after August 29, 2014.

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 8/27/14

## MEMORANDUM

☐ Agenda \_\_\_\_\_

**To:** Carmel Town Board  
**From:** Richard J. Franzetti P.E. Town Engineer *RTF*  
**Date:** August 21, 2014  
**Re:** Town Hall Floor Covering

The Town of Carmel Town Board has requested that proposals be sought to replace the existing floor covering in Town Hall. The request for proposal identified that the common hallway carpeting be replaced with vinyl composition tiles and that all office carpeting be replaced with new carpeting.

This Department has received four (4) proposals.

Contractor	Total price
Freight Liquidators	\$27,400.00
Carpet Giant	\$28,075.00
Sam's Floor Covering	\$33,479.80
Kennys Carpet One	\$39,351.00

All proposals included a cost for moving of furniture. A copy of their proposal is attached.

This Department checked references provided by the lowest priced contractor Freight Liquidators. The reference intake forms are attached. Freight Liquidators is a registered contractor in Putnam County.

Mary Ann Maxwell provided the attached indicating the funding for this project. A copy of her correspondence is attached.

We therefore recommend that the project be awarded to Freight Liquidators at a value of \$27,400.00.

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

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

# FREIGHT LIQUIDATORS

403 Rt. 6  
MAHOPAC N.Y. 10541  
(845) 628-7930

MAHOPAC, NY

403 Route 6  
Mahopac, NY 10541  
(845) 628-7930  
Fax (845) 621-1258  
www.freightliquidators.co

SMEL TOWN HALL  
MCALPIN AVE  
MAHOPAC, NY 10541

SPECIAL INSTRUCTIONS:  
ESTIMATE

REC#	0	DATE: 07/01/14	SM: JFA	DEPT: R	CHECK	(845) 628-1500
STATUS: PT	TRANSACTION TYPE: HO					
Qty.	Company	Item No.	Description	Amount		
1		CUTORDER	43 BOXES CONGOLEUM VCT TILE	27400.00		
			(2) 4 GALLON VINYL ADHESIVE			
1		CUTORDER	10 VINYL TO CARPET JOHNSONITE REDUCERS			
			800 YDS 20 OZ. OLEFIN COMMERCIAL CARPET	0.00		
1		CINSTALL	(8) 4 GALLON CARPET ADHESIVE			
			INSTALLATION GLUE DOWN	0.00		
			RIP UP/REMOVB E EXISTING GLUE DOWN CARPET			
			MOVE OFFICE FURNITURE/DESKS/FILE CABINET			
SUBTOTAL				27400.00		
TAX				2296.12		
DELIVERY				0.00		
TOTAL				29696.12		
PRIOR DEPS				0.00		
NEW DEPOSIT				0.00		
BALANCE DUE				29696.12		

I DO ☐ I DO NOT ☐ WANT FABRIC PROTECTION  
 NO CANCELLATIONS OR REFUNDS ON ANY ORDER, THERE IS A 25% FEE ON ALL AND ANY CANCELLATIONS OF  
 THE TOTAL PRICE OF THIS ORDER. DELIVERY TIME IS WITHIN 180 DAYS. ALL MERCHANDISE MUST BE PICKED UP  
 OR DELIVERED WITHIN 10 DAYS. FINAL PAYMENTS CASH OR CASHIERS CHECKS.

Signature \_\_\_\_\_

OFFICE COPY

**INTERVIEW INTAKE FORM- TOWN HALL CARPETING**

**TOWN OF CARMEL**

SUBJECT: Freight Liquidators  
NAME OF PERSON INTERVIEWED: Tommy Balisone  
NAME OF MUNICIPALITY/BUSINESS Halmar Construction  
DATE INTERVIEW CONDUCTED: 08-21-14  
PERSON CONDUCTING INVTERVIEW: Donna Esteves

Performance:

1. What work did they perform for you? Carpeting and wood flooring for all the field offices and main office.
2. How long have you used them? 4-5 years.
3. Were you satisfied with work performed? Yes, they are on time, clean and very professional!
4. Do you currently use them or use them again in the future? Yes



**INTERVIEW INTAKE FORM- TOWN HALL CARPETING**

**TOWN OF CARMEL**

SUBJECT: Freight Liquidators

NAME OF PERSON INTERVIEWED: Nicole Stern

NAME OF MUNICIPALITY/BUSINESS Lynlil Associates

DATE INTERVIEW CONDUCTED: 08-21-14

PERSON CONDUCTING INVTERVIEW: Donna Esteves

Performance:

1. What work did they perform for you? Carpeting and furniture for personal and business properties.
2. How long have you used them? For many years.
3. Were you satisfied with work performed? Yes, they would not use anyone else. The work is exceptional.
4. Do you currently use them or use them again in the future? Yes

**From:** [Maxwell, Mary Ann](#)  
**To:** [Franzetti, Richard](#)  
**Cc:** [Schmitt, Kenneth](#); "[flombardiesq@aol.com](#)" ([flombardiesq@aol.com](#)); [Suzi McDonough](#) ([smcdonough@ball4ny.com](#)) ([smcdonough@ball4ny.com](#)); [Lupinacci, John](#); [jon@sfgtaxes.com](#); "[gfolchetti@aol.com](#)" ([gfolchetti@aol.com](#)); [Pasquerello, Anne](#)  
**Subject:** RE: 08-19-14 RE: new flooring town hall  
**Date:** Wednesday, August 20, 2014 9:26:27 AM

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Rich,

As discussed previously there is \$50,000 in the contingency line. If the gasoline dispenser replacement \$32,000 is authorized it will be transferred from that line leaving only \$18,000. I am reviewing various benefit lines to see if the additional \$9,400 could be transferred from those lines. My only concern is that I do not receive the annual retirement bill until September. In addition, if there is excess in these lines I would hesitate to use it because in the event that contracts are settled this year we would have to pay FICA/Med on employees retro pays. If funding is not available I can transfer the additional funds from the unreserved fund balance if the project is authorized.

We also received the check from NYMIR for \$21,386 for the capitalization interest return that was not budgeted. I would recommend using this to offset any shortage with the mortgage tax revenue but if the board would like to use this money to fund these projects please let me know.

Also where do we stand with the tax receivers office construction project? If authorized I will need to transfer from these lines as well or the unreserved fund balance if necessary.

Mary Ann

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

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**From:** Franzetti, Richard  
**Sent:** Tuesday, August 19, 2014 2:52 PM  
**To:** Maxwell, Mary Ann  
**Subject:** 08-19-14 RE: new flooring town hall

Mary Ann,

Please confirm that there is sufficient funding to replace the existing floor covering in Town Hall. The request for proposal identified that the common hallway carpeting be replaced with vinyl composition tiles and that all office carpeting be replaced with new carpeting.

The lowest proposal received was from Freight Liquidators at a value of \$27,400.00.

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

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

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**From:** Schmitt, Kenneth  
**Sent:** Thursday, August 14, 2014 1:58 PM  
**To:** Franzetti, Richard; Vara, Rob; John Folchetti ([John.Folchetti@jrfa.com](mailto:John.Folchetti@jrfa.com))  
**Cc:** Maxwell, Mary Ann  
**Subject:** new flooring town hall

Gentleman,

The Carmel Town Board is requesting that you continue moving forward with the new flooring project at town hall, if we are reasonably comfortable with the vendor that submitted the lowest cost proposal to accomplish the work then let's continue with the process, the board would like the new flooring installed in this calendar year, discussion regarding this item should be placed on an upcoming work session agenda.

Funding for this project has been authorized by the TB, Mary Ann, please appropriate the funding for this project, this may necessitate a Budget transfer.

Thanks.

*Kenneth Schmitt,*

Town of Carmel Supervisor  
60 McAlpin Avenue  
Carmel, NY 10541  
phone 845.628-1500  
fax 845.628.6837