

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, May 14, 2014 7:00pm

Pledge of Allegiance – Moment of Silence

**Presentation of Proclamation to Brian Vangor Acknowledging his Five
Years of Service as the Town of Carmel Historian**

Town Board Work Session:

1. Chief Michael Cazzari – Consider Making Permanent Appointment – Detective Sgt. Michael Nagle
2. Chief Michael Cazzari – Consider Making Permanent Appointment – Detective Stephen Kunze
3. Chief Michael Cazzari – Consider Disposal of Old and Obsolete Equipment – 2001 Ford Explorer
4. Consider Resolution Recognizing National Garden Week June 1 to June 7, 2014
5. Consider Proposal for HR Services – Public Sector HR Consultants, LLC
6. Richard Franzetti, PE Town Engineer – Consider Accepting Proposal for the Purchase and Installation of Automatic Samplers - CSD#2
7. Richard Franzetti, PE Town Engineer – Consider Accepting Proposal for Floor Refinishing at the Lake Casse Clubhouse
8. Richard Franzetti, PE Town Engineer – Consider Advertise for Bids for the Design/Construction for Bathroom/Concession Stand at Camarda Park
9. Richard Franzetti, PE Town Engineer – Consider Proposal for Town of Carmel Landfill Maintenance
10. Richard Franzetti, PE Town Engineer – Review of Draft Form – “Request for Out of Water/Sewer District Connection Standard Operating Procedure”
11. Councilman Jonathan Schneider - Consider Request for Proposals for New Traffic Study – Rte 6 Corridor and Mt. Hope Road

12. Michael Simone, Highway Superintendent – Consider Request to Attend NYS Highway School, June 1-4, 2014 at Cornell University (\$550)
13. Consider Resolution of Support Putnam County Department of Planning TAP Grant Application for Sidewalk Construction
14. Consider Renewing Agreement with Putnam County Workforce Program-Worksite Sponsorship
15. Consider Setting Rates for 2014 Seasonal Employees Lake Secor Park District
16. Consider Setting Rates for 2014 Seasonal Employees Lake Casse Park District
17. Consider Application of Waiving of Park Rental Fee - Community Cares Pig Roast Fund Raiser at Chamber Park June 7, 2014
18. Consider Request to Purchase Town Owned Property – Baxter Court, Mahopac, NY

- **Public Comment (Three (3) Minutes on Agenda items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Executive Session:

1. Personnel

Michael Cazzari
Chief of Police

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

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

#1

MEMORANDUM

To: Town Board, Town of Carmel

☒ Work Session 5/14/14

From: Chief Michael Cazzari

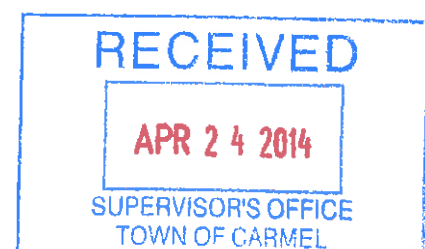
☐ Agenda _____

Date: April 24, 2014

Ref: Permanent appointment of D/S Michael Nagle

It is with the utmost honor and privilege that I make the following recommendation to the Town of Carmel Town Board.

Sergeant Michael Nagle has been provisionally working in the position of Detective Sergeant for over one year now. On April 18, 2013, he took on the responsibility of our detective bureau with a dedication to duty and professionalism that is second to none. D/S Nagle's leadership has been seen throughout the work that has been done by our detectives. From the major crimes that have been solved, to the attention to detail that he brings to each and every case, I feel proud to recommend the permanent appointment of such a fine officer as Michael Nagle.



Michael Cazzari
Chief of Police


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

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

#2

MEMORANDUM

To: Town Board, Town of Carmel

From: Chief Michael Cazzari 

Date: April 24, 2014

☒ Work Session 5/14/14

☐ Agenda _____

Ref: Permanent appointment of Detective Stephen Kunze

I am pleased to make the following recommendation to the Town of Carmel Town Board. Officer Stephen Kunze has been provisionally working in the position of Detective since May 1, 2013. Stephen Kunze is the type of hardworking officer that every police administrator wants working for him or her. From his time working narcotics cases with our special conditions unit to all the fine work he has done as a patrol officer and a detective, I feel proud to recommend the permanent appointment of such a fine officer as Stephen Kunze.



Michael Cazzari
Chief of Police

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

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

#3

May 12, 2014

Kenneth Schmitt, Supervisor and
Members of Town of Carmel
Town Board
60 McAlpin Ave
Mahopac, New York 10541

☒ Work Session 5/14/14

☐ Agenda _____

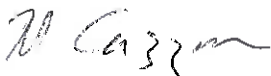
Dear Board,

The sport utility vehicle that the former police chief operated is unfit to be sold as a working motor vehicle; the rotting frame has already been welded once and the rust has compromised other sections of this vehicle. This vehicle should be considered to be junk and I am requesting that the Board allow us to sell the metal as scrap to a salvage yard.

The ERT team was looking to have a motor vehicle to use for both a prop and to test firing live rounds though the metal doors and body. Our officers approached me inquiring about utilizing an old police vehicle at the range during firearm qualifications; we would scrap the vehicle after it has been used at the range.

The vehicle that I would like to scrap is a 2001 Ford Explorer 1FMZU72E21ZA33183.

Respectfully,



Michael Cazzari
Police Chief



Pasquerello, Anne

From: Spofford, Ann
Sent: Tuesday, May 06, 2014 3:30 PM
To: Pasquerello, Anne
Subject: National Garden Club Week
Attachments: RESOLUTION RECOGNIZING NATIONAL GARDEN WEEK.docx

☒ Work Session 5/14/14
☐ Agenda _____

#4

Good afternoon,

Would the Town Board once again be interested in acknowledging National Garden Club week? This year it falls June 1st through June 7th.

I have attached herewith a copy of the resolution which was adopted by the Town Board in 2012. Further information may be viewed at the National Garden Clubs' Official Website - <http://www.gardenclub.org/projects/ongoing-projects/national-garden-week.aspx>.

Thank you for your consideration!

Ann Spofford

Town Clerk
Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541
Phone: 845.628.1500
Fax: 845.628.7434

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**RESOLUTION RECOGNIZING THE WEEK OF
JUNE 3RD THROUGH JUNE 9TH AS NATIONAL GARDEN WEEK AND
DECLARING GARDEN WEEK IN THE TOWN OF CARMEL**

WHEREAS, gardeners have a passion for nurturing the beauty of resources of earth through the care of all plants and riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor and nutrition to our lives through the growing of herbs, foliage, vegetables and flowers; and

WHEREAS, gardening furnishes a challenging and productive activity for many citizens, from those just learning to those having years of experience; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress and teaches that diligent effort can be rewarded; and

WHEREAS, gardening enables members of Garden Clubs across the nation and world to serve others in the communities where they reside and work;

NOW THEREFORE BE IT RESOLVED that in an effort to acknowledge the importance of gardening and the numerous contributions of gardeners, the Town Board of the Town of Carmel hereby recognizes the week of June 3, 2012 through June 9, 2012 as National Garden Week and hereby declares same to also be Garden Week within the Town of Carmel.

Resolution

Offered by: Councilman Schneider

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>



Human Resource Solutions Made Simple

☒ Work Session 5/14/14

☐ Agenda _____

#5

TOWN OF CARMEL

Proposal for:

HUMAN RESOURCE CONSULTING SERVICES

Submitted on May 9, 2014 by:

***Ronni M. Travers, SPHR, President
Public Sector HR Consultants LLC
14 Knollwood Drive
Glenville, NY 12302
(518) 399-4512
rtravers@publicsectorhr.org***

OUR FIRM

Public Sector HR Consultants LLC (PSHRC) is a professional services provider that is dedicated to working exclusively with public sector employers in New York State, serving as a human resource management advisor for municipalities that may not require full-time in-house staff. Our firm is unique in its singular focus on meeting the human resource management challenges faced by local governments and our understanding of the special circumstances that apply to NYS municipalities. Working as an integrated team, our professional staff has the experience in human resource management and employee relations to provide the research, guidance and solutions to meet our clients' human resource management needs. We are privileged to have served over 300 municipalities throughout New York State, and are very proud of our reputation which has been built upon the positive results we have been able to produce for our clients over the past sixteen-plus years.

HUMAN RESOURCE CONSULTING SERVICES

PROPOSED SCOPE OF SERVICES

Public Sector HR Consultants LLC (PSHRC) proposes to provide the following services for the Town of Carmel upon the approval of this proposal and the execution of a Professional Services Agreement. This proposal shall be for a period commencing with the execution of the Agreement and ending on December 31, 2015. If agreed upon by both parties, this proposal can be extended beyond the expiration of the Professional Services Agreement.

1. UNLIMITED TELEPHONE AND E-MAIL CONSULTATION

PSHRC will provide unlimited telephone and e-mail consultation available to designated Town Officials and Department Heads on matters pertaining to general human resource management related issues, including but not limited to:

1. Interpretation and application of the Town's personnel policies and procedures and various provisions of the applicable collective bargaining agreements;
2. Federal and State labor regulations, including but not limited to:
 - Civil Service Law
 - Fair Labor Standards Act
 - Americans with Disabilities Act
 - Family and Medical Leave Act
 - Federal and State EEO and Sexual Harassment

1. WORKERS' COMPENSATION, §207-c, DISABILITY AND FMLA ADMINISTRATION

PSHRC will provide education and assistance in medical leaves of absence and return-to-work procedures. PSHRC will oversee and administer all leaves taken under the Carmel's Family and Medical Leave Policy including explanation of FMLA procedures and eligibility requirements; completing necessary paperwork and including approval and denial letters; and setting up necessary tracking procedures. PSHRC will provide education and assistance for leaves pertaining to Civil Service Law §§71, 72 and 73, and General Municipal Law §207-c.

3. RECRUITING, INTERVIEWING, AND HIRING PROGRAM

Provide guidance and administrative forms for employment application, telephone screening, reference checking, new hire checklist, and related forms. Assist with the recruitment of positions including drafting of position descriptions for advertisement. Assist in the interviewing process by developing interview questions; providing guidance to interviewers regarding the EEO do's and don'ts and assisting in evaluating applicants following the interview process.

4. COACHING, COUNSELING AND CORRECTIVE DISCIPLINE

PSHRC will provide unlimited telephone guidance on issues related to employee coaching, counseling, and corrective discipline, and will make recommendations to improve communications and reduce exposure to discrimination and wrongful termination claims. These services will include the following:

1. Develop corrective action and progressive discipline procedures in compliance with CSL §75 and the applicable collective bargaining agreement(s).
2. Provide guidance to the Town Supervisor, Town Board and Department Heads on proper corrective action, and progressive discipline, and separation procedures.
3. Draft Counseling Notices for review by the Department Head.
4. Notices of Discipline (charges and specifications pursuant to CSL §75 or the Collective Bargaining Agreement(s)), settlement agreements, and associated documents will be drafted at the additional hourly rate of \$150 / hour.

5. CIVIL SERVICE ADMINISTRATION

PSHRC will provide guidance on civil service rules, regulations, and procedures ensuring adherence to civil service requirements, including areas such as preparation of New Position Duty Statements and Job Classification Questionnaires, RPCs and supporting documentation, and general record keeping.

6. PERSONNEL FILES AND FORMS

1. Develop and maintain necessary forms to assist the Town of Carmel in administering its various personnel policies and in conjunction with applicable regulatory requirements.
2. Provide unlimited telephone guidance on the Town's personnel files with respect to the overall maintenance control, storage, and access of personnel files.
3. Review documentation, memos, and other materials related to personnel actions and provide appropriate recommendations.

7. UNEMPLOYMENT INSURANCE ADMINISTRATION

PSHRC will assist the Town in processing unemployment insurance claims by answering questions about claim forms, completing employee separation section of claim forms, and submitting claim forms to the Department of Labor. Other services in unemployment insurance administration include:

1. Provide unemployment insurance claims information to the Department of Labor as requested and protect the Town's interest on chargeability of claims.
2. Review Department of Labor rulings on unemployment insurance claims eligibility, make recommendations to the Town to appeal decisions as appropriate, and initiate appeal/hearing actions. At the request of the Town, PSHRC will provide representation at unemployment hearings at the additional hourly rate of \$150 / hour.

8. COBRA ADMINISTRATION

PSHRC will provide guidance in COBRA administration including how to properly complete COBRA notices and election forms. Prepare COBRA Notices.

9. DOT DRUG & ALCOHOL TESTING

Provide guidance on the Town of Carmel's Controlled Substance and Alcohol Testing policy. This includes unlimited phone consultation on application of the policy. Direct handling of issues related to policy violations will be provided at the additional hourly rate of \$150 / hour.

10. COLLECTIVE BARGAINING AGREEMENTS

PSHRC will become familiar with all four collective bargaining agreements for each different bargaining unit and will provide interpretation of said agreements as needed and upon request will interface with Labor Counsel.

FEES FOR PROFESSIONAL SERVICES

The fee structure for the services detailed in this proposal is outlined below.

Human Resource Consulting Services – The fee for Human Resources Consulting Services specified above shall be **\$1,250 per month**.

Additional Services – Upon specific request and authorization, PSHRC will provide additional consulting services not included in the above scope of services at a rate of \$150 per hour, or for a project fee mutually agreed upon between the Town and PSHRC. An example of services that would be billable at the hourly rate include conducting workplace investigations in response to complaints of sexual harassment, hostile work environment and workplace violence, or any services performed on-site at the Town of Carmel. Should the Town request on-site consultation requiring travel between the consultant's primary office location and the Town, or to any other location remote from the consultants primary office location, time spent in transit shall be billable at a rate of \$75 per hour. (Note that the approximate round trip transit time from PSHRC's primary office and Mahopac, NY is four hours.)

Travel Expenses - The Town of Carmel will be responsible for any travel expenses directly related to providing the services detailed in this agreement. The mileage rate that will be charged shall be in accordance with the current mileage rate allowed by the Internal Revenue Service at the time travel takes place.

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

#6

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer *(RT)*

Date: May 7, 2014

Re: Automatic Samplers at CSD#2

☒ Work Session 5/14/14

☐ Agenda _____

Severn Trent Environmental Services (STES), the operators for Carmel Sewer District #2 (CSD#2), have alerted the Engineering Department (Department) that two automatic samplers used at CSD2 are not functioning and cannot be repaired.

STES requested and received the following quotes for replacing these two units:

1. Hach	\$10,386.96
2. ISCO 5800	\$10,885.80
3. USA Blue books	\$13,004.00
4. ISCO 6712	\$13,664.10

This is a compliance issue as we will be unable to meet the required laboratory protocols as outlines in our State Pollution Discharge Elimination System (SPDES) Permit.

This Department spoke with the Town of Carmel Comptroller and she indicated that there are not sufficient funds in the equipment line but as this is a regulatory issue and the samplers need to be replaced the money be transferred from the contingency line that has an available balance of \$20,000. A copy of this correspondence is attached.

Therefore, this Department recommends the purchase of the two Hach units at a cost pf \$10,386.96. A copy of the quote is attached.

This Department respectfully requests that this request be placed on the next Town Board work session.

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Subject: RE: 04-30-14 CSD 2 Automatic Sampler purchase
Date: Monday, May 05, 2014 9:06:46 AM

Are these automatic samplers used in the microfiltration plant? I'm assuming this is considered an equipment purchase. There are not sufficient funds in the equipment line but if this is a regulatory issue and the samplers need to be replaced I could transfer from the contingency line that has an available balance of \$20,000.....

From: Franzetti, Richard
Sent: Wednesday, April 30, 2014 3:22 PM
To: Maxwell, Mary Ann
Subject: 04-30-14 CSD 2 Automatic Sampler purchase

Mary Ann,

Can you please advise if there are sufficient funds on Carmel Sewer District 2 to purchase automatic samplers.

The cost for two units is ~\$14,000.00.

This is a regulatory issues as the existing units are not functioning and need to be replaced.

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

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Quotation

Hach Company
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 05/06/14

Quote Expiration: 07/05/14

Quote Number: 100013407v2
Use quote number at time of order to ensure
that you receive prices quoted

BILL TO
TOWN OF CARMEL
Town Hall
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO
11 Old Route 6
Carmel, NY 10512

Name: Vinnie Maggio
Phone: 845-225-8456
Email: vmaggio@stes.com

Customer Account Number: 011647

Sales Contact: Albeiro Zamora Email: azamora@hach.com Phone: 800-227-4224

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	900SDAWRS1HTR	(3540SDRH) SD900 controller on ROTOMOLD AWRS base with controller compartment heater (115v) includes: (6494) 20L poly bottle, (8847) full bottle shut off, (8838) tube support, (920) 25' ft tubing, (926) strainer Manual DOC026.XX.00799	2	5,031.70	10,063.40
2	8756800	*Multi purpose half cable 7 pin, 25 ft	2	80.89	161.78
Grand Total					\$ 10,225.18

NOTES

PER NY STATE CONTRACT PC65121

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Standard lead time is 30 days

Sales Contact:

Name: Albeiro Zamora
Title: Regional Sales Manager
Phone: 800-227-4224
Email: azamora@hach.com

Prepared By:

Name: Jennifer Sorensen
Title: Field Sales Support Specialist
Phone: 970-669-3050 EXT6270
Email: jsorensen@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs.
3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.
4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or

any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.
8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.
9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.
10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. **SOFTWARE:** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist

of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION: "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Hach considers proprietary or Proprietary, including but not limited to Hach's service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Hach's prior written consent. All such Proprietary Information remains property of Hach. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Hach, except for the limited use licenses implied by law.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion,

kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>

ADVANTAGES OF SIMPLIFIED FREIGHT

<u>Safe & Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships simplified freight orders as the product is available at no additional cost 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3}

Total Price of Merchandise Ordered	Pricing Effective 7/9/2013					Collect ⁴ Handling Fee Effective 7/9/2013
	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$12.95	\$30.95	\$58.95	\$44.95	\$89.95	\$5.44
\$50.00 - \$199.99	\$17.07	\$53.45	\$101.60	\$71.64	\$143.33	\$5.44
\$200.00 - \$449.99	\$30.47	\$78.43	\$163.45	\$100.23	\$195.06	\$6.53
\$450.00 - \$749.99	\$41.37	\$108.95	\$217.95	\$136.20	\$263.73	\$6.53
\$750.00 - \$999.99	\$52.27	\$114.40	\$241.93	\$141.65	\$267.00	\$8.71
\$1,000.00 - \$2,249.99	\$65.35	\$130.75	\$255.01	\$154.73	\$307.33	\$8.71
\$2,250.00 - \$4,999.99	\$76.25	\$174.35	\$294.25	\$181.98	\$336.76	\$10.89
\$5,000.00 - \$9,999.99	\$108.95	\$201.60	\$338.94	\$213.59	\$365.10	\$16.35
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$27.49

- Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

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

#7

MEMORANDUM

To: Carmel Town Board
CC: Mary Ann Maxwell, Comptroller
From: Richard J. Franzetti P.E. Town Engineer *RJF*
Date: May 7, 2014
Re: Lake Casse Club House Floor Refinishing

☒ Work Session 5/14/14
☐ Agenda _____

The Lake Casse Park District solicited proposals from three floor refinishing contractors for the repair and painting of section of the Lake Casse Clubhouse. The following Bids were received:

Contractor	Total price
Country Wood Flooring	\$5,450.00
JustWood Floors	\$5,470.00
Custom Floor Installations	\$7,950.00

This Department checked references provided by the lowest priced contractor Country Wood Flooring. The reference intake forms are attached, in addition, the Lake Casse Park District has indicated that Country Wood Flooring is their preferred contractor to perform this work. Country Wood Flooring is a registered home improvement contractor in Putnam County.

We therefore recommend that the project be awarded to Country Wood Flooring at the price of \$5,450.00.

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

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

COUNTRY WOOD FLOORING CO.
13 Lansing Street
Carmel, NY 10512
(845) 277-8415

DATE: March 4, 2014

"PROPOSAL"

Submitted to: Lake Cassey Beach Clup
193 Shear Hill Road
Mahopac
Att: Billy Siclari

Telephone #: 845-674-0552

Job Site: Same as above

Specifications and estimates for:

Finish: Sand to smooth bare wood approx. 3,000sqft of club house. Apply 3 coats of natural Semi-Gloss polyurethane.

Total Labor and Materials:	\$5,450.00 plus tax
----------------------------	---------------------

Options: If an additional coat is requested, total cost is \$1,500.00 plus tax.
Any repairs will determined prior to start up of project and will be charged accordingly.

REFERENCES

1. Stacey Dilullo 845-628-9569 cell: 914-548-8382
2. MaryJo Clark 914-277-3023
3. Joseph Cerasuolo 914-447-3996

**REGISTERED
HOME IMPROVEMENT CONTRACTOR
PUTNAM COUNTY NEW YORK**

Country Wood Flooring Co.

Maintaining a place of business at 13 Lansing Street Carmel, NY 10512
is hereby duly registered according to the provisions of Putnam County Code - Chapter 135 - to engage in
business as a Home Improvement Contractor within the following specialties:

Floor Covering/Refinishing

within the County of Putnam, State of New York.
This registration is non-transferable.

Putnam County Registered Home Improvement Contractor Number **PC1263**

I hereby certify that the foregoing is a true copy.

PUTNAM COUNTY DEPARTMENT OF CONSUMER AFFAIRS

110 Old Route 6, Carmel, NY 10512

Date

Wednesday, November 27, 2013

Attested

Jean M. Noel
Jean M. Noel
Director

This Registration Expires On 11/30/2015

INTERVIEW INTAKE FORM- EASEMENT MAINTENANCE- LAKE CASSE CLUBHOUSE

TOWN OF CARMEL

SUBJECT: Country Wood Flooring
NAME OF PERSON INTERVIEWED: Joseph Cerasuolo
NAME OF MUNICIPALITY/BUSINESS JGC Construction
DATE INTERVIEW CONDUCTED: 05-06-14
PERSON CONDUCTING INVTERVIEW: Donna Esteves

Performance:

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

Donna Esteves
05-06-14

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Vara, Rob](#)
Subject: RE: 04-24-14 Lake Casse Services Budget
Date: Friday, April 25, 2014 9:40:49 AM

Yes there are sufficient funds in the 2014 Lake Casse Budget to have the below services performed.

Thank you.....Mary Ann

From: Franzetti, Richard
Sent: Thursday, April 24, 2014 3:43 PM
To: Maxwell, Mary Ann
Cc: Vara, Rob
Subject: 04-24-14 Lake Casse Services Budget

Mary Ann,

John Aquino, of the Lake Casse Park District, dropped off some estimates for work at the Lake Casse clubhouse. They would like to have the following services performed:

- ✱ Refinish the floors – Cost \$5,450.00
- ✱ Repair and Paint - Cost \$4,650.00

If possible I would like to present this to the Town Board at the May 14, 2014 meeting. Can you please confirm if there is sufficient budget to have these services performed.

Thanks

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

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Richard J. Franzetti, P.E.
Town Engineer



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(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 *RJF*
Date: May 8, 2014
Cc: Jim Gilchrist, Recreation Director
Re: Camarda Park Restroom Facilities Utilities

☒ Work Session 5/14/14
☐ Agenda _____

The Town Board authorized Jim Gilchrist in April of 2013 to advertise for bids for the construction of a Bathroom/Concession Stand for Camarda Park. Mr. Gilchrist subsequently sought the assistance of the Engineering Department to develop and let the project for public bid.

In the economic interest of moving this project forward the Engineering Department requested a proposal from Insite Engineering to renew the PCDOH sub-surface treatment system (SSTS) construction Permit and develop plans, notes and specifications suitable for bidding the SSTS and utility features for the Bathroom/Concession Stand. The Town Board authorized the acceptance of this a proposal in February 2014.

The drawings and specifications have been provided to the Engineering Department. It is anticipated that the pricing for this project will exceed the GML threshold of \$35,000.00. As this is the case, the Town Board would have to authorize formal, public bidding in conformance with GML.

Mr. Gilchrist has indicated that sufficient funds exist in the Town's Parkland Trust Fund to cover the construction of the SSTS and utilities to support Bathroom/Concession Stand Building and necessary utility extensions to service the building.

Mary Ann Maxwell provided the attached indicating there are sufficient funds in the Parkland Trust to perform this service.

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

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Gilchrist, Jim](#); [John Folchetti](#)
Subject: RE: 05-07-14 Camarda Park Parkland Budget
Date: Thursday, May 08, 2014 11:50:07 AM
Attachments: [994 Parklands 12312013.xls](#)

Rich,

As of year-end 12/31/13 the unreserved fund balance in the Parkland Trust was **\$337,870** (see attached). In 2014 the Town Board approved the following to be funded by funds in the Parkland Trust:

- Engineering Design for Camarda Park Restrooms - \$4,800
- Sycamore Park Floating Docks - \$71,394

Therefore, the unreserved fund balance in the Parkland Trust is currently **\$261,676**. So yes there **are** sufficient funds to bid out the utility work for Camarda Park Restroom facility. There is **not** sufficient funds available in the Parkland Trust to fund phase two.

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

From: Franzetti, Richard
Sent: Wednesday, May 07, 2014 4:09 PM
To: Maxwell, Mary Ann
Cc: Gilchrist, Jim; John Folchetti
Subject: 05-07-14 Camarda Park Parkland Budget

Mary Anne,

Can you please confirm if there are sufficient funds in the parkland funds for the Engineering Department to let out to bid the Camarda Park Utilities work. The estimate is ~\$100,000.

Please note this is the first of two phases for this project. The second phase will be to let out to bid the actual restroom facility. That work is estimated to be ~ \$300,000.00. Please note that this \$300,000 might be supplemented by ~\$150,000 grant.

Thanks

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
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rjf@ci.carmel.ny.us

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Richard J. Franzetti, P.E.
Town Engineer



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

#9

MEMORANDUM

To: Carmel Town Board

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

Date: May 8, 2014

Re: Landfill Maintenance Proposals R2014-0004

☒ Work Session 5/14/14

☐ Agenda _____

Proposals were solicited to perform maintenance at the Town of Carmel Landfill. The proposal identified that the contract would be effective for three (3) years (2014-2016), with the Town of Carmel having the unilateral option to renew the contract for up to three more years or any portion thereof (2017-2019). The Request for Proposals included a provision that attendance at a Mandatory Pre-Proposal Meeting was required.

Proposals were received from the following:

1. Gertsen Landscaping

\$5,500.00 for 2014
\$5,500.00 for 2015
\$5,500.00 for 2016
\$5,500.00 for 2017
\$5,500.00 for 2018
\$5,500.00 for 2019

<u>Total costs for 3 years</u>	<u>\$16,500.00</u>
<u>Total costs for 6 years</u>	<u>\$33,000.00</u>

2. Quality Welding and Excavating

\$16,000.00 for 2014
\$16,100.00 for 2015
\$16,200.00 for 2016
\$16,500.00 for 2017
\$16,600.00 for 2018

RE: RFP's for Landfill Maintenance

\$16,800.00 for 2019

<u>Total costs for 3 years</u>	<u>\$48,300.00</u>
<u>Total costs for 6 years</u>	<u>\$98,200.00</u>

3. Coviello's Landscaping

\$20,000.00 for 2014
\$15,000.00 for 2015
\$15,000.00 for 2016
\$15,000.00 for 2017
\$15,000.00 for 2018
\$15,000.00 for 2019

<u>Total costs for 3 years</u>	<u>\$50,000.00</u>
<u>Total costs for 6 years</u>	<u>\$95,000.00</u>

The Engineering Department reviewed the proposals with the following findings:

- The first lowest proposer should be disqualified as they did not attend the **mandatory** pre-proposal location tour.
- The second proposer should be disqualified as they did not attend the **mandatory** pre-proposal location tour.
- The third lowest proposer, Coviello's Landscaping, did attend the mandatory location tour.

A proposal summary form is provided in the attached.

It should be noted that the Town Board recently awarded Coviello's landscaping the Carmel Sewer District # 2 Easement Maintenance contract. The work performed by Coviello's landscaping was performed to the satisfaction of the Engineering Department. Therefore, based upon the above, the Engineering Department recommends that this contract be awarded to Coviello's Landscaping, as the lowest conforming submittal, for three (3) years at the above stated prices

Mary Ann Maxwell provided the attached indicating that the 2014 budget is \$15,000 for the cutting and the difference in cost can be transferred from the contingency line.

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

BID OPENING RESULTS

RFP/Contract Title: Lead Full Maintenance

RFP # 2014-004

Contract # _____

Opened by: _____

Recorded by: _____

[illegible]

PROPOSAL SUBMISSION SHEET
R2014-0004
LANDFILL MAINTENANCE CONTRACT

a. Amount Bid for 2014 cutting \$ 20,000

Twenty thousand dollars
(Amount Bid in Words)

b. Amount Bid for 2015 cutting \$ 15,000

Fifteen thousand dollars
(Amount Bid in Words)

c. Amount Bid for 2016 cutting \$ 15,000

Fifteen thousand dollars
(Amount Bid in Words)

d. Amount Bid for 2017 cutting \$ 15,000

Fifteen thousand dollars
(Amount Bid in Words)

e. Amount Bid for 2018 cutting \$ 15,000

Fifteen thousand dollars
(Amount Bid in Words)

f. Amount Bid for 2019 cutting

\$ 15,000

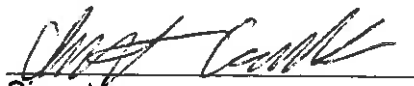
Fifteen Thousand dollars

Submitted By: Christopher Coviello, Coviello's Landscaping

Title: Owner

Applicants Legal Address:

65 Everett R.D Carmel NY 10512


Signature

5/6/14
Date

PROPOSAL SUBMISSION SHEET
R2014-0004
LANDFILL MAINTENANCE CONTRACT

a. Amount Bid for 2014 cutting \$ 16,000.

Sixteen thousand dollars
(Amount Bid in Words)

b. Amount Bid for 2015 cutting \$ 16,100.

Sixteen thousand one hundred dollars
(Amount Bid in Words)

c. Amount Bid for 2016 cutting \$ 16,200.

Sixteen thousand two hundred dollars
(Amount Bid in Words)

d. Amount Bid for 2017 cutting \$ 16,500.

Sixteen thousand five hundred
(Amount Bid in Words)

e. Amount Bid for 2018 cutting \$ 16,600.

Sixteen thousand six hundred
(Amount Bid in Words)

f. Amount Bid for 2019 cutting

\$ 16,800. -

Sixteen thousand eight hundred

Submitted By:

Quality Welding Fab Inc

Title:

John Schneider
CEO

Applicants Legal Address:

14 PIERCE Arrow Road

Hope Well NY 12533


Signature

5-3-14
Date

PROPOSAL SUBMISSION SHEET
R2014-0004
LANDFILL MAINTENANCE CONTRACT

a. Amount Bid for 2014 cutting \$ 5,500

five-thousand-five hundred
(Amount Bid in Words)

b. Amount Bid for 2015 cutting \$ 5,500

five thousand-five hundred
(Amount Bid in Words)

c. Amount Bid for 2016 cutting \$ 5,500

five thousand-five hundred
(Amount Bid in Words)

d. Amount Bid for 2017 cutting \$ 5,500

five thousand-five hundred
(Amount Bid in Words)

e. Amount Bid for 2018 cutting \$ 5,500

five thousand-five hundred
(Amount Bid in Words)

f. Amount Bid for 2019 cutting \$ 5,500

five thousand- five hundred

Submitted By: Ryan Gertsen / Gertsen Landscaping

Title: President / CEO

Applicants Legal Address:

18 Lakewood Road
Carmel NY 10512


Signature

04/14/14
Date

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#)
Cc: [Vara, Rob](#); ["John Folchetti"](#); [Schmitt, Kenneth](#)
Subject: RE: 03-24-14 - 2014 Landfill Budget questions
Date: Monday, March 24, 2014 1:11:28 PM

Supervisor Schmitt asked me about this last week. There is \$22,500 budgeted in this line. It looks like we are approximately \$6,000 short. If I recall correctly we budgeted \$15,000 for the cutting and \$8,500 for the monitoring. For now we can transfer the \$6,000 from the contingent line.

Mary Ann

From: Franzetti, Richard
Sent: Monday, March 24, 2014 9:25 AM
To: Maxwell, Mary Ann
Cc: Vara, Rob; 'John Folchetti'
Subject: 03-24-14 - 2014 Landfill Budget questions

Max

Can you please help me determine if there are sufficient funds to support two (2) Regulatory Mandated projects at the Landfill? The projects are:

1. Monitoring – Cost for 2014 \$8,200. This service is a continuation of the contract with Zion Environmental. The cost is based on a February 2014 proposal.
2. Landfill Maintenance – Cost for 2014 is \$20,000. This cost is based on the response by lowest responsible proposer for the Engineering Department request for proposal - R2104-0004. Per the RFP this work will need to be performed between May 15 and June 15 with payment due upon completion of the cutting event. The RFP indicated that the contract will be effective for 3 years. Cost per year is \$20,000.

Please let me know

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

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Richard J. Franzetti, P.E.
Town Engineer



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

#10

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

☒ Work Session 5/14/14

☐ Agenda _____

MEMORANDUM

To: Water and Sewer District Files
CC: Town of Carmel Town and Planning Boards
From: Richard J. Franzetti P.E. Town Engineer
Re: Town of Carmel Engineering Department Standard Operating Procedure No. 8
"Out of District" Water and Sewer Connection Procedures
Date: March 24, 2014

Provided below is an outline of the Town of Carmel's (TOC) procedure for processing an Out of District (OOD) request. This Standard Operating Procedure (SOP) involves the following TOC Boards and Departments:

- Engineering
- Comptroller
- Town Board

1. Engineering Department performs a study to determine feasibility of making the connection

The TOC Engineering Department performs a technical assessment to evaluate the practicality of permitting the connection. In large part, the Department must evaluate such technical concerns as:

- distance to the utility mains, and probable route of water/sewer main extension required;
- topography, grades and slopes;
- hydraulic considerations concerning the District's facilities, and of the facility to be connected;
- various potential interferences or conflicts;
- outside agency permitting required; and
- the ability of the district's facilities to accommodate the expected increased water/sewer demands imposed by the applicant seeking connection.
- Engineering must look at the future demand for approved parcels in the district which are currently not connected.

Highway work permits from the either the TOC Highway Department, the Putnam County Department of Highways and Facilities or the New York State Department of Transportation (NYSDOT) and Environmental permits from the New York State Department of Environmental Conservation (NYSDEC), the New York City Department of Environmental Protection (NYCDEP), Army Corps of Engineers (ACOE), Town of Carmel Environmental Conservation Board (ECB) may be required depending on route to the tie in location. Procurement of these Permits is the responsibility of the OOD Applicant requesting the connection.

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

Standard Operating Procedure No. 8 - "Out of District" Water/Sewer Connection Procedures

The Engineering Department will also assess if the proposed OOD water/sewer line will be dedicated to the TOC.

In addition, Putnam County Health Department Approval is required if the main is being dedicated to the TOC.

2. Determine whether "Back Capital" Charges will be due

Capital District Taxes have been assessed to other District customers from the time the District was originally formed have never been assessed to this proposed property. This step involves computation of the back capital charges for the OOD Applicant property by the Town Comptroller's Office, which the OOD Applicant's property would be responsible to pay as a condition of the Town's approval of this OOD request.

3. Presentation to the TOC Town Board

The Engineering Department will develop a memorandum for presentation to the Town Board summarizing the finding in items 1 and 2 above for action by the Town Board.

4. Town of Carmel Permit Fees and Applications

Should the Town wish to permit this OOD connection, the OOD Applicant will have to formally file an application for connection to the Water system. The applicable fees assessed for water connections are as follows:

Water - \$1,000.00 for "out of district" application fee plus a \$275.00 water meter fee. The meter would have to be supplied by the OOD Applicant, subject to the Engineering Department's approval of the meter manufacturer, type and size.

Sewer - \$1,000.00 for "out of district" application fee.

5. Out of District Agreement

The OOD Applicant will be required to execute an "Out of District User Agreement" with the Town of Carmel. This document is prepared by the Town Attorney. For an OOD Water connection language must be included stating the owner must pay a water rate at 50% greater than the in-district rate (§151-23(c))

6. Costs for work and Approvals of contractors

The OOD Applicant would be a responsible for all costs associated with the installation of water/sewer mains required to make the connection. All of this work, including roadway and surface restoration costs, must be performed in accordance with specifications of the TOC Engineering and Highway Departments, Putnam County and the NYSDOT. Any contractors who will be installing these facilities must be approved by the TOC and will have to pay the applicable TOC inspection fees.

7. Water Usage fees

The OOD Applicant is required to pay for water at a rate of 50% times the in-district rate (*Town Code Section 151-23 (C)*). While the Town Board annually reviews all water district usage rates and could modify the rates for 2014.

8. Increased O & M Costs

The TOC of Engineering Department will also assess if the OOD requests could cause any increased effort on the part of our current Water/Sewer System Contract Operators in the overall operation of the District.

Pasquerello, Anne

#12

From: Mike Simone <msimone@bestweb.net>
Sent: Thursday, May 08, 2014 9:10 AM
To: Pasquerello, Anne
Cc: msimone@bestweb.net
Subject: TB Worksession - Request to attend 2014 Highway School

☒ Work Session 5/14/14

☐ Agenda _____

I would like to attend the 2014 NYS Highway School at Cornell University in Ithaca, June 1 – 4, 2014.

The estimated cost will be \$550.00 for the 3-night hotel stay and minimal expenses.

Thank you...

Michael Simone

**Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541**

**845.628.7474
FAX 845.628.1471**

Pasquerello, Anne

#13

From: John Pilner <John.Pilner@putnamcountyny.gov>
Sent: Tuesday, May 06, 2014 2:58 PM
To: Pasquerello, Anne
Cc: John Tully; Fred Pena
Subject: FW: Scanned from MFP-07155350 05/06/2014 14:16
Attachments: DOC050614.pdf

☒ Work Session 5/14/14
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Anne;

I have forwarded to you a copy of a support letter we had in our previous TEP grant application from April 2008. I am asking for another support letter for essentially the same project, just 6 years later. I have marked up the old letter to make it correct for today. Back in 2008 we were awarded the TEP grant for \$2 million to construct a sidewalk along Route 52 from ShopRite Plaza north ward to Lake Carmel. The project was too ambitious in its scope, and could not be accomplished with \$2 million, and could not be re-scoped according to the TEP regulations. We are now applying again for this project, but with a much reduced scope. The sidewalk would extend from ShopRite Plaza (where the current sidewalk ends) northward to the Putnam County Savings Bank and the former Kent Library. Our application deadline is 6/11/14, and I hope the Town can support this project application again. If you have additional questions, please contact me at 845-878-3480 ext. 48108, or at this e-mail. Thank you.----John Pilner

-----Original Message-----

From: scantomail [<mailto:scantomail@putnamcounty.gov>]
Sent: Tuesday, May 06, 2014 5:16 PM
To: John Pilner
Subject: Scanned from MFP-07155350 05/06/2014 14:16

Scanned from MFP-07155350.
Date: 05/06/2014 14:16
Pages:1
Resolution:200x200 DPI

KENNETH SCHMITT
Supervisor

TOWN OF CARMEL
TOWN HALL

ANN GARRIS
Town Clerk

ROBERT J. RAVALLIO
Councilman - Deputy
Supervisor
CARMINE DI BATTISTA
Councilman
ANTHONY DI CARLO
Councilman
RICHARD O'KEEFE
Councilman

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

KATHLEEN KRAUS
Receiver of Taxes

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

April 18, 2008

Mr. John Pilner
Putnam County Department of Planning
841 Fair Street
Carmel, NY 10512

RE: Sidewalk Project TAP Grant for sidewalk construction

Dear John:

At our most recent Town Board Meeting, the Town Board approved the attached certified resolution supporting the submission of a TEP Federal Grant Application by the Putnam County Department of Planning Development and Public Transportation for funding of a sidewalk project located in the hamlet of Carmel. This sidewalk project will include Route 52 on the northbound side of the shoulder from the Shoprite Plaza on Route 52 to Barrett Hill Road in ~~the~~

Carmel, NY the Town of Kent

Putnam County Savings Bank and the former library,

On behalf of the Town Board, please be assured of our continued support for such a significant and vital project.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Kenneth Schmitt
Supervisor, Town of Carmel

Cc: Town Clerk
Town Counsel
Town Engineer

RESOLUTION OF SUPPORT FOR THE
PUTNAM COUNTY CARMEL SIDEWALK PROJECT

RESOLVED that the Town Board of the Town of Carmel hereby expresses its support of the submission of a TEP Federal Grant Application by the Putnam County Department of Planning, Development and Public Transportation for funding of a sidewalk construction project in the Hamlet of Carmel along Route 52 on the northbound side of the shoulder from the Shoprite Plaza on Route 52 to Barrett Hill Road in Lake Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Richard O'Keefe	_____	_____
Carmine DiBattista	_____	_____
Anthony DiCarlo	_____	_____
Robert Ravallo	_____	_____
Kenneth Schmitt	_____	_____

Pasquerello, Anne

#14

From: Mallon, Kathleen (DFA) <Kathleen.Mallon@dfa.state.ny.us>
Sent: Thursday, April 24, 2014 10:00 AM
To: Pasquerello, Anne
Subject: RE: Renewal of Worksite Sponsor Agreement

☒ Work Session 5/14/14

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Ms. Pasquerello:

I haven't had our Legal Department draw up the 2014-2016 agreement as we are awaiting your decision on the renewal. I do have a copy of the current agreement that I can e mail to you. The only thing that we will change on the agreement is the dates, the new dates will be July 1, 2014 through June 30, 2016. Please let me know how you would like to proceed. Thank you.

Kathy Mallon

From: Pasquerello, Anne [<mailto:amp2@ci.carmel.ny.us>]
Sent: Thursday, April 24, 2014 9:50 AM
To: Mallon, Kathleen (DFA)
Cc: Hassett, John (DFA)
Subject: RE: Renewal of Worksite Sponsor Agreement

Good morning Ms. Mallon,

Thank you for your email regarding the Worksite Sponsor Agreement. I will place this request on the next Town Board Work Session Scheduled for Wednesday, May 14th. Is it possible to send me an e-copy of the new agreement for the Board's review?

Thank you in advance for your help.

Regards,

Anne

Anne Pasquerello

Confidential Assistant to Town Supervisor
Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541
Office: 845-628-1500 ext. 137
Fax: 845-628-6836

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From: Mallon, Kathleen (DFA) [<mailto:Kathleen.Mallon@dfa.state.ny.us>]
Sent: Wednesday, April 23, 2014 3:18 PM
To: Pasquerello, Anne
Cc: Hassett, John (DFA)
Subject: Renewal of Worksite Sponsor Agreement

Ms. Pasquerello:

The above mentioned worksite agreement between the Putnam County Department of Social Services and the Town of Carmel is set to expire on 6/30/14. Would the Town of Carmel be interested in renewing this agreement for another two years? If so, I will start the paperwork with our Legal Department so that we may renew the agreement. If you require any further information from me for processing on your end please let me know. Thank you for your time and consideration.

Sincerely,

Kathy Mallon

WIA/Employment Assistant Coordinator

Phone: (845) 808-1651 x 46607

Fax: (845) 228-4251

Pasquerello, Anne

From: Harmon, Joseph
Sent: Thursday, April 24, 2014 8:54 AM
To: Pasquerello, Anne
Cc: Schmitt, Kenneth
Subject: putnam co workforce worker

☒ Work Session 5/14/14

☐ Agenda _____

As per our discussion, I am recommending that we continue our relationship with Putnam Co. workforce program. Corey Biddle is an asset to the town of Carmel, and since this arrangement benefits both parties I see no reason not to continue. Joe Harmon-maintenance supervisor

2012181

Agreement with Worksite Sponsor- Town of Carmel

THIS AGREEMENT made the 6 day of August 2012, by and between the Department of Social Services in the COUNTY OF PUTNAM, with offices located at 110 Old Route 6, Carmel, New York (hereinafter "COUNTY"), and TOWN OF CARMEL, with offices at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter "SPONSOR"):

WHEREAS, the COUNTY is charged with receiving and administering federal funds to be used for work experience and work activities through federally funded programs pursuant to, among other things, the Youth Program section of the Workforce Investment Act, conducted in accordance with State Social Services Law and regulations; and

WHEREAS, such work experience/activities may include the operation of an activity of a governmental unit, a non-profit agency or an institution, pursuant to an agreement with the COUNTY in accordance with state law and regulations; and

WHEREAS, SPONSOR is a state or federal government institution, a municipality or subdivision of a municipality, a public agency, or a public or private non-profit entity, and desires to provide work experience/activities for children pursuant to the Youth Program section of the Workforce Investment Act under an agreement complying with such provision of law and regulations.

NOW, THEREFORE, it is agreed that:

1. The COUNTY shall assign participants to the SPONSOR who shall provide work experience and assign work activities to such participants in accordance with the provisions of this Agreement and applicable laws and regulations.

2. Work experience/activities by the participants assigned will take place at Town of Carmel, Town Hall, 60 McAlpin Avenue, Mahopac, New York (the "Worksite"). The work experience/activities assigned must serve a useful purpose and shall include, but not be limited to, building and grounds general clean-up, mowing, weed-whacking, planting, cleaning TOWN vehicles, as well as general office and clerical work, including answering phones, sorting mail, filing and computer data entry at the Worksite.
3. The assignment of a participant to a work experience/activity must not result in:
 - a. the displacement of any current employee or loss of job or position, including partial displacement such as the reduction of hours of non-overtime work, wages or employment benefits, or result in the impairment of existing contracts for services or collective bargaining agreements;
 - b. the assignment of a participant to a work experience/activity when an employee is on layoff from the same or any equivalent position, or the employer has terminated the employment of any regular employee or otherwise has reduced its workforce with the effect of filling the resultant functional vacancy with such participant;
 - c. any infringement of the promotional opportunities of SPONSOR's employees;
 - d. the performance by such participant of a substantial portion of the work ordinarily and actually performed by SPONSOR's regular employees;
 - e. the loss of a bargaining unit position as a result of the participant performing, in whole or in part, the work normally performed by the employee in such position.

4. Work experience/activity assignments shall not be made at any worksite at which the regular employees are on a legal strike against the employer or are being subjected to a lock out by the employer.
5. No participant shall be assigned to a work experience/activity that conflicts with his/her bona fide religious beliefs.
6. The COUNTY will advise the SPONSOR as to the number of mandatory hours for which each participant may participate in the work experience/activity each week. The COUNTY shall be responsible to compensate each participant for work experience/activity(s) performed by such participant. A participant shall be entitled to an hourly wage of up to \$10.00 per hour but in no event may a participant work more than (35) hours per week. The limitation of the number of hours of work experience/activity(s) to which a participant may be assigned does not mean that such participant is receiving a wage for the performance of such activity(s).
7. The COUNTY will advise the SPONSOR as to any limitations a participant may have with regards to the nature of the work experience/activity(s) in which they may participate; participants will be required to perform only those activities that are within their physical capabilities.
8. The SPONSOR will maintain and provide, as requested by the COUNTY, time records with respect to each participant's work experience/activity(s) and SPONSOR shall ensure that such time records include the SPONSOR's name and address, the participant's name, the participant's hours worked in work experience/activity(s) and the period covered by such particular time records. The SPONSOR will notify the COUNTY if a participant refuses/fails to perform assigned work experience/activity(s).

9. The SPONSOR warrants that it will not discriminate on the grounds of age, race, color, religion, sex, national origin, or mental or physical disability.
10. Participants shall not be required to travel an unreasonable distance from their homes (generally speaking, a round trip lasting more than two hours) or to remain away from their home overnight for the purpose of participating in work experience/activity(s).
11. The SPONSOR shall provide each participant workers' compensation coverage or equivalent protection for on-the-job injuries and tort claims protection on the same basis, albeit not necessarily at the same benefit level, as such protections are provided to SPONSOR's employees.
12. The SPONSOR shall promptly notify the COUNTY of a participant's absence (whether for illness or other) except when such absence is on a pre-planned basis approved by the COUNTY. Such notification shall include prompt telephone notice to the COUNTY followed by written confirmation, if requested. Additionally, the SPONSOR shall report to the COUNTY any injury or illness of any participant.
13. The SPONSOR shall provide adequate supervision to the participant. The SPONSOR will review the performance and attitude of all participants with a COUNTY representative at regular and mutually convenient intervals.
14. The SPONSOR will establish and maintain appropriate standards of health, safety and other work conditions to ensure that participants are adequately protected against hazards or activities that may adversely affect their health and/or safety. Such standards shall meet or exceed those required by public employee safety and health standards as established by New York State Labor Law §27-a.

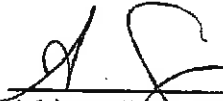
15. The COUNTY will provide transportation or will meet the cost of transportation and provide other supportive services as may be required by participants.
16. The SPONSOR shall provide any special clothing, specific tools and/or equipment that may be required for the participants to perform work experience/activity(s).
17. Participants may be required to operate a motor vehicle in the course of executing work experience/activity(s). In such case, the SPONSOR shall provide the motor vehicle and shall also provide adequate liability insurance for such motor vehicle, which insurance shall cover the participant operating such vehicle. Only properly licensed participants may be assigned such work experience/activity(s).
18. The SPONSOR may terminate the work experience/activity(s) of any participant provided the COUNTY is promptly furnished by the SPONSOR with a written evaluation of the participant's performance and the reason for such termination.
19. The SPONSOR may offer temporary or permanent employment to any participant provided the SPONSOR furnishes the COUNTY written notice of such offer of employment and the participant's acceptance or rejection thereof, including job description, wages and date of prospective employment.
20. The SPONSOR agrees to indemnify and save harmless the State of New York and the County of Putnam, their officers, employees and agents from and against all liability, loss or damage they may suffer as a result of any claims, demands, costs, judgments or damages to state or county property in the care, custody or control of the SPONSOR arising directly or indirectly out of this Agreement, including losses arising out of the negligent acts or omissions of the SPONSOR. The SPONSOR further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or

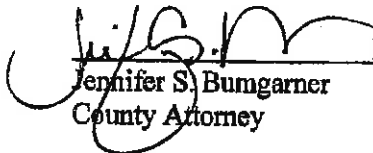
indirectly arising out of this Agreement, at its sole cost and expense, and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the SPONSOR to indemnify the State of New York and County of Putnam, their officers, agents or employees from its or their sole negligence. The SPONSOR further affirms that it will comply in the performance of the Agreement with all applicable provisions of the Labor Law, Workers' Compensation Law, State Employment Insurance Law, State General Obligations Law, Federal Social Security Law and any and all rules and regulations promulgated by the U.S. Department of Health and Human Services, the Commissioner of Labor of the State of New York, and any other applicable laws, rules and regulations.


21. This Agreement shall take effect on July 1, 2012 and terminate on June 30, 2014.
22. The COUNTY, upon ten (10) days' notice to the SPONSOR, may terminate this Agreement, in whole or in part, when the COUNTY deems it to be in its best interest.
23. The SPONSOR, upon thirty (30) days' notice to the COUNTY, may terminate this Agreement, in whole or in part, when the SPONSOR deems it to be in its best interest.
24. This Agreement shall not be modified except by further written agreement signed by both parties.

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


READ & APPROVED:



Date 7/25/12
Adrienne L. Spadaccini
Senior Deputy County Attorney
For Risk and Compliance


Date 7-27-12
Jennifer S. Bumgarner
County Attorney

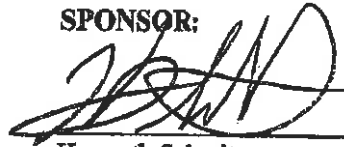

Date 8/2/12
William J. Carlin, Jr.
Commissioner of Finance

THE COUNTY OF PUTNAM:


Date
MaryEllen Odell
County Executive 8-6-12


Date 7/24/12
Michael J. Piazza, Jr., Commissioner
Putnam County Department of Social
Services

SPONSOR:


Date 07/19/12
Kenneth Schmitt
Supervisor, Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

ACKNOWLEDGMENT OF PUTNAM COUNTY:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this 6 day of August, 2012 before me personally came **MARYELLEN ODELL** to me known, who being by me duly sworn, did depose and say that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.


Notary Public

MAUREEN BERNARD
Notary Public, State of New York
No. 01BE6109598
Qualified in Putnam County
Commission Expires May 10, 2012

ACKNOWLEDGMENT OF SPONSOR:

STATE OF NEW YORK)
) ss.:
COUNTY OF Putnam)

On this 19th day of July, 2012 before me personally appeared Kenneth Schmitt personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

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

Cimadomo, Bella

From: keith cox <keith.cox@townofcimd.com>
Sent: Thursday, May 01, 2014 9:51 AM
To: Pasquerello, Anne; Cimadomo, Bella
Subject: LAKE SECOR LIFEGUARD RATES 2014
Attachments: 2014 LIFEGUARD RATES FOR TOWN BOARD.docx

#15

Good Morning Ann, here are the lifeguard rates for the next available town work board session. Thanks, Hope it warms up soon if not we will not be doing much swimming, the lake water right now is a tad bit chilly!lol

☒ Work Session 5/14/14

☐ Agenda _____

NAME	POSTION	HOURLY RATE
CAITLIN PERROTTA	HEAD LIFEGUARD	\$16.75
CLARICE LAURA CHASTANG	LIFEGUARD	\$12.50
KAITLIN NOLAN	LIFEGUARD	\$12.50
BRENDAN VREELAND	JUNIOR LIFEGUARD	\$10
ALLISON JACKSON	JUNIOR LIFEGUARD	\$10
ALEX FABA	LIFEGUARD	\$9
KELLY MAXWELL	JUNIOR LIFEGUARD	\$9

LAKE SECOR 2014 LIFEGUARD RATES

Gilchrist, Jim

From: keith cox [REDACTED] >
Sent: Monday, May 12, 2014 9:16 AM
To: Gilchrist, Jim; Pasquerello, Anne; Cimadomo, Bella
Subject: LAKE SECOR Lifeguards
Attachments: DOCCp.PDF

Good Morning Jim and Ann, Cattie Perrotta did her waterfront module over the weekend so Jim attached is her certification that shows waterfront so she should be good to go for this Wednesday town board work session.

Also to confirm to make the process smoother for all us especially me, next year I will only submit lifeguards who have all the waterfront credentials in the first request in early May and then I will request a second group to be added to the resolution at a later date. This way the kids who are at college can get me everything and then I will submit them later in the month. They normally do not get home from college until late May early June. Thanks for your help



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: May 9, 2014

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Lake Secor Park District Waterfront Staff

I have reviewed the certifications for the following 2014 lifeguard staff hired by the Lake Secor Park District:

<u>Staff</u>	<u>Position</u>	<u>Notes</u>
Caitlin Perrotta	Head Lifeguard	Has Lifeguarding Certification; [REDACTED]
Clarice Chastang	Lifeguard	Lifeguarding Certifications are current; needs CPR Review
Alex Faba	Lifeguard	No Certifications on File
Allison Jackson	Junior Lifeguard	Has Lifeguarding Certification; needs Waterfront Module
Kelly Maxwell	Junior Lifeguard	Lifeguarding Certifications are current
Kaitlin Nolan	Lifeguard	Lifeguarding Certifications are current, needs CPR Review
Brendan Vreeland	Junior Lifeguard	Lifeguarding Certifications are current; needs CPR Review

2014 Lake Secor Certs

"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: May 12, 2014

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Lake Secor Park District Waterfront Staff

REFERENCE: 1) My memo dated May 9, 2014
2) E-mail from Keith Cox dated May 12, 2014

As noted in the referenced e-mail, this past weekend Caitlin Perrotta obtained her Water Front Lifeguarding certification (copy attached). With this addition, all of her certifications are now current.

Please contact me with any questions.

/sms
Attachments

"Town Unity through Recreation"



**American
Red Cross**

Certificate of Completion

Kelly Maxwell

has successfully completed requirements for

**Bloodborne Pathogens
Training** - valid 1 Year

**Administering
Emergency Oxygen** - valid 2 Years

**Lifeguarding/First
Aid/CPR/AED** - valid 2 Years

**Waterfront Skills: Valid
only with** - valid 2 Years
**Lifeguarding/First
Aid/CPR/AED**

conducted by
American Red Cross

Date Completed: **12/29/2013**

Instructors: **Helen F. Peters**



Certificate ID: **SP00003**

To verify, scan code or visit
redcross.org/online



**American
Red Cross**

Caitlin Perrotta

has successfully completed requirements for
Lifeguarding/First Aid/CPR/AED: 2 Years

Date Completed: 03/02/2014
conducted by: American Red Cross
Instructor: Katherine A. Palladino
Jennifer Katherine Palladino



ID: CUXGVQ
Scan code or visit:
redcross.org/confirm



**American
Red Cross**

Caitlin Perrotta

has successfully completed requirements for

Water Front Lifeguarding

Date Completed 05/11/2014

conducted by American Red Cross

Instructor: Katherine A. Palladino

Jennifer Katherine Palladino



0100X000
Scan code or visit
redcross.org/confirm



Gmail - Clarice CPR/Lifeguarding Cards
SU - Excercise Science
 Date completed: **04/15/2013**
 The American Red Cross recognizes
 this certificate is valid from
 completion date for: **2 Years**



This recognizes that
Clarice Chastang
 has completed the requirements for
Waterfront Skills: Valid only with
Lifeguarding/First Aid/CPR/AED
 conducted by
SU - Excercise Science
 Date completed: **04/15/2013**
 The American Red Cross recognizes
 this certificate is valid from
 completion date for: **2 Years**

redcross.org

Instructor's Signature

Mary K. Kerei
 Chapter

Holder's Signature

Clarice Chastang

570211

Stack No. 656798

redcross.org



**American
Red Cross**

Certificate of Completion

Allison Jackson

has successfully completed requirements for

**Lifeguarding/First
Aid/CPR/AED - valid 2 Years**

conducted by
American Red Cross

Date Completed: **12/29/2013**

Instructors: **Genoeffa S Palumbo**



Certificate ID: GPQR01

To verify, scan code or visit:
redcross.org/confirm

CERTIFICATE *of* COMPLETION

This is to certify that:

Kaitlin Ann Nolan

Course Title –Waterfront Lifeguarding

and has successfully completed the following elements

CPR-AED for Lifeguards; valid 2 Years, Lifeguarding/First aid; valid 2 Years

Conducted by Yonkers Family YMCA

Instructor: Shantell Jackson

On

5/23/2013

The American Red Cross is an authorized provider of IACET this course may be eligible for CEUs.

Contact your local chapter for details.





**American
Red Cross**

CERTIFICATE of COMPLETION

This is to certify that:

Brendan Vreeland

has attended

Course Title - Lifeguarding and Waterfront Skills

and has successfully completed the following elements

Lifeguarding/First Aid/CPR/AED : valid 2 Years

Waterfront Skills: Valid only with Lifeguarding/First Aid/CPR/AED : valid 2 Years

Conducted by Green Chimneys School

Instructor: Duncan Lester

on

04/21/2013



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>


☒ Work Session 5/14/14

☐ Agenda _____

#16

DATE: May 9, 2014

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Lake Casse Park District Waterfront Staff

I have reviewed the certifications for the following 2014 lifeguard staff hired by the Lake Casse Park District:

<u>Staff</u>	<u>Notes</u>
Michael Simone	Waterfront Lifeguarding Certifications are current
Nick Simone	Waterfront Lifeguarding Certifications are current
Ryan Simone	Waterfront Lifeguarding Certifications are current
Sean Reily	No Certifications on File

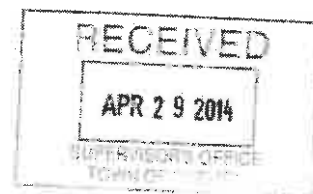
Lake Casse Park District
Season

Lifeguard Department Payment

NAME	ADDRESS	PHONE #	PART OR FULL TIME	Per hour	Notes
Ryan Simone	[REDACTED] Mahopac, NY 10541	Home [REDACTED] Cell [REDACTED]	full	\$14	* cert by June 3rd. Email sent.
Michael Simone	[REDACTED] Mahopac, NY 10541	Home [REDACTED] Cell [REDACTED]	full	\$14	
* Sean Reilly	[REDACTED] Mahopac, NY 10541	Home [REDACTED] Cell [REDACTED]	full	\$14	
* Nick Simone	[REDACTED] Mahopac, NY 10541	Home [REDACTED] Cell [REDACTED]	full	\$13	

FIRST YEAR PAYMENT STARTS AT \$12/HOUR WITH INCREASES OF \$1.00/HOUR EACH YEAR OF EMPLOYMENT

BOB KRONTILIK LAKE CASSE PARK DISTRICT MANAGER
845 628-8115



CERTIFICATE of COMPLETION

This is to certify that:

Mike Simone

has attended

Course Title - Waterfront Lifeguarding Review (r.06)
and has successfully completed the following elements

CPR-AED for Lifeguards : valid 2 Years

Waterfront Lifeguarding/First Aid : valid 3 Years

Conducted by Carmel Recreation/Sycamore Park

Instructor: Janeen Cunningham

on

06/03/2012

The American Red Cross is an authorized provider of LACET this course may be eligible for CEUs.

Contact your local chapter for details.



**American
Red Cross**



HEALTHCARE PROVIDER

**Healthcare
Provider**



**American
Heart
Association**

Michael Simone

*This card certifies that the above individual has successfully
completed the cognitive and skills evaluations in accordance with
the curriculum of the American Heart Association BLS for Healthcare
Providers (CPR and AED) Program*

Issue Date

4/18/2014

Recommended Renewal Date



**American
Red Cross**

CERTIFICATE of COMPLETION

This is to certify that:

Nick Simone

has attended

Course Title - Lifeguarding and Waterfront Skills Review

and has successfully completed the following elements

Lifeguarding/First Aid/CPR/AED : valid 2 Years

Waterfront Skills: Valid only with Lifeguarding/First Aid/CPR/AED : valid 2 Years

Conducted by Carmel Recreation/Sycamore Park

Instructor: Janeen Cunningham

on

06/05/2013

**American
Red Cross**



This recognizes that
Nick Simone
has completed the requirements for
Lifeguarding/First Aid/CPR/AED
conducted by

American Pool Enterprises Inc.
Date completed: **05/23/2013**

The American Red Cross recognizes
this certificate is valid from
completion date for: **2 Years**

Healthcare Provider



Nick Simone

completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers. 5/2/2014

5/2/2014

5/2/2016

Issue Date

Expiration Date

Training Center Name PC Bureau of Emergency Services TC ID #

TC Info 112 Old Rte 6 Carmel, NY TC City, State ZIP Phone

Course Location Training & Operations Center

Instructor Name Robert Cuomo Inst. ID # Tom Landon

Holder's Signature Nick Simone

© 2011 American Heart Association. Tampering with this card will alter its appearance. 90-1801

CERTIFICATE of COMPLETION

This is to certify that:

Ryan Simone

has attended

Course Title - **Waterfront Lifeguarding Review (r.06)**
and has successfully completed the following elements

CPR-AED for Lifeguards : valid 2 Years

Waterfront Lifeguarding/First Aid : valid 3 Years

Conducted by Carmel Recreation/Sycamore Park

Instructor: Janeen Cunningham

on

06/03/2012

The American Red Cross is an authorized provider of IACET this course may be eligible for CEUs.

Contact your local chapter for details.



**American
Red Cross**



**Healthcare
Provider**



**American
Heart
Association**

Ryan Simone

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

4/18/2014

4/18/2016

Recommended Renewal Date

Issue Date



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: May 5, 2014

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Waiving of Fee

REFERENCE: Amy Sayegh's memo to me dated May 1, 2014

As explained in the attached memo, Community Cares has requested the use of the Chamber Park on Saturday, June 7, from 3:00 – 7:00 p.m. for a Pig Roast Fund Raising event. I am requesting that the park rental fee for this event be waived based on the service this group provides to the community. Community Cares will be required to show proof of insurance, and provide a \$300.00 refundable security deposit.

This request was reviewed at the May 1 Recreation and Parks Advisory Committee Meeting, and all were in favor. Please discuss this at the next work session, and contact me with any questions.

/sms
Attachment

☒ Work Session 5/14/14

☐ Agenda _____

#17





Putnam Community Cares, Inc.

Research gives hope for tomorrow, Community Cares gives help for today!

692 Route 6
Mahopac, NY 10541

845-621-CARE (2273)
info@CommunityCares.org
www.CommunityCares.org

May 1, 2014

James Gilchrist
CPRP, Director of Recreation and Parks
790 Long Pond Road
Mahopac, New York 10541

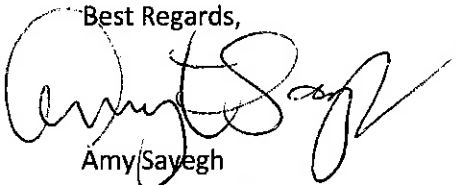
Dear Mr. Gilchrist,

As per our conversations, I am requesting the use of the Chamber of Commerce Park on Saturday, June 7, 2014, from 3-7pm. This event will be a Pig Roast Fund Raising event for Community Cares. As you know, Community Cares is a local charity that supports moms and dads going through treatment for cancer or any other debilitating medical diagnosis. We provide meals on treatment days, cleaning services as well as laundry wash and fold services to help the families through their difficult time. Putnam Community Cares, Inc. (dba Community Cares) is a 501 (c) 3 non-profit.

We are planning this event in collaboration with James at Crossroads Deli – which is located directly across the street from the park. He will be providing all the food – Pork (in a few different presentations), Hamburgers, Hot Dogs, Baked Beans and various Salads. We will not be serving alcoholic beverages but rather Water and Soda. We are planning to have live music in the gazebo.

I attached a tax exempt form for Community Cares as well as a brochure. Please advise how to proceed. I appreciate any help you can provide.

Best Regards,



Amy Savegh
Founder and President

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 06 2008**

PUTNAM COMMUNITY CARES INC
C/O GIUSEPPINA R LITA
65 GLENEIDA AVE
CARMEL, NY 10512-0000

Employer Identification Number:
38-3770172
DLN:
17053342756017
Contact Person:
KAREN A BATEY ID# 31641
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Residential Sup/T Bd H. Council
M. Simone ✓
Carnazza ✓
Proese ✓ 4/11/14

#18

April 7, 2014

Town of Carmel
60 McAlpin
Mahopac, NY 10541

☒ Work Session 5/14/14

☐ Agenda _____

Dear Sir/Madam,

This letter is in regard to the property located at 4 Baxter Court in Mahopac, NY. The property can be found on map 724i (attached) and is job#84-112.

We erected a fence on we assumed was the property line and come to understand our property has an indent which is town land. We are prepared to move the fence off of town property ASAP. Before we do so, we would like to see if the Town would be interested in one of two proposals before the fence is relocated.

Proposal A- Can we secure a permit from the town allowing for the fence to remain. The property is of no use to the town and has no drainage, sewers or elements on it. It is a piece of land with a few trees and a very large boulder.

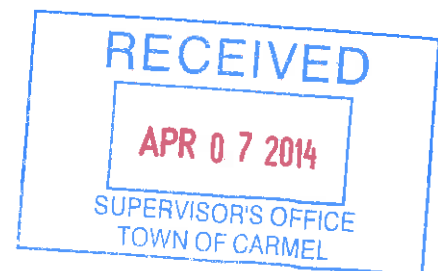
Proposal B- If we can not secure a permit, would the town be willing to sell this piece of land to us so the fence can remain? Moving the fence will make it look "off" and don't want to make it less aesthetically pleasing to us or our neighbors. The attached map shows the property at approximately 22' x 55'. I would prefer to pay the town for the property vs. pay a local company to move the fence.

Please let me know who I need to speak to and how we can discuss or agree upon terms. Ideally we'd like to secure a permit from the town but will either purchase the land or move the fence based on cost.

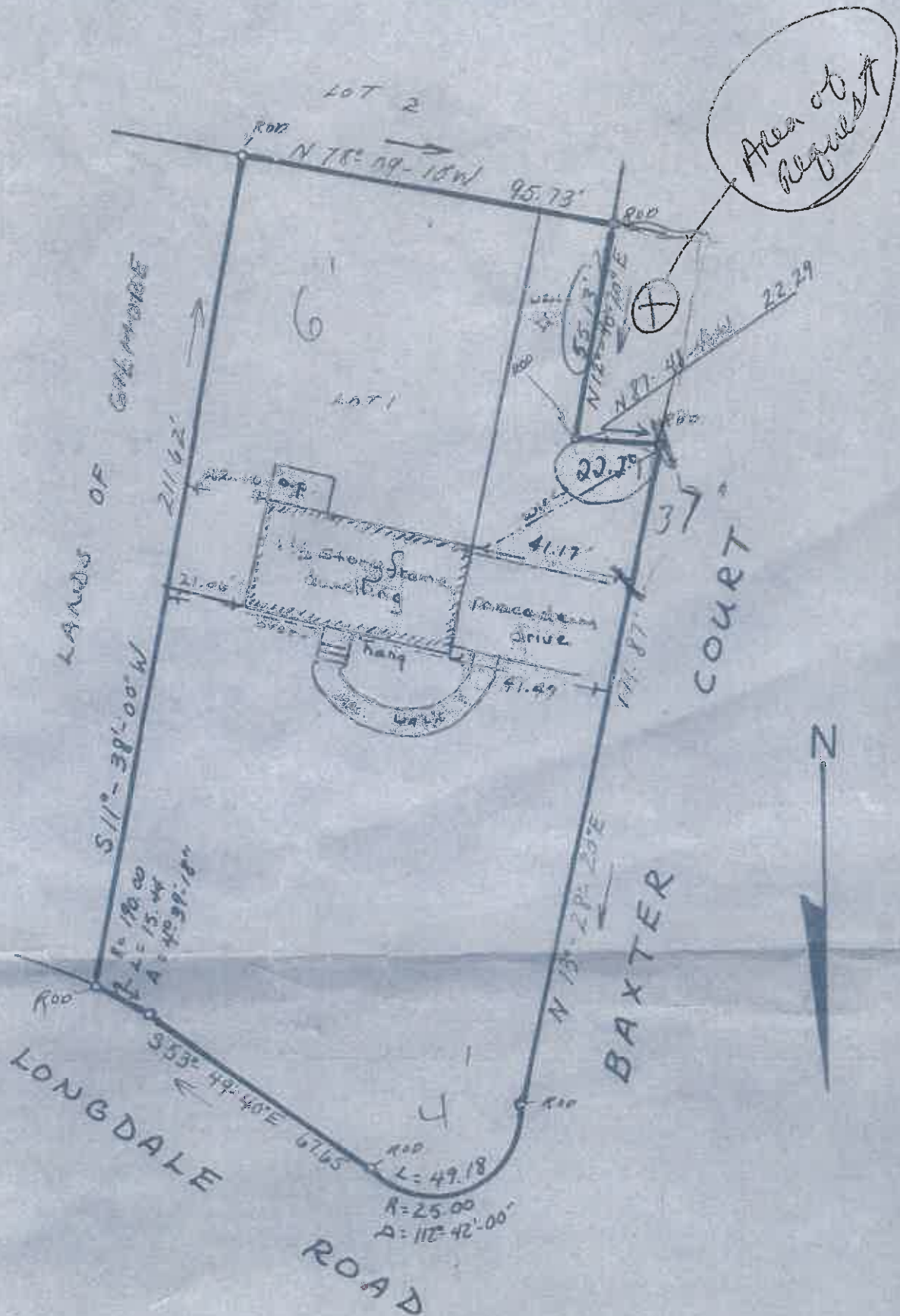
Thank you,



Andrew Pinto
1-845-621-5528
4 Baxter Court, Mahopac, NY



TITLE No.



SURVEY OF PROPERTY
PREPARED FOR

GILMORE & MORE CAP LTD.
SITUATE IN THE
TOWN OF CARMEL

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: Supervisor Ken Schmitt
Town Board
Town Council Greg Folchetti

FROM: Michael Simone – Highway Superintendent

DATE: May 9, 2014

RE: Andrew Pinto – 4 Baxter, Ct

Regarding Andrew Pinto's proposals for the property adjacent to 4 Baxter Ct, as outlined in the letter to the Town of Carmel dated April 7, 2014:

I have no objection with his intentions for the property involved, as neither proposal will impact Town roads or drainage.

MS/Sen