

**TOWN BOARD MEETING  
TOWN HALL, MAHOPAC, N.Y.**

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 19<sup>th</sup> day of December 2012 at 7:14 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business and a moment of silence was observed to honor those serving in the United States Armed Forces as well as for the twenty-six people who lost their lives on December 14<sup>th</sup> when a gunman entered Sandy Hook Elementary School in Newtown, Connecticut.

**PRESENTATION OF CERTIFICATES TO CADETTE GIRL SCOUT TROOP 1141**

The members and troop leaders of Cadette Girl Scout Troop 1141 were presented with certificates of appreciation for their help and support with the First Annual Town of Carmel Pumpkinfest Celebration.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 11/8/12 AND 11/20/12 - ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Lombardi, seconded by Councilman Lupinacci, with all members of the Town Board present and voting "aye", the minutes of the Town Board meetings held on November 8<sup>th</sup> and November 20<sup>th</sup> 2012 were accepted as submitted by the Town Clerk.

**BUDGET MODIFICATIONS #2012-05 - AUTHORIZED**

WHEREAS the Town Comptroller has reviewed the November 2012 proposed Budget Modifications for the period of November 1, 2012 through November 30, 2012 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule identified as #2012-05;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the November 2012 Budget Modifications for the period of November 1, 2012 through November 30, 2012 which itemized on Schedule #2012-05 which is attached hereto, incorporated herein and made a part hereof.

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>

**TOWN OF CARMEL  
BUDGET REVISIONS FOR NOVEMBER - #2012/11**

☒ Work Session 12/12/12

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	<input type="checkbox"/> INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100-1989-1170	CABLE FRANCHISE FEES	*	25,000.00
	100-1989-3005	MORTGAGE TAX REVENUE	*	60,000.00
	100-1989-3390	FIRE INSPECTION FEES	*	25,000.00
	100-1989-2001	PARK RECREATION FEES	*	40,000.00
	100-1989-2130	GARBAGE REFUSE LICENSE FEE	*	10,000.00
	100-1989-2610	COURT FEES AND FINES	*	10,000.00
		- ADJUST REVENUES TO ACTUAL YTD		

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2	100-1620-0045	BUILDING SPECIAL IMPROVEMENT		31,303.00	
	100-1989-3041	STATE AID - OTHER GOVT	*	31,303.00	
		- PROVIDE FOR IMPROVEMENTS FOR HANDICAP ACCESSIBILITY			
3	100-1410-0046	TOWN CODE PUBLICATIONS EXP		100.00	
	100-1440-0040	ENGINEER CONTRACTUAL EXPENSE		500.00	
	100-1610-0040	CENTRAL SVCS CONTRACTUAL EXP		435.00	
	100-1620-0040	BUILDING CONTRACTUAL EXPENSE		6,500.00	
	100-1680-0041	INFO TECH SUPPLIES		310.00	
	100-1681-0040	GIS CONTRACTUAL EXPENSE		990.00	
	100-1970-0040	OFFICE SUPPLIES		800.00	
	100-1989-0040	UNCLASSIFIED EXPENDITURES		200.00	
	100-5010-0046	HIGHWAY ADMIN CONT EXP		300.00	
	100-7450-0042	MUSEUM UTILITY EXPENSE		500.00	
	100-8020-0040	PLANNING BOARD CONTRACTUAL EXP		250.00	
	100-1410-0045	TOWN CLERK SYSTEM MAINTENANCE			100.00
	100-1440-0045	ENGINEER EQUIPMENT MAINTENANCE EXPENSE			500.00
	100-1610-0045	CENTRAL SVCS ADMIN CONTRACT EXP			435.00
	100-1910-0040	INSURANCE EXPENSE			6,500.00
	100-1680-0040	INFO TECH CONTRACTUAL EXPENSE			1,300.00
	100-1670-0040	CENTRAL PRINTING EXPENSE			1,000.00
	100-5010-0080	HIGHWAY ADMIN BENEFIT EXP			300.00
	100-7450-0040	MUSEUM CONTRACTUAL EXPENSE			500.00
	100-8010-0040	ZONING BOARD CONTRACTUAL EXP			250.00
		- TRANSFER FOR CONTRACTUAL EXPENSE			
3	100-1420-0041	LITIGATION LEGAL EXPENSE		1,500.00	
	100-1420-0042	JUSTICE COURT PROSECUTION EXPENSE		1,000.00	
	100-1420-0043	SPECIAL COUNSEL BOARDS EXPENSE		2,500.00	
	100-1420-0046	BOND COUNSEL LEGAL EXPENSE			2,000.00
	100-1670-0045	CENTRAL ADVERTISING EXPENSE			3,000.00
		- TRANSFER FOR LEGAL EXPENSE			
4	100-1610-0014	CENTRAL SVCS LONGEVITY PAY		2,500.00	
	100-1610-0080	CENTRAL SVCS EMPLOYEE BENEFIT EXP			1,500.00
	100-1610-0086	CENTRAL SVCS RETIREE BENEFIT EXP			1,000.00
		- TRANSFER FOR LONGEVITY PAY EXP			
5	100-1440-0012	ENGINEER STAFF OVERTIME EXPENSE		2,500.00	
	100-1440-0013	ENGINEER TEMP STAFF EXP		3,500.00	
	100-1440-0080	ENGINEER BENEFIT EXPENSE			6,000.00
		- TRANSFER FOR ENGINEERING DEPT STAFF EXPENSE			
6	100-3121-0040	LAKE PATROL CONTRACTUAL EXP		700.00	
	100-3124-0040	K9 CONTRACTUAL EXP			700.00
		- TRANSFER FOR POLICE CONTRACTUAL EXP			
7	100-3310-0040	SIGN CONTRACTUAL EXPENSE		2,000.00	
	100-5132-0040	HIGHWAY GARAGE EXP		2,500.00	
	100-3310-0045	SIGN STREET LINE EXPENSE			2,000.00
	100-5132-0041	HIGHWAY GARAGE HEATING EXP			2,500.00
		- TRANSFER FOR SIGNS/GARAGE CONTRACTUAL EXP			

Budget Revisions NOVEME8R 2012.xls

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BUDGET REVISIONS FOR NOVEMBER - #2012/11

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
8	100-7020-0040	REC ADMIN CONTRACTUAL EXP	500.00	
	100-7110-0040	PARK MAINTENANCE CONT EXP	2,000.00	
	100-7118-0040	BALDWIN MEADOWS CONT EXPENSE	150.00	
	100-7118-0042	BALDWIN MEADOWS UTILITY EXPENSE	200.00	
	100-7190-0040	SKATING RINK CONT EXP	510.00	
	100-7310-0045	YOUTH SELF SUSTAINING PROGRAM EXPENSE	500.00	
	100-7020-0080	RECREATION EMPLOYEE BENEFIT EXP		500.00
	100-7110-0080	PARK MAINTENANCE EMP BENEFIT EXP		2,000.00
	100-7118-0020	BALDWIN MEADOWS EQUIP EXPENSE		150.00
	100-7140-0013	PLAYGROUND TEMP STAFF		210.00
	100-7190-0020	SKATING RINK EQUIP EXP		500.00
	100-7310-0040	YOUTH SELF SUSTAINING CONT EXPENSE		500.00
		- TRANSFER FOR MISC REC DEPT EXPENSES		
HIGHWAY FUND				
9	500-5140-0041	WEEDS AND BRUSH FUEL EXP	10,000.00	
	500-5142-0041	SNOW REMOVAL FUEL EXPENSE		10,000.00
		- TRANSFER FOR FUEL EXPENSE		
10	500-5112-0012	CHIPS OVERTIME EXP	1,100.00	
	500-5112-0020	CHIPS CONTRACTUAL EXP	154,000.00	
	500-5112-0082	CHIPS FICAMED EXP	82.00	
	500.5010.3502	STATE AID - CHIPS	155,182.00	
		- PROVIDE FOR CHIPS EXPENSE		
11	500-5130-0040	MACHINERY REPAIR CONTRACTUAL EXP	50,000.00	
	500-5110-0086	RETIREE HEALTH INS EXPENSE		40,000.00
	500-5142-0046	CONTRACTUAL SWEEPING		10,000.00
		- TRANSFER FOR MACHINERY REPAIR EXPENSE		
12	500-5140-0049	WEEDS AND BRUSH MISC EXP	500.00	
	500-5140-0084	WEEDS AND BRUSH EMP BENEFIT EXP		500.00
		- TRANSFER FOR MISC EXPENSE		
13	500-9902-0099	TRANSFER TO OTHER FUND	100,000.00	
	500-5142-0049	SNOW MATERIAL EXPENSE		100,000.00
		- TRANSFER TO REPAY LOAN TO CSD #2		

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<b>LAKE CASSE PARK DISTRICT</b>				
14	401-7140-0040	CONTRACTUAL EXPENSE	3,100.00	
	401-7140-0048	OTHER EXPENDITURES		100.00
	401-7140-0089	REPAIR RESERVE FUND		3,000.00
		- TRANSFER FOR CONTRACTUAL EXPENSE		
<b>CARMEL WATER DISTRICT #2</b>				
15	602-8310-0040	CONTRACTUAL REPAIR EXPENSE	18,000.00	
	602-8310-0041	CHEMICAL EXPENSE	13,000.00	
	602-8310-0042	UTILITY EXPENSE	15,000.00	
	602-8310-0047	EMERGENCY REPAIRS	12,294.00	
	602-8310-5030	INTERFUND TRANSFER - CWD #2 EXT	58,294.00	
		- PROVIDES FOR CONTRACTUAL/EMERGENCY REPAIRS		
<b>CARMEL WATER DISTRICT #7</b>				
16	607-8310-0048	OTHER EXPENDITURES	500.00	
	607-8310-0099	REPAIR RESERVE FUND		500.00
		- TRANSFER FOR MISC EXPENSES		

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL WATER DISTRICT #12</b>				
17	612-8310-0047	EMERGENCY REPAIRS	1,326.00	
	612-8310-2681	INSURANCE RECOVERY ASSET	*	1,326.00
		- PROVIDE FOR EMERGENCY REPAIR EXPENSES		
<b>CARMEL WATER DISTRICT #2 EXT</b>				
18	622-9901-0089	TRANSFER TO OPERATING FUND 602	58,294.00	
	622-8310-9909	APPROPRIATED FUND BALANCE	*	58,294.00
		- PROVIDE FOR TRANSFER TO OPERATING FUND		
<b>CARMEL SEWER DISTRICT #2</b>				
19	702-8130-5031	INTERFUND TRANSFER	*	100,000.00
	702-8130-9909	APPROPRIATED FUND BALANCE	*	100,000.00
		- TRANSFER TO REPAY LOAN TO HIGHWAY		
<b>CARMEL SEWER DISTRICT #4</b>				
20	704-8130-0042	UTILITY EXPENSES	1,000.00	
	704-8130-0047	WASTE/SLUDGE HAULING EXPENSE	4,000.00	
	704-8130-0099	REPAIR RESERVE FUND		5,000.00
		- TRANSFER FOR MISC EXPENSES		
<b>CARMEL SEWER DISTRICT #5</b>				
21	705-8130-0047	WASTE/SLUDGE HAULING EXPENSE	7,000.00	
	705-8130-0099	REPAIR RESERVE FUND		7,000.00
		- TRANSFER FOR MISC EXPENSES		
<b>CARMEL SEWER DISTRICT #7</b>				
22	707-8130-0040	CONTRACTUAL EXPENSE	1,000.00	
	707-8130-0042	UTILITY EXPENSE	1,000.00	
	707-8130-0090	CONTINGENCY		2,000.00
		- TRANSFER FOR MISC EXPENSE		
23	707-8130-0040	CONTRACTUAL EXPENSES	1,000.00	
	707-8130-0140	CONTRACTUAL EXPENSES - MICROFILTRATION		1,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
<b>DRAINAGE CAPITAL PROJECT</b>				
24	900-1989-0048	OTHER PROJECT EXPENDITURES	800.00	
	900-1989-0040	CONTRACTUAL EXPENDITURES		800.00
		- TRANSFER FOR CAPITAL EXPENSE		

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**CARMEL SEWER DISTRICTS #1, #2, #3, #4,#5, #6, #7, AND #8 AND CARMEL WATER DISTRICTS #2, #3 AND #12 - ENTRY INTO AGREEMENT WITH SEVERN TRENT ENVIRONMENTAL SERVICES FOR WASTEWATER AND WATER DISTRICT OPERATIONS AND MAINTENANCE AUTHORIZED - 1/1/13 THROUGH 12/31/17**

RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of the various Sewer and Water Districts within the Town of Carmel hereby authorizes the amendment of the existing contractual agreement with Severn Trent Environmental Services for Operations and Maintenance Services for the Wastewater District Facilities at Carmel Sewers Districts #1,#2, #3, #4,#5, #6, #7 and #8 and the Water District Facilities at Carmel Water Districts #2, #3 and #12 for the period commencing January 1, 2013 through December 31, 2017 in form as attached hereto and made part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the aforementioned agreement and any and all other documentation to effectuate same upon the terms agreed upon therein.

Resolution

Offered by: Councilman Lombardi  
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>

CONTRACT

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

WITNESSETH

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

WHEREAS STES agrees to provide the same; and

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

I. Facilities Covered:

- Water and Wastewater facilities

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

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

and their corresponding distribution and collection systems.

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II. Services to be provided by STES:

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

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

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Carmel Sewer District #2

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

Carmel Sewer District #4

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

Carmel Sewer District #1&3

Plant Operator as needed

Carmel Sewer District #5

Plant Operator as needed

Carmel Sewer District #6

Plant Operator as needed

Carmel Sewer District #7

Plant Operator as needed

Carmel Sewer District #8

Plant Operator as needed

Carmel Water District #2

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

Carmel Water District #3

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

Carmel Water District #12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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Q. The following minimum onsite equipment shall be supplied:

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

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

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

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

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

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

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

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

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

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

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

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**III. Services Not Provided by STES:**

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

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

**IV. Services Provided at Additional Costs**

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

**V. Term of Agreement**

- A. Unless terminated early in accordance with Article VI below, this Agreement shall remain in full force and effect for five (5) years commencing January 1, 2013 and terminating December 31, 2017.
- B. Thereafter, this Agreement shall be automatically renewed for successive three (3) year periods unless cancelled in writing by either party at least one hundred twenty (120) days prior to the expiration of the then current term. Modifications to the STES' compensation for the renewal term shall be made pursuant to Attachment A of this Agreement.

**VI. Termination of Agreement**

- A. The failure of either party to comply with any of the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party.
- B. After January 1, 2015, either party may terminate the Contract after providing one hundred eighty (180) days written notice.
- C. In the event of the termination of this Agreement, the Town shall pay STES for the services provided and invoiced by STES up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination.

**VII. Compensation**

- A. During the term of this contract, STES will be compensated as shown in Attachment A.
- B. The Town agrees to pay the base rates outlined in Section VII.A above in equal monthly installments.

*Page 6*



(Cont.)

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

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

#### VIII. Representation from STES

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

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

#### IX. Disputes

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

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

#### X. Insurance, Indemnity and Liability

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

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

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

B. STES will furnish the Town with certificates of insurance which evidence that Policies providing the required coverage and limits are in full force and effect. In addition, STES will name the Town as an additional insured on each Liability policy with respect to services performed under this agreement. STES agrees to provide the Town with thirty (30) days notice prior to cancellation of any policy hereunder.

C. During the term of this contract, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Indemnifying Party. To the extent that both Town and STES are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of the damages assessed by such finder of fact, then in such event, Town and STES shall each be responsible for their respective portions of the damages assessed in direct proportion to their comparative shares of the total negligence. Notwithstanding any of the foregoing, with respect to any loss, damage, injury or other claims made against the Town as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminants, STES's obligations to Town for indemnity and/or contribution shall not apply if such removal, handling, storage, release, discharge, or other disposition is not required by any local, state or federal law, rule or regulation, or where the loss, damage, injury or claim is not the result of STES's gross negligence or willful misconduct.

**19 DECEMBER 2012  
TOWN BOARD MEETING**

(Cont.)

D. Notwithstanding any provision to the contrary contained in this contract, in no event shall either party be liable, either directly or as an indemnitor of the other party, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

E. In the event that claims(s) raised against STES on account of this contract, or on account of the services performed hereunder, is/are covered under STES's insurance policies required of STES hereunder, STES shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against STES that are not covered by the insurance policies required of STES hereunder arising under this contract, STES's liability shall not exceed an aggregate amount equal to STES' total annual compensation during the contract year in which such cause of action and/or claim is raised against STES.

**XI. Independent Contractor**

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

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**XII. Assignment and Subcontracting**

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

**XIII. Force Majeure**

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

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

**XIV. Taxes**

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

**XV. Notice**

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

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

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

With a copy to:

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

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

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

**XVI. Entire Agreement**

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

**SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**

By: \_\_\_\_\_

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

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

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

**TOWN OF CARMEL**

By: \_\_\_\_\_

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

Title: Town Supervisor

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

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**Attachment A****Compensation**

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

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

Total Monthly Fee \$ 96,546.41  
Total Annual Fee \$ 1,158,556.92

(Cont.)

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

Mechanic/Project Manager/Chief Operator	\$75.00 per hour
Plant Operator	\$70.00 per hour
Sewer Jet Equipment Charge	\$145 per hour

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

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

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

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## **Attachment B**

### **Baseline Conditions**

#### **Wastewater Treatment Plant**

##### **Sewer District #2**

Flow: 1.1 MGD for a 30 day average  
Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

##### **Sewer District #4**

Flow: 0.150 MGD for a 30 day average  
Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

##### **Sewer District #5**

Flow: 0.027.5 MGD for a 30 day average  
Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

##### **Sewer District #6**

Flow: 0.040 MGD for a 30 day average  
Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

##### **Sewer District #7**

Flow: 0.0465 MGD for a 30 day average  
Loading: BOD5 = 4282 lbs/day, TSS = 4721 lbs/day

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19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

**Attachment C**

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

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**Attachment D**

Town of Carmel Standard Operating Procedures

Page 15

Ronald J. Gainer, P.E.  
Town Engineer



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

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

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## PROCEDURES & DIRECTIVES

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STANDARD OPERATING PROCEDURES: NO. 1

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<b>TO:</b> Bee & Jay Plumbing ST Environmental Services	<b>DATE:</b> September 6, 2011
<b>FROM:</b> Ronald J. Gainer, P.E., Town Engineer Rob Vara, Engineering Projects Coordinator	<b>Original Issue Date:</b>
<b>TITLE:</b> Emergency Contacts and Questions	
<b>cc:</b> K. Schmitt	

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The following Standard Operating Procedures are to be followed until further notice:

1. In the event of a water main break or other service interruption, the following notifications are required. During Regular hours, call Engineering Department. During non-business hours, the following call protocol shall be adhered to:

- First, call Carmel Police Dispatch at 628-1300,
- Second, call Robert Vara at 845-~~285-2087~~ and ~~845-285-2086~~ (call both numbers).
- If unable to reach Mr. Vara, you must then call Ron Gainer at 845-~~628-1500~~ and 845-~~628-2087~~ (call both numbers)
- If unable to reach Mr. Vara or Mr. Gainer, you must then notify the Town Supervisor, Ken Schmitt at 845-~~628-2087~~.

2. With the exception of the emergency notification protocol as outlined above, all routine questions and discussions related to water and sewer districts are to be directed to the Engineering Department. Ronald J. Gainer, Town Engineer, first. In his absence, Robert Vara, Engineering Projects Coordinator, shall be contacted. Operational questions are not to be directed to the Supervisors Office.

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

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19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

Ronald J. Gainer, P.E.  
Town Engineer



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

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

## PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 2

TO: Bee & Jay Plumbing  
ST Environmental Services

DATE: September 6, 2011

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

Original  
Issue  
Date:

TITLE: Completion of Scheduled Water or Sewer District Work Plan

cc: K. Schmitt

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

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

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

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Ronald J. Gainer, P.E.  
Town Engineer



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

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

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

District & Number: \_\_\_\_\_

Location (street address): \_\_\_\_\_

Date of Work: \_\_\_\_\_ Expected Start Time: \_\_\_\_\_

Purpose of Work: \_\_\_\_\_

Personnel and Contractors: \_\_\_\_\_

Supervising Person on Site: \_\_\_\_\_

Does the work propose a service interruption? \_\_\_\_\_

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

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

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

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

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

Will sheeting and bracing or a trench box be necessary? \_\_\_\_\_

If Yes, what provisions have been made? \_\_\_\_\_

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

Scheduled Water or Sewer District Work Plan  
Page 2

Will paved areas be disturbed? \_\_\_\_\_

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

If water system

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

Work Plan Approval:

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

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

Modifications/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

Ronald J. Gainer, P.E.  
Town Engineer



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

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

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## PROCEDURES & DIRECTIVES

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STANDARD OPERATING PROCEDURES: NO. 3

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TO:	Bee & Jay Plumbing ST Environmental Services	DATE:	September 6, 2011
FROM:	Ronald J. Gainer, P.E., Town Engineer Rob Vara, Engineering Projects Coordinator	Original Issue Date:	
TITLE:	<b>Water System Repairs - Main Breaks or Damaged Hydrants</b>		
cc:	K. Schmitt		

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

### 1. Water Main Repairs

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

### 2. Hydrant Repairs

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

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

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SOP No. 3 - Water System Repairs  
Page 2

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

- a) **Notifications** - emergency notifications to the Town shall be accomplished in accordance with SOP No. 1.
- b) **Operator Response** - Upon notification of a damaged or leaking hydrant, the Contract Operator shall immediately respond. The hydrant should initially be valved off, to protect the integrity of the water system. Repairs should be then effected immediately. In the event of any hydrant damage occurring at night, it shall be repaired the next day, weather permitting. The hydrant should be "bagged" out of service for the time being, until such time as repairs are performed.

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

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

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

Ronald J. Gainer, P.E.  
Town Engineer



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

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

**WATER MAIN BREAK/DAMAGED HYDRANT REPORT**

District & Number: \_\_\_\_\_

Location (street address): \_\_\_\_\_

Time and Date of Main Break or Hydrant Damage: \_\_\_\_\_

Field Response:

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

Water Main: Size: \_\_\_\_\_ Material: \_\_\_\_\_ Depth to Main: \_\_\_\_\_

Hydrant: Manufacturer & Model: \_\_\_\_\_

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

Repair Materials Utilized: \_\_\_\_\_

\_\_\_\_\_

Cause of Main Break or Hydrant Damage: \_\_\_\_\_

\_\_\_\_\_

Description of Damage caused, if any: \_\_\_\_\_

\_\_\_\_\_

Future Restoration Required:

Pavement:

☐

Sidewalk:

☐

Lawn Area:

☐

Shrubs:

☐

Cause of Main Break or Hydrant Damage: \_\_\_\_\_

\_\_\_\_\_

Date Repair Completed: \_\_\_\_\_ Prepared by: \_\_\_\_\_

(Printed Name)

Ronald J. Gainer, P.E.  
Town Engineer



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

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

## PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 4

TO: Bee & Jay Plumbing  
ST Environmental Services

DATE: September 6, 2011

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

Original  
Issue  
Date:

TITLE: Purchase Orders and Use of Outside Vendor Procedures

cc: K. Schmitt

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

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

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

- c) The Vendor must reference the PO number assigned on any invoicing issued to the Town.

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

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**SOP No 4 - Purchase Order and Use of Outside Vendor Procedures**  
Page 2

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

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

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

Ronald J. Gainer, P.E.  
Town Engineer



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

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

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**PROCEDURES & DIRECTIVES**

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STANDARD OPERATING PROCEDURES: NO. 5

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TO:	Bee & Jay Plumbing ST Environmental Services	DATE:	September 6, 2011
FROM:	Ronald J. Gainer, P.E., Town Engineer Rob Vara, Engineering Projects Coordinator	Original Issue Date:	
TITLE:	<b>Water System Flushing &amp; Valve Exercising Operations</b>		
Cc:	K. Schmitt		

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

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

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

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

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

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SOP No. 5 - Water System Flushing and Valve Exercising Operations  
Page 2

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

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

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

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

Ronald J. Gainer, P.E.  
Town Engineer



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

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

## PROCEDURES & DIRECTIVES

STANDARD OPERATING PROCEDURES: NO. 6

TO: Bee & Jay Plumbing  
ST Environmental Services

DATE: September 6, 2011

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

**FROM:** Ronald J. Gainer, P.E. Town Engineer  
Rob Vara, Engineering Projects Coordinator  
**Original Issue Date:** \_\_\_\_\_

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

**cc:** K. Schmitt, M. Maxwell

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

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

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

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**SOP No. 6 - Processing Water and Sewer System Insurance Claims**  
Page 2

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

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



**PROPERTY LOSS**  
**INCIDENT/ACCIDENT REPORT**

**DATE OF LOSS:** \_\_\_\_\_ **TIME OF LOSS:** \_\_\_\_\_

**NAME OF INSURED:** Town of Carmel

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

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

CONTACT NAME: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

LOCATION OF LOSS: \_\_\_\_\_

CAUSE OF LOSS: \_\_\_\_\_

DESCRIPTION OF LOSS\*  
AND REPAIRS NEEDED: \_\_\_\_\_

REPORTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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**CARMEL WATER DISTRICT #8 - CHANGE ORDER #1 AUTHORIZED TO WATER MAIN REPLACEMENT PROJECT - CONTRACT #C222**

WHEREAS J. Robert Folchetti & Associates, LLC, construction administration consultant for the Carmel Water District #8 Water Main Replacement Project, Contract #C222 and Town Engineer Ronald J. Gainer, P.E. have each recommended that Change Order #1 to the Carmel Water District #8 Water Main Replacement Project in the amount of \$37,000 be approved;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to sign Change Order #1 to the aforementioned contract, in form as attached hereto and made a part hereof.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilman Lombardi

<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>

Ronald J. Gainer, P.E.  
Town Engineer



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

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

CHANGE ORDER No. 1



19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

PROJECT: WD #8 - Water Main Replacement Project DATE OF ISSUANCE: December 7, 2012  
OWNER: TOWN OF CARMEL  
CONTRACTOR: Bibeau Construction Co., Inc.  
ENGINEER: Town of Carmel Engineering Department  
PROJECT NO: C222

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

Description: Install new 6" PVC water main along a portion of Harbor Lane

Purpose of Change Order: To replace old galvanized piping along roadway to improve water service to existing residents along the roadway limits

Attachments: (List documents supporting change)

1. November 30, 2012 recommendation letter from JR Folchetti & Associates

<b>CHANGE IN CONTRACT PRICE:</b>		<b>CHANGE IN CONTRACT TIME:</b>	
Original Contract Price		Original Contract Time	
\$	1,880,000	\$	180
			days or date
Previous Change Orders No. -- to No. --		Net change from previous Change Orders	
\$	- 0 -		- 0 -
			days
Contract Price prior to this Change Order		Contract Time Prior to this Change Order	
\$	1,880,000		180
			days or date
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	37,000		- 0 -
			days
Contract Price including this Change Order		Contract Time including this Change Order	
\$	1,917,000		180
			days or date
<b>RECOMMENDED:</b>		<b>APPROVED:</b>	
By _____		By _____	
Engineer		Owner	
		By _____	
		Contractor	

**J. ROBERT FOLCHETTI & ASSOCIATES, LLC**  
CIVIL/ENVIRONMENTAL ENGINEERS

**MEMO TO:** Ronald J. Gainer, P. E.  
**FROM:** John E. Folchetti, P.E.  
**DATE:** November 30, 2012  
**SUBJECT:** CARMEL WATER DISTRICT #8  
RECOMMENDATION FOR CHANGE ORDER

Pursuant to Progress Meeting No. 3 and the meeting between addressee and author on this date, the following is recommended for the issuance of a Change Order to Contract C2012-222:

1. During Progress Meeting 3 on November 13, 2012, Bee and Jay Plumbing identified that the existing water main on Harbor Lane to the west of Lakeview Drive was old galvanized piping and not new PVC main as is indicated on the Construction Plans. In order to eliminate this old, under-sized piping, it was recommended that a Change Order be issued to cover the installation of new 6" PVC water mains, services and pavement on this section of Harbor Lane. Bibeau has agreed in writing to conduct this work at the existing unit prices (see email confirmation attached). This will be confirmed in writing.

Units and pricing involved in this additional work is estimated below:

a.	370± LF of 6" water main @ \$60.00/LF =	\$22,200.00
b.	Two (2) 6" Gate Valves @ \$1,000.00/GV =	\$2,000.00
c.	3 House Services @ \$1,500.00/Service =	\$4,500.00
d.	Approximately 165 SY of Pavement Restoration @ \$44.00/SY =	\$7,300.00
e.	Estimated Rock Excavation @ \$1000 =	\$1,000.00

The estimated total cost of this additional work is \$37,000.00. It is recommended that the Town Board approve a Change Order for this work.

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

2. From our review of the design plans and specifications, 59 valves are shown on as to be replaced on the construction plans; unfortunately, the total estimated number of valves specified on the Bid Form is only 50. It is therefore recommended that the valves be installed as shown on the plans and that coordination between this office, the Town Engineer and Bee and Jay Plumbing to identify non-working valves in the system continue throughout the term of the contract. Once the project is well along, the number of actual valves installed has been verified, and the number of additional valves necessary has been more accurately established, a formal Change Order will be processed at that time for these valve installs.

31 SODOM ROAD  
Brewster, New York 10509  
845-363-1590  
Fax 845-279-2062

815 WINTERTON ROAD  
MIDDLETOWN, NY 10940  
845-224-9347  
Fax 845-279-2062

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

Memo to Ronald J. Gainer, P.E.  
Carmel Water District No. 8 Progress Meeting Minutes  
November 30, 2012  
Page 2

We trust that you will find the process outlined above satisfactory. Should you have any questions, or require any further information, please let us know.

JEF:jac  
Cc: File

**LAKE MAHOPAC PARK DISTRICT - REQUEST FOR PROPOSALS AUTHORIZED -  
ENGINEERING STUDY FOR LAKE MAHOPAC DAM**

RESOLVED that the Town Board of the Town of Carmel acting as Commissioners of the Lake Mahopac Park District, and upon the recommendation of the Lake Mahopac Park District Advisory Committee hereby authorizes the aforesaid committee to solicit proposals for an engineering study for the purposes of hazard classification and compliance with New York State Department of Environmental Conservation standards and requirements.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**HIGHWAY DEPARTMENT - DISPOSAL OF VEHICLES AND EQUIPMENT  
AUTHORIZED**

RESOLVED that, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, the Town Board of the Town of Carmel hereby authorizes the disposal of the following Highway Department vehicles and equipment in accordance with Town Law, including but not limited to Town Law §64(2-a):

- 1992 INTERNATIONAL DUMP TRUCK –VIN No. 1HTSEPPN0NH462137;
- 1993 INTERNATIONAL 4800 DUMP TRUCK – VIN NO. 1HTSEPPN4PH541233;
- 1992 INTERNATIONAL DUMP TRUCK – VIN No. 1HTSENUN7NH394783 ;
- 1992 INTERNATIONAL DUMP TRUCK – VIN No. 1HTSENUN9NH394784 ;

Resolution  
Offered by: Councilman Schneider  
Seconded by: Councilman Lupinacci

(Cont.)

<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>

**ADVANCEMENT OF EMPLOYEE VACATION TIME AND SICK TIME FROM 2013  
TIME BANK - AUTHORIZED**

RESOLVED, the Town Board of The Town of Carmel authorizes the advancement of the total of one (1) day sick time and from the 2013 time bank of Town of Carmel employee No.1602.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

<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>

**SYCAMORE DOG PARK - INSTALLATION OF AGILITY EQUIPMENT AUTHORIZED**

WHEREAS James R. Gilchrist, Director of Recreation and Parks for the Town of Carmel, has recommended the purchase and installation of certain agility equipment for Sycamore Dog Park in the Town of Carmel; and

WHEREAS, Lynlil Associates, Mahopac, NY has volunteered to purchase said equipment and to ensure delivery and proper installation of said equipment with their own funds and labor;

NOW THEREFORE be it resolved that the Town Board of the Town of Carmel hereby authorizes the delivery and installation of said equipment and installation at the Sycamore Dog Park in the Town of Carmel; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form and substance acceptable to Town Counsel, Lynlil Associates is hereby authorized to undertake the installation of said equipment.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilman Schneider

<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>

Supervisor Schmitt acknowledged the generosity of Michael Barile for volunteering to purchase and install the agility equipment. He also recognized the Friends of the Sycamore Dog Park for their efforts.

19 DECEMBER 2012  
TOWN BOARD MEETING

**BOND RELEASE AUTHORIZED - TM 75.20-2-3 - LYNLIL ASSOCIATES - 407 ROUTE 6**

WHEREAS application has been made by Lynlil Associates, Mahopac, NY for the total release of the site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #75.20-2-3 with respect to site plan approval issued for the aforesaid property; and

WHEREAS said applications have been reviewed by the Town Engineer Ronald J. Gainer, P.E. and release of the bonds has been recommended and approved by the Town Engineer and the Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan bond in the amount of \$12,625.00 posted for said Tax Map #75.20-2-3 issued by Mahopac National Bank, Bond No./Account No. 071023089.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**BOND RELEASE AUTHORIZED - TM 75.19-1-10 - LUPI CAR WASH SITE PLAN - ROUTE 6**

WHEREAS application has been made by Nicholas Lupinacci, Baldwin Place, NY for the total release of the site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #75.19-1-10 with respect to site plan approval issued for the aforesaid property; and

WHEREAS said applications have been reviewed by the Town Engineer Ronald J. Gainer, P.E. and release of the bonds has been recommended and approved by the Town Engineer and the Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan bond in the amount of \$67,550 posted for said Tax Map #75.19-1-10 issued by Mahopac National Bank, Bond No./Account No. 530000261.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilwoman McDonough

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

Prior to the roll call vote, Councilman Lombardi inquired if pending matters in connection with this bond release have been cleared up.

Gregory Folchetti, Legal Counsel indicated that the issues were resolved in principle and that everything is in place with respect to the discontinuance of the civil action.

19 DECEMBER 2012  
TOWN BOARD MEETING

**DEPARTMENT OF RECREATION AND PARKS - SUBMISSION OF APPLICATION FOR GRANT FUNDING AUTHORIZED - NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the submission of the 2013 Municipal Funding Grant Application to the New York State Office of Children and Family Services for Recreation Programs, and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary documentation required in connection with the aforesaid grant application.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilwoman McDonough

<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>

Supervisor Schmitt stated that this annual grant application is for \$6,450.00 in funding.

**POLICE DEPARTMENT - SUBMISSION OF APPLICATION FOR GRANT FUNDING AUTHORIZED - NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the submission of the 2013 Municipal Funding Grant Application to the New York State Office of Children and Family Services for Youth Bureau Programs, and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary documentation required in connection with the aforesaid grant application.

Resolution

Offered by: Councilman Lupinacci

Seconded by: Councilman Schneider

<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>

Supervisor Schmitt stated that this annual grant application is for \$8,000.00 in funding.

**MAHOPAC VOLUNTEER FIRE DEPARTMENT - ADDITIONS AND DELETIONS TO THE ACTIVE LIST AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the addition of the following names to the active list of the Mahopac Volunteer Fire Department:

Vladimir Kunce, Jr. – Mahopac, NY  
Tyler Paustian – Mahopac, NY  
Claudia Zamora – Mahopac, NY ;

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of the following names to the active list of the Mahopac Volunteer Fire Department:

Francis Grimont  
Anthony Lopez  
Jessica Weigold

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

Supervisor Schmitt expressed his appreciation to the new members of the Mahopac Volunteer Fire Department for their service.

**REDUCTION OF BOND AUTHORIZED - PULTE HOMES OF NY, LLC SITE PLAN LOT 4 - TM #55.14-1-11.2**

WHEREAS application has been made by Pulte Homes of New York, LLC for reduction of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for the Day Road, LLC site plan, Tax Map #55.14-1-11.2; and

WHEREAS said application has been reviewed by the Town Engineer Ronald J. Gainer, P.E., and a reduction of the bond has been recommended and approved by the Planning Board;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the reduction of the aforementioned bond posted for Pulte Homes Site Plan from its original amount of \$4,196,104.50 to a reduced amount of \$839,220.90.

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>

**LABOR COUNSEL SERVICES - PROPOSAL ACCEPTED - JACKSON LEWIS, LLP**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Jackson, Lewis, LLP, White Plains, NY for labor counsel services effective immediately, of said proposal dated December 7, 2012 and in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Town Supervisor is authorized to sign said proposal on behalf of the Town.

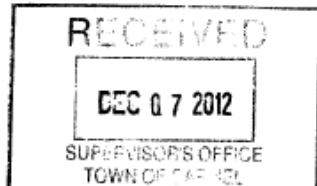
Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

19 DECEMBER 2012  
TOWN BOARD MEETING

(Cont.)

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



December 7, 2012

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGED**

☒ Executive Work Session 12/12/12

**VIA REGULAR MAIL**

Hon. Kenneth Schmitt  
Town Supervisor  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

☐ Agenda

Re: Confirmation of Engagement and Fee Agreement

Dear Mr. Schmitt:

We are pleased that Town of Carmel ("Town") has decided to retain Jackson Lewis LLP (herein "the Firm") for legal services in connection with labor relations matters. Please allow this communication to serve and provide details of the scope of our client relationship and the rates for our services. This letter also addresses our fees for our services, pursuant to Part 1215 of the Joint Rules of the Appellate Divisions of the New York State Supreme Court, 22 N.Y.C.R.R. 1215.

A. Scope of Services

As we discussed, we will represent the Town in labor relations matters. We will do our best to serve the Town efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the Town. We will utilize the attorneys outlined in our response to the RFP and legal assistants in the firm in the best exercise of our professional judgment. If, at any time, you have any questions, concerns or comments, please contact me.

B. Fees

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the Town at agreed upon hourly rates for the work performed on its behalf. Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location. As we agreed, we will "cap" our hourly rate at \$275.00, which is a significant discount from our regular rates. We will maintain this cap from January 1, 2013 until December 31, 2014. If the attorney's regular rate is lower than the cap, you will be charged the lower rate. We charge for all services rendered,

Hon. Kenneth Schmitt.  
Town of Carmel  
December 7, 2012  
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including but not limited to, telephone calls, conferences, negotiation sessions, court and agency hearings, and other proceedings.

Our entire billing process is explained in "A Word About Our Invoices," a copy of which is enclosed.

C. Dispute Resolution

It is our understanding that the Town will pay the fees for our services on matters assigned to us. In the event a dispute arises between us relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.



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(Cont.)

Our agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

\* \* \* \*

If you have any question at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me at once. We are pleased to be of service to you.

Very truly yours,

JACKSON LEWIS LLP

Thomas P. McDonough

Encl.

cc: Greg Riolo, Esq.  
Michael Hekle, Esq.

4826-9120-3090, v. 1

**PUBLIC HEARING SCHEDULED FOR 1/9/13 - PROPOSED LOCAL LAW AMENDING THE TOWN CODE OF THE TOWN OF CARMEL, CHAPTER 86, THEREOF, ENTITLED "FLOOD DAMAGE PREVENTION"**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, January 9, 2013 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending the Code of the Town of Carmel, Chapter 86, thereof, entitled "Flood Damage Prevention"; and

BE IT FURTHER RESOLVED that the Town Clerk is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

<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>

**PROPOSED LOCAL LAW # \_\_\_\_ OF THE YEAR 2012**

**A Local Law to Amend the Code of the Town of Carmel, Chapter 86, thereof, entitled "Flood Damage Prevention"**

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

**SECTION 1 LEGISLATIVE INTENT** – The Town of Carmel desires maintain and continue its participation in the National Flood Insurance Program (NFIP), to adopt the most recent Flood Insurance Study and Flood Insurance Rate Maps completed by the Federal Emergency Management Agency (FEMA) and to incorporate federal and state program changes occurring since the adoption of Chapter 86 of the Town of Carmel Town Code entitled "Flood Damage Prevention"

**SECTION 2 – EXISTING CHAPTER 86 REPEALED** – Chapter 86 of the Town of Carmel Town Code entitled "Flood Damage Prevention is hereby repealed.

**SECTION 3- ENACTMENT OF CHAPTER 86** – The Town Code of the Town of Carmel is hereby amended by the addition of a new chapter entitled, "CHAPTER 86, FLOOD DAMAGE PREVENTION" which shall read as follows:

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(Cont.)

**ARTICLE I**

**86.1 FINDINGS**

The Town Board of the Town of Camel finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the Town of Camel and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this chapter is adopted.

**86-2 STATEMENT OF PURPOSE**

It is the purpose of this chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (A) Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (B) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (C) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- (D) Control filling, grading, dredging and other development which may increase erosion or flood damages;
- (E) Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and
- (F) Qualify for and maintain participation in the National Flood Insurance Program.

**§ 86-3 OBJECTIVES.**

The objectives of this chapter are:

- (A) To protect human life and health;
- (B) To minimize expenditure of public money for costly flood control projects;
- (C) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (D) To minimize prolonged business interruptions;
- (E) To minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in areas of special flood hazard;
- (F) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- (G) To provide that developers are notified that property is in an area of special flood hazard; and
- (H) To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

**ARTICLE II**

**§ 86-4 DEFINITIONS**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meanings they have in common usage and to give this chapter its most reasonable application.

**APPEAL**—A request for a review of the local administrator's interpretation of any provision of this chapter or a request for a variance.

**AREA OF SHALLOW FLOODING** – A designated AO, AH or VO Zone on a Community's Flood Insurance Rate Map (FIRM), with a one-percent or greater annual chance of flooding to an average annual depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

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**AREA OF SPECIAL FLOOD HAZARD** – The land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. This area may be designated as Zone A, AE, AH, AO, A1-A30, A99, V, VO, VE, or V1-V30. It is also commonly referred to as the "base floodplain" or "one-hundred-year floodplain." For purposes of this chapter, the term "special flood hazard area (SFHA)" is synonymous in meaning with the phrase "area of special flood hazard."

**BASE FLOOD** – The flood having a one-percent chance of being equaled or exceeded in any given year.

**BASEMENT** – That portion of a building having its floor subgrade (below ground level) on all sides.

**BUILDING** – See "structure."

**CELLAR**– Has the same meaning as "basement."

**CRAWL SPACE** – An enclosed area beneath the lowest elevated floor, eighteen inches or more in height, which is used to service the underside of the lowest elevated floor. The elevation of the floor of this enclosed area, which may be of soil, gravel, concrete or other material, must be equal to or above the lowest adjacent exterior grade. The enclosed crawl space area shall be properly vented to allow for the equalization of hydrostatic forces which would be experienced during periods of flooding.

**DEVELOPMENT** – Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, paving, excavation or drilling operations or storage of equipment or materials.

**ELEVATED BUILDING** –

A. A nonbasement building: (1) Built, in the case of a building in Zone A1-A30, AE, A, A99, AO, AH, B, C, X, or D, to have the top of the elevated floor, or in the case of a building in Zone V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood;

B. In the case of Zone A1-A30, AE, A, A99, AO, AH, B, C, X, or D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zone VI-V30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls that meet the federal standards.

**FEDERAL EMERGENCY MANAGEMENT AGENCY** – The federal agency that administers the National Flood Insurance Program,

**FLOOD BOUNDARY AND FLOODWAY MAP (FBFM)** – An official map of the community published by the Federal Emergency Management Agency as part of a riverine community's Flood Insurance Study. The FBFM delineates a regulatory floodway along watercourses studied in detail in the Flood Insurance Study.

**FLOOD ELEVATION STUDY**– An examination, evaluation and determination of the flood hazards and, if appropriate, corresponding water surface elevations or an examination, evaluation and determination of flood-related erosion hazards.

**FLOOD or FLOODING** –

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters;
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

B. "Flood" or "flooding" also means the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal



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surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in Subsection A(1) above.

**FLOOD HAZARD BOUNDARY MAP (FHBM)** – An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as Zone A but no flood elevations are provided.

**FLOOD INSURANCE RATE MAP (FIRM)**– An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY** – See "flood elevation study."

**FLOODPLAIN or FLOOD-PRONE AREA** – Any land area susceptible to being inundated by water from any source (see definition of "flooding").

**FLOODPROOFING**– Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**FLOODWAY**– Has the same meaning as "regulatory floodway."

**FUNCTIONALLY DEPENDENT USE** – A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, and ship repair facilities. The term does not include long-term storage, manufacturing, sales, or service facilities.

**HIGHEST ADJACENT GRADE**– The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

**HISTORIC STRUCTURE** – Any structure that is:

A. Listed individually on the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior, or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

- (1) By an approved state program as determined by the Secretary of the Interior; or
- (2) Directly by the Secretary of the Interior in states without approved programs.

**LOCAL ADMINISTRATOR** – The person appointed by the community to administer and implement this chapter by granting or denying development permits in accordance with its provisions. This person is often the Building Inspector, Code Enforcement Officer, or employee of an engineering department.

**LOWEST FLOOR** – The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

**MANUFACTURED HOME** – A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term does not include a recreational vehicle.

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**MANUFACTURED HOME PARK OR SUBDIVISION** – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MEAN SEA LEVEL**– For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum of 1988 (NAVD 88), or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

**MOBILE HOME** – Has the same meaning as "manufactured home."

**NEW CONSTRUCTION** – Structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the community, and includes any subsequent improvements to such structure.

**ONE-HUNDRED-YEAR FLOOD OR 100-YEAR FLOOD**– Has the same meaning as "base flood."

**PRINCIPALLY ABOVE GROUND**– At least 51% of the actual cash value of the structure, excluding land value, is above ground.

**RECREATIONAL VEHICLE** --A vehicle which is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the largest horizontal projections;
- C. Designed to be self-propelled or permanently towable by a light-duty truck; and
- D. Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**REGULATORY FLOODWAY**– The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in a Flood Insurance Study or by other agencies as provided in § 86-14B of this chapter.

**START OF CONSTRUCTION**–

A. The date of permit issuance for new construction and substantial improvements to existing structures, provided that the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement is within 180 days after the date of issuance. The actual "start of construction" means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

B. Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), or the installation of streets or walkways, or excavation for a basement, footings, piers or foundations, or the erection of temporary forms, or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE**– A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE**– Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT**– Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. The term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:



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- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of an historic structure, provided that the alteration will not preclude the structure's continued designation as an historic structure.

**VARIANCE** – A grant of relief from the requirements of this chapter which permits construction or use in a manner that would otherwise be prohibited by this chapter.

**VIOLATION** – The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

### **ARTICLE III GENERAL PROVISIONS**

#### **§ 86-5 LANDS TO WHICH THIS CHAPTER APPLIES.**

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Town of Carmel, Putnam County.

#### **§ 86-6 BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD.**

- A. The areas of special flood hazard for the Town of Carmel, Community Number 360669, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

(1) Flood Insurance Rate Map Panel Numbers:  
36079C0116E, 36079C0117E, 36079C0118E, 36079C0119E,  
36079C0133E, 36079C0134E, 36079C0140E, 36079C0141E,  
36079C0142E, 36079C0143E, 36079C0144E, 36079C0206E,  
36079C0207E, 36079C0208E, 36079C0209E, 36079C0226E,  
36079C0227E, 36079C0231E

whose effective date is, March 4, 2013, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.

- (2) A scientific and engineering report entitled "Flood Insurance Study, Putnam County, New York, All Jurisdictions" dated March 4, 2013.
- B. The above documents are hereby adopted and declared to be a part of this chapter. The Flood Insurance Study and/or maps are on file at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541.

#### **§ 86-7 INTERPRETATION; CONFLICT WITH OTHER PROVISIONS.**

- A. This chapter includes all revisions to the National Flood Insurance Program through October 27, 1997, and shall supersede all previous laws adopted for the purpose of flood damage prevention.
- B. In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.

#### **§ 86-8 SEVERABILITY.**

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.

#### **§ 86-9 PENALTIES FOR OFFENSES.**

No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this chapter and any other applicable regulations. Any infraction of the provisions of this chapter by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be

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fined no more than \$250 or imprisoned for not more than 15 days, or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the Town of Carmel from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this chapter for which the developer and/or owner has not applied for and received an approved variance under Article VI will be declared noncompliant, and notification will be sent to the Federal Emergency Management Agency.

**§ 86-10 WARNING AND DISCLAIMER OF LIABILITY.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Town of Carmel, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

**ARTICLE IV**

**§ 86-11 DESIGNATION OF LOCAL ADMINISTRATOR.**

The Town of Carmel Town Engineer or any other individual duly appointed by Resolution of the Town Board of the Town of Carmel is hereby appointed local administrator to administer and implement this chapter by granting or denying floodplain development permits in accordance with its provisions.

**§ 86-12 FLOODPLAIN DEVELOPMENT PERMIT; FEES.**

- A. Purpose. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting

its citizens from increased flood hazards and ensuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in § 86-6, without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the local administrator and may include but not be limited to plans, in duplicate, drawn to scale, and showing: the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

- B. Fees. All applications for a floodplain development permit shall be accompanied by an application fee of \$250. In addition, the applicant shall be responsible for reimbursing the Town of Carmel for any additional costs necessary for review, inspection and approval of this project. The local administrator may require a deposit of no more than \$500 to cover these additional costs.

**§ 86-13 APPLICATION FOR PERMIT.**

The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.

- A. The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved structure to be located in Zone A1-A30, AE or AH, or Zone A if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by a licensed professional engineer or surveyor.



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- B. The proposed elevation, in relation to mean sea level, to which any new or substantially improved nonresidential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the local administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.
- C. A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in § 86-16C, Utilities.
- D. A certificate from a licensed professional engineer or architect that any nonresidential floodproofed structure will meet the floodproofing criteria in § 86-18, Nonresidential structures.
- E. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in § 86-6, when notified by the local administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.
- F. A technical analysis, by a licensed professional engineer, if required by the local administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
- G. In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or five acres.

**§ 86-14 DUTIES AND RESPONSIBILITIES OF LOCAL ADMINISTRATOR.**

Duties of the local administrator shall include but not be limited to the following:

- A. Permit application review. The local administrator shall conduct the following permit application review before issuing a floodplain development permit:
  - (1) Review all applications for completeness, particularly with the requirements of § 86-13, Application for permit, and for compliance with the provisions and standards of this chapter.
  - (2) Review subdivision and other proposed new development, including manufactured home parks, to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Article V, Construction standards, and, in particular, § 86-15A, Subdivision proposals.
  - (3) Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The local administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination. If the proposed development may result in physical damage to any other property or fails to meet the requirements of Article V, Construction standards, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and resubmit the application.

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- (4) Determine that all necessary permits have been received from those governmental agencies from which approval is required by state or federal law.
- B. Use of other flood data.
  - (1) When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate Map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, including data developed pursuant to § 86-13G, as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this chapter.
  - (2) When base flood elevation data are not available, the local administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this chapter.
- C. Alteration of watercourses.
  - (1) Provide notification to adjacent communities and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse and submit evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.
  - (2) Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- D. Construction stage.
  - (1) In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).
  - (2) Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The local administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop-work order for the project unless immediately corrected.
- E. Inspections. The local administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.
- F. Stop-work orders.
  - (1) The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found ongoing without a development permit. Disregard of a stop-work order shall subject the violator to the penalties described in § 86-9 of this chapter.
  - (2) The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found noncompliant with the provisions of this chapter and/or the



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conditions of the development permit. Disregard of a stop-work order shall subject the violator to the penalties described in § 86-9 of this chapter.

G. Certificate of compliance.

- (1) In areas of special flood hazard, as determined by documents enumerated in § 86-6, it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure, until a certificate of compliance has been issued by the local administrator stating that the building or land conforms to the requirements of this chapter.
- (2) A certificate of compliance shall be issued by the local administrator upon satisfactory completion of all development in areas of special flood hazard.
- (3) Issuance of the certificate shall be based upon the inspections conducted as prescribed in § 86-14E, Inspections, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.

H. Information to be retained. The local administrator shall retain, and make available for inspection, copies of the following:

- (1) Floodplain development permits and certificates of compliance;
- (2) Certifications of as-built lowest floor elevations of structures, required pursuant to § 86-14D(1) and (2), and whether or not the structures contain a basement;
- (3) Floodproofing certificates required pursuant to § 86-14D(1), and whether or not the structures contain a basement;
- (4) Variances issued pursuant to Article VI, Variance procedures; and
- (5) Notices required under § 86-14C, Alteration of watercourses.

## ARTICLE V CONSTRUCTION STANDARDS

### § 86-15 GENERAL STANDARDS.

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in § 86-6.

- A. Subdivision proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):
  - (1) Proposals shall be consistent with the need to minimize flood damage;
  - (2) Public utilities and facilities, such as sewer, gas, electrical and water systems, shall be located and constructed so as to minimize flood damage; and
  - (3) Adequate drainage shall be provided to reduce exposure to flood damage.
- B. Encroachments.
  - (1) Within Zones AI-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:

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- (a) The applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location; or
  - (b) The Town of Carmel agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Carmel for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Carmel for all costs related to the final map revision.
- (2) On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in § 86-6, no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:
- (a) A technical evaluation by a licensed professional engineer shows that such an encroachment shall not result in any increase in flood levels during the occurrence of the base flood; or
  - (b) The Town of Carmel agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received, and the applicant provides all necessary data, analyses and mapping and reimburses the Town of Carmel for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the Town of Carmel for all costs related to the final map revisions.

**§ 86-16 STANDARDS FOR ALL STRUCTURES.**

The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in § 86-6.

- A. Anchoring. New structures and substantial improvements to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- B. Construction materials and methods.
  - (1) New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
  - (2) New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
  - (3) For enclosed areas below the lowest floor of a structure within Zone A1-A30, AE or AH, and also Zone A if base flood elevation data are available, new and substantially improved

structures shall have fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

- (a) Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:

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[1] A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and

[2] The bottom of all such openings shall be no higher than one foot above the lowest adjacent finished grade.

(b) Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas subgrade on all sides are considered basements and are not permitted.

**C. Utilities.**

(1) New and replacement electrical equipment, heating, ventilating, air-conditioning, plumbing connections, and other service equipment shall be located at least two feet above the base flood elevation or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall also be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations.

(2) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall.

(4) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

**§ 86-17 RESIDENTIAL STRUCTURES.**

A. Elevation. The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in § 86-15A, Subdivision proposals, and § 86-15B, Encroachments, and § 86-6, Standards for all structures.

(1) Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above two feet above the base flood elevation.

(2) Within Zone A, when no base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated at least three feet above the highest adjacent grade.

(3) Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as two feet above the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in § 86-6 (at least two feet if no depth number is specified).

(4) Within Zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.



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**§ 86-18 NONRESIDENTIAL STRUCTURES.**

The following standards apply to new and substantially improved commercial, industrial and other nonresidential structures located in areas of special flood hazard, in addition to the requirements in § 86-15A, Subdivision proposals, and § 86-15B, Encroachments, and § 86-16, Standards for all structures.

- A. Within Zones AI-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any nonresidential structure shall either:
  - (1) Have the lowest floor, including basement or cellar, elevated to or above two feet above the base flood elevation; or
  - (2) Be floodproofed so that the structure is watertight below two feet above the base flood elevation, including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.
- B. Within Zone AO, new construction and substantial improvements of nonresidential structures shall:
  - (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as two feet above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
  - (2) Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in § 86-18A(2).
- C. If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A floodproofing certificate or other certification shall be provided to the local administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of § 86-18A(2), including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.
- D. Within Zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.
- E. Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.

**§ 86-19 MANUFACTURED HOMES AND RECREATIONAL VEHICLES.**

The following standards in addition to the standards in § 86-15, General standards, and § 86-16, Standards for all structures, apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.

- A. Recreational vehicles.
  - (1) Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:
    - (a) Be on site fewer than 180 consecutive days;
    - (b) Be fully licensed and ready for highway use; or
    - (c) Meet the requirements for manufactured homes in § 86-19B, C and D.
  - (2) A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect-type utilities and security devices and has no permanently attached additions.

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- B. A manufactured home that is placed or substantially improved in Zones A1-A30, AE and AH shall be elevated on a permanent foundation such that the lowest floor is elevated to or above two feet above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- C. Within Zone A, when no base flood elevation data are available, new and substantially improved manufactured homes shall be elevated such that the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement.
- D. Within Zone AO, the floor shall be elevated above the highest adjacent grade at least as high as two feet above the depth number specified on the Flood Insurance Rate Map enumerated in § 86-6 (at least two feet if no depth number is specified).

#### ARTICLE VI VARIANCE PROCEDURE

##### § 86-20 APPEALS BOARD.

- A. The Zoning Board of Appeals as established by the Town of Carmel shall hear and decide appeals and requests for variances from the requirements of this chapter.
- B. The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the local administrator in the enforcement or administration of this chapter.
- C. Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.
- D. In passing upon such applications, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:
  - (1) The danger that materials may be swept onto other lands to the injury of others;
  - (2) The danger to life and property due to flooding or erosion damage;
  - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (4) The importance of the services provided by the proposed facility to the community;
  - (5) The necessity to the facility of a waterfront location, where applicable;
  - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
  - (7) The compatibility of the proposed use with existing and anticipated development;
  - (8) The relationship of the proposed use to the Comprehensive Plan and Floodplain Management Program of that area;
  - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (10) The costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding;
  - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and



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- (12) The costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, and water systems, and streets and bridges.
- E. Upon consideration of the factors of § 86-20D and the purposes of this chapter, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.
- F. The local administrator shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Emergency Management Agency upon request.

**§ 86-21 CONDITIONS FOR VARIANCES**

- A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the items in § 86-20D(1) through (12) have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that:
  - (1) The proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure; and
  - (2) The variance is the minimum necessary to preserve the historic character and design of the structure.
- C. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:
  - (1) The criteria of Subsections A, D, E and F of this section are met; and
  - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.
- D. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- E. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- F. Variances shall only be issued upon receiving written justification of:
  - (1) A showing of good and sufficient cause;
  - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
  - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- G. Notice.
  - (1) Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:
    - (a) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
    - (b) Such construction below the base flood level increases risks to life and property.
  - (2) Such notification shall be maintained with the record of all variance actions as required in § 86-14H of this chapter.



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**RECREATION AND PARKS ADVISORY COMMITTEE MEMBERSHIP  
APPOINTMENT MADE - KENNETH FORAN - 1/1/13 THROUGH 12/31/15**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Kenneth Foran to the Recreation and Parks Advisory Committee for a term commencing January 1, 2013 and ending December 31, 2015.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Lombardi

<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>

**RECREATION AND PARKS ADVISORY COMMITTEE MEMBERSHIP  
APPOINTMENT MADE - ROBERT BUCKLEY - 1/1/13 THROUGH 12/31/15**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Robert Buckley to the Recreation and Parks Advisory Committee for a term commencing January 1, 2013 and ending December 31, 2015.

Resolution

Offered by: Councilman Schneider  
Seconded by: Councilmen Lupinacci and Lombardi

<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>

**SETTLEMENT OF LITIGATION AUTHORIZED - “MADEO MULTIMEDIA, INC. V. TOWN OF CARMEL”**

WHEREAS there is currently pending in the Supreme Court, County of Putnam State of New York under Index No. 2011/3224 a certain lawsuit entitled “Madeo Multimedia, Inc. v. Town of Carmel”; and

WHEREAS a proposed settlement of the litigation has been negotiated by Town Counsel Gregory Folchetti, who has recommended approval of the proposed settlement;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation settlement documents attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Counsel Gregory Folchetti, is hereby authorized to sign, on behalf of the Town of Carmel, a Stipulation of Discontinuance in form as attached hereto; and

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make and effect any budget modifications necessary in connection with the terms of this settlement.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough and Councilman Schneider

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

BY:  
TITLE:

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(Cont.)

STATE OF NEW YORK, COUNTY OF ) ss.:  
On December \_\_\_\_ 2012, before me personally came  
\_\_\_\_\_ to me known, and known to me to be the individual  
described in, and who executed the foregoing RELEASE, and duly acknowledged to me  
that (s)he executed same.  
  
\_\_\_\_\_  
Notary Public

**BID AWARDED FOR POLICE DEPARTMENT UNIFORMS - BUCKSHOLLOW  
EMERGENCY EQUIPMENT CORPORATION - OFFERED AS PRE-FILED**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Police Department uniforms for fiscal year ending 2013 for the Town of Carmel Police Department, and  
WHEREAS such bids were received and opened on December 11, 2012; and  
WHEREAS Michael Johnson, Chief of Police has recommended the awarding of the bid as set forth hereafter,  
NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for Police Department uniforms to Buckshollow Emergency Equipment Corporation, 15 Secor Road, Mahopac, NY, the lowest responsible bidder who met specifications, at the following bid prices:

- Blauer Gore-Tex Coat – Class A 9010Z: \$210.00 each;
- Blauer Gore-Tex Coat – Class A 9910Z: \$191.00 each;
- Dress Blouse – NYPD Model #100: \$195.00 each;
- Summer Cap 8 point: \$19.50 each;
- Winter Cap 8 point: \$19.50 each;
- IKE Jacket: \$99.00 each;
- Rain Coat: \$110.00 each;
- Blauer #8910 summer shirt: \$37.50 each;
- Blauer #8900 winter shirt: \$41.00 each;
- Blauer #8561P7 pants: \$72.50 each;
- Blauer #8810X pants: \$50.00 each.

Resolution  
Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

<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>

**BID AWARDED FOR DRY CLEANING OF POLICE DEPARTMENT UNIFORMS -  
RAINBOW CLEANERS**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for dry cleaning of Police Department uniforms for fiscal year ending 2013 for the Town of Carmel Police Department, and  
WHEREAS such bids were received and opened on December 11, 2012; and  
WHEREAS Michael Johnson, Chief of Police has recommended the awarding of the bid as set forth hereafter,

(Cont.)

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the dry cleaning of Police Department uniforms to Rainbow Cleaners, Route 6N, Mahopac, NY the lowest responsible bidder who met specification at a unit price of \$2.75 per cleaning and \$8.00 per alteration.

Resolution  
Offered by: Councilwoman McDonough  
Seconded by: Councilman Lupinacci

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

**APPLICATION FOR MEMBERSHIP IN PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION, INC. (PERMA) - AUTHORIZED**

WHEREAS the Town Board of the Town of Carmel has budgeted for workers compensation insurance within its 2013 fiscal budget at a premium cost as proposed by the Public Employer Risk Management Association (PERMA);

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt, as Chief Fiscal Officer, to execute and forward to PERMA the “Notice of Election to Secure Compensation as Self-Insurer” and the “Resolution to Join Municipal Self Insurance Program” in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Town Board hereby further designates Kenneth Schmitt as authorized representative to execute and deliver any further any necessary documentation required to secure such workers compensation from PERMA for fiscal year 2013.

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>

State of New York  
WORKERS' COMPENSATION BOARD

NOTICE OF ELECTION BY A POLITICAL SUBDIVISION OR FIRE DISTRICT  
TO SECURE COMPENSATION AS A SELF-INSURER

(Prepare in duplicate. Mail original and retain duplicate.)

To: CHAIR, WORKERS' COMPENSATION BOARD

TAKE NOTICE that this political subdivision or fire district has elected to secure compensation to its employees pursuant to subdivision 3 of section 50 of the Workers' Compensation Law and files this completed notice in accordance with subdivision 4-a of said section.

1.

a.

☐ A certified copy of the Resolution adopted, re: Self-Insurance, is attached.

b.

☒ Other: (explain) Joined PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION Workers'  
Compensation Program
2.

Election to secure compensation in accordance with subdivision 4-a of section fifty was duly made on  
12/13/2012  
*Enter Date*

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3. Such election is effective from 01/01/2013  
*Enter Effective Date*

4. Previous to such Effective Date these employees were covered as follows: (if by a policy insurance give name of carrier and policy number)  
New York State Municipal Compensation Alliance

5. Do you intend to: ☐ a. Deal directly with your employees in compensation matters, or  
☒ b. Through a licensed self-insurer's representative.

If you checked "b", give the name and address of the representative: \_\_\_\_\_  
PERMA, PO Box 12250, Albany NY 12212-2250

<u>Town of Carmel</u>	<u>60 McAlpin Avenue, Mahopac, NY 10541</u>
<i>Name of Political Subdivision or Fire District</i>	<i>Address</i>

Signed By \_\_\_\_\_ Date Signed \_\_\_\_\_

Official Title \_\_\_\_\_ Telephone Number \_\_\_\_\_

Mail original of this form to:  
Chair, WCB c/o Self-Insurance Office, 20 Park Street, Room 206, Albany, New York 12207

SI-26 (04/05)

SECTION 50, SUBDIVISION 4-a OF THE NEW YORK STATE WORKERS' COMPENSATION LAW  
AS AMENDED BY CHAPTER 61, LAWS OF 1989, EFFECTIVE APRIL 1, 1989

A county, city, village, town, school district, fire district or other political subdivision of the state may secure compensation to its employees in accordance with subdivision one or two or three-a of this section, and a public corporation as defined in subdivision one of section sixty of this chapter may also secure such compensation in accordance with article five of this chapter. If compensation is not so secured, a county, city, village, town, school district, fire district or other political subdivision shall be deemed to have elected to secure compensation pursuant to subdivision three of this section and in such case, no proof of financial ability or deposit or securities need be made in compliance with such subdivision. All other requirements prescribed by this chapter for employers so electing shall be complied with and notice of such election shall be filed with the Chair. For failure to file such notice of election, prescribed in form by the Chair, within ten days after the election was made, the treasurer or other financial officer shall be liable to pay to the Chair the sum of one hundred dollars as a penalty, to be transferred to the state treasury.

SI-26 (04/05) Reverse

RESOLUTION TO JOIN MUNICIPAL GROUP SELF-INSURANCE PROGRAM

WHEREAS, the Authorized Representative of the Town of Carmel desires to secure the Town of Carmel's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance program of which the Town of Carmel will be a member,

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(Cont.)

The Authorized Representative of the Town of Carmel, duly convened in regular session, does hereby resolve, pursuant to, and in accordance with the provisions of Section 50 of the New York State Workers Compensation Law and other applicable provisions of law and regulations thereunder, as follows:

Section 1. The Authorized Representative (hereinafter "Representative") of the Town of Carmel does hereby resolve to secure the Town of Carmel's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance plan of which the Town of Carmel will be a member;

Section 2. The Representative of the Town of Carmel does hereby resolve to become a member of Public Employer Risk Management Association, Inc., a workers' compensation group self-insurance program for local governments and other public employers and instrumentalities of the State of New York;

Section 3. In order to effect the Town of Carmel's membership in said group self-insurance program, the authorized officer of the Town of Carmel is hereby authorized to execute and enter into the Public Employer Risk Management Association Workers' Compensation Program Agreement, annexed hereto as Exhibit A, on behalf of the Town of Carmel.

Section 4. This Resolution shall take effect immediately.

CERTIFICATION

I, \_\_\_\_\_, do hereby certify that I am the \_\_\_\_\_  
*Name Title*

of the Town of Carmel and that the foregoing constitutes a true, correct and complete copy of a Resolution duly adopted by the Representative of the Town of Carmel at a meeting thereof held on 12/13/12.

*Date*

Dated:

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Signature*

*[Seal if available]*

**SALE OF REAL PROPERTY TO EWA AND STANISLAW BABIARZ AUTHORIZED -  
PART OF THE PAPER ROAD KNOWN AND DESIGNATED AS ELLEN AVENUE -  
SUBJECT TO PERMISSIVE REFERENDUM**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the sale of real property owned by the Town of Carmel located at and being a part of the paper road known and designated as Ellen Avenue within the Town of Carmel for the sum of \$1,000 (One Thousand Dollars) to Ewa and Stanislaw Babiarez, Mahopac, NY; and

BE IT FURTHER RESOLVED, that Town Counsel Gregory Folchetti is hereby authorized and directed to prepare all transfer documents in form suitable for recording in the Office of the Clerk of the County of Putnam, including a legal metes and bound description of the 50-foot-by 50-foot parcel as shown on the plan attached hereto; and

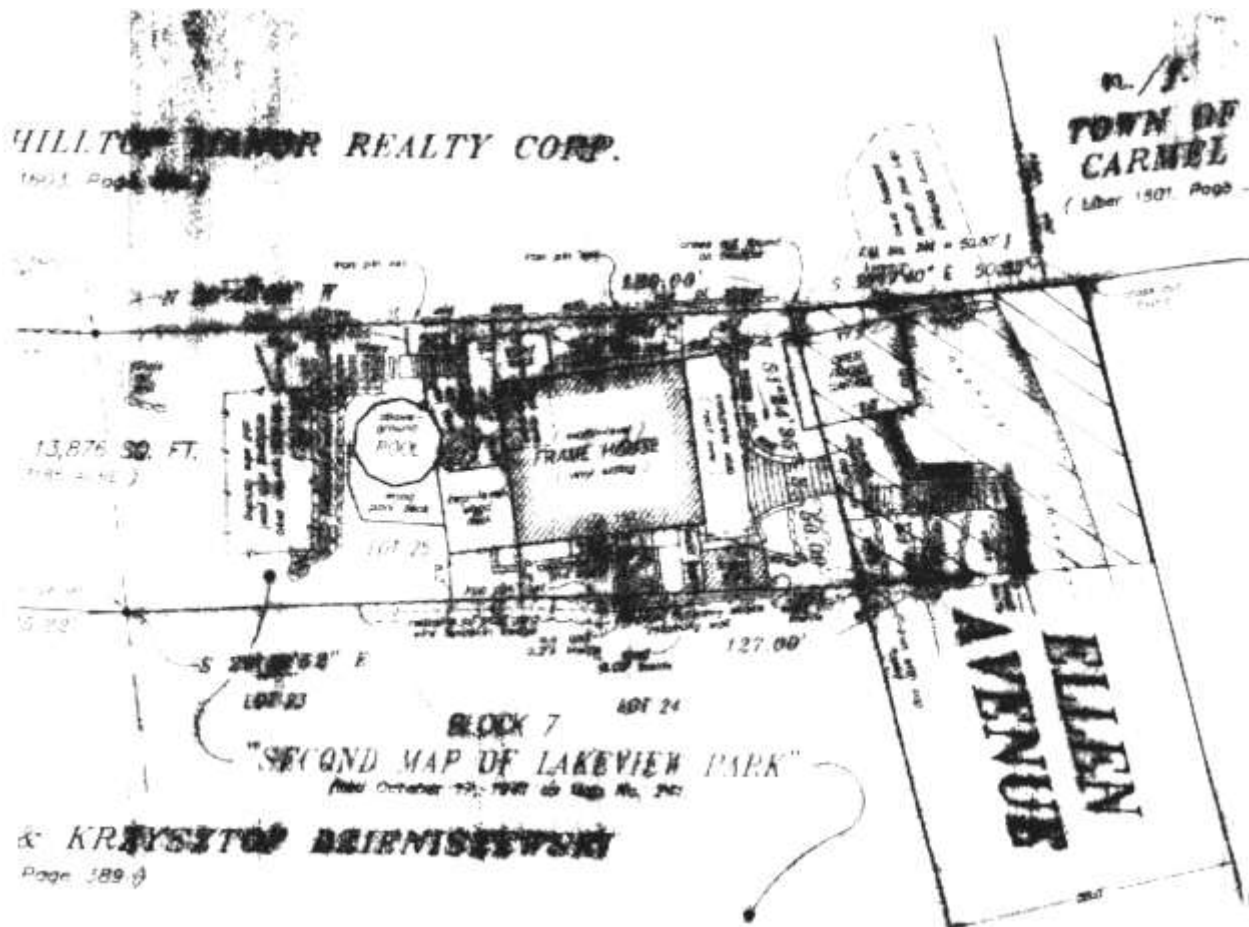
BE IT FURTHER RESOLVED that all recording, title and filing costs of said conveyance be borne by the transferees Stanislaw Babiarez and Ewa Babiarez; and

BE IT FURTHER RESOLVED that the sale authorized herein is subject to permissive referendum.

Resolution

Offered by: Councilman Lombardi  
Seconded by: Councilman Lupinacci

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



Supervisor Schmitt stated that this property is of no useful purpose to the Town of Carmel and was valued at \$1,000.00 by the Town Assessor.

**DONNA ESTEVES, PART-TIME CLERK IN PLANNING DEPARTMENT - INCREASE  
IN PART TIME HOURS AUTHORIZED**

RESOLVED that the Town Board authorizes the temporary increase in the part-time employment hours of Donna Esteves, Part-time Clerk in the Planning Department to thirty (30) hours per week.

Resolution

Offered by: Councilman Lupinacci  
Seconded by: Councilwoman McDonough

<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>

Supervisor Schmitt explained that the employment hours of Donna Esteves are being increased temporarily to assist in the implementation of the town-wide garbage collection program.

Councilman Lupinacci indicated that all residents should be receiving their informational mailers in connection with the program in the near future.

**PUBLIC COMMENTS - AGENDA ITEMS**

Spencer Tassler, a resident of the Retreat at Carmel, expressed his disappointment with the Town Board for reducing the bond in connection with the Pulte Homes Site Plan. He spoke about issues with Lot 4, certain of which pertain to safety, that have not been addressed by the developer. Mr. Tassler appealed to the Town Board for their assistance.

Supervisor Schmitt explained that although he initially resisted reducing the bond amount, the matter became a subject of litigation. The Town Board’s action was based upon the advice of Legal Counsel. Discussion regarding the matter ensued.

Stephen Bernstein a resident of the Retreat at Carmel, inquired about who would be responsible to pay for damages made by construction vehicles to the recently paved road.

Gregory Folchetti, Legal Counsel indicated that if the road has to be repaired or reclaimed, it may affect Pulte Homes’ ability to have the bond further reduced or released. Discussion continued.

Tony Bustamante, a resident of the Retreat at Carmel, stated his frustration with Pulte Homes and requested that their present construction at the Retreat at Carmel be supervised. Discussion continued.

Robert Behan, Chairman of the Board of Fire Commissioners for the Carmel Fire District expressed his concerns with regard to the amendment of the existing contractual agreement with Severn Trent Environmental Services for water and sewer districts operations and maintenance services. Mr. Behan pointed out that the responsibility to clear tree branches, shrubs and snow around hydrants has been omitted from the contract.

Supervisor Schmitt stated that he will address the matter with the Town Engineer. He added that in the past, Severn Trent Environmental Services has cleared hydrants of snow upon request. A brief discussion was held.



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(Cont.)

Harriet Tassler, a resident of the Retreat at Carmel, expressed her frustration with Pulte Homes.

Councilman Lupinacci provided a brief history of Pulte Homes' application for reduction of the site plan bond which commenced in 2009. Discussion continued.

Fred Macli, a resident of the Retreat at Carmel, spoke regarding the condition of the swales after road work has taken place in the community. He stated that a safety hazard has been created. He inquired if the Town would be aware of what it would cost to repair the swales and correct any drainage issues before the bond is reduced any further.

Supervisor Schmitt stated that the Town Engineer has indicated that the remaining portion of the bond is more than sufficient to cover the cost to repair the swales if necessary. Supervisor Schmitt stated that he would discuss the issue of the swales with the Town Engineer and report back to Mr. Macli. Discussion continued.

Roberta Feinberg, a resident of the Retreat at Carmel, asked when the next local election will occur.

Supervisor Schmitt stated that it will take place next year.

Councilwoman McDonough recommended to Ms. Feinberg that she consult with the other residents of the Retreat at Carmel present at the meeting, for information with regard to the earlier discussion that took place concerning the Pulte Homes bond reduction.

Ms. Feinberg suggested that Pulte Homes should not be on the agenda of the Planning Board and the Town Board on the same day, at the same time.

**TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS**

No member of the Town Board wished to comment at this time.

**OPEN FORUM - PUBLIC COMMENTS**

No member of the public wished to comment at this time.

**OPEN FORUM - TOWN BOARD MEMBER COMMENTS**

Councilman Lombardi acknowledged the members of Mahopac Falls Boy Scout Troop 271 in attendance as part of their Community Merit Badge requirements.

Supervisor Schmitt congratulated Mary Ann Maxwell, Town Comptroller for being awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lupinacci, seconded by Councilman Lombardi, with all Town Board members present and in agreement, the meeting was adjourned at 8:29 p.m. to Executive Session for PBA Contract negotiations.

Respectfully submitted,

Ann Spofford, Town Clerk