

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, January 11, 2017 7:00pm

Pledge of Allegiance – Moment of Silence

Public Hearing #1 On a Proposed Local Law to amend the Town Code of the Town of Carmel, Chapter 37 thereof, Entitled "Alarm Devices and Systems"

- 1a. Consider Resolution Determining SEQRA Review
- 1b. Consider Motion to Enact Law

Public Hearing #2 On a Proposed Local Law to Establishing the Office of Town Attorney and Amending the Residency Requirement of Public Officers Law Section 3 and the Elector Requirement of Town Law Section 25

- 2a. Consider Resolution Determining SEQRA Review
- 2b. Consider Motion to Enact Law

Town Board Work Session:

- Review of Town Board Minutes December 21, 2016
- 1. Michael Simone, Highway Superintendent – Consider Awarding of Bid for Sand
- 2. Consider Agreement with Special Legal Counsel for Fire Protection Districts
- 3. James Gilchrist, Director of Recreation and Parks – SEQR Review for NYS "SAM" Grant Project # 7315 (\$50,000) for Camarda Park Paving of Parking Lot
- 4. James Gilchrist, Director of Recreation and Parks – Consider Request to Reappoint Dave Furfaro and Joyce Piccone to the Recreation and Parks Advisory Committee
- 5. James Gilchrist, Director of Recreation and Parks – Consider Request to Accept Proposal for Repairs and Painting the Interior of Main Building at Sycamore Park
- 6. Richard Franzetti, PE, Town Engineer – Consider Return of Tower/Structure Removal Bond TM# 76.5 1-65 (\$30,000)
- 7. Richard Franzetti, PE, Town Engineer - Consider Road Bond Return – Willow Wood Gun Club TM# 87.7-1 7 (\$10,000)
- 8. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for Evaluating Town Owned Generators in the Various Town Water and Sewer Districts
- 9. Discussion Updates on Usage of Lake De-Icers/Bubblers

10. Consider Proposal Local Law Establishment of Zoning Regulations for Chicken Coops and Attached Chicken Runs

- **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. Victor Cornelius, Endeavor Municipal Development, Inc. – Contractual
2. Brad Pinsky, Special Legal Counsel - Contractual
3. Councilman Lombardi - Personnel

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 11, 2017 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending the Code of the Town of Carmel, Chapter 37 hereof, entitled "Alarm Devices and Systems":

**TOWN OF CARMEL
PROPOSED LOCAL LAW # _____ OF THE YEAR 2017**

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

SECTION 1

This Local Law shall be known as 2017 Amendments to Chapter 37 entitled "ALARM DEVICES AND SYSTEMS".

SECTION 2. Section 37-1 "Definitions" of Chapter 37, specifically the definition(s) set forth as currently existing in Section 37-1 is hereby amended to read as follows:

POLICE AND/OR FIRE ALARM DEVICE

Any device, which when activated by fire or any other emergency transmits a signal, alert, prerecorded message or other indication directly to any law enforcement facility and/or any centrally stationed monitoring facility for the purposes of eliciting response by law enforcement, fire department or any other emergency response personnel.

SECTION 3 – HOME RULE

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

SECTION 4 – SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 5 – EFFECTIVE DATE

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

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

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

#1a

**RESOLUTION MAKING SEQR DETERMINATION IN REGARD
TO THE LOCAL LAW #___ OF 2017
TOWN CODE CHAPTER 37 ENTITLED “ALARMS DEVICES AND SYTEMS”**

RESOLVED that the Town Board of the Town of Carmel hereby determines that, proposed Local Law #___ of 2017 concerning amendments to Town of Carmel Town Code Chapter 37 entitled “Alarms Devices and Systems” is a Type II action under SEQR and no further review is necessary.

Resolution

Offered by: _____

Seconded by: _____

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 11, 2017 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending the Code of the Town of Carmel, Chapter 25 hereof, entitled "Residency Requirements" as follows:

**TOWN OF CARMEL
PROPOSED LOCAL LAW # _____ OF THE YEAR 2017
A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,
CHAPTER 25 HEREOF, ENTITLED "RESIDENCY REQUIREMENTS"**

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

SECTION 1. The Office of Town Attorney of the Town of Carmel is hereby established.

SECTION 2. The provisions of Section 3 of the Public Officers Law of the State of New York requiring a person to be a resident of the political subdivision or municipal corporation of the state for which he will be chosen or within which his official functions are required to be exercised is hereby amended. The Town Attorney of the Town of Carmel must only be a resident of the County of Putnam.

SECTION 2. The provisions of Section 25 of the Town Law of the State of New York requiring the Town Attorney of the Town of Carmel to be an elector of the Town is hereby amended. The Town Attorney of the Town of Carmel must only be an elector of the County of Putnam.

SECTION 3. This Local Law shall take effect immediately in accordance with the Town Law of the State of New York.

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

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

#2a

**RESOLUTION MAKING SEQR DETERMINATION IN REGARD
TO THE LOCAL LAW #___ OF 2017
TOWN CODE CHAPTER 25 ENTITLED "RESIDENCY REQUIREMENTS"**

RESOLVED that the Town Board of the Town of Carmel hereby determines that, proposed Local Law #___ of 2017 concerning amendments to Town of Carmel Town Code Chapter 25 entitled "Residency Requirements" is a Type II action under SEQR and no further review is necessary.

Resolution

Offered by: _____

Seconded by: _____

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

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
RE: SAND BID AWARD
DATE: December 28, 2016

WE ARE RECOMMENDING THAT THE SAND BID BE AWARDED TO:

Red Wing Properties, Inc.	F.O.B.	-	\$15.50 per ton
	DELIVERED	-	\$20.50 per ton

NOTE: There was a lower bid, but the sand was too fine.

/Sen

pc Bid File
Town Board File
Vendor Files

Work Session #2

PINSKY
LAW GROUP, PLLC

5789 Widewaters Pkwy
Syracuse, New York 13214
(315) 428-8345
(315) 475-8230 (fax)



Bradley M. Pinsky, Esq.
David B. Garwood, Esq.

Nicole C. Brown, Paralegal
Sarah M. Pufky, Paralegal

December 7, 2016

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

Re: Flat Fee Retainer

Dear Town Supervisor:

This letter will summarize the proposed terms of our firm's representation of the Town of Carmel, including the scope of services we will be providing, the agreed upon fee, and billing arrangements.

Scope of Engagement. We will represent the Town in Review of all "hard data" of Mahopac Fire Department's expenditures, investments and transfers of Town of Carmel's 2017 fire protection funds, and prepare Quickbooks financial reports and reconciliation of the same for review by the Town.

Fee Arrangement. Unless otherwise arranged and agreed to in writing, our fee is based on the time spent by the attorneys and legal assistants who work on the matter. Our flat rates will be \$20,000.00 per year payable in quarterly installments. Should a fee dispute arise which is not resolved by discussion between you and your attorney, you may seek arbitration. Your attorney will provide information concerning arbitration in the event of such a dispute or upon your request.

Billing for Services. Billings will generally be performed no less than quarterly, but in active files, will be performed monthly. The client is expected to remit payment in no less than 45 days from the date of the bill. We charge interest on fees, costs and expenses owed at the rate of nine (9%) percent, per annum, for all unpaid bills over 60 days since the date of the bill. Should you

disagree with a bill, we require that you communicate such dispute to us in writing outlining the date of the billed item disputed, and the reason for the dispute. This will permit us to make a timely inquiry into the service provided. Additionally, the failure to remit payment to the Pinsky Law Group, PLLC in a timely matter will provide us the right to cease representing you. In some instances, we will need court approval to cease representation, but if we cannot obtain payment for our services, we will seek such approval.

Our hourly rates are established for each year. Each year, the law firm reserves the right to increase the hourly rate by up to \$10/hour, effective January 1. Flat fees will not increase, unless the matter exceeds two years in time. In such an instance, we reserve the right to increase the fee by up to ten percent due to the time it has taken to complete the matter.

Non-Contingent Fee. Certain matters are dependent on approval or non-approval of another agency or entity. Our fee is not contingent or dependent on your receiving any approvals, and must be paid regardless of whether the matter does or does not have a successful outcome.

Team System. The Pinsky Law Group, PLLC works in a team atmosphere. Therefore, it is possible that either Mr. Pinsky or Mr. Garwood will work on your file, either jointly or separately, with either attorney performing work on one or more occasions. It is also possible that a paralegal will work on your matter in appropriate instances.

Communication with Attorneys. We have experienced situations in which officers, members and employees of a client communicate with us on a matter. We cannot be expected to know which individuals are authorized and which are not authorized to communicate with us. We place the responsibility on you to caution your personnel from communicating with the attorneys without your authorization, as such fees will be billable to you as a client. Although we will try our best to limit our communications with your authorized personnel, it is impossible for us to track all of our clients' authorized personnel. Thus, you must control your members'/employees' access to your attorneys and must agree to pay for the time incurred by us due to your personnel.

E-Mail Communication. You are warned that while email communication may be common, E-mails are not a protected means of communication between the attorney and client. Emails which are accessible to another person who is not a client are potentially discoverable. For instance, employer provided email addresses may not be protected. Pinsky Law Group, PLLC cannot possibly know which email addresses used by the client are accessible by other parties. You are responsible for ensuring that you do not email your attorney from an unprotected email address.

Term. The term of this Agreement shall be one year and may be renewed upon an oral agreement of both parties.

Termination of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations

that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Project to provide additional advice on issues arising from the Project, the firm has no continuing obligation to advise you with respect to future legal developments.

Conclusion of Representation; Disposition of Client Documents. Following termination of our attorney/client relationship, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, we will return your papers and property promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records; internal lawyers' work product such as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Record Retention. Client files will be retained for a period of seven (7) years. Non-original documents may be scanned into our system with the paper file destroyed, before that date. Original documents such as contracts, signed papers, and other such files will be maintained for seven years, and then potentially destroyed before they are scanned. The client should not have the law firm maintain original documents. You are obligated to hold your original files, such as contracts, deeds, and abstracts of title.

Client Responsibilities. You agree to cooperate fully with us and to promptly provide all information known or available to you relevant to our representation. You agree to cooperate with us in all aspects of the representation. The failure to cooperate with us may result in the inability of our attorneys to effectively represent you. Failing to return calls or provide us requested information may result in the inability of our attorneys to represent you. You also agree to pay in a timely manner our statements for services and expenses as provided above.

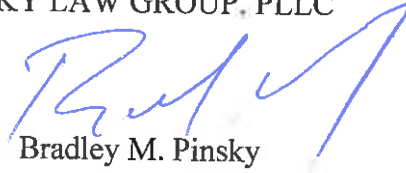
Organization as a client: We will be retained to represent the organization and not any individual in the organization. Our ethical duty requires us to provide our allegiance to the organization and not to any individual. Should any conflict arise between any member, director, officer and the organization, the law firm at all times must represent the interests of the organization.

We look forward to working with you and appreciate the opportunity to represent the Town of Carmel. If this proposal is acceptable, please so indicate by executing a copy of this letter to Pinsky Law Group, PLLC. We will then proceed with the representation. Please call me with any questions regarding the foregoing.

Very truly yours,

PINSKY LAW GROUP, PLLC

By:


Bradley M. Pinsky

Agreed and Accepted this ____
Day of _____, 2016

By: _____

Title: _____



Work Session #3

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 6, 2017

TO: Supervisor Kenneth Schmitt
Carmel Town Hall

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

SUBJECT: NYS \$50,000.00 "SAM" Grant for Parking Lot Paving at Camarda Park - Project ID #7315

REFERENCE: November 28, 2016 e-mail from Matthew Stanley, DASNY Sr. Environmental Manager

The Engineering Department has reviewed the referenced request (see December 13, 2016 memo from Rob Vara), and have determined that the paving project falls within the category identified by DASNY.

Please sign the attached SEQR Type II Action Determination form and return to me so I may forward to the responsible party. Please contact me with any questions or concerns.

/sms

Attachments

Grant 7315 SEQR memo to KS

Gilchrist, Jim

From: Stanley, Matthew <MStanley@dasny.org>
Sent: Monday, November 28, 2016 2:08 PM
To: Gilchrist, Jim
Subject: Town of Carmel (SAM 7315) Camarda Park grant - need signature
Attachments: SAM 7315 T-Carmel Type II.doc

Mr. Gilchrist,

I am writing to you concerning the \$50,000 State and Municipal Facilities ("SAM") grant for the **Camarda Park Parking Lot Paving** project.

In order to continue processing your application, I need your signature on DASNY's State Environmental Quality Review Type II Action Determination form (attached). Please print, sign, date and mail the hard copy original to me at the address below at your earliest convenience.

If you have any questions, please email or call me at (212) 273-5097. Thank you.

Matthew A. Stanley, AICP

Senior Environmental Manager | Office of Environmental Affairs

DASNY | We Finance, Build and Deliver.

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

212.273.5097 (office) | 212.273.5121 (fax) | mstanley@dasny.org
www.dasny.org

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DASNY

State Environmental Quality Review Type II Action Determination (Grant Program)

Grant Program: State and Municipal Facilities Capital Program (SAM)
Grantee: Town of Carmel (SAM No. 7315)
Project Name: Camarda Park Parking Lot Paving
Project Address: 226 Seminary Hill Road, Carmel (Putnam County)

Type II actions are not subject to review under *State Environmental Quality Review (SEQR)* Part 617. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under *Environmental Conservation Law (ECL)*, article 8. (See 6 N.Y.C.R.R. § 617.5 for complete Type II list.)

- ☐ Maintenance or repair involving no substantial changes in an existing structure or facility (6 N.Y.C.R.R. § 617.5[c][1]).
- ☒ Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 (6 N.Y.C.R.R. § 617.5[c][2]).
- ☐ Repaving of existing highways not involving the addition of new travel lanes (6 N.Y.C.R.R. § 617.5[c][4]).
- ☐ Street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities (6 N.Y.C.R.R. § 617.5[c][5]).
- ☐ Maintenance of existing landscaping or natural growth (6 N.Y.C.R.R. § 617.5[c][6]).
- ☐ Construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities (6 N.Y.C.R.R. § 617.5[c][7]).
- ☐ Routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings (6 N.Y.C.R.R. § 617.5[c][8]).
- ☐ Extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on the Type II list (6 N.Y.C.R.R. § 617.5[c][11]).
- ☐ Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action (6 N.Y.C.R.R. § 617.5[c][18]).
- ☐ Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment (6 N.Y.C.R.R. § 617.5[c][20]).
- ☐ Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action (6 N.Y.C.R.R. § 617.5[c][21]).
- ☐ Investments by or on behalf of agencies or pension or retirement systems, or refinancing existing debt (6 N.Y.C.R.R. § 617.5[c][23]).
- ☐ Purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials (6 N.Y.C.R.R. § 617.5[c][25]).
- ☐ Other (Identify and Provide Citation):

Additionally, it is the opinion of DASNY that the Proposed Project would have no impact on historical or cultural resources in or eligible for inclusion in the National and State Registers of Historic Places.

Signature of Authorized Officer of Grantee

DASNY OEA Reviewer/Date

Print Name and Title

Date

cc: Grants Unit, SEQR file, OPRHP file

Gilchrist, Jim

From: Vara, Rob
Sent: Tuesday, December 13, 2016 2:08 PM
To: Gilchrist, Jim
Cc: Franzetti, Richard; 'Gregory Folchetti'
Subject: RE: Town of Carmel (SAM 7315) Camarda Park grant - need signature

Jim, Based upon my understanding of the project and the discussion between You, Rich and I, the following is my analysis:

The original Camarda Park project was designed to accommodate paved surfacing of the parking areas. The stormwater treatment facilities were sized to accommodate these impervious surfaces. Because of budget constraints, the parking lots were partially built as a combination of paved and item 4 lots, with the understanding that the Town would finish the paving when funds became available.

At the design and planning phase, the project went through the SEQRA process and received coordinated review.

At this point DASNY is asking for a SEQRA determination on what amounts to just a piece of the original Camarda Park project. So the original SEQRA determination is not very relevant to what amounts to a simple paving project.

SEQRA provides 37 type II actions. When a project is identified as a Type II action, no further review is required. Of the 37, the one that most closely identifies the paving project is listed below:

Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 (6 N.Y.C.R.R. § 617.5[c][2]).

This is the Type II Action that DASNY identified for you in the Action Determination sheet that they sent you.

Based upon all of the facts in front of us, It is my opinion that the paving project falls within the category identified by DASNY.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax: 845-628-7085

From: Gilchrist, Jim
Sent: Monday, December 12, 2016 2:28 PM
To: Franzetti, Richard
Cc: Vara, Rob
Subject: RE: Town of Carmel (SAM 7315) Camarda Park grant - need signature

Rich,

Attached is Rob's narrative of the Camarda (parking lot project) and supplemental information used for this grant application. This should be enough information to help make a determination.

Thanks,

Jim

From: Franzetti, Richard
Sent: Monday, December 12, 2016 11:55 AM
To: Gilchrist, Jim
Subject: RE: Town of Carmel (SAM 7315) Camarda Park grant - need signature

Why are you sending this to me?

Richard J. Franzetti. P.E., BCEE, LEED^{AP}
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

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.

From: Gilchrist, Jim
Sent: Monday, December 12, 2016 11:53 AM
To: Franzetti, Richard
Subject: FW: Town of Carmel (SAM 7315) Camarda Park grant - need signature

Rich,

Please review attached DASNY's State Environmental Quality Review Type II Action Determination form that was filled out by DASNY. The Town Board will make a determination after reviewing your recommendation regarding the scope of the project and why it falls into the type II criteria.

Thanks,

Jim

From: Stanley, Matthew [<mailto:MStanley@dasny.org>]
Sent: Monday, November 28, 2016 2:07 PM
To: Gilchrist, Jim
Subject: Town of Carmel (SAM 7315) Camarda Park grant - need signature

Mr. Gilchrist,

I am writing to you concerning the \$50,000 State and Municipal Facilities ("SAM") grant for the **Camarda Park Parking Lot Paving** project.

In order to continue processing your application, I need your signature on DASNY's State Environmental Quality Review Type II Action Determination form (attached). Please print, sign, date and mail the hard copy original to me at the address below at your earliest convenience.

If you have any questions, please email or call me at (212) 273-5097. Thank you.

Matthew A. Stanley, AICP

Senior Environmental Manager | Office of Environmental Affairs

DASNY | We Finance, Build and Deliver.

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

212.273.5097 (office) | 212.273.5121 (fax) | mstanley@dasny.org

www.dasny.org

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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 6, 2017

TO: Kenneth Schmitt, Supervisor
Carmel Town Hall

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

SUBJECT: Recreation and Parks Advisory Committee Terms

The terms of Dave Furfaro and Joyce Picone expired December 31, 2016.

Dave Furfaro has been on the Committee since January 2004 and provides both the wisdom and experience needed for the board. Also originally appointed January 2004 and as the Director of the Putnam Arts Council, Joyce Picone is well known in the Town of Carmel and is active in our community. Each of these members are dedicated and vital members of the Committee, which is why the Recreation and Parks Advisory Committee highly recommend they be reappointed to their positions.

At the December 1, 2016 Recreation and Parks Advisory Committee Meeting, a motion was made and accepted that Dave Furfaro and Joyce Picone be recommended for reappointment to the Recreation and Parks Advisory Committee and continue to represent the Town of Carmel. The Committee is requesting a resolution be passed at the next Town Board meeting.

Please contact me with any questions. Thank you.

/sms

"Town Unity through Recreation"



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 6, 2017

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Main Building Interior Repairs at Sycamore Park

This project will include: 1) repairs (cracks, dents, sanding, plastering, caulking, etc.) made to ceilings, walls, and trim in main room and corridor, 2) painting of corridor and main room with one coat of primer and one coat of finish paint, and 3) removal and disposal of all debris at contractor's expense in accordance with all environmental regulations. All products will be by Benjamin Moore Company unless requested otherwise.

We have received the three following prices quotes: 1) Michael Leuzzi Painting \$6,200.00, 2) Savino Contracting and Property Management \$6,950.00, and 3) George Apap Inc. \$11,250.00. I recommend using Michael Leuzzi Painting as they have the lowest price quote, and I have attached a copy of their Certificate of Liability Insurance for your information. Funds are budgeted in the 2017 Budget in the 7020.45 Rec. Building Special Repairs line.

Please add this to the next Town Board Meeting agenda, and contact me with any questions or concerns.

/sms

Attachments

Michael Leuzzi Painting
10 Birch Court, Mahopac, New York 10541

914-438-9819 or 845-628-0906

Michael.Leuzzi@gmail.com

December 3, 2016

Ms. Nina Kallmeyer

Town of Carmel

Carmel, New York

Email: nkallmeyer@ci.carmel.ny.us

Estimate to paint corridor and main room in main building at Sycamore Park, Town of Carmel, including all labor and materials as follows:

Repairs will be made on all ceilings, walls and trim in main room and corridor.

Repairs include removing all damaged taping and retaping wherever necessary. Sanding, spackling, plastering, caulking or skim coating all ceilings, walls and trim to prepare surface for new paint. Repairs includes all cracks, dents, holes, nail pops, etc.

Trim includes all doors, door frames, windows, window casings and baseboards.

One coat of primer paint will be applied to all ceilings, walls and trim and one coat of finish paint (two wherever necessary) will be applied to all ceilings, walls and trim.

Contractor shall work in a neat and workmanlike manner and shall remove all debris from premises and dispose of same at his expense in accordance with all relevant environmental regulations. Contractor will be on site at all times.

All products used will be Benjamin Moore Company paints and primers unless otherwise requested.

Putnam County Home Improvement License PC-131.

Total estimate \$6,200.00

Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2016

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

Marshall & Sterling, Inc.

51 Gleneida Avenue

PO BOX 120

Carmel

NY 10512

INSURED

MICHAEL LEUZZI DBA MICHAEL LEUZZI PAINTING

10 BIRCH CT

MAHOPAC

NY 10541-1508

CONTACT NAME: Donald Wenderoth

PHONE (A/C, No. Ext): (845) 878-4590

FAX (A/C, No): (845) 878-4483

E-MAIL ADDRESS: dwenderoth@marshallsterling.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Selective Ins. Co of New York

13730

INSURER B: Preferred Mutual Ins.

15024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL16121627148

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			X	S 2111524	6/10/2016	6/10/2017	EACH OCCURRENCE	\$ 1,000,000			
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000			
	<input type="checkbox"/>								MED EXP (Any one person)	\$ 10,000			
	<input type="checkbox"/>								PERSONAL & ADV INJURY	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE					\$ 3,000,000				
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			PRODUCTS - COMP/OP AGG	\$ 3,000,000				
<input type="checkbox"/>	OTHER:								\$				
B	AUTOMOBILE LIABILITY					PCA0100703631	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000			
	<input type="checkbox"/>	ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/>						SCHEDULED AUTOS	BODILY INJURY (Per person)	\$		
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>						NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$		
	<input type="checkbox"/>								PROPERTY DAMAGE (Per accident)	\$			
									Uninsured motorist combined	\$ 100,000			
	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR					EACH OCCURRENCE	\$			
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$			
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$						\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	N/A				<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$			
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$			
									E.L. DISEASE - POLICY LIMIT	\$			

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

Town of Carmel, its board, employees and volunteers are provided Additional Insured status when required by written contract or agreement with respect to work performed by the insured per policy forms CG 7202 (attached).

CERTIFICATE HOLDER

Town of Carmel
60 McAlpin Ave
Mahopac, NY 10541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kevin Viana/DWENDE

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ACORD 25 (2014/01)

INS025 (2014/01)

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New York State Insurance Fund

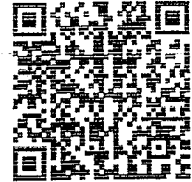
Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

AAAAAA

MICHAEL LEUZZI D/B/A
MICHAEL LEUZZI PAINTING
10 BIRCH COURT
MAHOPAC NY 10541



Scan to Validate

POLICYHOLDER MICHAEL LEUZZI D/B/A MICHAEL LEUZZI PAINTING 10 BIRCH COURT MAHOPAC NY 10541		CERTIFICATE HOLDER TOWN OF CARMEL 60 MCALTIN AVENUE MAHOPAC NY 10541	
POLICY NUMBER W 826 375-8	CERTIFICATE NUMBER 903410	POLICY PERIOD 05/14/2016 TO 05/14/2017	DATE 12/16/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 826 375-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp).

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 318829014



SAVINO CONTRACTING & PROPERTY
MANAGEMENT

SAVINOPRO

ANTHONY SAVINO

OWNER

USBLN CERTIFIED DISABLED OWNED BUSINESS

USPIC MEMBER

22 SOMERSET RD

MAHOPAC, NY 10541

TEL: 845-531-9402

EMAIL: OFFICE@SAVINOPRO.COM

WWW.SAVINOPRO.COM



SCPM

22 somerset Rd

Mahopac, NY 10541

(845) 531-9402

office@savinopro.com

www.Savinopro.com

ESTIMATE

ADDRESS

Nina Kallmeyer
Town of Carmel Recreation
and Parks Department
790 Long Pond Road
Mahopac, NY 10541 USA

ESTIMATE # 5355

DATE 12/13/2016

ACTIVITY

AMOUNT

Paint

6,200.00

- Install of scaffolding
- removal of damaged surface areas
- prep all walls and ceilings
- installed flex taping
- compound all areas throughout main area of approx 2300 sq ft
- install tarping around gym equipment
- sand all walls and ceilings
- caulk areas where needed
- spot prime
- apply ceiling flat paint
- apply client color picked Benjamin Moore paint in satin or matte for cleaning walls from usage with 2 coats of paint
- paint trim

Zero VOC Paint

750.00

- Apply 2 coats of Benjamin Moore Aura zero VOC paint for fast use and indoor air quality

All Proposals are not final and we match or beat our competitor pricing. Average scheduling of work are 1-2 weeks after receipt of proposal.

TOTAL

\$6,950.00

Accepted By

Accepted Date

Kallmeyer, Nina

From: steve@georgeapapinc.com
Sent: Wednesday, December 07, 2016 8:01 PM
To: Kallmeyer, Nina
Subject: George Apap Painting Estimate for Town of Carmel

1278 Route 311
Patterson, NY 12563

Estimator: Steve
Phone: (845) 656-6531

December 7, 2016

Town of Carmel
790 Long Pond Road
Carmel NY
914-621-1085
nkallmeyer@ci.carmel.ny.us

Thank you for the opportunity to quote the following prices:

1. Job Description

Hi Nina,

Thank you for the opportunity to look at the painting project at the Recreation and Parks Department. Below is the proposal. Please feel free to call or email me with questions and kindly let me know your thoughts. Thank you.

Recreation and Parks Department:

Work to be performed in main room including side entrance
Refasten drywall as needed with screws
Repair stress cracks, nail pops, holes, large drywall imperfections and prime as needed
Ceilings – apply two coats of Benjamin Moore's flat white
Walls – apply two coats of Benjamin Moore's Regal Select Matte finish
Trim – prepare and apply one coat of Benjamin Moore's white latex semigloss including window trim, previously painted doors and base moldings

- *excludes all stained doors, trim, posts and beam
- *excludes doors leading to both back offices
- *excludes closets, bathrooms, kitchen and offices
- *price includes all labor, materials and scaffolding
- *price is based on prevailing wage

Total
\$11,250

**Price excludes applicable sales tax*

Please take special note of job description. George Apap Painting is not required to perform any projects or tasks not specifically listed.

2. Interior Preparation (If Applicable)

George Apap Painting will cover and protect all furnishings and floors. Hardware will be removed and re-installed. This includes curtain rods, window latches, switch plates and cover plates. Door knobs, thermostats and alarm system hardware will not be removed.

We will scrape, patch and sand walls. Before applying final coats, we will re-inspect and patch walls as necessary. Wall and ceiling cracks will be filled with spackling compound. When the compound is dry, we will sand it smooth. More advanced cracks will receive an application of fiberglass joint tape, and will be spackled and sanded smooth. We also will scrape and sand rough areas created by previous paint failure.

Glossy surfaces and trim will be sanded and cleaned to assure proper paint adhesion. We will apply a stain sealer to water and tannin wood stains.

George Apap Painting will caulk cracks in wood trim and along wall/trim interfaces.

George Apap Painting will clean up and vacuum work areas at the end of each day. Debris will be taken away.

When the job is completed, unused paint will be labeled and left at the job site.

Due to the concealed conditions of existing wall coverings, it may be impossible to estimate the labor of removal and preparation necessary to achieve a properly painted or wall papered surface. Under normal conditions wall covering can be removed properly without damage to the surface; however, sometimes the substrate has not been sealed properly or other hidden conditions may exist. Due to these factors, added labor and material cost may become necessary.

3. Exterior Preparation (If Applicable)

George Apap Painting will protect all necessary areas with drop cloths.

Surfaces will be scraped of peeling paint and sanded. Glossy surfaces will be sanded to assure proper adhesion.

Deteriorated glazing compound around windows will be replaced, and window sashes will be razored clean. (If applicable.)

All cracks in wood will be filled with latex caulk to lock out moisture. If wood repairs are needed, customer will be notified. Customer may contract with George Apap Painting to do repairs. (See Section 10.)

Areas of bare wood will be primed.

When the job is completed, paint residue and debris will be cleaned up and taken away. Unused paint will be labeled and left at job site.

Because of conditions unseen, additional repairs/costs may become necessary. Customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order for said repairs.

4. Paint

Colors **must** be chosen 1 week prior to the start date. An additional cost will be charged for color changes made after work begins.

Please Note : Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area.

5. Marketing Agreement

George Apap Painting would like to display a yard sign on your lawn.

Please return a signed report card about George Apap Painting's work within 10 days of completion of your project.

6. Home Improvement Consumer Protection Act

By law, as of July 1, 2009, all home improvement contractors must comply, be registered and be in good standing with the state of New York. It is unlawful for any home improvement contractor to perform work in your home unless properly registered. This act is for the protection of the homeowner, and allows you specific legal rights.

To check the list of properly registered contractors, visit www.attorneygeneral.gov/hic.aspx and click on "List of Registered Contractors." George Apap Painting PAHIC Registration Number is 020814.

7. Work Standard

George Apap Painting is a member of the Painting and Decorating Contractors of America.

All work is to be completed in a workman-like manner according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon the absence of strikes, accidents or delays beyond our control.

Our work procedures follow the standards of the PDCA (Painting and Decorating Contractors of America, www.pdca.org).

The painting contractor will produce a "properly painted surface." A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through or insufficient coverage. It is a surface that is free of drips, spatters, spills or over-spray caused by the contractors' workforce performance. Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of one meter or more under normal lighting conditions and from a normal viewing position.

8. Customer Responsibility

For your safety, no one other than employees of George Apap Painting is permitted in work areas. As with all home improvement projects, children and pets should be kept away from work areas and from George Apap Painting supplies and equipment.

It is essential that work areas be available exclusively to us, free from other tradespeople, installers, cleaners, etc. If our working space is interfered with, George Apap Painting may leave the job and additional charges may be incurred.

Alarms must be turned off while work is in progress.

The customer must be available to meet with George Apap Painting crew leader on the last day of job.

9. Special Considerations for Homes Built Prior to 1978

George Apap Painting will give you a very informative pamphlet, "Renovate Right." Send your acknowledgement of receipt to or 1278 Route 311, Patterson, NY 12563.

George Apap Painting is a certified contractor in accordance with the EPA Repair, Renovation, and Painting Rule. (Certification # NAT-26976-1)

10. Unforeseen Conditions

Because of unforeseen conditions, additional repairs/costs may become necessary. The customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order for said repairs.

11. Cost

We propose to furnish material and labor -- complete and in accordance with the above specifications -- for the sum of all as stated in the beginning of this document. If you only want some of the tasks completed from the full job description, additional pricing may be required. The quoted price is valid for 30 days, unless otherwise noted.

This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.

If after you agree to this work, you desire any changes or additional work, please contact us; the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.

12. Insurance

Please feel free to contact our insurance carrier for a copy of a Certificate of Insurance.

13. Limited Warranty

George Apap Painting's warranty covers labor and material for a period of 2 years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.

This warranty excludes -- and in no event will George Apap Painting be responsible for -- consequential or incidental damages caused by accident or abuse, normal wear and tear, temperature changes, settlement or

moisture; i.e., nail pops or cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

The exclusion also includes: Painted or stained horizontal walking surfaces (i.e. decks, floors and steps), dirt and mildew accumulation; paint failure due to rotted wood, structural defects, moisture intrusion, failure of previous paint coatings and insect infestation.

George Apap Painting is not responsible for differences in paint color when performing warranty work.

This warranty is transferable.

14. Right of Rescission

An individual signing a home improvement contract, except as provided in the emergency provisions of section 7 of the December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing.

15. Start and Completion Date and Payment Schedule

Upon your acceptance of this proposal an amendment will be sent to you with approximate start and completion dates, and dollar amount of deposit required prior to start date (1/3 of total cost). The balance is to be paid in full to the crew leader on the last day of the job. Progress payments will be required throughout the course of the job on projects more than \$10,000.00. *Material heavy jobs will need 50% deposit, along with payment schedule.

16. Acceptance of proposal

Please indicate your acceptance of this proposal by signing this copy and returning to our office or reply by email with your acceptance.

By accepting this contract, I acknowledge that I have read and understand the terms of this proposal.



Date _____

Estimators Signature



Date _____

Customer Signature



Steve Apap

George Apap Painting

Office:845-878-3444 | Cell:845-656-6531 |

Web:www.georgeapapinc.com



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: December 20, 2016

Subject: Bond Return – Nextel – 55 McAlpin Ave – TM 76.5-1-65

The applicant is requesting their original Tower/Structure Removal Bond in the amount \$30,000, Bond #104728133, be returned and substituted with Tower Removal Bond #BLB8869942 in the amount of \$30,000, dated July 10, 2016.

Attached is a fully executed bond application form, copies of both Tower Removal Bonds #104728133 and BLB8869942, Town Engineer, Richard Franzetti's memo dated December 14, 2016 and Director of Code Enforcement, Michael Carnazza's memo dated December 19, 2016.



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

Subdivision - Site Plan Bond Application

Bond Amount \$30,000.00
Inspection Fee n/a

Bond Register No 707
Tax Map # 76.5-1-65
Filing Date 12/13/2016

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ \$30,000.00. Said bond was fixed by Resolution of the Planning Board on date 12/21/05 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Nextel of New York, Inc. c/o Sprint c/o Jaclyn Howard

Applicant's Address: 6391 Sprint Parkway, Mailstop: KSOPHT0101-Z2650, Overland Park, KS 66251

Applicant's Telephone Number: 321-280-9986 Email: Jaclyn.Howard@sprint.com

Map Entitled: Nextel of New York Property Address: 55 McAlpin Ave, Mahopac Last Revised

Applicant's Signature Jaclyn R Howard
Digitally signed by Jaclyn R Howard
Date: 2016.12.13 15:30:22 -05'00'

Town Engineer's Signature

Bonding Company Travelers Casualty and Surety Company Bond # 104728133 Bond Expires

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

By

Chairman, Planning Board

By

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 12/13/2016 Applicant's Signature Jaclyn R Howard
Digitally signed by Jaclyn R Howard
Date: 2016.12.13 15:31:14 -05'00'

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 12/20/16 Town Engineer's Signature Richard J. [Signature]

Date 12/19/16 Planning Board Chairman Harold [Signature]

Date Environmental Conservation Board Chairman

Approved by the Town Board at a meeting on

TOWER / STRUCTURE REMOVAL BOND

Bond #104728133
Sprint Site Id#NY4293

KNOW ALL MEN BY THESE PRESENTS, THAT Nextel of New York, Inc. c/o Sprint Contracts & Performance, Site ID# NY4293, MS: KSOPHT0101-72650, 6391 Sprint Parkway, Overland Park, KS 66251 as Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of Connecticut as Surety, are held and firmly bound unto the Town of Carmel, a municipal corporation of the State of New York with offices at Town Hall, 60 McAlpin Ave., Mahopac, NY 10541 as Obligee, in the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS, the Principal has entered into a Communications Site Lease Agreement (Ground) with the Obligee, dated January 5, 2006 for the placement of a tower or structure furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such towers or structures and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the Town of Carmel, NY, OBLIGEE, requires the submission of a noncancellable bond guaranteeing the maintenance, replacement, removal or relocation of said tower or structure located at: 55 McAlpin Avenue, Mahopac, NY, 10641 - Site ID# NY4293 for the term of the lease and any extensions thereof

NOW THEREFORE, the condition of this obligation is such that, if the above bounden Principal shall perform in accordance with the aforesaid agreement and/or any applicable ordinances, laws, and/or rules and regulations, and indemnify the Obligee against all loss caused by Principal's breach of the agreement and/or any applicable ordinances, laws and/or rules and regulations, relating to maintenance, replacement, removal or relocation of said tower or structure, then this obligation is void: otherwise to remain in full force and effect for the term of the lease and any extensions thereof.

THIS BOND signed, sealed and dated on the 28th of April 2006. This bond is effective the 3rd day of January, 2006.

PRINCIPAL

Nextel of New York, Inc.

BY: _____
Print Name: _____
Print Title: _____

SURETY

Travelers Casualty and Surety Company of America

BY: Kristy Barber
Print Name: Kristy Barber
Print Title: Attorney-in-Fact

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of Missouri, County of Jackson, ss:

One the 28th day of April in the year 2006, before me, the undersigned personally appeared Kristy M. Barber personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the City of Kansas City in Missouri.

Peggy L. Bittiker, Kansas City
Signature and office of Individual taking acknowledgement

PEGGY L. BITTIKER
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires June 13, 2008

Bond # BLB8869942

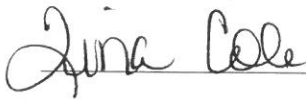
Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we SBA Monarch Towers I, LLC, a corporation duly organized under the laws of the State of Delaware, as Principal and The Hanover Insurance Company, as Surety, are held and firmly bound unto Town of Carmel as Obligee, in the amount of Thirty Thousand Dollars and 00/100 (\$30,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.


Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at 55 McAlpin Avenue, Mahopac, NY 10541, Site ID No. NY20481/ Croton Fall Road. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at its Home Office located at 440 Lincoln Street, Worcester, MA 01653 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation under sixty (60) days after Surety's receipt for such statement.
2. The Surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 60 McAlpin Avenue, Mahopac, NY 10541 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witness this 10th day of July, 2016.



Witness



Sarah A. Eberhardt

Witness

SBA Monarch Towers I, LLC

Principal

By: 

The Hanover Insurance Company

Surety

By: 

Brett L. Cuckler, Attorney In Fact

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brett L. Cuckler, Sandra Wiemann, Thomas J. Philbin, Melissa L. Whittier, Johnathan K. Stefan and Robert J. Hippert

Of **Henderson Brothers, Inc. of Pittsburgh, PA**, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any surety bond, recognizance or obligation in the United States, not to exceed \$Ten Million Dollars (\$10,000,000.00) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

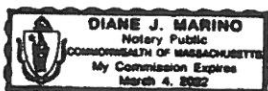
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of **October**, 2015.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of **October**, 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete
J. Michael Pete, Vice President

Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of July 2016.

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

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: December 14, 2016

Re: Bond Return- Nextel Tower Removal Bond - TM#76.5-1-65

Attached please find a memo from Rose Trombetta with all relevant back up information. This is essentially a swap of tower removal bonds. This department has no objection to the return of the original Nextel tower removal bond #104728133, dated April 28, 2006 in the amount of \$30,000.00 and the posting of the tower removal bond #BLB8869942, dated July 10, 2016 in the amount of \$30,000.00 by SBA Monarch Towers I, LLC.

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 19, 2016

RE: Bond Replacement for NEXTEL/Highway Garage
Tm# 76.5-1-65

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

ROBERT LAGA
Chairman

ROSE TROMBETTA
Secretary

TOWN OF CARMEL
ENVIRONMENTAL CONSERVATION BOARD



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

BOARD MEMBERS

Edward Barnett
Vincent Turano
Nicholas Fannin
John Starace

MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: December 19, 2016

Subject: **Road Bond Return** – Willow Wood Gun Club – 551 Union Valley Road
TM – 87.7-1-7 – Bond Register #803

On November 17, 2016, the Environmental Conservation Board passed a motion recommending the \$10,000.00 road bond be returned for the above captioned property.

Attached is a fully executed bond application form, Highway Superintendent, Michael Simone's memo dated November 16, 2016 and Town Forester, Doug Ramey's memo dated November 15, 2016.



Environmental Conservation Board
Town of Carmel - Town Hall
Mahopac, New York 10541

~~Wetland~~ - Tree Cutting Application

Bond Amount \$10,000.00 - Road Bond

Inspection Fee N/A

Bond Register No. 803

Tax Map # 87.7-1-7

Filing Date November 16, 2016

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ 10,000.00. Said bond was fixed by Resolution of the Environmental Conservation Board on (date) n/a for the construction and completion of improvements described on a map on file with the Environmental Conservation Board.

Applicant's Name: Willow Wood Gun Club c/o County Logging Complete Forest Management - Attn: Ali Immel

Applicant's Address: 3 Kaprolet Lane, Walden, NY 12586

Applicant's Telephone Number: 845-778-0177

Email: countylogging@gmail.com

Map Entitled: Willow Wood Gun Club

Property Address: 551 Union Valley Road

Last Revised n/a

Applicant's Signature _____

Town Engineer's Signature _____

Bonding Company Walden Savings Bank

Bond # Check #100083103

Bond Expires _____

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

By _____

Chairman, Planning Board

By _____

Chairman, Environmental Conservation Board

Application for Bond Return XXXXX

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 11/22/2016

Applicant's Signature _____

I inspected the improvements on the above captioned site during construction and after completion. I 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 12/7/16 Town Engineer's Signature _____

Date _____ Planning Board Chairman _____

Date 12/16/16 Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____

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

FROM THE DESK OF: *Michael Simone*

TO: TOWN ENVIRONMENTAL CONSERVATION BOARD

DATE: NOVEMBER 16, 2016

RE: WILLOW WOOD TREE CUTTING PROJECT

I have visually inspected Union Valley Road in the vicinity of the above project and approve the release of East-West Forestry's bond.

**EAST-WEST FORESTRY ASSOCIATES
CONSULTING FORESTERS
22 DEANA LOOP
LAGRANGEVILLE NY 12540
(845)226-2628**

November 15, 2016

Environmental Conservation Board
Town of Carmel
Town Hall
Mahopac, NY 10541

RE: Application for Tree Cutting Permit for Willow Wood Rifle & Pistol Club

Dear Environmental Conservation Board :

The contractor on this project informed me that the forestry project on this property had been completed. I inspected the project for permit compliance on 10/28/16. I found this project to be satisfactorily completed. The logging road has been graded, water bars installed, and hay applied in the appropriate areas. All harvested sawtimber has been removed from the property and the landing is in a clean and stable condition. There does remain a pile of firewood logs on the landing that I was told the club would be using.

I am satisfied with the condition of the property and hereby sign off on this project. Please let me know if you have any questions or concerns. The enclosed bill covers all fees on this project from East-West Forestry Associates.

Respectfully submitted,


Doug Ramey

cc. Chris Prentis

Richard 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: December 16, 2016

Re: Generator Evaluations- Various Districts

As the Board is aware the Town owned sewer and water treatment plants are equipped with standby power generators. There are a total of 41 units of which 39 are located at water and sewer plants. These facilities are equipped with various sized pumps that require a range of electrical requirements, which differ from voltage, wattage and phase. Nearly all of the pumps that service our facilities have motors that run on 3 phase, which is quite different than the motors (refrigerator, washer/dryer, pool filter) that service a residential application.

The problem is that we have had several instances which have caused a "brown out" condition. In short, a brown out condition results in a voltage drop and a loss of phase. The generators are equipped with an automatic transfer switch (ATS) which turn on the units when there is no power. However during a brown out condition this condition does not result in the ATS switching power to the generator as the unit still senses incoming electricity. Thus the motors continue to run on reduced voltage which results in either reduced speed or torque. Depending on the motor design, it may draw more current and may eventually overheat and burn out.

In May of 2016 a regional brown out condition occurred affecting pumps at multiple facilities. Attached is a spread sheet which was created to assist in putting together an insurance claim to cover the casualty due to the brown out. It is our belief that had the ATS transferred power to the generator immediately, most of this damage would not have occurred.

In an effort to resolve this problem, the Engineering Department requested a proposal from Mag Pro LLC (attached) to perform an evaluation of all generators to determine if they are capable of programming so that ATS will transfer during a brown out condition. The expectation of this evaluation is to identify those units which can be programed to transfer and to assess the feasibility of installing voltage monitor that will provide a transfer signal to the unit. The cost for this evaluation is \$7,400.00.

Mag Pro has performed other work for the Town. Most recently repairing a failing generator in CSD 8 and we were satisfied with their performance. At this time the Engineering Department would like to engage Mag Pro to perform the evaluations. Attached is a list of how the \$7,400.00 proposal would break down as it relates to each district. As the Board can see, the costs per district are nominal and we believe that based upon a cost benefit analysis, we should proceed with retaining Mag Pro.

Mary Ann Maxwell has indicated that sufficient funding exists in all districts to perform this work (see attached email).

I request that this matter be placed on the next Town Board Work Session for discussion.

	LOCATION	VENDOR/OPERATOR	INVOICE	COST	REPLACEMENT/REPAIR
CMF #2	MICRO2	OWENS ELECTRIC	#5896	165.00	TRANSFORMER FAILURE WITHIN VFD DRIVE
CWD #2	DUKE PUMP STATION	OWENS ELECTRIC	#5896	770.00	PUMP FAILURE
CSD #2	DUKE PUMP STATION	ACS	4512	1,213.44	PUMP FAILURE
CSD #2	DUKE PUMP STATION	SEVERN TRENT		375.00	5HRS OVERTIME
CWD #2	GLENEIDA	OWENS ELECTRIC	#5896	165.00	RESET PLC
CWD #3	LAKE SECOR	BEE & JAY PLUMBING	#80654	5,266.50	REPLACED GOULDS 25GS50 5HP 3 PHASE MOTOR
CWD #3	LAKE SECOR	DURKIN WATER	#3879	4,186.13	WATER
CWD #3	LAKE SECOR	DURKIN WATER	#3920	2,181.50	WATER
CWD #3	LAKE SECOR	MID COUNTY	#15453	62.40	NEW POLE BREAKER
CWD #3	LAKE SECOR	SEVERN TRENT		150.00	OVERTIME SCHIFFER
CWD #3	LAKE SECOR	SEVERN TRENT		700.00	OVERTIME - DELGADO & SHERDAN
CWD #4	LAKE BALDWIN	BEE & JAY PLUMBING	#80641	2,710.00	REPAIRS DUE TO HIGH VOLTAGE & BROWN OUT
CWD #4	LAKE BALDWIN	J BRADSHAW/ACS	#2570	1,120.33	REPLACED BOOSTER PUMP & O'LOAD RELAYS
CWD #4	LAKE BALDWIN	OWENS ELECTRIC	#5896	990.00	REPAIR DAMAGED COMPONENTS
CWD #5	MYRTLE AVE STATION	BEE & JAY PLUMBING	#80601	640.00	PUMP RESET
CWD #7	VINELAND STATIONS	BEE & JAY PLUMBING	#80602	480.00	PUMP RESET
CWD #10	SENIOR AVE	BEE & JAY PLUMBING	#80620	960.00	PUMP RESET
CWD #10	SENIOR AVE	J BRADSHAW/ACS	#2570	150.00	PUMP RESET
CWD #10	SENIOR AVE	OWENS ELECTRIC	#5896	220.00	RESET THERMAL OVERLOAD
				22,505.30	

GENERATOR BROWN OUT PUMP EVALUATIONS
 @ \$185/generator

DISTRICT	UNITS	TOTAL COST BY DISTRICT
CSD #1	1	\$185.00
CSD #1, ext 3	2	\$370.00
CSD #2	14	\$2,590.00
CSD #4	2	\$370.00
CSD #6	1	\$185.00
CSD #7	1	\$185.00
CSD #8	2	\$370.00
CWD #2	2	\$370.00
CWD #3	1	\$185.00
CWD #4	1	\$185.00
CWD #5	1	\$185.00
CWD #6	2	\$370.00
CWD #7	1	\$185.00
CWD #8	2	\$293.23
CWD #1	9.20%	\$17.02
CWD #10	19.50%	\$36.08
CWD #13	12.80%	\$23.68
CWD #9	1	\$185.00
CWD #12	1	\$185.00
CWD #14	1	\$185.00
MICRO #2	1	\$185.00
MICR #4	1	\$185.00
MICRO #7	1	\$185.00
TOWN HALL	1	\$185.00
	40	\$7,400.00

Vara, Rob

From: Maxwell,Mary Ann
Sent: Wednesday, November 02, 2016 9:43 AM
To: Vara, Rob
Cc: Franzetti,Richard; Esteves,Donna
Subject: RE: 11-01-2016 Genset Brown out evaluations for various districts.

Yes sufficient funding is available in the various districts for this work.

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

From: Vara, Rob
Sent: Tuesday, November 01, 2016 8:40 AM
To: Maxwell,Mary Ann
Cc: Franzetti,Richard; Esteves,Donna
Subject: 11-01-2016 Genset Brown out evaluations for various districts.

Max, As we discussed. We have a proposal from Mag pro to perform an evaluation of our 40 generators to determine if they are capable of being programed to transfer in a brown out condition. The proposal is for a total of \$7,400.00. This would be disbursed out over the various districts in accordance with the attached spread sheet created by DE. Could you please advise is sufficient funding exists in the various districts for this work?

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax:845-628-7085

20 Day Road
Carmel, NY 10512

Ph 845-225-2304

Estimate

Date	Estimate #
9/29/2016	28

Name / Address
Town of Carmel Eng Dept Rob 628-1500 x 183

Description	Qty	Rate	Total
Onsite evaluation only of multiple generator sets and equipment in the Carmel Sewer district to determine if generators are in good standing condition, recommend any repairs. But mainly to determine if each unit has the capability of running a self test with a load and what requirements are needed to install a low voltage monitor to transfer power to generator in the event of a low voltage brown out condition. On site labor rate.	40	185.00	7,400.00T
Estimate only, no work will be started until customer approval		Subtotal	\$7,400.00
		Sales Tax (0.0%)	\$0.00
		Total	\$7,400.00

Suggestions on the Use of Lake De-Icers / Bubblers

The Lake Mahopac Park District has been charged by the Carmel Town Board to come up with recommendations to residents about the use of these devices.

There have been complaints about lake de-icers from residents adversely affected by overreach beyond the structures that the de-icers need to protect, such as docks, sea walls, and boathouses.

The main problem is clearing areas beyond what is necessary that may adversely affect your neighbor's use of the lake for winter recreation.

There are two types of de-icing equipment:

1. **Ice-eaters are submersible motors with propellers.**
2. **Bubblers consist of perforated tubing and an air compressor.** Electricity cost is less than ice eaters. Bubblers and their flexible tubing can be configured to smaller areas of de-icing such as around docks and boathouses. They de-ice very little beyond a specific structure to be protected. (See photo at bottom.)

*Bubblers, according to manufacturers, need deeper water to function effectively. They bring warmer water deeper down to the surface. (They are similar to an aquarium aerator.)

For further information about required depths, see various manufacturers such as **Kasco, Taylor Marine, Elite Dock Bubbler, The Power House**, etc. regarding all de-icer types.

The Lake Mahopac Park District has come up with 8 recommendations.

1. **Appropriate sizing of the ice-eater. Bigger is not necessarily better.**

Opening up larger ice-free areas than necessary may create a hazardous condition for recreational use.

The size ranges from $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, and 1 HP.
The area of clearance is approximately:

$\frac{1}{4}$ HP = 25 feet
 $\frac{1}{2}$ HP = 50 feet,
 $\frac{3}{4}$ HP = 75 feet
1 HP = 100 feet.



2. Placement: Horizontal vs. Vertical

A vertically mounted ice-eater opens up a circular area further out in the lake, which, generally, is not necessary and can impede recreational use. Vertically mounted ice-eaters are noisier since they create a fountain effect.

A horizontally mounted ice-eater can be better focused on an area to be kept ice-free, a smaller unit can be more effective than a larger, vertically mounted device that may extend further out in the lake than is necessary. A horizontally mounted ice-eater, mounted on a dock, can be aimed under the dock and toward the shoreline. The ice-free area will be elongated along the shore thus limiting overreach further out in the lake. Also, a horizontally mounted ice-eater is silent in operation.

3. Safety

- a. A white light is recommended to illuminate the open water area for people using the lake at night. This should not be a problem as electricity is already present for the de-icing unit.
- b. At least one sign 2 feet by 3 feet at the waters edge, boathouse or dock indicating, **“Danger: Thin Ice.”**
- c. All de-icers should have a **GFI** (Ground Fault Interrupter) which acts as a fuse to prevent potential electrical shock.

4. Be a Good Neighbor

Be a good neighbor. Talk to your neighbors about any potential problems that may affect them concerning your use of ice-eaters. Some may find their access to the lake restricted; others may like the idea that they have an ice free area protecting their dock or shoreline. Talk to them.

5. **Horizontally** placed ice-eaters, whether mounted on a float or dock, can be aimed directly at the assets you wish to be kept ice-free.
6. **Structures to be kept ice-free should be connected to the shoreline, such as docks and boathouses.**
7. **Ice-Free areas should be constrained to about 6 feet beyond any structure that needs protection.**
8. **Thermostats and Timers are available from De-icer manufacturers.**

Manufacturers provide these optional accessories to reduce electricity consumption and minimize unnecessary continuous operation not needed for effective de-icing. Also, setting the thermostat to stop operation when the temperature is above freezing will further reduce unnecessary operation. One manufacturer sells a timer/thermostat in a single unit. (Some manufacturers recommend approximately 4½, hours of operation per day in this area.) See manufacturers recommendations.

- Two popular de-icers made by Kasco and Taylor Marine sell floats to support the devices.
- Taylor at this time sells a float for vertical mounting **only**. **Kasco** makes a float for **horizontal** positioning that better allows for a more directed flow.
- **Both manufacturers** make a **dock mount** that will allow a **directed horizontal** flow. **See their websites** for more detail.

Before any purchase is made it is suggested that you call (or at least access the manufacturers websites) and explain what you want to accomplish. They can be very helpful. (Also, photos of your situation can be e-mailed to them.)

Disclaimer: These are suggestions that are based on experiences from homeowners and manufacturers of de-icing equipment. We, therefore, do not guarantee the success of any de-icing or dock-protective measure.

Websites: Kasco, Taylor Marine, Elite Dock Bubbler, The Power House, etc, etc. The below image gives an excellent graphic of Bubbler versus Ice-eater de-icing coverage.



**RESOLUTION OF THE
PLANNING BOARD OF THE TOWN OF CARMEL
#16-32, October 26, 2016**

**CHICKEN COOP AND ATTACHED RUNS FOR CHICKENS
ZONING REFERRAL**

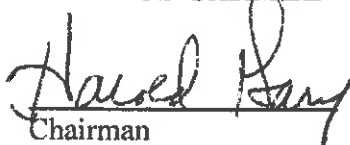
WHEREAS, the Planning Board is in receipt of a referral from the Town Board regarding the establishment of zoning regulations for chicken coops and attached chicken runs; and

WHEREAS, the Planning Board has reviewed the proposed zoning regulations and the Building Inspector has explained the basis for the proposed regulations; and

NOW THEREFORE BE IT RESOLVED, that the Planning Board finds that amending Section 156, as set forth in the proposed zoning regulations represents an appropriate and well-conceived method of addressing chicken coops and runs.

BE IT FURTHER RESOLVED, that the Planning Board offers a positive recommendation regarding the adoption of appropriate zoning to regulate chicken coops and runs, as reflected in the proposed zoning regulations.

**PLANNING BOARD
TOWN OF CARMEL**


Chairman

12/5/16
Dated:

This Resolution Was Thereupon Duly Adopted

§ 156- Coops and attached runs for Chickens.

A. A coop for housing chickens and an attached run shall be permitted as an accessory use to a permitted principal residential use and shall be located on the same site therewith. Roosters are prohibited.

B. No coop or run shall be located on a lot having less than 20,000 square feet in area and may only house 6 chickens per 20,000 square feet.

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 must be movable structures for purposes of cleaning and re-locating within the allowable setbacks.

E. All coops and runs must be maintained in a clean and sanitary manner and in compliance with all state and local laws pertaining to animals generally;

F. 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.

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

H. Penalties for offenses.

1. Any person or entity who 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.