

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

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

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

TOWN BOARD WORK SESSION
Wednesday, February 8, 2017 7:00pm

Pledge of Allegiance – Moment of Silence

Executive Session:

6:15pm – Assessor – Certiorari Litigation

Town Board Work Session:

- Review of Town Board Minutes February 1, 2017
- 1. Supervisor Schmitt – Consider Request to Attend Conference (Supervisor, Town Engineer and Town Comptroller) – “State Water Grants for Municipalities” – February 16, 2017 – Crowne Plaza, White Plains (No Cost for Elected Officials and Municipal Employees)
- 2. Michael Simone, Highway Superintendent – Consider Request to Advertise for Bids for the Purchase of Miscellaneous Highway Supplies and Materials-Spring 2017
- 3. James Gilchrist, Director of Recreation and Parks – Consider Request to Renew Contract for Landscaping/Grass Cutting for the Various Town Owned Parks
- 4. James Gilchrist, Director of Recreation and Parks-Consider Request to Advertise for Bids for Bus Transportation – 2017 Summer Camp
- 5. Richard Franzetti, PE, Town Engineer – Consider Bond Return Lakeview Realty TM# 76.22.1-4 (\$27,000)
- 6. Richard Franzetti, PE, Town Engineer – Consider Request to Advertise for Bids for the Replacement of Water Line - CWD#9
- 7. Richard Franzetti, PE, Town Engineer – Consider Request to Advertise for Bids for Sludge Hauling for the Various Town Owned Sewer Districts
- 8. Richard Franzetti, PE, Town Engineer – Consider Request to Renew Agreement and/or Consider Request for RFQ for the Operation and Maintenance of Various Town Owned Sewer and Water Districts
- 9. Richard Franzetti, PE, Town Engineer- Consider Request to Advertise for Bids for the Purchase of Water Meters and Automated Meter Infrastructure
- 10. Councilman Jonathan Schneider/Councilwoman Suzi McDonough – Consider Discussion of Amending Proposed Law Regarding Chickens and Chicken Coops
- **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. Vincent Franze, AIA - Contractual



State Water Grants For Municipalities

Learn how to get your project to the top of the list!

- ✓ CIC/CAI Report finds \$1 billion in Clean Water infrastructure projects is needed in our region over the next five years.
- ✓ Gov. Andrew Cuomo has proposed \$2 billion in statewide grants over next five years to help local governments meet this challenge.
- ✓ Local Communities cannot clean and protect our waters without State help.

Learn how your community can benefit from these investments.

Thursday, February 16, 2017

4:00 p.m. Seminar & Presentations 6:00 p.m. Cocktail Reception 7:00 p.m. Dinner

Crowne Plaza

66 Hale Avenue, White Plains, New York

Guest Speakers:

Sabrina M. Ty, President & CEO
Environmental Facilities Corp of NYS

Steven Otis, State Assemblyman
& Co-Sponsor of Funding Legislation

RSVP to

Mary Prenon, Director of Communications - 914.681.0833 x322 - Mary.Prenon@HGAR.com

Cost: No charge to municipal officials, CIC/BCA members and affiliate unions.





TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

MEMORANDUM

TO: Town Board
FROM: Michael Simone – Highway Superintendent
DATE: February 2, 2017
RE: 2017 Spring Bids

I am requesting approval to put the following items out to spring bid:

- Bituminous Concrete
- Catch Basins & Sumps with Tops
- Crushed Gravel
- Drainage Pipe – Aluminum Culvert Pipe
- Polyethylene Pipe
- Steel Culvert Pipe
- Granular Base (Item 4)
- Road Oil, Cut Backs, etc.
- Run of Bank Gravel
- Tree Felling & Trimming

Thanks and Regards,

Michael Simone

MS/Sen

cc Town Attorney
Ann Spofford – Town Clerk



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

JAMES R. GILCHRIST, CPRP, DIRECTOR


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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 12, 2017

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Town of Carmel Landscaping/Grass Cutting Contract

REFERENCE: "Resolution Awarding Bid for Landscaping/Grass Cutting for Town Parks" dated
April 24, 2014 (copy attached)

The referenced bid includes landscaping and grass cutting services for the Airport Park, Camarda Park, Chamber Park, McDonough Park, Red Mills Park, and Town Hall. As the 2014 contract states, the Town of Carmel has an option to renew the contract for up to three additional single periods (2015 and/or 2016 and/or 2017) identical to the terms in the original contract. Based on the performance of Pat Scanlan Landscaping I would recommend renewing their contract for 2017, and I have attached a copy of their current Certificate of Insurance.

The annual contract cost for Pat Scanlan's Landscaping service is \$35,125.00.00 for five parks (Airport Park, Camarda Park, Chamber Park, Red Mills Park, and McDonough Park), and is covered under the 7110.45 Park Maintenance Contract line. Additionally, the Town Board requested cutting for Town Hall be added at a cost of \$85.00 per week for 25 weeks for a total additional cost of \$2,125.00 which is charged to the Town Hall Building Maintenance Contract line 1620.44.

A Town Board resolution is required for the continuance of this contract, so please put this on the next work session agenda for approval and contact me with any questions.

/sms

**RESOLUTION AWARDING BID FOR
LANDSCAPING/GRASS CUTTING FOR TOWN PARKS**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for landscaping/grass cutting services at various Town of Carmel Town Parks, and

WHEREAS, a bid opening memo has been prepared by James R. Gilchrist, a copy of which is on file with Town Clerk Ann Spofford; and

WHEREAS, James R. Gilchrist, Director of Parks and Recreation has recommended the awarding of the bids to Pat Scanlan Landscaping, New City, NY; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bid to Pat Scanlan Landscaping, New City, NY, the lowest responsible bidder who met specifications for Airport Park, Camarda Park, Mahopac Chamber Park and McDonough Park, at a annual contract price of \$30,750.00; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates and a bid bond in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to enter into the aforesaid contract and to execute any necessary documentation required connection therewith.

Resolution

Offered by: Councilwoman McDonough

Seconded by: Councilman Lupinacci

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

S
E
A
L

I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the **23rd** day of **April, 2014**; and of the whole thereof.

April 24, 2014
Dated

Ann Spofford
Ann Spofford, Town Clerk



100 Erie Ins. Pl. • Erie, PA 16530

CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -

CERTIFICATE HOLDER COPY

NAME AND NUMBER OF AGENCY WARREN M GILDERSLEEVE INC 266 ROUTE 32 CENTRAL VALLEY, NY 10917-3614	NN1364 845-928-2231	DATE ISSUED 05/17/2016	NAME AND ADDRESS OF CERTIFICATE HOLDER TOWN OF CARMEL RECREATION AND PARKS DEPT 60 MCALPIN AVE MAHOPAC NY 10541-
NAME AND ADDRESS OF NAMED INSURED PAT SCANLAN LANDSCAPING, INC 14 PLAINS DR NEW CITY NY 10956-5916			

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT ADDITIONAL INSURED	Q297620079	05/26/2016	05/26/2017	EACH OCCURRENCE	\$ 1000000	
				FIRE DAMAGE (Any one premises)	\$ 1000000	
				MED EXP (Any one person)	\$ 5000	
				PERSONAL & ADV INJURY	\$ 1000000	
				GENERAL AGGREGATE	\$ 2000000	
				PRODUCTS-COMP/OP AGG	\$ 2000000	
AUTOMOBILE LIABILITY ANY AUTO (OWNED, HIRED, NON-OWNED)	Q057640014	05/26/2016	05/26/2017	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1000000	
EXCESS LIABILITY OCCURRENCE FORM RETENTION \$10000	Q297670021	05/26/2016	05/26/2017	EACH OCCURRENCE	5000000	
				AGGREGATE	5000000	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Q907100148	06/21/2016	06/21/2017	STATUTORY		
				BODILY ACCIDENT	\$ 500000	
				INJURY DISEASE	\$ 500000	
				BY DISEASE	\$ 500000	
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

LANDSCAPING AND SNOW REMOVAL

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.**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).

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. IT DOES NOT AFFIRMATIVELY OR NEGATIVELY LIST, AMEND, EXTEND OR OTHERWISE ALTER THE TERMS, EXCLUSIONS AND CONDITIONS OF INSURANCE COVERAGE CONTAINED IN THE POLICY(IES) INDICATED ABOVE. THE TERMS AND CONDITIONS OF THE POLICY(IES) GOVERN THE INSURANCE COVERAGE AS APPLIED TO ANY GIVEN SITUATION. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND CERTIFICATE HOLDER.

ERIE INSURANCE GROUP

SEE REVERSE SIDE

AUTHORIZED
REPRESENTATIVE*Marc Cipriani*



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 26, 2017

TO: Ken Schmitt, Supervisor
Carmel Town Hall

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

SUBJECT: Summer Camp Bus Bid

In preparation for our upcoming camp season, it is necessary for us to go out to bid for bus transportation for our camp trips. I am requesting your authorization to proceed with the bid process.

I have attached a Bid Form and description of services for your review.

Please contact me if you have any questions.

/sms
Attachments



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

Town of Carmel - Mahopac, NY 10541

Bid Form

Bus Transportation for 2017 Summer Camp Trips

The undersigned, being experienced and responsible for bus transportation, agrees to provide for the Town of Carmel, school bus transportation for 2017 Summer Camp trips in accordance with the attached specifications of the Town of Carmel.

Please enter your price below for each trip, **per bus**, to complete all specified work required in the bid.
(Please write in Bid Price in figures and words).

Price Trip #1 \$ _____

Price Trip #2 \$ _____

Price Trip #3 \$ _____

Price Trip #4 \$ _____

Representative's Signature: _____

Bidder's Legal Name: _____

Address: _____

Telephone Number: _____

Date: _____



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

General Conditions

1. TYPE AND LOCATION OF WORK

- a. The work shall comprise of all labor, material and equipment necessary to complete the work.
- b. It is the intent of the Town of Carmel to enter into a contract with a properly equipped and qualified company for Bus Transportation Services in the Town of Carmel on an as need basis.

2. PAYMENT

- a. Prices bid shall be full compensation for all labor, materials, use of tools and equipment, insurance, overhead and other costs necessary as required and specified herein.
- b. Payment will be made after submission of an invoice, verification by the Recreation Department of work completed, and approval by the responsible individual(s).

3. ORDER AND DIRECTION OF WORK

The work to be done shall be under the general supervision of the local municipal representative. The contractor shall immediately comply with any and all orders and instructions given. The order of sequence of execution of the work and the general conducts shall be subject to the approval and direction of the local municipal representative.

4. CONDITIONS AT WORK SITE

It is expected that bidders will make personal inspections of the both departure and arrival locations to obtain necessary information as to enable them to make up their bids intelligently. No allowance will be made for any claim that bids were made on incomplete information as to the nature and character of the bid requirements or work involved.

5. SPECIFIC BID DETAILS

- a. Provide safe and reliable school bus transportation to the following destinations, using the approximate departure and return arrival times. Buses needed for each trip is an approximate total based upon past use. Buses will be required to depart from as many as three separate locations and return to those locations.



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

5. SPECIFIC BID DETAILS (continued)

TRIP #1

Wednesday, July 12, 2017: Departure Time 9:30 a.m. – Return Time 4:00 p.m.

Quassy Amusement Park

2132 Middlebury Road, Route 64

Middlebury, CT 06762

Approximately 10 school buses total, departing from and returning to 3 locations (Lakeview School, Fulmar Road School, and Austin Road School)

TRIP #2

Wednesday, July 19, 2017: Departure Time 9:00 a.m. – Return Time 3:00 p.m.

Spins Bowl

23 Old Route 6

Carmel, NY 10512

Approximately 3 school buses total, departing from and returning to 1 location (Fulmar Road School)

TRIP #3

Thursday, July 20, 2017: Departure Time 9:00 a.m. – Return Time 3:00 p.m.

Spins Bowl

23 Old Route 6

Carmel, NY 10512

Approximately 4 school buses total, departing from and returning to 2 locations (Lakeview School and Austin Road School)

TRIP #4

Friday, July 28, 2017: Departure Time: 11:00 a.m. – Return Time: 2:00 p.m.

Putnam County 4-H Fair

Putnam County Veterans Memorial Park

201 Gipsy Trail Road

Carmel, NY 10512

Approximately 2 school buses total, departing from and returning to 1 location (Sycamore Park)



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

Town of Carmel
Recreation Department
Contractors Qualifications Questionnaire

Bid for: **Bus Transportation for 2017 Summer Camp Trips**

Year which company first began providing bus transportation services: _____

Four municipalities/private companies to which bus transportation services have been provided, within the last year, including contact person and telephone number.

1. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

2. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

3. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

4. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

List of equipment currently owned, operated and available for use in this contract:

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

5. SPECIFIC BID DETAILS (continued)

- b. The school buses must report to the following departure and return locations for all trips **one half hour** before the scheduled departure time of each trip. Each trip (Section a) lists the departure locations that will be used. The following are the street address for those locations. The Town has the right to split the buses between those locations to accommodate all of the passengers from each location.

Austin Road School
390 Austin Road, Mahopac, NY 10541

Fulmar Road Elementary School
55 Fulmar Road, Mahopac, NY 10541

Lakeview School
112 Lakeview Drive, Mahopac, NY 10541

Sycamore Park
790 Long Pond Road, Mahopac, NY 10541

- c. All vendors must meet the following requirements in order to be eligible to perform this service:
- All buses must meet NYS DOT (New York State Department of Transportation) requirements.
 - All buses must bear required registration and inspection stickers and be equipped with at least a first-aid kit, tools, fire extinguisher, and flares.
 - All drivers must be at least 18 years old and possess a valid operator's license.
 - Must supply a current roster of drivers, along with current copies of driver licenses upon bid awarding
- d. Each proposal must consist of a cost per bus per trip. Each bidder must be able to supply the approximate buses needed for each trip scheduled, however the town is not obligated to use the approximate number of buses needed. More or less buses may be used according to the needs of each trip. Bus numbers will be finalized by 2:00 p.m. on the Monday before each scheduled trip.
- e. If a trip is cancelled, the Town will notify the vendor by 7:00 a.m. the day of the scheduled trip without penalty or financial obligation from the Town of Carmel.
- f. The successful bidder shall be required to carry insurance of at least \$2 million with proof of insurance submitted with proposal.



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

Town of Carmel
Recreation Department
Contractors Qualifications Questionnaire

Bid for: **Bus Transportation for 2017 Summer Camp Trips**

Year which company first began providing bus transportation services: _____

Four municipalities/private companies to which bus transportation services have been provided, within the last year, including contact person and telephone number.

1. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

2. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

3. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

4. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

List of equipment currently owned, operated and available for use in this contract:

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

HAROLD GARY
Chairman
CRAIG PAEPRER
Vice-Chair

BOARD MEMBERS

ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER
RAYMOND COTE

**TOWN OF CARMEL
PLANNING BOARD**



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

MICHAEL CARNAZZA
*Director of Code
Enforcement*

RICHARD FRANZETTI, P.E.
Town Engineer

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

VINCENT FRANZE
Architectural Consultant

MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: January 24, 2017

Subject: **Bond Return** – Lakeview Realty 168, LLC. – East Lake Blvd -
TM – 76.22-1-4 – Bond Register #798

On January 11, 2017 the Planning Board passed a motion recommending the full bond return of the above captioned property.

Attached is a fully executed bond application form and Town Engineer, Richard Franzetti's memo dated December 19, 2016 and Director of Code Enforcement, Michael Carnazza's memo dated December 16, 2016.



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



Subdivision - Site Plan Bond Application

Bond Amount	\$27,000.00
Inspection Fee	N/A

Bond Register No	798
Tax Map #	76.22-1-4
Filing Date	01/10/2017

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$27,000.00. Said bond was fixed by Resolution of the Planning Board/Environmental Conservation Board on (date) April 22, 2015 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Lakeview Realty 168, LLC. - Attn. Nick Crecco
 Applicant's Address: 466 Route 6, Mahopac, NY 10541
 Applicant's Telephone Number: 845-628-6600 - 914 497 9324 Email: _____
 Map Entitled: Lakeview Realty 168, LLC. Property Address: East Lake Blvd Last Revised 04/14/15

Applicant's Signature _____

Town Engineer's Signature _____ 0000057093-69

Bonding Company Putnam County Savings Bank Bond # 6080026260 L.O.C. Bond Expires _____

The above application is in order and is approved this _____ day of _____ 20____.

By _____

By _____

Chairman, Planning Board

Chairman, Environmental Conservation Board

Application for Bond Return	XXXX
-----------------------------	------

Bond Reduction	_____
----------------	-------

The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.

Date _____ Applicant's Signature _____

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by _____ to be reduced to _____.

Date _____ Town Engineer's Signature _____

OR

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

Date 1/11/17 Town Engineer's Signature _____

Date 1/11/17 Planning Board Chairman _____

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____

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

MEMORANDUM

To: Carmel Planning Board

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

Date: December 19, 2016

Re: Bond Reduction Request - TM# 76.22-1-4

In response to a request by the above applicant, a representative of the Engineering Department performed a field inspection of the referenced property in November of 2016 to evaluate the current status of the site construction, for the purpose of determining whether a bond return was warranted. The results of our investigation are presented below.

The original bond amount of \$27,000.00 was posted on July 28, 2015. Based upon our inspection all the site improvements required pursuant to the Board's Site Plan approval have now been completed. On this basis, this Department recommends that the remainder of the bond, \$27,000.00, be released.

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

Michael G. Carnazza
Director of Code Enforcement



Kenneth Schmitt
Supervisor

60 McAlpin Avenue
Mahopac, New York 10541


MEMORANDUM

TO: Chairman Harold Gary and Members of the Town of Carmel
Planning Board.

FROM: Michael G. Carnazza, Director of Code Enforcement

DATE: December 16, 2016

RE: Bond Return Lakeview Realty
Tm# 76.22-1-4



-
- I have no objection to the Bond return for this project. Upon inspection today, there were no violations.

*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

MEMORANDUM

To: Carmel Town Board

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

Date: January 23, 2017

Re: C-242-2017 – CWD 9 Water line replacement – request for bid

The Engineering Department has met with the Carmel Water District (CWD 9) operators relative to the recent main breaks which have occurred in CWD9. Based on such meeting it is requested that the Town Board authorize the Engineering Department to prepare the necessary plan and specification to go out for bid. The project will consist of the replacement of ~3,125 linear feet of water mains located on Kirkwood Road, Rockledge Terrace Vista Terrace, Vista Terrace North and Vista South




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

MEMORANDUM

To: Carmel Town Board

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

Date: January 24, 2016

Re: Sludge Hauling, Removal and Disposal from Wastewater Treatment Plants at Various Locations in the Town of Carmel – C244-2017

As the Board is aware, in 2014, the Town of Carmel (Town) received public bids for Sludge Hauling for various sewer districts. The contract was awarded to Residuals Management Services. The contract term was one (1) year commencing on July 23, 2014 and ending on July 23, 2015. The contract provided for the unilateral option of two (2) - one (1)-year extensions. The Town exercised its option to extend the contract for two (2) - one (1) - year periods. The second extension expires July 23, 2017

Based upon the past two years of invoices the pricing for this project will exceed the GML threshold of \$35,000.00. The Engineering Department requests authorization for this project to go out for public bid.

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 23, 2017

Re: RFP 2017-001 – CSD 1, 3, 2,4,5,6,7,8 and CWD 2, 3, and 12 Operator Contract Update

The Town Board should be aware that the current operations contract between the Town of Carmel and Severn Trent Environmental Service (STES) the operators for Carmel Sewer Districts - 1, 2, 4, 5, 6, 7, and 8 and Water Districts - 2, 3, and 12, is set to expire on December 31, 2017.

The present contract contains the following language "...this Agreement shall be automatically renewed for successive three (3) year periods unless cancelled in writing by either party at least one hundred twenty (120) days prior to the expiration of the then current term." A copy of the contract is attached.

STES has been the contract operator at these facilities for over 20 years. They have performed this work satisfactorily.

The Board can either let the STES contract automatically renew or go out to bid for this service. Note the bid can be for sewer and water together or separately.

If the Board chooses the former no further action is necessary.

If the Board chooses the latter, then the Engineering Department respectfully requests the Board to authorize the preparation of a Request for Qualifications (RFQ) followed by a request for proposal (RFP). The RFQ process will allow the Town to select the most qualified, responsive, resourceful, and experienced respondents for price proposals based on a review of and scoring of the respondents' overall submittals.

1 orig: Town Clerk
1 orig: Severn Trent
cl: Eng. ~~xxx~~
file Eng: E&T ✓
1/17 CC

CONTRACT

BY AND BETWEEN Severn Trent Environmental Services Inc. a Texas Corporation with offices at, 1961 Route 6, R3, Carmel NY 10512 (hereinafter referred to as "STES"), AND THE Water and Sewer Districts of Carmel, Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541, (hereinafter referred to as "the Town").

WITNESSETH

WHEREAS the Town wishes to continue to provide centralized and uniform operation, administration and supervision of the Town's water and sewer districts as listed in Item I below and

WHEREAS STES agrees to provide the same; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Facilities Covered:

- Water and Wastewater facilities

- Carmel Sewer District #1 & 3
- Carmel Sewer District #2
- Carmel Sewer District #4
- Carmel Sewer District #5
- Carmel Sewer District #6
- Carmel Sewer District #7
- Carmel Sewer District #8

- Carmel Water District #2
- Carmel Water District #3
- Carmel Water District #12

and their corresponding distribution and collection systems.

II. Services to be provided by STES:

A. Maintain compliance with the permits and regulations of the New York City Department of Environmental Protection, the Putnam County Department of Health, the New York State Department of Environmental Conservation and the New York State Department of Health, including but not limited to required testing, routine and periodic maintenance, data accumulation and associated reporting, required consumer confidence reports and annual water quality reporting to the satisfaction of all involved regulatory agencies.

B. Provide competent administrative, supervisory and technical personnel and sufficient labor force to operate and maintain, including corrective and preventative maintenance, on a seven day a week basis, the facilities of the water and sewer districts. STES will provide staffing at the respective facilities as follows:

Carmel Sewer District #2

Project Manager	8 hours per week
Chief Operator	40 hours per week
Maintenance Mechanic	40 hours per week
Plant Operators	120 hours per week
CMF operator as per NYSDEP	28 hours per week

Carmel Sewer District #4

Project Manager	8 hours per week
Chief Operator	40 hours per week
CMF operator as per DEP	28 hours per week

Carmel Sewer District #1&3

Plant Operator as needed

Carmel Sewer District #5

Plant Operator as needed

Carmel Sewer District #6

Plant Operator as needed

Carmel Sewer District #7

Plant Operator as needed

Carmel Sewer District #8

Plant Operator as needed

Carmel Water District #2

Project Manager	4 hours per week
Chief Operator	40 hours per week
Plant Operators	60 hours per week

Carmel Water District #3

Plant Operators	5 hours per week
Project Manager	4 hours per week

Carmel Water District #12

Plant Operator	Plant Operator as needed
----------------	--------------------------

Note: Project Manager's hours listed above are the minimum hours for routine management of the Water and Sewer Districts. Additional management time needed for routine tasks included in the scope of work will not be charged to the Town. Additional management time needed for special projects or emergencies will be compensated at the hourly rate provided in Attachment A with prior approval from the Town.

C. Supervise and administer all outside contractors at the water and sewer district facilities. Where STES pays the outside contractor, STES shall be reimbursed by the Town for its costs (including taxes that may be required on payments to any of its subcontractors, vendors or suppliers), plus ten percent (10%).

D. Provide twenty-four (24) hours per day, seven (7) days per week emergency call service. Normal business hours under our base services are 7:00 AM – 3:00 PM Monday through Friday and 8:00 AM – 12:00 Noon Saturdays, Sundays and Holidays. There is no charge for emergency call service required during normal business hours which is included in our base monthly fee. Any call outside of normal business hours is considered an emergency response and will be compensated at the hourly rates established in Attachment A (b). Emergencies include situations in which, absent Operator's action, there is a risk of: (i) the Facilities' noncompliance with

Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure or Shutdown.

E. Be available for meetings relating to the water and wastewater districts.

F. Provide as needed, but at least annually on September 1st of each year, evaluation and assessment reports for each water and sewer district with the following information:

1. an evaluation of the probable causes of any noncompliance with current regulation;
2. an evaluation of the operation and condition of existing equipment;
3. a summary of recommendations and/or conclusions relative to items 1 and 2 including a plan of action by STES to resolve and/or mitigate any compliance deficiencies and a list of recommended equipment repairs and/or replacement including estimated costs to effect same.
4. provide recommendations and outline for capital plan for facilities

G. Implement and direct all actions deemed appropriate to achieve the goals and objectives of the districts and appropriate regulatory agencies.

H. Conduct all operations at the referenced districts in a clean, sanitary and safe manner. The safety of STES personnel and all the Town's representatives shall be of the utmost importance.

I. Provide, by September first of each year, a budget estimate for operation and maintenance of each water and sewer district for the next calendar year in a format as required by the Town's budget officer and work with the Town Engineer, Town Comptroller and the Town board during the term of the contract to effect reductions in the overall budgets for the water and sewer districts. These reductions will be realized through increased efficiency at the facilities and will be based on STES's recommendations to the Town. Only items that are in the best long-term interest of the Town will be considered.

J. Meet with the Town's designee and other Town representatives on a weekly basis to discuss system operations, invoices, purchases, repairs, vouchers, capital improvements, etc.

K. Make appropriate personnel available for routine inspections and meetings with the New York State Department of Health, New York State Department of Environmental conservation, New York City Department of Environmental Protection and the Putnam County Department of Health. Provide response within 24 hours to inquiries from the Town regarding customer complaints or similar issues as they arise. Provide Town Engineer a draft of reporting documents outlined in section IIA for review prior to submittal to agencies.

L. Comply with all applicable State, Federal and Local Laws, rules and regulations.

M. Provide periodic flushing of water and sewer mains as may be required to remove any significant accumulations of sediment and other solids deposited in said mains, or for testing required by the Town.

Such services shall be billed at the rates established in Section VII of this contract when labor is required in excess of that defined in Section II B of this contract.

N. Take responsibility for the management of all accounts payable including the submission of purchase orders and vouchers to the Town Engineer for review and approval prior to incurring any costs and submission of a monthly summary of all expenditures for each district. The Town will be responsible for costs associated with the equipment and materials necessary for the proper testing, operation and maintenance i.e. oil, belts, grease, paint, janitorial supplies, garden hoses, garden hose nozzles, brushes, sludge judge, safety signs, tank and facility cleaning tools.

O. Landscaping and snow removal services as necessary and/or as required by the Town. This work will be performed in addition to the operation hours reflected in Section B. Snow removal services included in the base contract scope shall consist of use of a four wheel drive pickup truck equipped with a plow. Additional equipment and labor required for snow removal will be provided as an extra service.

P. Vehicles for STES staff as necessary to operate and maintain the districts consisting of a minimum of three utility vehicles, including a heavy-duty tow vehicle for mobilization of the Town's portable emergency generator.

Q. The following minimum onsite equipment shall be supplied:

- Computer equipment for process control and data reporting
- Cellular telephones
- Emergency pagers
- Confined space entry equipment
- Fall protection equipment for manhole entry
- Shoring

R. Payment of all fines attributable to the operation and maintenance of the district facilities in violation of the terms of this contract. STES will not be responsible for fines attributable to design flaws or failures of mechanical equipment unless mechanical failure is due to lack of preventive maintenance. The Town Engineer will determine whether a fine is attributable to O&M. Prior to settlement or payment of any such fines, penalties or damages, STES reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

S. Provide meter reading for the Town's current commercial customers that are equipped with remote read meter systems. There will be no charge for residential water meter replacement for simple direct replacement requiring no piping modifications needed during normal work days. All other meter replacements shall be billed at the flat rate fee as shown in Attachment A.

T. STES will perform checks of main pump stations three times per week with on lot systems on an annual schedule. Grease and grit will be removed as required and shall be performed by an outside contractor and billed to and paid directly by the Town. STES will administer a cross connection program for Water Districts #2, #3, and #12. STES will input locations of said equipment and track that proper inspections are completed as per PCHD. All legal notification will come from the Town as well as the initial notification of local laws. A grease trap program will also be included for Sewer Districts #2 and #4. Water valve exercising program will be recorded and available for the Town's review. STES will target 25% of the

valves to be exercised each year so all valves will be exercised on a four year cycle. Hydrant flushing will be performed at each district twice a year, conditions permitting. Required night time flushing will be billed as an extra.

U. STES agrees to operate the Town's access alarm and all other alarms located at the facility and any of its appurtenances which will notify the STES of any conditions that warrant immediate attention. It is understood and agreed that all alarm systems, monitoring fees, repairs and related equipment are solely the responsibility of the Town.

V. The Operator shall (i) perform routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities; (ii) clean and lubricate equipment; (iii) make equipment inspections and needed adjustments; (iv) perform lawn cutting at Facilities and cleaning of all equipment; (v) maintain vehicles and light duty service trucks necessary for daily operations; and (vi) Operator shall schedule and track all preventive and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice.

W. All non-routine maintenance, repairs, and/or replacements including water main breaks shall be performed by an outside contractor and billed to and paid directly by the Town. There will be no charge for STES oversight of water main breaks during normal workday hours.

X. In regard to Carmel Sewer Districts #2, 4 and 7, STES acknowledges that it is aware that these districts are reimbursed for certain operation and maintenance costs by The City of New York. Certain provisions of the Town's agreement with The City of New York are required to be included in the Town's contracts for work to be paid with funds provided by the City. These provisions, as contained in Attachment C and made a part hereof, are incorporated by reference into this contract. STES will track costs associated with the microfiltration systems and bill separately to facilitate the Town's reimbursement by NYCDEP.

Y. Comply with Standard Operating Procedures as issued by the Town of Carmel including but not limited to the SOP's attached herewith in Attachment D.

Z. STES will provide staff to assist Town Engineer to perform spot checks of flow and pressure of the water system.

III. Services Not Provided by STES:

- A. District legal and engineering services – to be billed directly to the Town.
- B. Utility costs – to be billed directly to the Town.
- C. Certified Laboratory testing (Collection of samples is part of basic services).
- D. Capital improvements.
- E. Chemicals necessary for the operation of the facilities
- F. Transportation and disposal of sludge and other process residue generated by the Town's facilities.
- G. Emergency Generator Maintenance
- H. Meter Calibration, Lab Equipment, Flow Meters and RPZ certifications
- I. Utilities mark outs and leak detection
- J. Facility structure repairs i.e. Roofs, siding, painting, windows, doors, fences, lighting, oil burner services and electrical heaters.
- K. Tree trimming and removal. Snow removal from district hydrants.

- L. Detailed Flow and pressure testing of entire water systems except as noted in section II Z above.

IV. Services Provided at Additional Costs

To the extent that STES provides services or materials outside of the scope defined in Article II, including services listed in Article III, STES shall be reimbursed for its costs (including taxes that may be required on payments to any of its subcontractors, vendors or suppliers), plus ten percent (10%).

V. Term of Agreement

A. Unless terminated early in accordance with Article VI below, this Agreement shall remain in full force and effect for five (5) years commencing January 1, 2013 and terminating December 31, 2017.

B. Thereafter, this Agreement shall be automatically renewed for successive three (3) year periods unless cancelled in writing by either party at least one hundred twenty (120) days prior to the expiration of the then current term. Modifications to the STES' compensation for the renewal term shall be made pursuant to Attachment A of this Agreement.

VI. Termination of Agreement

A. The failure of either party to comply with any of the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party.

B. After January 1, 2015, either party may terminate the Contract after providing one hundred eighty (180) days written notice.

C. In the event of the termination of this Agreement, the Town shall pay STES for the services provided and invoiced by STES up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination.

VII. Compensation

A. During the term of this contract, STES will be compensated as shown in Attachment A.

B. The Town agrees to pay the base rates outlined in Section VII.A above in equal monthly installments.

C. STES agrees to treat up to the designed flows specified on each SPDES Permit at the rates called for herein and is based on current regulations and laws. If the regulations and laws change significantly or if the pollutant flows and loadings exceed the baseline conditions set out in Attachment B to this contract during the term hereof, the STES and the Town agree to negotiate changes to STES's compensation to the satisfaction of both parties.

D. Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is greater, from the original due date and until payment is received. The late payment penalty does not apply to any disputed charges that are being reviewed provided the Town notifies STES after receipt of invoice.

VIII. Representation from STES

A. STES represents that it has the expertise and experience to properly fulfill its duties under this contract.

B. STES represents it was given a full and fair opportunity to inspect the equipment and improvements. If the scope of the work under this contract varies due to facility changes, regulatory requirements or owner requirements, STES reserve the right to renegotiate the compensation to be paid to the satisfaction of all parties.

IX. Disputes

A. In the event of a dispute, either STES or the Town may request arbitration. The matter shall be submitted to arbitration before the American Arbitration Association in White Plains, New York, with the consent of either party.

B. In the event of a dispute, the parties agree that the law of the State of New York shall apply.

X. Insurance, Indemnity and Liability

A. STES shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this contract.

1. Commercial General Liability, including contractual liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.
2. Workers' Compensation Insurance in compliance with the statutes of the State that has jurisdiction over STES's employees engaged in the performance of services hereunder, to the required statutory amount.
3. Automobile Liability Insurance with a combined single limit in the amount of one million dollars (\$1,000,000).
4. Contractors Pollution Liability Insurance with coverage for services rendered to the Town under the contract including coverage for third party liability claims for bodily injury, property damage, or clean up costs caused by pollution conditions with a limit of five million dollars (\$5,000,000).

5. Excess/Umbrella with a limit of \$5,000,000 per occurrence and aggregate.

- B. STES will furnish the Town with certificates of insurance which evidence that Policies providing the required coverage and limits are in full force and effect. In addition, STES will name the Town as an additional insured on each Liability policy with respect to services performed under this agreement. STES agrees to provide the Town with thirty (30) days notice prior to cancellation of any policy hereunder.
- C. During the term of this contract, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party. To the extent that both Town and STES are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of the damages assessed by such finder of fact, then in such event, Town and STES shall each be responsible for their respective portions of the damages assessed in direct proportion to their comparative shares of the total negligence. Notwithstanding any of the foregoing, with respect to any loss, damage, injury or other claims made against the Town as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminants, STES's obligations to Town for indemnity and/or contribution shall not apply if such removal, handling, storage, release, discharge, or other disposition is not required by any local, state or federal law, rule or regulation, or where the loss, damage, injury or claim is not the result of STES's gross negligence or willful misconduct.
- D. Notwithstanding any provision to the contrary contained in this contract, in no event shall either party be liable, either directly or as an indemnitor of the other party, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.
- E. In the event that claims(s) raised against STES on account of this contract, or on account of the services performed hereunder, is/are covered under STES's insurance policies required of STES hereunder, STES shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against STES that are not covered by the insurance policies required of STES hereunder arising under this contract, STES's liability shall not exceed an aggregate amount equal to STES' total annual compensation during the contract year in which such cause of action and/or claim is raised against STES.

XI. Independent Contractor

STES acknowledges that it is an independent contractor under this contract and shall in no way be considered an employee or agent of the Town. STES agrees not to represent itself as an agent of the Town to any of its employees, subcontractors or materialmen without the express written consent of the Town.

XII. Assignment and Subcontracting

This contract may not be assigned by STES. In addition, STES may not subcontract for the services required to be rendered by it under this contract without the prior approval of the Town.

XIII. Force Majeure

A. A party's performance of any obligation under this contract shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this contract upon the termination of the event or cause that excused performance hereunder.

B. "Force Majeure" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Such acts, events or conditions may include, but shall not be limited to, the following: (a) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, extortion, strikes, acts of terrorism, war, blockade or insurrection riot or civil disturbance; or (b) a change of law; or (c) the failure of any appropriate governmental agency or private utility to provide and maintain utilities required by the affected party in order to perform its obligations hereunder; or (d) with respect to STES only, the presence of, or the migration to, anywhere in, on or under the Facility of hazardous materials, regulated substances (including airborne materials and substances), or influent water and/or wastewater that cannot be treated to the standards required by Applicable law given the design or physical limitations of the Facility, all to the extent not caused by STES's negligence; or (e) with respect to STES only, the failure of a Town facility or STES equipment, unless caused by STES's negligence or breach hereunder.

XIV. Taxes

Contract prices do not include sales, use, excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the services provided and materials furnished hereunder. The Town shall pay directly or reimburse STES for any such taxes that STES may be required to pay, including without limitation, sales taxes that STES may be required to pay, under applicable law, in connection with its purchase or use of equipment in performing its obligations to the Town hereunder, of supplies, material, and/or services. If the Town is a tax-exempt entity, the Town shall provide the STES with proof of such exemption.

XV. Notice

All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the STES will be addressed to:

Severn Trent Environmental Services, Inc.
1961 Route 6, R3
Carmel, NY 10512
Attn: Dale Post

With a copy to:

Elias Group LLP
411 Theodore Fremd Avenue
Rye, NY 10580
Attn: Dan Elias, Esq.

Notices required to be given to the Town will be addressed to:

Town of Carmel
60 McAlpin Ave
Mahopac, NY 10541
Attn: Town Engineer

XVI. Entire Agreement

This contract represents the entire agreement between the parties and may not be altered unless done so in writing and signed by the parties. All prior written or oral representations are merged herein.

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

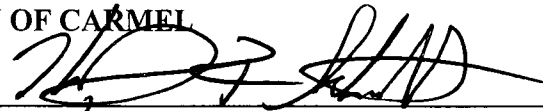
By: 

Name: DANA A. KAAS

Title: V.P.

Date: 12/20/12

TOWN OF CARMEL

By: 

Name: KENNETH R. SCHMITT

Title: Town Supervisor

Date: 01/09/13

Attachment A

Compensation

- (a) For the period beginning on the commencement of this contract, the Town shall pay the STES an annual fee (the “Base Compensation”) in the amount of \$ 1,158,556.92, as per the fee schedule provided below. The Base Compensation shall be payable in equal monthly installments.

	<u>Monthly Fee</u>
Carmel Sewer District # 1 & # 3	\$ 626.18
Carmel Sewer District # 1 - Extension 3 – Sewer Station #1	\$ 626.67
Carmel Sewer District # 1 - Extension 3 – Sewer Station #2	\$ 626.67
Carmel Sewer District # 2	\$ 29,019.33
Carmel Sewer District # 4	\$ 13,669.25
Carmel Sewer District # 5	\$ 335.34
Carmel Sewer District # 6	\$ 2,153.84
Carmel Sewer District # 7	\$ 2,009.97
Carmel Sewer District # 8	\$ 894.47
Carmel Water District # 2	\$ 17,832.02
Carmel Water District # 3	\$ 2,518.16
Carmel Water District # 12	\$ 754.52
Carmel Sewer District # 2 - Microfiltration	\$ 8,493.33
Carmel Sewer District # 4 – Microfiltration	\$ 8,493.33
Carmel Sewer District # 7 – Microfiltration	\$ 8,493.33
Total Monthly Fee	\$ 96,546.41
Total Annual Fee	\$ 1,158,556.92

- (b) The Town agrees to promptly remit payment for all costs billed by STES for emergency services beyond the basic amount. Additional services including emergency response not included in the base work will be reimbursed the following rates;

Mechanic/Project Manager/Chief Operator \$75.00 per hour
Plant Operator \$70.00 per hour

Sewer Jet Equipment Charge \$145 per hour

For work outside the normal business hours the sewer jet operator will be billed at the rate of \$60 per hour.

- (c) Water Meter replacements will be billed out at the following flat rates.
- Direct Water Meter replacement requiring no piping modifications
 - \$ 80.00/meter flat fee
 - All other Water Meter replacements
 - \$325.00 per meter Flat Fee
- (d) The Base Compensation will remain fixed for the first two (2) years from Contract execution date. Thereafter the Base Compensation and hourly rate for emergency service will be increased annually by a flat rate of three percent (3.0%).

- (e) Services for the Sewer Districts # 2, # 4 and # 7 Microfiltration plants will be billed at a rate of \$70 per hour for 28 hours per week for each facility as has been agreed to by NYCDEP, which costs are included in monthly amount listed above. All expenses associated with the O&M of the microfiltration systems will be tracked and billed separately to facilitate reimbursement by NYCDEP. Compensation for the operation of the Microfiltration systems will be adjusted annually on each anniversary date based on the allowable percentage amount as outlined in the Agreement between the Town of Carmel and the NYCDEP in Attachment C.
- (f) The Monthly Fee and Hourly Rate provided has been derived under the premise and understanding that the Services to be furnished hereunder involve routine monitoring, upkeep and inspections and do not require the Contractor to pay its employees prevailing wage rates pursuant to New York Labor Law. If a determination is made by the Owner or by the NYS Department of Labor, or by any other governmental agency with competent jurisdiction thereof that the nature of the Services is such that the Operator is required to pay any of its employees who are performing the Services prevailing wage rates, then the Town shall immediately notify Operator and be responsible for all additional costs incurred by the Contractor as a result thereof.

Attachment B

Baseline Conditions

Wastewater Treatment Plant

Sewer District #2

Flow: 1.1 MGD for a 30 day average

Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

Sewer District #4

Flow: 0.150 MGD for a 30 day average

Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

Sewer District #5

Flow: 0.027.5 MGD for a 30 day average

Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

Sewer District #6

Flow: 0.040 MGD for a 30 day average

Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

Sewer District #7

Flow: 0.0465 MGD for a 30 day average

Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

Attachment C

**Agreements between the City of New York and Town of Carmel for
O&M of Upgrades to meet Watershed Regulations
(NYCDEP Watershed Upgrades to Sewer District #2, #4 & #7)**

Attachment D

Town of Carmel Standard Operating Procedures

Ronald J. Gainer, P.E.
Town Engineer



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

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

PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 2

TO: Bee & Jay Plumbing
ST Environmental Services

DATE: September 6, 2011

FROM: Ronald J. Gainer, P.E., Town Engineer
Rob Vara, Engineering Projects Coordinator

Original
Issue
Date:

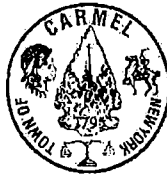
TITLE: **Completion of Scheduled Water or Sewer District Work Plan**

cc: K. Schmitt

For future reference the following operational procedures must be followed involving any scheduled maintenance or system repair work to be performed.

Prior to any scheduled work being performed on any Town Water or Sewer System, the Operator of the system must complete the *attached "Scheduled System Work Plan"* **AND** receive approval from this department. The form does not apply to emergency water main breaks. It does however apply to any other work, including repair of water main breaks that are scheduled in advance.

Ronald J. Gainer, P.E.
Town Engineer



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

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

Scheduled Water or Sewer District Work Plan
Town of Carmel Engineering Department
Carmel Town Hall

District & Number: _____

Location (street address): _____

Date of Work: _____ Expected Start Time: _____

Purpose of Work: _____

Personnel and Contractors: _____

Supervising Person on Site: _____

Does the work propose a service interruption? _____

If yes on a separate sheet, preferably the District Map, provide a summary of the geographic area that will lose service, including a time duration and estimate of the number of consumers who will be affected . _____

If a service interruption is contemplated, describe the notification that has been or will be provided to consumers? _____

Have all valves and/or manholes necessary to effect the shutdown been located, exposed? _____

Is it expected that ground water or surface water will be a problem and, if yes, have appropriate pumps been secured? _____

Will sheeting and bracing or a trench box be necessary? _____

If Yes, what provisions have been made? _____

Scheduled Water or Sewer District Work Plan

Page 2

Will paved areas be disturbed? _____

Has appropriate Highway Department been Notified (State, County, Town).

If water system

- Has valve box(es) been cleaned and valve(s) tested. _____
- Do all water valves approved to be used, function _____
- Describe the number and location of valves that will be used, if needed -

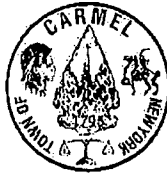
Work Plan Approval:

The above Work Plan is approved as written above or with modifications as stated below:

Ronald J. Gainer, P.E., Town Engineer, or
Robert Vara, Eng. Proj. Coordinator

Modifications/Conditions: _____

Ronald J. Gainer, P.E.
Town Engineer



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

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

PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 3

TO: Bee & Jay Plumbing
ST Environmental Services

DATE: September 6, 2011

FROM: Ronald J. Gainer, P.E., Town Engineer
Rob Vara, Engineering Projects Coordinator

Original
Issue
Date:

TITLE: **Water System Repairs - Main Breaks or Damaged Hydrants**

cc: K. Schmitt

The Operator shall respond immediately upon notification of a water main break or other service interruption. The Operator shall follow the following procedures in the response to, and restoration of service, for such interruptions.

1. Water Main Repairs

- a) **Notifications** - In the event of any service interruption, emergency notifications to the Town shall be accomplished in accordance with SOP No. 1.
- b) **Break Report** - Invoices submitted for Water Main Break repairs, by either the Operator or outside (excavating) contractor, shall include one completed "water main break/damaged hydrant report" (see attached) and photographs of the emergency depicting the area of failure. While you are encouraged to send these documents electronically, a hard copy of each must be submitted with your invoice. Invoices must show hours worked and the start time and completion time of the break from onset to completion.

2. Hydrant Repairs

After consultation with Supervisor Schmitt, this department has determined that existing fire hydrants and lateral valves provide a needed fire emergency service and as such are to be repaired and/or replaced expeditiously. Since fire hydrants are a component of the water distribution system they fall within your authority as the licensed operator of the system. Based upon the above, you are authorized and

directed to conduct such repairs/replacements as emergencies, subject to the following criteria:

- a) **Notifications** - emergency notifications to the Town shall be accomplished in accordance with SOP No. 1.
 - b) **Operator Response** - Upon notification of a damaged or leaking hydrant, the Contract Operator shall immediately respond. The hydrant should initially be valved off, to protect the integrity of the water system. Repairs should be then effected immediately. In the event of any hydrant damage occurring at night, it shall be repaired the next day, weather permitting. The hydrant should be "bagged" out of service for the time being, until such time as repairs are performed.
 - c) **Fire Department Notification** - The fire department should be notified that said hydrant will be out of service, and that repairs will be made the next day. Should it not be possible to effect repairs within 24 hours, both the Engineering Department and local fire department shall be notified as soon as possible, but no later than the next business day.
 - d) **Applicability** - This protocol applies only to fire hydrants, not to yard hydrants or flushing hydrants.
 - e) **Break Report** - Invoices submitted for Hydrant repairs, by either the Operator or outside (excavating) contractor, shall include one completed "*water main break/damaged hydrant report*" (see attached) and photographs of the emergency depicting the area of failure. While you are encouraged to send these documents electronically, a hard copy of each must be submitted with your invoice. Invoices must show hours worked and the start time and completion time of the break from onset to completion.
3. **Invoicing Procedures for Repairs of Water Main Breaks or other Emergency Service Interruptions.**
- a) **Invoicing** - All water main breaks and/or service interruptions must be invoiced separately from other overtime. Invoices must show hours worked and the start time and completion time of the break from onset to completion.
 - b) **Recordskeeping** - For recordskeeping purposes, invoices submitted for Water Main Break repairs, by either the Operator or outside (excavating) contractor, shall include one completed water main break report (see attached) and photographs of the emergency depicting the area of failure. While you are encouraged to send these documents electronically, a hard copy of each must be submitted with your invoice.
 - c) **Use of Outside Vendors** - All non-emergency work must comply with New York State GML § 104, Town of Carmel Procurement Policy and follow procedures as outlined in SOP No. 4

Ronald J. Gainer, P.E.

Town Engineer



(845) 628-1500

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

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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: _____

Location (street address): _____

Time and Date of Main Break or Hydrant Damage: _____

Field Response:

<u>Manpower</u>	HRS	<u>Equipment</u>	HRS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: _____

Cause of Main Break or Hydrant Damage: _____

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement:

Lawn Area:

<input type="checkbox"/>
<input type="checkbox"/>

Sidewalk:

Shrubs:

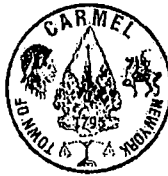
<input type="checkbox"/>
<input type="checkbox"/>

Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: _____ Prepared by: _____

(Printed Name)

Ronald J. Gainer, P.E.
Town Engineer



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

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

PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 4

TO: Bee & Jay Plumbing
ST Environmental Services

DATE: September 6, 2011

FROM: Ronald J. Gainer, P.E., Town Engineer
Rob Vara, Engineering Projects Coordinator

Original
Issue
Date:

TITLE: **Purchase Orders and Use of Outside Vendor Procedures**

cc: K. Schmitt

Regarding issuance of Purchase Orders (PO), the following procedure shall be adhered to with regard to third party Vendors:

1. Use of Outside Vendors – All non-emergency work must comply with New York State GML §104 and the Town of Carmel Procurement Policy. Certain type of emergencies that do not require immediate action, yet must be completed in a timely manner, shall be handled in the following manner:
 - a) The operator should make best efforts to procure at least 3 quoted prices for any required outside service.
 - b) These quotations shall be provided to the Engineering Department as backup to the Vendor's invoice.
2. In advance of the actual order of any materials or supplies or sub-contracted services required, the Vendor shall be contacted and these procedures explained to them.
 - a) Direct the Vendor to contact Virginia Baird at 845-628-1500 ex. 184 for a PO.
 - b) Virginia will issue P.O. directly to the Vendor, and establish a point of contact with that Vendor.
 - c) The Vendor must reference the PO number assigned on any invoicing issued to the Town.

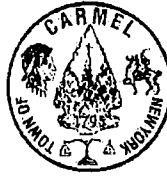
SOP No 4 - Purchase Order and Use of Outside Vendor Procedures

Page 2

- d) Upon supplying the materials, supplies or sub-contracted service, the Vendor may then invoice the Town. This invoice should normally be dated no earlier than the date the PO was issued by the Engineering Department.
- e) In the event of an emergency, where the needed service is performed prior to obtaining a PO number from the Engineering Department, the Vendor's invoice date should normally be no earlier than 7 days from the PO date. In the event this is not complied with, the Town may reject the invoice and require the Vendor to re-issue it with a corrected date.
- f) So that payments are not delayed, these procedures must be followed to permit us to properly track all P.O.'s and so facilitate prompt payment.

As usual, this Department will continue to issue P.O. numbers directly to you for any appropriate billable service.

Ronald J. Gainer, P.E.
Town Engineer



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

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

PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 5

TO: Bee & Jay Plumbing
ST Environmental Services

DATE: September 6, 2011

FROM: Ronald J. Gainer, P.E., Town Engineer
Rob Vara, Engineering Projects Coordinator

Original
Issue
Date:

TITLE: **Water System Flushing & Valve Exercising Operations**

Cc: K. Schmitt

For future reference, the following operational procedures must be followed:

1. Hydrant flushing- With the exception of emergency flushing resulting from a water main break and or site specific consumer complaint, the System Operator shall prepare an annual Hydrant flushing program to outline the sequence and timing of system hydrant flushing to be performed in the water district, which shall be subject to the approval of the Town's Engineering Department. At a minimum, the plan shall consist of a schedule of areas by road designation, and the day that such areas will be affected. The schedule must be published in the newspaper once per week for two consecutive weeks prior to commencement of Flushing. The Operator shall also install signs in the affected areas two days before flushing. The Signs and Notice shall include the name and phone number of the Operations company, for the public's information and use should they have any questions or complaints.

2. Valve Exercising Operations- Every Water System shall have a valve exercise program, which shall be approved by the Engineering Department. the System Operator shall prepare an annual Hydrant flushing program to outline the sequence and timing of system hydrant flushing to be performed in the water district which shall be subject to the review and approval of the Town's Engineering Department. The program shall include the following elements: A data sheet for each valve (index card) containing an ID number for the valve

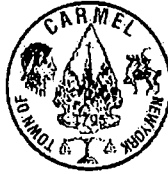
Tel: (845) 628-1500 Fax: (845) 628-7085 email rg@ci.carmel.ny.us

(street name + number), a sketch of the street location of the valve indicating its relationship to existing water mains. An approximate age and condition of the valve. Each valve shall be exercised at least once per year. The data sheet shall contain a schedule for maintenance and shall show the initials of the operator and date that exercising was performed. The operator shall provide to the Engineering department on a weekly basis, it's proposed exercise schedule a week in advance.

3. Valve Mark-out - As part of the valve exercise program, after each valve is exercised, the operator will paint the valve box in blue marking paint. If the valve is located off pavement, a conspicuous blue arrow will be painted on the pavement, pointing to the location. The Operator should create an excel spread sheet indicating present valve inventory with location and should update the spread sheet with each exercise date.

4. Planned Service Interruptions - Prior to any planned Water or Sewer service interruption, the Operator must provide a completed "Scheduled Water or Sewer System Work Plan" form, pursuant to Town of Carmel SOP No 2, for approval by the Engineering Department.

Ronald J. Gainer, P.E.
Town Engineer



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

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

PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 6

TO: Bee & Jay Plumbing
ST Environmental Services

DATE: September 6, 2011

FROM: Ronald J. Gainer, P.E. Town Engineer
Rob Vara, Engineering Projects Coordinator

Original
Issue
Date: -----

TITLE: **Processing Water and Sewer System Insurance Claims**

cc: K. Schmitt, M. Maxwell

For future reference the following operational procedures must be followed involving the processing of all insurance/casualty claims:

1. Upon damage to, or failure of, any Town owned or operated facilities or equipment, the system operator must make a threshold determination whether the damage is a casualty or not. Operator should always take the most conservative approach. When in doubt, treat the damage as casualty and proceed as stated below.
2. The Operator shall immediately notify the Town Engineering Department, and provide the following information:
 - Description of damage and/or failure
 - Date/time of the event
 - Probable cost of repair, if this can be ascertained
 - Identification of contractors/vendors to be utilized in repair/replacement of item
3. Operator must submit attached Property Loss Form and transmit to Spain Agency within three (3) days of the loss. One copy must be faxed to the Engineering Department and one copy must be faxed to the Comptrollers Office. It is important to provide all appropriate details under the section "DESCRIPTION OF LOSS". This will provide both the Engineering Department and the Comptrollers office with guidance in submitting invoices from various contractors and vendors.

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

SOP No. 6 - Processing Water and Sewer System Insurance Claims

Page 2

4. Upon completion of all repair work for the claim, you must send a copy of the Property Loss form to both the Comptrollers office and the Engineering Department indicating that the project is complete. This document must have the claim number on it.



PROPERTY LOSS **INCIDENT/ACCIDENT REPORT**

DATE OF LOSS: _____ **TIME OF LOSS:** _____

NAME OF INSURED: Town of Carmel

ADDRESS OF INSURED: Carmel Town Hall, Mahopac, New York 10541

CONTACT NAME: _____

CONTACT NUMBER: _____

LOCATION OF LOSS: _____

CAUSE OF LOSS: _____

DESCRIPTION OF LOSS*
AND REPAIRS NEEDED: _____

REPORTED BY: _____

DATE: _____

* Please list all contemplated Trades and Vendors needed to complete the repairs

FAX COMPLETED FORM TO SPAIN AGENCY CLAIMS DEPT. AT 845-628-1804

*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

MEMORANDUM

To: Carmel Town Board

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

Date: January 23, 2017

Re: C-241-2017 - Water meters and automated meter infrastructure – request for bid

In accordance with the Board's direction, the Engineering Department requests authorization to develop the necessary plans and specifications to go out to bid for the supply and installation of automatic meter infrastructure (AMI) and water meters for Carmel Water Districts 1,2,3,4,5,6,7,8,9,10,12,13 and 14.

§ 156- Coops and attached runs for Chickens.

Definitions:

Coop: a cage or pen designed to contain or house chickens and shall contain all of the following components:

- Nesting place for each chicken to lay eggs (at least four inches deep)
- Elevated Roost or Perch area for chickens to sleep
- Ventilation
- Insulation to prevent drafts & dampness
- Accessibility to eggs and ability to clean out properly

Run: a fenced or fully enclosed area attached to or encompassing a chicken coop in which chickens are allowed to run around and peck.

A. A coop for housing chickens and an attached run shall be permitted as an accessory use. The combined square footage of the coop/run area should allow at least four square feet for each chicken being kept in the area. Roosters are prohibited.

B. No coop or run shall be located on a lot having less than half an acre in area and may only house six chickens per half acre.

C. Coops and runs may not be located in any front yard as defined in this chapter. Coops and runs shall be situated completely in a side or rear yard, at least 15 feet from all rear and side property lines.

D. All coops and runs must be kept clean neat and free of debris and be in compliance with all state and local laws pertaining to animals generally.

E. All coops and any attached run shall be screened from view at ground level from adjacent lots by using 4 ft. to 6 ft. fencing, landscaping, or a combination thereof and the screening must be present throughout the year. i.e. evergreen landscaping

F. All feed shall be kept in rodent-proof containers.

G. All chickens will be contained in coops and runs unless property size is in excess of three acres.

H. Penalties for offenses.

1. Any complaint received by the building department or police department pursuant to this chapter pertaining to the cleanliness or sanitary condition of the run/coop may be referred to the Putnam County SPCA for investigation and who is hereby empowered to enforce any and all violations of this code.

2. Any person or entity that shall violate any of the provisions of this chapter shall be guilty of a violation and shall be punished as follows:

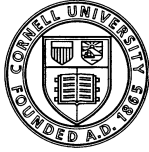
(1) For a first offense: by a fine not to exceed \$50.

(2) For a second offense: by a fine not to exceed \$100.

(3) For a third offense or any subsequent offenses: by a fine not to exceed \$200 or removal of chickens, coop, and run from said premises, or by both such fine and cessation of use.

(4) Each violation of any provision of this chapter and each week that each such violation shall continue shall be deemed to be a separate and distinct offense.

(5) In addition to the above provided penalties and punishment, the Town may also maintain an action or proceeding in a court of competent jurisdiction to compel compliance with or to restrain by injunction any violation of this chapter.



Cornell University
Cooperative Extension
Orange County

Community Campus
18 Seward Avenue, Third Floor
Middletown, NY 10940
Tel: 845 344-1234
Fax: 845 343-7471
E-mail: orange@cornell.edu
www.cce.cornell.edu/orange

Guidelines for Poultry and Livestock Owners

With the steady growth in our community's population, we have also experienced a growth in residents interested in owning farm animals as pets or for financial sustainability within their household budgets. Whether a household rears chickens or lambs for pets or for food production purposes, ultimately, the housing and daily care these animals receive is the responsibility of its owners.

The following document has been created for new and beginning poultry and livestock owners. The guidelines listed are not only to assist animal owners in providing adequate housing for their selected backyard farm animal (s), but also to encourage and promote better animal husbandry with in our communities.

Some other measurements to consider in managing livestock properties include:

- Forage density and availability
- Paddock/yard rest and recovery time
- Animal body condition, health, and physiological stage
- Stocking rate and stocking density of property
- Manure management
- Pasture and property monitoring
- Availability of clean, fresh, unfrozen water should always be available free-choice
- Fencing choices to retain poultry and livestock on owners property (Good fences do make for better neighbors!)

Small Backyard Animals

Rabbits – No minimum requirements as rabbits are kept in hutches. As stated below; hutches should meet minimum floor space requirements as noted by The Animal Welfare Act specifies that, for each rabbit housed in a primary enclosure shall be provided a minimum amount of floor space*, exclusive of the space taken up by food and water receptacles:

- | | |
|------------------------|--|
| • Individual rabbits | 3 through 5 lbs.; 1.5 square feet
6 through 8 lbs.; 3 square feet
9 through 11 lbs.; 4 square feet
12 or more lbs.; 5 square feet |
| • Females with litters | 3 through 5 lbs.; 4 square feet
6 through 8 lbs.; 5 square feet
9 through 11 lbs.; 6 square feet
12 or more lbs.; 7.5 square feet |

*All hutches are advised to have a 14 inch height from floor to ceiling.

Poultry

- Free Ranging/ Outdoor Access: Keep in coop until 7AM. 12 birds or less for every ½ acre owned or leased by the poultry owner with in a residential area. Providing a fenced yard for birds to reside in to prevent “straying” birds from entering neighboring properties.
- Indoor Housing: Coops should provide adequate floor space for poultry: 1.5 to 2.5 square feet per bird is recommended. Example: twelve birds, a floor with 18 to 30 square feet of floor space is best. Adding perches and nest boxes will allow the birds to use more area throughout a shed.

Livestock

**It is recommended livestock should be stocked at one Animal Unit per acre. An Animal Unit is equivalent to a 1000 lb non-lactating cow.*

Sheep, goats – 5 to 10 adult animals per acre. Most standard 4-foot-high is generally adequate for sheep and goats. Boundary fence for sheep should consist of at least five strands of electrified HT wire or woven/welded mesh wire. It is recommended that a three-sided shed or other shelter should be provided for inclement weather. Permanent barns should provide 15-20 square feet of floor space per adult sheep/goat. A minimum of 1.5 to 2 square feet of feeder space per animal.

Alpacas and llamas – 2 to 3 llamas and 3 to 4 adult camalids per acre. Most standard 4-foot-high is generally adequate for llamas; however, a 5-foot-high fence is recommended for alpacas. It is recommended that a three-sided shed or other shelter should be provided for inclement weather. Permanent barns should provide a minimum of 20 to 30 square feet of space per alpaca; 40 sq feet per llama minimum floor space with a minimum size of 8x8 for a single llama. (Camalid Associations may present higher animal density per acre, but the numbers advised by CCE Orange is reflective of a 1000 pound animal unit per acre.)

Pigs – Finishing/market hogs (235 to 270 lbs.); 3 to 4 per acre. Adult pigs (300-500 lbs); 2 to 3 per acre. Sow with litter; 1 to 2 per acre. Potbelly pigs (150 to 200 lbs); 5 to 6 per acre.

- Open air housing should provide a sleeping and loafing area for shade during hot weather and protection from cold drafts during cold weather; also allowing natural ventilation air to flow through the rear wall and open front of the building. To prevent hogs from rooting out of the lot, the fencing at ground level must be strong and secure. Minimum recommended space allowance for this type of facility is 6 to 8 square feet of floor space per pig under roof and 8 to 12 square feet per pig in the attached lot. More lot space will facilitate manure drying.
- Permanent barns are designed to hold more hogs in an enclosed space allowing for land use efficiency, and should not be hog numbers should not be determined by a farms acreage. Permanent barns should provide floor space as follows:

- finishing/market hogs (235 to 270 lbs.) raised in pens with slotted flooring is 7.5 to 8 square feet for each pig
- Adult pig individually housed (300-500 lbs.) – 15 square feet per pig
- Recommended Space Requirements for Sows and Gilts Housed in Groups
 - Breeding gilt (250 to 300); Solid floor – 40 sq ft; slotted - 24 sq ft
 - Breeding sow (300 to 500); Solid floor – 48 sq ft; slotted - 30 sq ft
 - Gestating gilt (250 to 300); Solid floor – 20 sq ft; slotted - 14 sq ft
 - Gestating sow (300 to 500); Solid floor – 24 sq ft; slotted - 16 sq ft

Cattle – 1 adult animal per acre. Housing will vary depending upon type and breed of cattle in question. Ideally, 100 to 140sq ft per cow is recommended for enclosed structures. A minimum of 2 to 2.5 ft per animal trough space is suggested.

Horses – 1 adult animal per acre. Miniature horses – 1 to 2 adult animals per acre.

The recommended space for horses in loose housing is 90 to 150 square feet per animal. Individual box stalls are commonly used in boarding facilities and are preferred by many horse owners. The minimum stall size for most light horses is 10 feet by 10 feet, but 12-by-12-foot or larger stalls are preferred. A miniature horse stall may be reduced to 8 feet by 8 feet. Generally, the recommended space for horses in a run-in shed is about 75 sq ft.