

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 18th day of March 2015 at 7:17 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. A moment of silence was held to honor those serving in the United States Armed Forces.

PUBLIC HEARING SCHEDULED - PROPOSED LOCAL LAW AMENDING THE CODE OF THE TOWN OF CARMEL, CHAPTER 156 THEREOF, ENTITLED "ZONING" (DESIGN REVIEW CRITERIA) - 4/8/15

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, April 8, 2015 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 156 thereof, entitled "Zoning"; and

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

Resolution

Offered by: Councilman Schneider
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>

PROPOSED LOCAL LAW # OF THE YEAR 2015
A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,
CHAPTER 156, THEREOF, ENTITLED "ZONING"

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

SECTION 1

This Local Law shall be known as 2015 Amendments to Chapter 156 entitled "Zoning".

SECTION 2. Subsection §156-61(C)(3) of Chapter 156 entitled "Zoning" is hereby amended to read as follows:

- (3) Design review criteria.
- (a). Building plans shall be reviewed in several aspects:
 - (1) Proportion. The relationship between the width and height of the front elevation of a building should be similar to the adjacent buildings. Proportion can also apply to the relationship between windows and doors and their relationship to the building itself.
 - (2) Rhythm. The rhythm of the building and its components is the spacing or repetition of architectural elements or details. The regularity, frequency and placement of doors, windows, porches and ramps and the placement within a facade is a type of rhythm. Rhythm between adjoining buildings can exist when building types are repeated along street.

(Cont.)

(3) Scale. Scale is the relationship between architecture and people or between the architectural mass and the space which surrounds it. The scale of The Town of Carmel is intimate in nature. Any building built on a monumental scale will seem out of place and foreign. Certain already built buildings are deemed inappropriate in some areas of the town.

(4) Height. New buildings will be in harmony with appropriate buildings and subject to the requirements of The Town of Carmel Zoning Ordinance.

(5) Facade treatment. The exterior features of all buildings should be visually and physically compatible with those facades surrounding them. Components to consider are color, texture and type of building materials. Specific details such as roof shape, cornices and moldings should be repeated to unify buildings and not used to create visual distractions.

(6) Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.

(b) Development requirements.

(1) Materials will be selected to create harmony with the adjoining appropriate buildings and for suitability to the type and use of the buildings. A building shall use the same materials or those that are architecturally harmonious for all building walls and other exterior building components wholly or partly visible to the public.

(2) Colors shall be harmonious and shall use only compatible accents.

(3) Large mechanical equipment or other utility hardware on the roof, ground or buildings shall be screened from public view with materials harmonious to the building.

(4) Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with the building design.

(5) Service yards, storage area, yards and exterior work areas shall be screened from public view with materials harmonious with the building and in compliance.

(6) Dumpsters must be placed in compliance with section 96-3C(1) through (10).

(c) Special regulations. Application for development within the town shall be reviewed, evaluated and determined by the Planning Board. Among criteria for review will be in compliance with the following measures:

(1) Locate the building at a minimum setback line with the maximum length of the building facing along street to provide frequent and convenient pedestrian connections between buildings and public sidewalks; minimize the public view of large parking areas and service facilities; provide a continuous edge along the street; and visually enclose and define public street space that is comfortable to pedestrians in proportion and scale.

(2) Design and place buildings in order to preserve and enhance special street views. In particular, views of important buildings and natural features, focal points at T-intersections and views along curbs and roadways should be encouraged.

(3) Position new buildings to insure the adjacent properties have visual privacy and sunlight as well as protection from the new development's site illumination, noise and odor.

(4) In terms of shape, style, rooflines, color and materials, buildings shall be designed to complement and contribute to a desirable community character.

(5) Design landscaping and building adjacent to historic properties that are complimentary to the significant historical features.

(Cont.)

- (6) Design and position buildings to screen unsightly elements, such as shipping and loading areas, transformers, dumpsters and meters from public view.
- (7) Design the building roof to screen mechanical equipment from view and contribute to an attractive visual setting.
- (8) Design the building to insure adequate blending of the storm drainage requirement with the local environment.
- (9) Provide a minimum 10' (ten-foot) "buffer island" which shall be landscaped (trees, bushes, flowers, etc.) in front of all non-residential lots.
- (10) Provide a minimum 20' (twenty-foot) landscaped buffer area/zone on all sides of site plan bordering residentially zoned properties. For purposes of this section landscaping shall include evergreen trees, plantings and/or shrubbery which in the discretion of the Planning Board shall minimize impact of proposed site plan improvements upon neighboring residential properties.

SECTION 3 – HOME RULE

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

SECTION 4 – SEVERABILITY

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

SECTION 5 – EFFECTIVE DATE

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

PUBLIC HEARING SCHEDULED - PROPOSED LOCAL LAW AMENDING THE CODE OF THE TOWN OF CARMEL, CHAPTER 156 THEREOF, ENTITLED "ZONING" (MS4) - 4/8/15

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, April 8, 2015 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 156 thereof, entitled "Zoning"; and

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

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>

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(Cont.)

PROPOSED LOCAL LAW # _____ OF THE YEAR 2015
A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,
CHAPTER 156, THEREOF, ENTITLED "ZONING"

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

SECTION 1

This Local Law shall be known as 2015 Amendments to Chapter 156 entitled "Zoning".

SECTION 2. Article X of Chapter 156 of the Code Entitled "Stormwater Control" is hereby amended to read as follows:

ARTICLE X: STORMWATER CONTROL

§156-80 "DEFINITIONS" is hereby amended as follows:

LAND DEVELOPMENT ACTIVITY – Construction activity, including clearing, grading, excavating, soil disturbance or placement of fill that results in land disturbance of equal to or greater than 5,000 square feet, or activities disturbing less than one acre of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development activities may take place at different times on different schedules.

THE DEFINITION FOR "SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES GP-02-01" IS HEREBY REPEALED AND REPLACED WITH:
SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES – A general permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of land. GP-0-15-002 or most recent version.

THE DEFINITION FOR "SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SEWER SYSTEMS GP-02-02" IS HEREBY REPEALED AND REPLACED WITH:
SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SEWER SYSTEMS - A general permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or to specify stormwater control standards. GP-0-10-002 or most recent version.

SECTION 3. § ZONING 156 - Attachment 2 - Town of Carmel Sample Stormwater Control Facility Maintenance Agreement is hereby amended to read as follows:

Town of Carmel
Sample Stormwater Facility Maintenance Agreement

Whereas, the Town of Carmel, County of Putnam, State of New York ("Municipality") and _____ ("facility owner") want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project, and

(Cont.)

Whereas, the Municipality and the facility owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Therefore, the Municipality and the facility owner agree as follows:

1. This agreement inures to the benefit of the Municipality and binds the facility owner, its successors and assigns, to the maintenance provisions depicted in the approved project plans which are attached as Schedule A of this agreement.
2. The facility owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted in Schedule A as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds.
3. The facility owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The facility owner shall provide for the periodic inspection of the stormwater control measures, not less than once in every five-year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality, within 30 days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The facility owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality.
6. The facility owner shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The facility owner shall provide to the Municipality, within 30 days of the date of this agreement, a security for the maintenance and continuation of the stormwater control measures in the form of a bond, letter of credit or escrow account.
8. This agreement shall be recorded in the Office of the County Clerk, County of Putnam together with the deed for the subject premises.
9. In the event that the Municipality determines that the facility owner has failed to construct or maintain the stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property.
10. Nothing within this agreement shall be construed to impose any affirmative obligation or covenant of performance on the Municipality.
11. This agreement is effective _____.

(Cont.)

Facility Owner: _____.

Owner's Representative: _____.

Representative Signature: _____.

SECTION 4 – HOME RULE

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

SECTION 5 – SEVERABILITY

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

SECTION 6 – Effective Date

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

AMENDMENT OF CONTRACT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH JOHN E. FOLCHETTI, P.E. AND J. ROBERT FOLCHETTI ASSOCIATES, LLC - AUTHORIZED

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the amendment of its current contract for professional engineering consulting services with John E. Folchetti, P.E. and J. Robert Folchetti Associates, LLC, said amendment in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the amended agreement as authorized herein.

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>

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2014, by and between the TOWN OF CARMEL, with offices at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "TOWN"), and J. ROBERT FOLCHETTI & ASSOCIATES, LLC, whose address is 31 Sodom Road, Brewster, NY (hereinafter referred to as "FOLCHETTI") and JOHN E. FOLCHETTI, P.E., Individually, whose address is 31 Sodom Road, Brewster, NY (hereinafter referred to as "J.E.F., P.E.").

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(Cont.)

WITNESSETH:

WHEREAS, the TOWN desires to secure the services of a licensed professional engineer to provide consulting engineering services to the TOWN; and;

WHEREAS, J.E.F., P.E. is an experienced engineer properly licensed by the State of New York and is willing to be retained as consulting engineer for the TOWN;

WHEREAS, FOLCHETTI is an experienced engineering Firm properly licensed by the State of New York and is willing to be retained as capital projects consulting engineer for the TOWN;

NOW THEREFORE IT IS AGREED:

SECTION I - EMPLOYMENT

J.E.F., P.E. is hereby retained to provide consulting engineering services to the Town in form, scope and detail as outlined in the proposal for engineering services dated November 2, 2013 and attached hereto as Exhibit "A". In the event that there exists a conflict with the provisions contained in the Agreement and Schedule "A" attached, the express terms of this Agreement shall control.

Basic Services: The Parties hereby agree that J.E.F., P.E. shall perform all basic services for a fixed monthly fee as set forth in Section II herein. Basic services shall include, but not be limited to, the following:

- Meet with Supervisor weekly and as requested by Supervisor or Town Board;
- Identify and set individual staff duties and responsibilities;
- Establish and track weekly goals and objectives for staff;
- Establish and implement office Standard Operating Procedures (SOP) for walk-ins and telephone calls;
- Implement weekly time sheets to determine how time is spent by staff;
- Potable Water and Wastewater: coordinate with operators to identify needs and coordinate with regulatory agencies regarding compliance;
- Highway: work with highway Superintendent to implement, design and identify his/her capital needs;
- Develop Capital Plan (Potable Water / Wastewater / Highway) for consideration of Town Board;
- Storm Water / MS4: review MS4 compliance history, develop MS4 Compliance Plan and Conduct IDDE inspections;
- Planning Board Review Oversight: work with Deputy Town Engineer and Town Planner to establish SEQRA scope; review Deputy Town Engineer comments;

review bond and escrow recommendations; conduct site visits as required during review stage.

Capital Projects: The Parties hereby agree that all capital project work shall be awarded to FOLCHETTI provided that the construction value of the project shall not exceed Three Million (\$3,000,000.00) Dollars of estimated construction cost. Excluded from such award shall be all currently identified retro-fit projects (East of Hudson Projects).

The parties further agree that for capital projects in excess of Three Million Dollars, the parties shall mutually establish a pre-qualified list of Engineering Firms, inclusive of FOLCHETTI, from which Requests For Proposals shall be made. The parties agree to mutually establish a Request For Qualifications for the purpose of establishing an acceptable list of Engineering Firms for capital projects in excess of Three Million Dollars. Thereafter, the TOWN may, in its sole discretion, select an Engineering Firm from said list in accordance with all applicable New York State Laws.

FOLCHETTI agrees to limit all automatic awards from the TOWN to projects involving water, wastewater, stormwater and highway work. FOLCHETTI agrees to provide detailed scoping of all Requests For Proposal to assist the TOWN in its consideration of same.

FOLCHETTI further agrees to cap its design fees to eight (8%) Percent of construction cost for any automatically awarded projects under the within agreement exclusive of SEQRA, Permitting, mapping and subsurface investigations. SEQRA & Permitting will be a direct cost to the TOWN; mapping and subsurface investigations will be at direct billed cost to the Town by the providing third party vendor plus 5% fee to FOLCHETTI. Construction Engineering will be scoped and priced, for approval by the Town Board, at the conclusion of design.

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(Cont.)

SECTION II - COMPENSATION

For basic services to be performed hereunder, TOWN agrees to pay FOLCHETTI a fixed monthly fee of Ten Thousand (\$10,000.00) dollars payable in advance on the first of each month. TOWN shall have the right to increase compensation due under this contract by resolution of the Town Board duly passed without a written amendment to this contract.

SECTION III - EXPENSES

It is understood and agreed that any reasonable expenses incurred by FOLCHETTI and/or J.E.F., P.E. in connection with the duties contemplated in this agreement will either be paid directly by the TOWN or if advanced by FOLCHETTI and/or J.E.F., P.E. will be reimbursed by the TOWN upon review and audit of vouchers submitted by FOLCHETTI and/or J.E.F., P.E. for such reimbursement.

SECTION IV - INDEMNIFICATION

TOWN agrees to indemnify FOLCHETTI and/or J.E.F., P.E. and hold FOLCHETTI and/or J.E.F., P.E. harmless from any and all judgments, losses, costs and expenses and the like, including attorney's fees incurred by reasons of the action or omission of FOLCHETTI and/or J.E.F., P.E. or his agents, servants or employees, in connection with FOLCHETTI's and/or J.E.F.,

P.E.'s provision of services under this agreement except for intentional negligence. Nonetheless, FOLCHETTI and/or J.E.F., P.E. agrees to maintain professional malpractice insurance at all times during this agreement in a minimum amount of One Million and no/hundredths (\$1,000,000.00) dollars.

SECTION V- TERM

The terms of this agreement shall commence on January 1, 2014 and may be terminated by either party by resolution of the Town Board upon no less than thirty (30) days written notice to FOLCHETTI and/or J.E.F., P.E. or by FOLCHETTI and/or J.E.F., P.E. upon 30 days written notice to the Town's Supervisor. The within Agreement shall terminate on December 31, 2015.

SECTION VI- RENEWAL

This contract shall be subject to renewal and/or extension for a period of two additional years by mutual written agreement of the parties prior to the expiration date set forth above.

SECTION VII- FOLCHETTI NOT AN EMPLOYEE

It is further understood and agreed by the TOWN that FOLCHETTI and J.E.F., P.E. shall serve in the capacity of an independent contractor. FOLCHETTI and J.E.F., P.E. agrees not to hold himself out as an officer or employee of the TOWN nor shall he make any claim against the TOWN as an officer or employee thereof for such benefits as Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit or any other benefits accruing to said officers or employees of the TOWN. Nothing contained herein shall be deemed to prohibit the TOWN from providing said benefits if it is legally permissible and if the TOWN elects to do so.

TOWN OF CARMEL

**J. ROBERT FOLCHETTI &
ASSOCIATES, LLC**

By: _____
**KENNETH SCHMITT
SUPERVISOR**

By: _____
**J. ROBERT FOLCHETTI &
ASSOCIATES, LLC**

JOHN E. FOLCHETTI, P.E.

By: _____
JOHN E. FOLCHETTI, P.E.

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“TOWN OF CARMEL VS. ROBERT KISSH, MID-HUDSON WASTE, INC., ALBERT CORBELLI AND CORBELLI LIMITED EQUITY COMPANY, LLC” - SETTLEMENT OF LITIGATION AUTHORIZED

WHEREAS, there is currently pending in the Supreme Court, County of Putnam, State of New York under Index No. 1267/2013, a lawsuit entitled “TOWN OF CARMEL vs. ROBERT KISSH, MID-HUDSON WASTE, INC., ALBERT CORBELLI AND CORBELLI LIMITED EQUITY COMPANY, LLC”, in regard to the permitted uses and activities for the property known and designated as Town of Carmel Tax Map #53.20-1-30; and

WHEREAS a proposed settlement of the litigation has been negotiated by special counsel Joseph A. Charbonneau, Esq., 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 as detailed in the stipulation of settlement attached hereto and made part hereof; and

BE IT FURTHER RESOLVED that Special Counsel Joseph Charbonneau, Esq. and Town Supervisor Kenneth Schmitt are hereby authorized to sign, on behalf of the Town of Carmel, said stipulation of settlement.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

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

At an I.A.S. Part of the Supreme Court of the State of New York, held in and for the County of Putnam, at the Putnam County Courthouse, 20 County Center, Carmel, New York 10512 on the ____ day of March, 2015.

P R E S E N T :

HON. LEWIS L. LUBELL, J.S.C.

-----X

TOWN OF CARMEL,

Index No. 1267/ 2013

Plaintiff,

-against-

STIPULATION OF SETTLEMENT

ROBERT KISSH, Individually, MID-HUDSON WASTE, INC., ALBERT M. CORBELLI, Individually, and CORBELLI LIMITED EQUITY COMPANY, LLC.,

Defendants.

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the parties hereto that the within action be, and hereby is, settled subject to the following terms and conditions:

WHEREAS, the within action was commenced with the filing of An Order to Show Cause and Supporting Affidavits on June 24, 2013; and

WHEREAS, Defendants, Robert Kish, Mid-Hudson Waste, Inc., Albert M. Corbelli and Corbelli Limited Equity Company, LLC, have appeared by counsel herein and consent to the settlement of this matter and to the parties entering into a Stipulation of Settlement;

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(Cont.)

WHEREAS, the parties have negotiated a settlement of the underlying enforcement proceeding filed by the Town of Carmel to enforce the Town's Zoning Code against the defendants who now wish to enter into this Stipulation with the intent that it represents the full, final and complete settlement of this proceeding when "So-ordered" by the Court; and

NOW, THEREFORE, in consideration of the mutual promises and commitments enumerated and detailed herein, the parties agree that this action is settled and discontinued upon the following terms and conditions:

1. The Defendants hereby appear in this action and consent to the jurisdiction of the Court.
2. Defendant Albert M. Corbelli and Corbelli Limited Equity Company, LLC were and still are the owner of a parcel of real property located at 21 Ernest Lane, Mahopac, New York known as Tax Map Nos. Section 53. – Block 1 – Lots 30.
3. Defendant Robert Kissh and Mid-Hudson Waste, Inc. were occupants or tenants of real property located at 21 Ernest Lane, Mahopac, New York known as Tax Map Nos. Section 53. – Block 1 – Lots 30.
4. Defendants Robert Kissh and Mid-Hudson Waste, Inc. shall vacate the premises prior to the execution of the within Stipulation. Further, defendants Kissh and Mid-Hudson Waste, Inc. shall be prohibited from occupying said premises in the future without receiving prior approval from either the Town of Carmel Building Inspector or the Town of Carmel Planning Board.
5. Any use of the premises for the purpose of storing garbage trucks, commercial waste roll-off containers or any other items associated with the operation of

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a commercial garbage facility and its accessory uses shall be discontinued prior to the execution of the within Stipulation.

6. Defendants Albert M. Corbelli and Corbelli Limited Equity Company, LLC agree to limit the size of the existing parking area located on the premises to 200 feet by 275 feet as per the July 10, 1991 Town of Carmel Zoning Board of Appeals Decision and Order. Defendants Albert M. Corbelli and Corbelli Limited Equity Company, LLC further agree to abide by the express terms and conditions of the aforementioned Town of Carmel ZBA Decision and Order.

7. Defendants Albert M. Corbelli and Corbelli Limited Equity Company, LLC agree to obtain site plan approval for any future uses of the premises that are not in conformity with the July 10, 1991 Town of Carmel Zoning Board of Appeals Decision and Order.

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(Cont.)

8. Defendants agree that the premises shall not be used for the storage of or collection of and transfer of waste including household garbage, scrap metal, construction and demolition material or other debris.

9. Defendants shall remove the tent structure located on the premises within thirty (30) days from the date of the within Stipulation, provided, however, defendant may attempt to legalize the structure by submitting an application before either the Town's Planning Board or Zoning Board of Appeals, within thirty (30) days from the within Stipulation, and the parties agree to be bound by the Decision rendered therein.

10. Defendants shall remove the storage shed structure located on the premises within thirty (30) days from the date of the within Stipulation, provided, however, defendant may attempt to legalize the structure by submitting an application

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before either the Town's Planning Board or Zoning Board of Appeals, within thirty (30) days from the within Stipulation, and the parties agree to be bound by the Decision rendered therein.

11. Any existing uses located on the subject premises presently operating without a valid Certificate of Occupancy, must, at the time of the execution of the within Stipulation, within thirty (30) days from the date hereof, make application for a Certificate of Occupancy pursuant to Carmel Town Code §59-10A(4). In the event that the Town denies the issuance of a Certificate of Occupancy for such use, said use and occupancy must be discontinued within thirty (30) days of the denial subject to applicant's right to appeal.

12. In the event that the defendants fail to abide by the terms and conditions herein set forth, the parties agree that the Court shall retain jurisdiction for any enforcement proceeding or Contempt proceeding arising out of the within Stipulation.

13. The parties consent to the continuing jurisdiction of the Court with respect to governance and enforcement of this Stipulation.

14. This Stipulation may be signed separately and in counterparts, all of which when taken together shall constitute one and the same, and a facsimile copy shall be treated as an original.

Dated: Brewster, New York
March __, 2015

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(Cont.)

For Defendants Albert M. Corbelli and Corbelli Limited Equity Company, LLC :

By: _____
Albert M. Corbelli, Individually

By: _____
Albert M. Corbelli, Member
Corbelli Limited Equity Company, LLC

For Defendants Robert Kissh and Mid-Hudson Waste, Inc.

By: _____
Robert Kissh, Individually

By: _____
Robert Kissh, President
Mid-Hudson Waste, Inc.

JOSEPH J. FONSECA, ESQ.
Attorney for Defendants

By: _____
Joseph J. Fonseca, Esq.

For Town of Carmel:

By: _____
Hon. Kenneth Schmitt, Supervisor
Town of Carmel

JOSEPH A. CHARBONNEAU, ESQ.
Attorney for Plaintiff Town of Carmel
3 Starr Ridge Road, Suite 203
Brewster, New York 10509
(845) 279-5445

By: _____
Joseph A. Charbonneau, Esq.

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TOWN BOARD MEETING

RESOLUTION AMENDING TOWN OF CARMEL EMPLOYEE HANDBOOK - TABLED

RESOLVED THAT the Town Board of the Town of Carmel hereby amends Sections 802, 803 and 804 of the Town of Carmel Employee Handbook, entitled "Vacation Leave", "Sick Leave" and "Personal Leave" respectively, said amendments being in form as attached hereto and made a part hereof.

MOTION TO TABLE

Offered by: Councilman Schneider
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>

802 Vacation Leave

☒ Work Session 3/11/15

#16

☐ Agenda

Eligibility - A full-time employee is eligible for paid vacation leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

Allowance - A full-time employee will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation Leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited. Vacation leave will be credited on the employee's anniversary date of hire.

- A full time employee who completes one year of continuous service will receive two weeks of paid vacation leave
- A full time employee who completes three years of continuous service will receive three weeks of paid vacation leave
- A full time employee who completes five years of continuous service will receive four weeks of paid vacation leave
- A full time employee who completes ten years of continuous service will receive five weeks of paid vacation leave

Continuous Service - Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

Scheduling - In order to plan for staffing needs, vacation requests must be submitted by the end of April each year. Town Hall employees should submit vacation requests to the Town Supervisor; all others should submit vacation requests to the applicable Department Head. The Town Supervisor or Department Head will have total discretion in the approval of vacation leave. Vacation leave credits may not be used in increments of less than one day hour. (Amended March 11, 2015)

Accumulation - With approval by the Town Supervisor or Town Board, an employee may accumulate a maximum of five days of vacation leave credits for carry over to the following year.

Holiday During Scheduled Vacation - In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

**MARCH 18, 2015
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(Cont.)

Separation of Employment - An employee who resigns, retires or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the Town will pay an employee's designated beneficiary for any unused vacation leave.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Vacation Leave provisions set forth immediately above and should refer to the applicable collective bargaining agreement. The Supervisors in the Police Department that are non-unionized will receive benefits at least at the minimum of the negotiated Police Contract. **(Amended November 20, 2013)**

803 Sick Leave

Eligibility - A full-time employee is eligible for paid sick leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid sick leave.

Allowance - A newly hired employee will be credited with one and one-quarter days of paid sick leave on the first day of each month during the initial calendar year of employment. Thereafter, a full-time employee will be credited with fifteen days of paid sick leave each January 1. An employee may take sick leave only after it has been credited.

Family Sick Leave - An employee may use up to five days of sick leave credits annually for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the employee's accumulated sick leave credits. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including step-child and foster child.

Accrual During Leaves of Absence - An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

Proper Use of Sick Leave - Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work. Sick leave credits may not be used in increments of less than one-half day hour. **(Amended March 11, 2015)**

Abuse of Sick Leave - An employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation, will be subject to disciplinary action.

Accumulation - An employee may accumulate sick leave credits to a maximum of two hundred days, in accordance with current CSEA contract or negotiations otherwise.

804 Personal Leave

Eligibility - A full-time employee is eligible for paid personal leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid personal leave.

Allowance - A new employee will be credited with three days of paid personal leave upon hire. Thereafter, the employee will be credited with three days of paid personal leave on each subsequent January 1. An employee may take personal leave only after it has been credited.

Proper Use of Personal Leave - An employee may use personal leave credits to conduct personal business which cannot be conducted outside of normal working hours, non-emergency medical and dental appointments, and for personal emergencies. In no event may personal leave credits be used on the scheduled workday immediately prior to or following a holiday or vacation; in lieu of sick leave or other leaves of absences, except to extend bereavement leave. Personal leave credits may not be used in increments of less than one-half day hour. **(Amended March 11, 2015)**

Scheduling - An employee must receive prior approval from the employee's Department Head to take personal leave. The Department Head will have total discretion in the approval of personal leave.

Accumulation - With approval by the Town Supervisor or Town Board, an employee may accumulate a maximum of three days of personal leave credits for carry over to the following year.

Separation of Employment - An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused personal leave.

(Cont.)

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Personal Leave provisions set forth immediately above, **except** for Proper Use of Personal Leave and Scheduling, and should refer to the applicable collective bargaining agreement. The Supervisors in the Police Department that are non-unionized will receive benefits at least at the minimum of the negotiated Police Contract. *(Amended November 20, 2013)*

Supervisor Schmitt stated that the Resolution Amending the Town of Carmel Employee Handbook is being tabled at this time to permit further discussion regarding the matter.

LAKE SECOR PARK DISTRICT - PROPOSAL ACCEPTED AND ENTRY INTO CONTRACT FOR HYDRO-RAKING SERVICES AUTHORIZED - AQUATIC TECHNOLOGIES - NOT EXCEED \$5,400.00

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Lake Secor Park District, hereby authorizes acceptance of proposal and entry into contract for annual hydro-raking services at Lake Secor with Aquatic Technologies, Branchville, NJ, at a cost not exceed \$5,400.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect the authorization upon the terms authorized herein.

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>

ATTENDANCE AT CONFERENCE AUTHORIZED - PLANNING BOARD MEMBER CARL STONE, ZONING BOARD OF APPEALS MEMBERS JOHN MAXWELL AND MARK DITOMASO - 3/19/15

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Planning Board Member Carl Stone as well as Zoning Board of Appeals members John Maxwell and Mark DiTomaso to attend the 2015 Land Use Training Institute Seminar sponsored by the Westchester Municipal Planning Federation to take place on March 19, 2015; and

BE IT FURTHER RESOLVED that the cost of registration and other necessary expenses be advanced or reimbursed by the Town Comptroller's Office upon audit and approval.

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>

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LAKE CASSE PARK DISTRICT - PROPOSAL ACCEPTED AND ENTRY INTO CONTRACT FOR IMPROVEMENTS AT CLUBHOUSE AUTHORIZED - W&K GENERAL CONTRACTING - NOT TO EXCEED \$27,450.00

RESOLVED THAT the Town Board of the Town of Carmel, as Commissioners of Lake Casse Park District, hereby authorizes acceptance of proposal and entry into contract for the installation of siding, doors, fascia and gutters at the Lake Casse Clubhouse with W&K General Contracting, Cortlandt Manor, NY, in accordance with the proposal dated January 21, 2015 at a cost not to exceed \$27,450.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect the authorization upon the terms authorized herein.

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>

CARMEL WATER DISTRICT #2 - PURCHASE AND INSTALLATION OF INTAKE PIT PUMP AUTHORIZED - SEVERN TRENT ENVIRONMENTAL SERVICES - NOT TO EXCEED \$10,750.00

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby authorizes the purchase and installation of an intake pump at Lake Gleneida by CWD #2 operator Severn Trent Environmental Services at a cost not to exceed \$10,750.00.

Resolution

Offered by: Councilman Schneider
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>

CARMEL WATER DISTRICT #8 - PROPOSAL ACCEPTED AND ENTRY INTO CONTRACT AUTHORIZED FOR REPAIRS TO WATER TREATMENT FILTER PLANT - BEE & JAY PLUMBING - NOT TO EXCEED \$36,900.00

WHEREAS, the Carmel Water District #8 Water Treatment Filter Plant provides water to the residents and users of Carmel Water District #8, Carmel Water District #10, Carmel Water District #13 and Carmel Water District #1; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has advised the Town Board that the filter plant tanks at CWD #8 are in need of immediate repair; and

WHEREAS, the Town Engineer has further advised the Town Board that the needed and proposed repairs are unique in nature, requiring a significant amount of professional and technical expertise and coordination, and as such would be exempt from the competitive bidding requirements of the New York General Municipal Law;

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(Cont.)

NOW THEREFORE BE IT RESOLVED THAT the Town Board of the Town of Carmel, acting as commissioners of Carmel Water Districts #1, #8, #10 and #13, hereby authorizes acceptance of proposal for the aforementioned repairs with Bee & Jay Plumbing, Mahopac, NY in accordance with the proposal dated February 19, 2015 at a cost not to exceed \$36,900.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary contract documentation to effect the authorization upon the terms authorized herein; and

B IT FURTHER RESOLVED that the costs of the repairs authorized herein shall be proportionately allocated to the respective water districts serviced by the CWD #8 Filter Plant.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

<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	

DEPARTMENT OF RECREATION AND PARKS - PROPOSAL ACCEPTED FOR OPERATION OF SYCAMORE PARK CONCESSION STAND - CARMEL BAGEL DELI...LICIOUS - 3/21/15 TO 3/20/18 - ANNUAL FEES OF \$3,500

WHEREAS the Director Of Recreation and Parks, James R. Gilchrist, has forwarded a memo to the Town Board, dated March 3, 2015 detailing the competitive proposals received by the Town of Carmel for operation of the concession stand at Sycamore Park; and

WHEREAS, the aforesaid memo recommends the acceptance of the proposal of Carmel Bagel Deli...licious and the entry into an agreement for a period of three (3) years for the operation of the Sycamore Park concession stand,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the entry into a concession agreement with Carmel Bagel Deli...Licious of Carmel, NY, to operate the concession stand at Sycamore Park for the three year period of March 21, 2015 to March 20, 2018 at annual fees of \$3,500 per year; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form as approved by the Town Counsel, the Town Supervisor is authorized to sign the Concession Agreement, in form as attached hereto.

Resolution
Offered by: Councilman Lupinacci
Seconded by: Councilwoman McDonough

<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	

**MARCH 18, 2015
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(Cont.)

CONCESSION AGREEMENT

THIS LICENSE AGREEMENT, entered into this 21st day of March, 2015, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town") and Carmel Bagel Inc., having an address at 126 Route 52, Carmel, New York, 10512 (herein "VENDOR").

WHEREAS, Sycamore Park, including the concession facility located thereat, is a town park facility under the jurisdiction and control of the Town of Carmel (hereinafter, the "Park"); and

WHEREAS, VENDOR has requested a license from the Town of Carmel to operate a concession stand/snack bar at the Park for the 2015/2018 season (March 21, 2015 to March 20, 2018), which will be open to the public during hours of Park operation; and

WHEREAS, the Town Board of the Town of Carmel has duly authorized such use subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **LICENSE**: The Town hereby gives and grants to VENDOR, and VENDOR hereby accepts from the Town, a revocable license to operate a concession stand/snack bar at the Park, in a location specifically designated by the Director of Recreation and Parks for such use, and no other area of Park, during hours of Park operation.
2. **TERM**: This agreement shall commence on March 21, 2015 and shall terminate on March 20, 2018.
3. **TERMINATION**: The Town may terminate this Agreement by delivery, by mail, or personal service, to VENDOR at its address stated hereinabove a notice of the Town's intention to terminate the said revocable license three (3) days after the delivery of said notice.
4. **FEES AND COMPENSATION**: In consideration for the granting of said 3 year license, VENDOR will pay the Town of Carmel a fee of: 1) \$3,500.00 for the first year of the contract of which \$1,750.00 is to be paid at contract signing and the remaining \$1,750.00 to be paid September 22, 2015; 2) \$3,500.00 for the second year of the contract of which \$1,750.00 is payable March 22, 2016 and the remaining \$1,750.00 to be paid September 22, 2016; and 3) \$3,500.00 for the third year of the contract of which \$1,750.00 is payable March 22, 2017 and \$1,750.00 payable September 22, 2017. It is understood that the fee charged takes into consideration the collateral and intangible benefit derived by the Town and its residents by the operation of a concession stand/snack bar at the Park.
5. **HEALTH DEPARTMENT PERMIT**: VENDOR must obtain any and all permits required by the New York State Department of Health and Putnam County Department of Health.
6. **INDEMNIFICATION**: It is expressly understood that the Town of Carmel will assume no responsibility for or in relation to the operation of the concession stand/snack bar at the Park. VENDOR agrees to protect, defend, indemnify and save harmless the Town, its officers, employees and agents from any and all suits, actions or causes of action of every name and description brought against the Town for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of VENDOR, its officers, members or agents. VENDOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
7. **INSURANCE**: VENDOR shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the Town and VENDOR from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of one million dollars (\$1,000,000.00) for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability. The Town shall be named as an additional insured on all such policies.

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(Cont.)

8. LITTER AND DEBRIS: VENDOR, its officers and agents, agree that the concession stand/snack bar and surrounding outside area shall at all times be kept free from litter and debris, and that at the end of each day, VENDOR will ensure that all litter and debris generated thereby will be cleaned up and placed in trash receptacles.
9. DAMAGE: VENDOR agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or omissions of VENDOR, its officers and/or agents.
10. NATURE OF LICENSE: The Revocable license granted herein is not a conveyance of real property, is not intended to grant or convey to VENDOR the exclusive use of the concession stand/snack bar, and is granted subject to the rights of the Town and the public, which the Town hereby reserves, to use and enjoy the Park in any manner that does not unreasonably interfere with the right herein granted to VENDOR. VENDOR, its officers, members and agents, shall make every reasonable effort not to interfere with the use of the Park facilities, not reserved to VENDOR under this license, by the general public.
11. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
12. CONTROLLING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this agreement shall be venued in Putnam County, New York.
13. COUNTERPART ORIGINALS: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

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

TOWN OF CARMEL

CARMEL BAGEL INC.

Date
(Signature)

Date
(Signature)

Kenneth Schmitt
Town Supervisor

Kevin Stenger, President

ENTRY INTO LICENSE AGREEMENT WITH CARMEL UNITED SOCCER FOR USE OF CAMARDA PARK – AUTHORIZED AMENDED 4/1/15

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into a license agreement with Carmel United Soccer for the use of Camarda Park period of three(3) years, in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is authorized to execute such agreement.

Resolution

Offered by: Councilwoman McDonough
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>

**MARCH 18, 2015
TOWN BOARD MEETING**

(Cont.)

LICENSE AGREEMENT BETWEEN CARMEL UNITED SOCCER
AND
THE TOWN OF CARMEL

THIS LICENSE AGREEMENT, entered into this 1st day of January 2015, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town") and Carmel United Soccer, a registered 501(c)(3) non-profit corporation organized and existing under and by virtue of the laws of New York with its business address at P.O. Box 322, Patterson, New York 12563. ("Club"); and

WHEREAS, the CLUB has requested a license agreement from the Town of Carmel to use the meadow at Paul A. Camarda Park in the Hamlet of Carmel for CLUB soccer games and practices;

WHEREAS, the Town of Carmel has duly authorized such use subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby agree as follows:

FIRST: The TOWN hereby gives and grants to the CLUB the use of the meadow at Paul A. Camarda Park for programs conducted by the CLUB for recreational purposes as follows:

1. From April 1st through June 30th of each calendar year:
 - a. Every Wednesday and Friday from 5:00 p.m. until dusk
 - b. Every Sunday from 12:00 p.m. until dusk
2. From September 1st through November 30th of each calendar year:
 - a. Every Tuesday, Wednesday, Thursday and Friday from 5:00 p.m. until dusk
 - b. Every Sunday from 12:00 p.m. until dusk

In the event the CLUB fails to utilize the meadow during the above times, the TOWN reserves the right to allow others to use said meadow. The CLUB's program shall be conducted by and remain under the direct supervision and control of the CLUB, its contractors, agents, servants, and employees.

SECOND: This agreement shall be effective for a 4 year period commencing on January 1, 2015 and ending December 30, 2018, to be renewed on a yearly basis. This agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The Town may terminate this agreement by delivery, by mail or personal service, to the CLUB at its address stated hereinabove a notice of the Town's intention to terminate the said revocable license three (3) days after the delivery of said notice.

THIRD: For the use of said facility, the CLUB agrees to provide up to \$3,000.00 per year to maintain the field surface at Paul A. Camarda Park as follows:

1. Provide professional landscaping and maintenance of the field surface to include:
 - a) aeration, b) overseeding, c) fertilization, d) lime,
 - e) frequency of applications to be determined by cost of said services
2. Lay out the fields and maintain the lines
3. Maintain soccer goals and nets

It is specifically agreed that the improvements contemplated in this article shall become the property of the Town of Carmel upon installation, as well as any other improvements made by the CLUB to Paul A. Camarda Park during the term of this agreement.

FOURTH: The CLUB shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the TOWN and the CLUB from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this agreement, and the amounts of such insurance shall be as follows:

A single limit policy in the amount of two million dollars (\$2,000,000.00) for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability. The Town of Carmel shall be named as an additional insured on all such policies.

FIFTH: The CLUB hereby agrees to protect, defend, indemnify, and save harmless the TOWN, its officers and employees from any and all claims, suits or actions for injury or damage to person(s) or property that may arise by reason of the CLUB's use of this facility. The CLUB further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. The CLUB, its contractors, agents, servants, employees, patrons and invitees use this facility at their own risk. The CLUB shall be wholly responsible for the supervision, safety, and well-being of all participants at all times.

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(Cont.)

SIXTH: The parties hereby agree and acknowledge that the Town of Carmel bears no liability or responsibility for the administration, organization of the programs, games, tournaments and activities which the CLUB may organize on the TOWN's facilities pursuant to this license agreement.

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

TOWN OF CARMEL
By:

CARMEL UNITED SOCCER
By:

Kenneth Schmitt, Town Supervisor

Ed Kerrigan, President

Date: _____

Date: _____

**ENTRY INTO LICENSE AGREEMENT WITH CARMEL RAMS YOUTH LACROSSE
FOR USE OF CAMARDA PARK - AUTHORIZED**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into a current license agreement with Carmel Rams Youth Lacrosse for the use of Camarda Park for a period of four (4) years, in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is authorized to execute such agreement.

Resolution

Offered by: Councilman Schneider
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>

**LICENSE AGREEMENT BETWEEN CARMEL RAMS YOUTH LACROSSE
AND
THE TOWN OF CARMEL**

THIS LICENSE AGREEMENT, entered into this 1st day of January 2015, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town") and Carmel Rams Youth Lacrosse, with its business address at P.O. Box 537, Carmel, New York 10512. ("Club"); and

WHEREAS, the CLUB has requested a license agreement from the Town of Carmel to use the meadow at Paul A. Camarda Park in the Hamlet of Carmel for lacrosse games and practices;

WHEREAS, the Town of Carmel has duly authorized such use subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby agree as follows:

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)

FIRST: The TOWN hereby gives and grants to the CLUB the use of the meadow at Paul A. Camarda Park for programs conducted by the CLUB for recreational purposes as follows:

1. From the 3rd week of March through the end of July of each calendar year:
 - a. Every Monday, Tuesday and Thursday from 5:00 p.m. until dusk
 - b. Every Saturday from 9:00 a.m. until 2:00 p.m.
 - c. Every Sunday from 10:00 a.m. until 12:00 p.m.
2. From August through the end of November of each calendar year:
 - a. Every Monday from 5:00 p.m. until dusk
 - b. Every Saturday from 9:00 a.m. until 1:00 p.m.
 - c. Every Sunday from 10:00 a.m. until 12:00 p.m.

In the event the CLUB fails to utilize the meadow during the above times, the TOWN reserves the right to allow others to use said meadow. The CLUB's program shall be conducted by and remain under the direct supervision and control of the CLUB, its contractors, agents, servants, and employees.

SECOND: This agreement shall be effective for a 4 year period commencing on January 1, 2015 and ending December 30, 2018, to be renewed on a yearly basis. This agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The Town may terminate this agreement by delivery, by mail or personal service, to the CLUB at its address stated hereinabove a notice of the Town's intention to terminate the said revocable license three (3) days after the delivery of said notice.

THIRD: For the use of said facility, the CLUB agrees to make the following improvements to Paul A. Camarda Park:

1. Install approximately 100 feet of 10 foot high safety netting that will run between the basketball courts and the lacrosse/soccer field.
2. Attach 135 feet of 6 foot high safety netting along parking lot and 175 feet of 6 foot high safety fencing along the roadside of field to the existing fencing.

It is specifically agreed that the improvements contemplated in this article shall become the property of the Town of Carmel upon installation, as well as any other improvements made by the CLUB to Paul A. Camarda Park during the term of this agreement.

FOURTH: The CLUB shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the TOWN and the CLUB from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of two million dollars (\$2,000,000.00) for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability. The Town of Carmel shall be named as an additional insured on all such policies.

FIFTH: The CLUB hereby agrees to protect, defend, indemnify, and save harmless the TOWN, its officers and employees from any and all claims, suits or actions for injury or damage to person(s) or property that may arise by reason of the CLUB's use of this facility. The CLUB further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all costs and expenses relate thereto, even if it (claims, etc.) is groundless, false, or fraudulent. The CLUB, its contractors, agents, servants, employees, patrons and invitees use this facility at their own risk. The CLUB shall be wholly responsible for the supervision, safety, and well-being of all participants at all times.

SIXTH: The parties hereby agree and acknowledge that the Town of Carmel bears no liability or responsibility for the administration, organization of the programs, games, tournaments and activities which the CLUB may organize on the TOWN's facilities pursuant to this license agreement.

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

TOWN OF CARMEL
By:

CARMEL RAMS YOUTH LACROSSE
By:

Kenneth Schmitt, Town Supervisor

Eric Aabel, President

Date: _____

Date: _____

MARCH 18, 2015
TOWN BOARD MEETING

CONTRACT FOR LANDSCAPING/GRASS CUTTING FOR TOWN PARKS - TERM EXTENDED - PAT SCANLAN LANDSCAPING

WHEREAS the Town Board of the Town of Carmel has previously awarded the contract for performance of for landscaping/grass cutting services at various Town of Carmel Town Parks to, New City, NY, and

WHEREAS, Director of Recreation and Parks has recommended that the Town Board exercise its right to extend the contract pursuant to its terms for a period of one (1) year at this time;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby exercises its right to extend the existing contract with Pat Scanlan Landscaping, New City, NY for a period of one (1) year with to Pat Scanlan Landscaping, New City, NY, at an annual contract price of \$30,750.00; and

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

Resolution

Offered by: Councilman Lombardi
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>

LAKE CASSE PARK DISTRICT ADVISORY BOARD APPOINTMENT MADE - AMANDA GUSZACK - RETROACTIVE TO 3/4/15 AND EXPIRING ON 12/31/15

RESOLVED that the Town Board of the Town of Carmel hereby appoints Amanda Guszack to the Town of Carmel Lake Casse Park District Advisory Board for a term commencing retroactive to March 4, 2015 and expiring December 31, 2015.

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>

Supervisor Schmitt acknowledged Ms. Guszack for her service to the Lake Casse Park District.

LAKE CASSE PARK DISTRICT - MAILING OF MARCH 2015 NEWSLETTER AUTHORIZED

RESOLVED that the Town Board, acting as the Commissioners of the Lake Casse Park District, hereby authorizes the mailing to all properties within the district of the March 2015 newsletter prepared by the Lake Casse Park District Advisory Committee and that the cost thereof be charged as a district expense.

**MARCH 18, 2015
TOWN BOARD MEETING**

(Cont.)

ResolutionOffered by: Councilwoman McDonoughSeconded 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>

ATTENDANCE AT CONFERENCE AUTHORIZED - TOWN HISTORIAN, MERRI MACDONALD - 4/9/15 - 4/12/15

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Historian, Merri MacDonald to Attend the Association of Public Historians Conference in Corning, NY on April 9 -12, 2015; and

BE IT FURTHER RESOLVED that the cost of registration and other necessary expenses be advanced or reimbursed by the Town Comptroller's Office upon audit and approval.

ResolutionOffered by: Councilman SchneiderSeconded 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>

STANDARD PLANNING AND ZONING BOARD OF APPEALS APPLICATION FORMS - ADOPTED

RESOLVED, that the Town Board of the Town of Carmel hereby adopts the official Planning Board Application Form and Zoning Board of Appeals application forms, in the content and format as attached hereto and made a part hereof for the express purpose of their use in all Planning Board and Zoning Board of Appeals application submissions.

ResolutionOffered by: Councilman LombardiSeconded 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 Hall, Town of Carmel
60 McAlpin Ave.,
Mahopac, N.Y. 10541
(845) 628-1500

Application Date: _____, 20____

Applicant is: (circle one) (Owner) (Lessee) (Contract Vendee) [Attach deed, contract of sale or lease agreement]

Previous reports regarding the subject premises		
DATE	REQUEST	RESULTS

The owner shall submit with this application supporting materials including plans, elevations, landscaping diagrams, traffic circulation diagrams, neighborhood land use maps, property survey, photographs of property and any other materials that will assist the Board to understand the request. List attachments here:

I, the applicant, am seeking permission to:

CODE REQUIRES	PROVIDED	VARIANCE REQUIRED

The undersigned petitioner, being duly sworn, deposes and says that (he) (she) has read the foregoing petition and knows the content thereof, and that the same is true to (his) (her) knowledge except as to the matters therein stated to be on information and belief, and as to those matters (he) (she) believes to be true.

Notary Public

Petitioner _____ Date _____



Town Hall, Town of Carmel
60 McAlpin Ave.,
Mahopac, N.Y. 10541
(845) 628-1500

In the matter of: _____
(Variance Request)

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)

To whom it may concern:

This letter is to authorize _____

a/an (check one) Attorney _____ Engineer _____ Architect _____ Other _____ (_____)

to apply for the required variance(s) on the above noted property and to sign all necessary papers and make all necessary representations on my behalf in connection with the above-mentioned matter.

Countersigned: _____
(Representative)

(Print Name)

Signed: _____
(Owner of Property)

(Print Name)

Mailing Address: _____


State: _____ Zip: _____

Telephone # _____

Date: _____

E-mail: _____

NOTE: The willful submission of false or inaccurate information on this application may result in the dismissal of the application, or the revocation of any action taken on the application, or both.



ZONING BOARD OF APPEALS
TOWN OF CARMEL
PUTNAM COUNTY

Town Hall, Town of Carmel
60 McAlpin Ave.,
Mahopac, N.Y. 10541
(845) 628-1500

ZONING BOARD OF APPEALS
CHECKLIST

FOR OFFICE USE ONLY (DO NOT WRITE BELOW THIS LINE):

Date Received _____

Date of First Hearing _____

Date of Second Hearing _____

Date of Subsequent Hearing(s) _____

Action: Application Approved _____ Application Rejected _____

Fees Amount Paid (YES) (NO)

Area Variance \$200.00

Use Variance \$400.00

Interpretation \$400.00

280A Variance \$400.00

Notice Sign Fee \$25.00 (PER SIGN)

Labels for Adjoiners \$25.00

TOTAL PAID: \$ _____

CHECK # _____ DATE: _____

Plans Submitted: (YES) (NO)
Survey Submitted: (YES) (NO)

RECEIVED BY: _____ DATE: _____



Town Hall, Town of Carmel
60 McAlpin Ave.,
Mahopac, N.Y. 10541
(845) 628-1500

*NOTE: The willful submission of false or inaccurate information on this application may result in the dismissal of the application, or the revocation of any action taken on the application, or both.



Town Hall, Town of Carmel
60 McAlpin Ave.,
Mahopac, N.Y. 10541
(845) 628-1500

[illegible]

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)



ZONING BOARD OF APPEALS
TOWN OF CARMEL
PUTNAM COUNTY

Town Hall, Town of Carmel
60 McAlpin Ave.,
Mahopac, N.Y. 10541
(845) 628-1500

AFFIDAVIT FOR INSTALLATION OF NOTIFICATION SIGN(S)

STATE OF NEW YORK)
ss:
COUNTY OF PUTNAM)

I, the undersigned, being duly sworn, depose and say:

1. That my name is _____ and that I am the applicant for the project
_____, at the premises located at _____
_____, in the Town of Carmel, County of Putnam, State of New York.
2. That the Tax Map identification of the property which I/we own is TM # _____
3. That I am aware of and acknowledge the fact that under Town of Carmel Local Law 3 of 2012, I am responsible to post and maintain one or more notification signs as required by code on the above mentioned property.
4. I hereby swear the signs have been posted and will be maintained.
5. This affidavit is given pursuant to the Town Code of the Town of Carmel for the purpose of allowing the Planning Board and/or Zoning Board of Appeals to hear an application for approval.
6. I make this affidavit with full knowledge of the act that offering a false instrument for filing is a violation of the Penal Law of the State of New York which is classified as either a Class A misdemeanor or a Class E felony, depending upon the circumstances.

DATE: _____, 20____

SIGNATURE

STATE OF NEW YORK)
ss: COUNTY
OF PUTNAM)

On this _____ day of _____, 2____, before me personally appeared

_____ of _____

who did duly swear to the truth of the statements contained herein.

NOTARY PUBLIC



**TOWN OF CARMEL
SUBDIVISION
APPLICATION
INSTRUCTIONS**



The Town of Carmel Planning Board meetings are held twice a month, on the second and fourth Wednesday's, at 7:00 PM at Carmel Town Hall, 60 McAlpin Avenue, Carmel

The submission deadline is 10 days prior to the Planning Board meeting. New subdivision applications that have been deemed complete will be placed on the agenda in the order they are received.

Pre-Submission:

Prior to the formal submission of the subdivision, a pre-submission conference may be requested by the applicant to be conducted with representatives from the Town, which may include the Town Planner, Town Engineer, Director of Code Enforcement, Planning Board Attorney. This conference will serve to educate the applicant on the process he/she must follow, clarify the information required to submit a complete subdivision application, and to highlight any specific areas of concern. You may arrange a pre-submission conference through the Planning Board Secretary at (845) 628-1500.

**MARCH 18, 2015
TOWN BOARD MEETING**

(Cont.)

Submission Requirements:

At least 10 days prior to the Planning Board meeting, the subdivision application shall be submitted to the Planning Board Secretary as follows:

All subdivisions shall be signed, sealed and folded with the title box legible. The application package shall include:

- ☐ 11 copies of the Subdivision Application Form signed and notarized.
- ☐ 11 copies of the SEQR Environmental Assessment Form (use of short form or long form shall be determined at pre-submission conference).
- ☐ 5 full size sets of the Subdivision Plan
- ☐ 1 CD (in pdf. format) containing an electronic version of the Subdivision Plan
- ☐ 2 copies of the Disclosure Statement
- ☐ 11 copies of the Subdivision Completeness Certification Form
- ☐ All supplemental studies, reports, plans and renderings.
- ☐ 2 copies of the current deed.
- ☐ 2 copies of all easements, covenants and restrictions.
- ☐ The appropriate fee, determined from the attached fee schedule. Make checks payable to the *Town of Carmel*.

Planning Board Secretary; Date

Town Engineer; Date

1 of 6

TOWN OF CARMEL SUBDIVISION APPLICATION INSTRUCTIONS

Applications determined to be incomplete with respect to §131 10-14 of the Town of Carmel Subdivision Regulations, **will not be placed on the Planning Board agenda.** No subdivision will be considered for approval without first being certified as complete.

Subdivision Requirements:

Subdivisions shall be prepared in conformance with §131 11-14 of the Town of Carmel Subdivision Regulations and unless specifically waived during the pre-submission conference, shall include the following:

General Requirements:

1. Key map at a scale of one inch equals 800 feet, showing the relation of the portion to be subdivided to the entire tract and the relation of the entire tract to its neighborhood for at least 1,000 feet beyond its boundaries.
2. Title block, including title of map; name of subdivision; name, address, seal and signature of professional engineer or land surveyor preparing the plat; written scale; date of original and all revisions.
3. A legend, including, names of all adjacent landowners and those within 500 feet of any property line; zoning district the site is located in with the requirements of said zone compared to the proposed standards, as well as the abutting zones in the subdivision; Tax Map, block and lot number of the tract to be subdivided as shown on the latest Tax Map; names and addresses of owner and subdivider, so designated; North point and graphic scale.
4. Location and identification of all zoning district boundaries.
5. Identification of all maps filed in the County Clerk's office affecting properties within 500 feet of the lot to be subdivided.

Sketch Plan Requirements:

1. All items noted in § 131-11.
2. Proposed subdivision layout at a scale of not less than one inch equals 100 feet.
3. All proposed lot lines, dimensions in feet and the areas of all lots in square feet and identifying numbers for each lot.
4. The location of existing and proposed setback lines, streets within 200 feet of the subdivision, buildings, watercourses, railroads and bridges, culverts, drainpipes and any natural features, such as wooded areas and rock formations.
5. Location and size of areas proposed to be reserved for recreation/open space.

**MARCH 18, 2015
TOWN BOARD MEETING**

(Cont.)

Preliminary Plat Requirements:

1. All items noted in § 131-11.
2. Proposed subdivision layout of a scale of not less than one inch equals 100 feet and showing all proposed lot lines, dimensions in feet and the areas of all lots in square feet, identifying numbers of all lots and the

2 of 6

TOWN OF CARMEL SUBDIVISION APPLICATION INSTRUCTIONS

- location of existing and proposed setback lines and recreation/open space.
3. All streets within 200 feet of the subdivision, buildings, including identification of those to be removed, watercourses, railroads and bridges, culverts, drainpipes and any natural features, such as wooded areas, rock formations and officially designated wetlands.
 4. The area included in the subdivision, by area of lots, roads, reservations if any, and total acreage.
 5. The existing and proposed contours (at an interval of not more than two feet), suitably designated to differentiate, with proposed first-floor elevations of the buildings.
 6. Names of existing streets and proposed names of new streets, which shall not duplicate or nearly duplicate names of existing streets.
 7. Preliminary profiles of all proposed roads.
 8. Location, type and size of curbs, sidewalks and bikeways, if any.
 9. For subdivisions of five or more lots, front building elevation sketches and distribution of dissimilar building types on the site to avoid excessive similarity of exterior design.
 10. Plans of proposed utility layouts and all facilities, unsized.
 11. The natural flow of surface drainage (indicated with arrows and the final disposal of surface waters); location of existing and proposed watercourses, culverts, bridges, drainpipes, lakes and ponds, detention or retention ponds; tentative location of storm drain inlets with the drainage areas tributary to each outlined and the area shown.
 12. Existing or proposed covenants or deed restrictions applying to the site and a preliminary draft of homeowners' association documents, if applicable.
 13. Identification and copies of all filed maps affecting the property to be subdivided and all properties within 500 feet thereof.
 14. A stormwater pollution prevention plan (SWPPP) consistent with the requirements of Article X of Chapter 156 of the Code of the Town of Carmel shall be required for preliminary subdivision plat approval. The SWPPP shall meet the performance and design criteria and standards in Article X of Chapter 156. The approved preliminary subdivision plat shall be consistent with the provisions of Article X of Chapter 156.

Final Plat Requirements:

1. All items required in § 131-11.
2. All data required in § 131-13, but dimensions exactly with reference to monuments, bearings, distances in feet, radii, points of curvature and tangency of property lines, lot widths and depths and square feet of each lot.
3. Location of all proposed setback lines on each lot, with corner and irregular-shaped lots identified as to front, side and rear yards.
4. Location of all existing and proposed monuments.
5. All existing streets and streams within the subdivision and within 200 feet of the boundaries thereof, the width of the right-of-way of each

3 of 6

TOWN OF CARMEL SUBDIVISION APPLICATION INSTRUCTIONS

- street and existing public easements and municipal boundaries within 200 feet of the subdivision.
6. All proposed public easements or rights-of-way and the purposes thereof and proposed streets, identifying right-of-way width and names.
 7. All parcels proposed for open space/recreation use, with a statement of the purpose of each.

**MARCH 18, 2015
TOWN BOARD MEETING**

(Cont.)

8. Construction plat, which shall include, in addition to the above: final first-floor elevations of dwellings and outside grades at their corner; proposed curb elevations at all lot corners; all existing structures, including a note indicating those to be removed and yard dimensions of those to remain; plans and profiles and proposed improvements and utility layouts; paving widths and locations, section and profiles; sidewalk widths and locations and sections; road alignment, complete with stations, center line curve data and existing and finished contours of the road and all regraded areas; details of manholes, catch basins, headwalls and any other required structure; locations of all street trees, lights and signs; maximum anticipated extent of the areas of cuts and fills where grade changes are proposed; the natural flow of surface drainage and the final disposal of surface waters; slopes of banks of all watercourses, if defined, and boundaries of floodplains; specifications, locations, profiles and detailed cross sections of the proposed storm drains, including all inlets and size of the drainage area of the streets, including grades and all other improvements.
 - a. All drainage shall be designed in accordance with the United States Soil Conservation Service method. Generally, a drainage system within local roads shall be designed on the basis of a ten-year storm; major roads or collectors, road crossings or stream crossings on the basis of a twenty-five-year storm; and crossings for state or county roads on the basis of a fifty-year storm. Where there exists a prior history of flooding or other storm damage or the potential for such becomes recognized because of the proposed improvements, the Town may require the design be made on the basis of larger storm frequencies up to that of a one-hundred-year storm.
 - b. Stormwater retention facilities shall be incorporated into the design, wherever possible. Regardless of the storm-frequency design, the retention-pond design shall incorporate an outlet structure such that stormwater retention will be affected during any rainfall regardless of the storm-frequency design period. The applicant shall take cognizance of the New York State Department of Environmental Conservation criteria for improvement structures, and designs submitted shall be in conformance with those criteria.
9. Certification by an engineer or surveyor as to the accuracy of details of the plat.
10. Final copy of the homeowners' association documents, if applicable.
11. Deeds for land to be dedicated for road widening, recreation or other

4 of 6

TOWN OF CARMEL SUBDIVISION APPLICATION INSTRUCTIONS

purposes.

12. Erosion control standards. The following minimum erosion control standards and construction standard details, in addition to any other standards or details necessary for the particular project, or as may be required by the Town's Environmental Conservation Board with respect to wetlands shall be stated on the construction plans. (Sketches on erosion control standards are on file in the Town Clerk's office and are available for inspection there during business hours.)
 - a. Road and drainage improvements.
 - i. All topsoil to be stripped from the area being developed shall be stockpiled not less than 200 feet from any body of surface water and shall be immediately seeded with Manhattan rye grass.
 - ii. On all embankment fill slopes, topsoil shall be stripped at least five feet wider than required for the embankment toe of slope. A protective berm of topsoil shall be left in this area, running parallel to the contours for the purpose of restricting drainage runoff. The topsoil berm shall be seeded as required for stockpiles.
 - iii. In addition to the above, further erosion and siltation control measures shall be employed, including but not limited to slit-trench silt traps, staked haybales and brush checkdams, when and where required or ordered.
 - iv. All cut slopes and embankment fills are to be immediately laid back and stabilized as follows:
 1. Grade to finished slopes.

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)

2. Scarified.
3. Topsoiled with not less than four inches of suitable topsoil material.
4. Seeded with Manhattan rye grass. Seed shall be applied at the rate of not less than five pounds per 1,000 square feet.
5. Mulched with not less than one inch and not more than three inches of straw (two tons/acre) and anchored in a suitable manner.
- v. Temporary on-site siltation basins for the immediate control of erosion and siltation are to be provided when and where required or ordered. The length, width and depth of such basins are to be determined in the field in accordance with United States Department of Agriculture Soil Conservation Service practices.
- vi. All erosion control structures are to be maintained in proper functioning order and are to be replaced when required or ordered.
- b. Streams.
 - i. Filter fabric is to be Mirafi 140 as manufactured by the Celanese Corporation or an approved equal.

5 of 6

TOWN OF CARMEL SUBDIVISION APPLICATION INSTRUCTIONS

- ii. All construction activities in or around streams are to be provided with temporary erosion control structures as shown in detail, Silt Fence-Haybale Erosion and Sediment Control Standard Arrangement, located immediately downstream from such activity. These structures are to be in place as shown prior to the start of any upstream construction activity.
- iii. Construction of temporary erosion control structures are to begin with the farthest downstream (the silt fence) and thence proceeding upstream until all four structures are in place.
- iv. After construction, the temporary erosion control structures are to be removed in reverse order with the most upstream structure removed first and thence proceeding downstream to the silt fence. The silt fence is to be removed only after the stream is flowing clear downstream of the fence.
- v. Construction activities are to begin with the farthest downstream work and proceed to activities farthest upstream.
- vi. All temporary erosion control structures are to be left in place, maintained and replaced as needed or ordered until all work upstream therefrom has been completed and all related temporary erosion control structures have been removed.
- vii. All embankments to be graded and seeded immediately upon being laid back.
- c. General.
 - i. Construction equipment shall not unnecessarily cross live streams except by means of bridges and culverts or other approved methods.
 - ii. Whenever feasible, natural vegetation should be retained and protected.
 - iii. Only the smallest practical area of land should be exposed at any one time during development.
 - iv. When land is exposed during development, the exposure shall be kept to the shortest practical period of time.
 - v. The permanent final vegetation and structures shall be installed as soon as practical and as may be directed by the engineer.

A stormwater pollution prevention plan consistent with the requirements of Article X of this chapter and applicable New York State Department of Environmental Conservation (NYSDEC) and New York City Department of Environmental Protection (NYCDEP) shall be required for site plan approval. The SWPPP shall meet the performance and design criteria and standards in Article X of this chapter and applicable NYSDEC and NYCDEP design criteria.

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MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)



TOWN OF CARMEL
**SUBDIVISION COMPLETENESS
CERTIFICATION FORM**



All Subdivisions submitted to the Planning Board for review shall include the following information and details, as set forth in Section 131-11-14 of the Town of Carmel Subdivision Regulations.

This form shall be included with the subdivision submission

Requirement Data		To Be Completed by the Applicant	Waived by the Town
General Requirements			
1	Key map at a scale of one inch equals 800 feet	<input type="checkbox"/>	<input type="checkbox"/>
2	Title block, including title of map; name of subdivision; name, address, seal and signature of professional engineer or land surveyor preparing the plat; written scale; date of original and all revisions.	<input type="checkbox"/>	<input type="checkbox"/>
3	A legend, including, names of all adjacent landowners and those within 500 feet of any property line; zoning district with the requirements of said zone; tax map, block and lot number; names and addresses of owner and subdivider; north point and graphic scale.	<input type="checkbox"/>	<input type="checkbox"/>
4	Location and identification of all zoning district boundaries.	<input type="checkbox"/>	<input type="checkbox"/>
5	Identification of all maps filed in the County Clerk's office affecting properties within 500 feet of the lot to be subdivided.	<input type="checkbox"/>	<input type="checkbox"/>
Sketch Plan Requirements			
1	All General Requirements	<input type="checkbox"/>	<input type="checkbox"/>
2	Proposed subdivision layout at a scale of not less than one inch equals 100 feet.	<input type="checkbox"/>	<input type="checkbox"/>
3	All proposed lot lines, dimensions in feet and the areas of all lots in square feet and identifying numbers for each lot.	<input type="checkbox"/>	<input type="checkbox"/>
4	The location of existing and proposed setback lines, streets within 200 feet of the subdivision, buildings, watercourses, railroads and bridges, culverts, drainpipes and any natural features, such as wooded areas and rock formations.	<input type="checkbox"/>	<input type="checkbox"/>
5	Location and size of areas proposed to be reserved for recreation/open space.	<input type="checkbox"/>	<input type="checkbox"/>

1 of 5



TOWN OF CARMEL
**SUBDIVISION COMPLETENESS
CERTIFICATION FORM**



Requirement Data		To Be Completed by the Applicant	Waived by the Town
Preliminary Plat Requirements			
1	All General and Sketch Plan Requirements	<input type="checkbox"/>	<input type="checkbox"/>
2	The area included in the subdivision, by area of lots, roads, reservations if any, and total acreage.	<input type="checkbox"/>	<input type="checkbox"/>
3	The existing and proposed contours (at an interval of not more than two feet), suitably designated to differentiate, with proposed first-floor elevations of the buildings.	<input type="checkbox"/>	<input type="checkbox"/>
4	Names of existing streets and proposed names of new streets.	<input type="checkbox"/>	<input type="checkbox"/>

(Cont.)

5	Preliminary profiles of all proposed roads.	<input type="checkbox"/>	<input type="checkbox"/>
6	Location, type and size of curbs, sidewalks and bikeways.	<input type="checkbox"/>	<input type="checkbox"/>
7	For subdivisions of five or more lots, front building elevation sketches and distribution of dissimilar building types on the site to avoid excessive similarity of exterior design.	<input type="checkbox"/>	<input type="checkbox"/>
8	Plans of proposed utility layouts and all facilities, unsized.	<input type="checkbox"/>	<input type="checkbox"/>
9	The natural flow of surface drainage (indicated with arrows and the final disposal of surface waters); location of existing and proposed watercourses, culverts, bridges, drainpipes, lakes and ponds, detention or retention ponds; tentative location of storm drain inlets with the drainage areas tributary to each outlined and the area shown.	<input type="checkbox"/>	<input type="checkbox"/>
10	Existing or proposed covenants or deed restrictions applying to the site and a preliminary draft of homeowners' association documents, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
11	A stormwater pollution prevention plan (SWPPP) consistent with the requirements of Article X of Chapter 156 of the Code of the Town of Carmel.	<input type="checkbox"/>	<input type="checkbox"/>
Final Plat Requirements			
1	All General, Sketch and Preliminary Plat Requirements.	<input type="checkbox"/>	<input type="checkbox"/>



TOWN OF CARMEL
**SUBDIVISION COMPLETENESS
CERTIFICATION FORM**



Requirement Data		To Be Completed by the Applicant	Waived by the Town
2	Dimensions exactly with reference to monuments, bearings, distances in feet, radii, points of curvature and tangency of property lines, lot widths and depths and square feet of each lot.	<input type="checkbox"/>	<input type="checkbox"/>
3	Location of all proposed setback lines on each lot, with corner and irregular-shaped lots identified as to front, side and rear yards.	<input type="checkbox"/>	<input type="checkbox"/>
4	Location of all existing and proposed monuments.	<input type="checkbox"/>	<input type="checkbox"/>
5	All existing streets and streams within the subdivision and within 200 feet of the boundaries thereof, the width of the right-of-way of each street and existing public easements and municipal boundaries within 200 feet of the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>
6	All proposed public easements or rights-of-way and the purposes thereof and proposed streets, identifying right-of-way width and names.	<input type="checkbox"/>	<input type="checkbox"/>
7	All parcels proposed for open space/recreation use, with a statement of the purpose of each.	<input type="checkbox"/>	<input type="checkbox"/>

(Cont.)

8	Construction plat, which shall include, in addition to the above: final first-floor elevations of dwellings and outside grades at their corner; proposed curb elevations at all lot corners; all existing structures, including a note indicating those to be removed and yard dimensions of those to remain; plans and profiles and proposed improvements and utility layouts; paving widths and locations, section and profiles; sidewalk widths and locations and sections; road alignment, complete with stations, center line curve data and existing and finished contours of the road and all regraded areas; details of manholes, catch basins, headwalls and any other required structure; locations of all street trees, lights and signs; maximum anticipated extent of the areas of cuts and fills where grade	<input type="checkbox"/>	<input type="checkbox"/>
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TOWN OF CARMEL
SUBDIVISION COMPLETENESS
CERTIFICATION FORM



Requirement Data		To Be Completed by the Applicant	Waived by the Town
	changes are proposed; the natural flow of surface drainage and the final disposal of surface waters; slopes of banks of all watercourses, if defined, and boundaries of floodplains; specifications, locations, profiles and detailed cross sections of the proposed storm drains, including all inlets and size of the drainage area of the streets, including grades and all other improvements.		
9	Final copy of the homeowners' association documents, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
10	Deeds for land to be dedicated for road widening, recreation or other purposes.	<input type="checkbox"/>	<input type="checkbox"/>
11	Erosion control standards.	<input type="checkbox"/>	<input type="checkbox"/>
12	A stormwater pollution prevention plan (SWPPP) consistent with the requirements of Article X of Chapter 156 of the Code of the Town of Carmel and with the terms of preliminary plan approval.	<input type="checkbox"/>	<input type="checkbox"/>

Applicants Certification (to be completed by the licensed professional preparing the subdivision plan:

I _____ hereby certify that the site plan to which I have attached my seal and signature, meets all of the requirements of §156-61B of the Town of Carmel Zoning Ordinance:



Signature - Applicant

Date

Professionals Seal

Signature - Owner

Date

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)



TOWN OF CARMEL
SUBDIVISION COMPLETENESS
CERTIFICATION FORM



Town Certification (to be completed by the Town)

I _____ hereby confirm that the site plan meets all of the requirements of §156-61B of the Town of Carmel Zoning Ordinance:

Signature - Planning Board Secretary _____ Date _____

Signature - Town Engineer _____ Date _____

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TOWN OF CARMEL
SUBDIVISION APPLICATION



Per Town of Carmel Code – Section 131 – Subdivision of Land

SITE IDENTIFICATION INFORMATION		
Application Name:	Application #	Date Submitted:
Site Address: No. Street: Hamlet:		
Property Location: (Identify landmarks, distance from intersections, etc.)		
Town of Carmel Tax Map Designation: Section Block Lot(s)	Zoning Designation of Site:	
Property Deed Recorded in County Clerk's Office Date Liber Page	Liens, Mortgages or other Encumbrances Yes No	
Existing Easements Relating to the Site No Yes Describe and attach copies:	Are Easements Proposed? No Yes Describe and attach copies:	
Have Property Owners within a 500' Radius of the Site Been Identified? Yes No Attached List to this Application Form		
APPLICANT/OWNER INFORMATION		
Property Owner:	Phone #: Fax#:	Email:
Owners Address: No. Street: Town: State: Zip:		
Applicant (If different than owner):	Phone #: Fax#:	Email:
Applicant Address (If different than owner): No. Street: Town: State: Zip:		
Individual/ Firm Responsible for Preparing Site Plan:	Phone #: Fax#:	Email:
Address: No. Street: Town: State: Zip:		
Other Representatives:	Phone #: Fax#:	Email:
Owners Address: No. Street: Town: State: Zip:		
PROJECT DESCRIPTION		
Describe the project, proposed use and operation thereof:		

TOWN OF CARMEL SUBDIVISION APPLICATION

2 of 4

The boundary of state or county owned land on which a building is located		Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Is the site listed on the State or Federal Register of Historic Place (or substantially (contiguous)		
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
Is the site located in a designated floodplain?		
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
Does the site contain freshwater wetlands?		
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
Jurisdiction:		
NYCDEC: <input type="checkbox"/> Town of Carmel: <input type="checkbox"/>		
<i>If present, the wetlands must be delineated in the field by a Wetland Professional, and survey located on the Site Plan.</i>		
Are encroachments in regulated wetlands or wetland buffers proposed?		Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Does this application require a referral to the Environmental Conservation Board?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Does the site contain waterbodies, streams or watercourses?		
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
Are any encroachments, crossings or alterations proposed?		
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
Is the site located adjacent to New York City watershed lands?		
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		
Will municipal or private solid waste disposal be utilized?		
Public: <input type="checkbox"/> Private: <input type="checkbox"/>		
Has this application been referred to the Fire Department?		Yes: <input type="checkbox"/> No: <input type="checkbox"/>
What is the estimated time of construction for the project?		

(Cont.)

ZONING COMPLIANCE INFORMATION							
Zoning Provision	Required	Existing	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5
Lot Area							
Lot Coverage							
Lot Width							
Front Yard							
Side Yard (minimum of 1)							
Side Yard (total of both)							
Rear Yard							
Habitable Floor Area							
Height							
<i>(If more than 5 lots are proposed, include additional zoning compliance information on a separate sheet)</i>							
Will variances be required? Yes: <input type="checkbox"/> No: <input type="checkbox"/>		If yes, identify variances required for each lot:					

APPLICANTS ACKNOWLEDGEMENT	
I hereby depose and certify that all the above statements and information, and all statements and information contained in the supporting documents and drawings attached hereto are true and correct.	
Applicants Name _____	Applicants Signature _____
Sworn before me this _____ day of _____ 20__	

TOWN OF CARMEL SUBDIVISION APPLICATION

Notary Public _____



TOWN OF CARMEL
SITE PLAN APPLICATION
INSTRUCTIONS



The Town of Carmel Planning Board meetings are held twice a month, on the second and fourth Wednesday's, at 7:00 PM at Carmel Town Hall, 60 McAlpin Avenue, Carmel

The submission deadline is 10 days prior to the Planning Board meeting. New site plan applications that have been deemed complete will be placed on the agenda in the order they are received.

No application will be placed on the agenda that is incomplete

Pre-Submission:

Prior to the formal submission of the site plan, a pre-submission conference may be requested by the applicant to be conducted with representatives from the Town, which may include the Town Planner, Town Engineer, Director of Code Enforcement and/or the Planning Board Attorney. This conference will serve to educate the applicant on the process he/she must follow, clarify the information required to submit a complete site plan application, and to highlight any specific areas of concern. You may arrange a pre-submission conference through the Planning Board Secretary at (845) 628-1500 extension 190.

Submission Requirements:

At least 10 days prior to the Planning Board meeting, the site plan application shall be submitted to the Planning Board Secretary as follows:

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)

All site plans shall be signed, sealed and folded with the title box legible. The application package shall include:

- ☐ 11 copies of the Site Plan Application Form, signed and notarized.
- ☐ 11 copies of the SEQR Environmental Assessment Form (use of short form or long form shall be determined at pre-submission conference).
- ☐ 5 full size sets of the Site Plan (including floor plans and elevations)
- ☐ 1 CD (in pdf. format) containing an electronic version of the Site Plan
- ☐ 2 copies of the Disclosure Statement
- ☐ 11 copies of the Site Plan Completeness Certification Form
- ☐ All supplemental studies, reports, plans and renderings.
- ☐ 2 copies of the current deed.
- ☐ 2 copies of all easements, covenants and restrictions.
- ☐ The appropriate fee, determined from the attached fee schedule. Make checks payable to the *Town of Carmel*.

Planning Board Secretary; Date

Town Engineer; Date

1 of 4

TOWN OF CARMEL SITE PLAN APPLICATION INSTRUCTIONS

Planning Board

Applications determined to be incomplete with respect to §156-61 B of the Town of Carmel Zoning Ordinance, **will not be placed on the Planning Board agenda**. No site plan will be considered for approval without first being certified as complete.

Site Plan Components:

Site plans shall be prepared in conformance with §156-61B of the Town of Carmel Zoning Ordinance, and unless specifically waived during the pre-submission conference, shall include the following:

1. The name and title of the person preparing the map.
2. The name of the applicant and the owner, if different from applicant.
3. The date, scale and North point.
4. The Tax Map, block and lot number and zoning district in which property is located.
5. All existing property lines and the name of the owner of each property within a radius of 500 feet.
6. Topographical information, contour lines at not larger than two-foot intervals and grades of all roads, driveways and sanitary and storm sewers.
7. The location of all existing water bodies, streams, watercourses, wetlands areas, wooded areas, easements, rights-of-way, streets, roads, highways, freeways, railroads, buildings, structures or any other feature directly on the property or beyond the property if such feature has an effect upon the use of said property.
8. The location of all existing and proposed easements.
9. The location of all existing and proposed structures, showing the ground area covered or to be covered by said structures, including all setback dimensions, and identifying their use. All existing and proposed structures shall be illustrated by accompanying floor plans and by front, rear and side elevation sketches drawn to scale. The proposed use of the site shall be indicated. Where applicable, the areas proposed to be used for outdoor selling, display or storage shall be shown. In the case of those sites for which the proposed use is dwelling units, the total number of dwelling units to be shown on the site plan shall not exceed the number as determined in accordance with the following formula: The total acreage of the areas shown on the environmental constraints map shall be subtracted from the total acreage of the parcel being developed. The remaining acreage shall be further reduced by a number equal to 10% of the total acreage of the parcel being developed to allow for roads and utilities. The resulting acreage shall then be divided by the minimum lot area for the zoning district in which the parcel is located to arrive at the total number of dwelling units that will be deemed buildable.
10. The proposed on-site circulation system, access and egress ways and service roads, if applicable, showing the method(s) of providing automotive and pedestrian safety, convenience, access and egress in case of fire or catastrophe and the location, design and treatment of proposed entrances and exits to public rights-of-way, including any possible use of traffic signals, channelization,

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MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)

TOWN OF CARMEL SITE PLAN APPLICATION INSTRUCTIONS

- acceleration and deceleration lanes, marginal roads, additional widths and any other traffic engineering analysis.
11. The location, design and proposed treatment of sidewalks, paths or other means of pedestrian circulation.
 12. On-site parking and loading spaces and aisles drawn to the dimensions as contained in the definitions of this chapter
 13. The location, height and type of exterior lighting facilities proposed.
 14. Signs, if any, according to the accompanying regulations on signs and proposed exterior lighting, with reference to elimination of glare and the ensurance of traffic safety, economic effect and compatibility and harmony with properties in the district.
 15. An estimate of the number of employees who will be using the site on a full- or part-time basis, if applicable, and, if a nonresidential principal use, a description of the operation, including a description of the types of products to be sold, the type of machinery and equipment to be used, if any, and sufficient information to enable the Planning Board to determine the impact which such nonresidential activity may have on adjacent properties.
 16. The location and identification of proposed clubhouses, swimming pools, open spaces, parks or other communal recreational areas and the identification of the persons or entities responsible for their installation and maintenance and users other than residents or their guests.
 17. The location and design of buffer areas, screening devices or other landscaping, including preliminary grading for analysis of drainage water management. A comprehensive landscaping plan shall be provided in accordance with the Town of Carmel Tree Conservation Law,^[1] showing schematically the proposed location of trees, shrubs, grass area or other planting and identifying the types and size of trees and plants. Existing trees or wooded areas to be retained shall be so identified.
 18. Identification of the type and location of public and private utilities and services, such as water, sewage disposal, etc., including their maintenance facilities, also, identification of the system to be used for storage and removal of trash and garbage.
 19. Any other information required by the Planning Board which is reasonably necessary to ascertain compliance with the provisions of this chapter.
 20. For any area that will be developed in stages, a total development plan must be submitted to the Planning Board in accordance with this section.
 21. In conformance with the New York State Environmental Quality Review Act, the Planning Board shall require an environmental review and an impact statement, if deemed necessary. (See Part 617 SEQR.)
 22. A list, certified by the Town Assessor, of all property owners within 500 feet of all boundaries of the site.
 23. A stormwater pollution prevention plan consistent with the requirements of Article X of this chapter and applicable New York State Department of Environmental Conservation (NYSDEC) and New York City Department of Environmental Protection (NYCDEP) shall be required for site plan approval. The SWPPP shall meet the performance and design criteria and standards in Article X of this chapter and applicable NYSDEC and NYCDEP design criteria..

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TOWN OF CARMEL SITE PLAN APPLICATION INSTRUCTIONS

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MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)



TOWN OF CARMEL
SITE PLAN COMPLETENESS
CERTIFICATION FORM



All Site Plans submitted to the Planning Board for review shall include the following information and details, as set forth in Section 156-61 B of the Town of Carmel Zoning Ordinance.

This form shall be included with the site plan submission

	Requirement Data	To Be Completed by the Applicant	Waived by the Town
1	Name and title of person preparing the site plan	<input type="checkbox"/>	<input type="checkbox"/>
2	Name of the applicant and owner (if different from applicant)	<input type="checkbox"/>	<input type="checkbox"/>
3	Original drawing date, revision dates, scale and north arrow	<input type="checkbox"/>	<input type="checkbox"/>
4	Tax map, block and lot number(s), zoning district	<input type="checkbox"/>	<input type="checkbox"/>
5	All existing property lines, name of owner of each property within a 500' radius of the site	<input type="checkbox"/>	<input type="checkbox"/>
6	Contour lines at two-foot intervals, grades of all roads, driveways, sanitary and storm sewers	<input type="checkbox"/>	<input type="checkbox"/>
7	The location of all water bodies, streams, watercourses, wetland areas, wooded areas, rights-of-way, streets, roads, highways, railroads, buildings, structures	<input type="checkbox"/>	<input type="checkbox"/>
8	The location of all existing and proposed easements	<input type="checkbox"/>	<input type="checkbox"/>
9	The location of all existing and proposed structures, their use, setback dimensions, floor plans, front, side and rear elevations, buildable area.	<input type="checkbox"/>	<input type="checkbox"/>
10	On site circulation systems, access, egress ways and service roads, emergency service access and traffic mitigation measures	<input type="checkbox"/>	<input type="checkbox"/>
11	Sidewalks, paths and other means of pedestrian circulation	<input type="checkbox"/>	<input type="checkbox"/>
12	On-site parking and loading spaces and travel aisles with dimensions	<input type="checkbox"/>	<input type="checkbox"/>
13	The location, height and type of exterior lighting fixtures	<input type="checkbox"/>	<input type="checkbox"/>
14	Proposed signage	<input type="checkbox"/>	<input type="checkbox"/>
15	For non-residential uses, an estimate of the number of employees who will be using the site, description of the operation, types of products sold, types of machinery and equipment used	<input type="checkbox"/>	<input type="checkbox"/>

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TOWN OF CARMEL
SITE PLAN COMPLETENESS
CERTIFICATION FORM



	Requirement Data	To Be Completed by the Applicant	Waived by the Town
16	The location of clubhouses, swimming pools, open spaces, parks or other recreational areas, and identification of who is responsible for maintenance	<input type="checkbox"/>	<input type="checkbox"/>
17	The location and design of buffer areas, screening or other landscaping, including grading and water management. A comprehensive landscaping plan in accordance with the Tree Conservation Law	<input type="checkbox"/>	<input type="checkbox"/>
18	The location of public and private utilities, maintenance responsibilities, trash and garbage areas	<input type="checkbox"/>	<input type="checkbox"/>
19	A list, certified by the Town Assessor, of all property owners within 500 feet of the site boundary	<input type="checkbox"/>	<input type="checkbox"/>

MARCH 18, 2015
TOWN BOARD MEETING

(Cont.)

20	Any other information required by the Planning Board which is reasonably necessary to ascertain compliance with this chapter	<input type="checkbox"/>	<input type="checkbox"/>
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Applicants Certification (to be completed by the licensed professional preparing the site plan:

I _____ hereby certify that the site plan to which I have attached my seal and signature, meets all of the requirements of §156-61B of the Town of Carmel Zoning Ordinance:



Signature - Applicant

Date

Professionals Seal

Signature - Owner

Date



TOWN OF CARMEL
SITE PLAN COMPLETENSS
CERTIFICATION FORM



Town Certification (to be completed by the Town)

I _____ hereby confirm that the site plan meets all of the requirements of §156-61B of the Town of Carmel Zoning Ordinance:

Signature - Planning Board Secretary

Date

Signature - Town Engineer

Date



TOWN OF CARMEL
SITE PLAN APPLICATION



Per Town of Carmel Code – Section 156 - Zoning

SITE IDENTIFICATION INFORMATION		
Application Name:	Application #	Date Submitted:
Site Address: No. Street: Hamlet:		
Property Location: (Identify landmarks, distance from intersections, etc.)		

(Cont.)

Town of Carmel Tax Map Designation: Section Block Lot(s)		Zoning Designation of Site:	
Property Deed Recorded in County Clerk's Office Date Liber Page		Liens, Mortgages or other Encumbrances Yes No	
Existing Easements Relating to the Site No Yes Describe and attach copies:		Are Easements Proposed? No Yes Describe and attach copies:	
Have Property Owners within a 500' Radius of the Site Been Identified? Yes No Attached List to this Application Form			
APPLICANT/OWNER INFORMATION			
Property Owner:		Phone #: Fax#:	Email:
Owners Address: No. Street: Town: State: Zip:			
Applicant (If different than owner):		Phone #: Fax#:	Email:
Applicant Address (If different than owner): No. Street: Town: State: Zip:			
Individual/ Firm Responsible for Preparing Site Plan:		Phone #: Fax#:	Email:
Address: No. Street: Town: State: Zip:			
Other Representatives:		Phone #: Fax#:	Email:
Owners Address: No. Street: Town: State: Zip:			
PROJECT DESCRIPTION			
Describe the project, proposed use and operation thereof:			

C:\Users\lamp2\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\A30AO680\03-11-15 Site Plan Application Form.docx

TOWN OF CARMEL SITE PLAN APPLICATION

TOWN OF CARMEL SITE PLAN APPLICATION

PROJECT INFORMATION	
Lot size: Acres: Square Feet:	Square footage of all existing structures (by floor):
# of existing parking spaces:	# of proposed parking spaces:
# of existing dwelling units:	# of proposed dwelling units
Is the site served by the following public utility infrastructure: ▪ Is project in sewer district or will private septic system(s) be installed? _____ ▪ If yes to Sanitary Sewer answer the following: ▶ Does approval exist to connect to sewer main? Yes: <input type="checkbox"/> No: <input type="checkbox"/> ▶ Is this an in-district connection? _____ Out-of district connection? _____ ▶ What is the total sewer capacity at time of application? _____ ▶ What is your anticipated average and maximum daily flow _____ For Town of Carmel Town Engineer ▶ What is the sewer capacity _____ ▪ Water Supply Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes: ▶ Does approval exist to connect to water main? Yes: <input type="checkbox"/> No: <input type="checkbox"/> ▶ What is the total water capacity at time of application? _____ ▶ What is your anticipated average and maximum daily demand _____ ▪ Storm Sewer Yes: <input type="checkbox"/> No: <input type="checkbox"/> ▪ Electric Service Yes: <input type="checkbox"/> No: <input type="checkbox"/> ▪ Gas Service Yes: <input type="checkbox"/> No: <input type="checkbox"/> • Telephone/Cable Lines Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

(Cont.)

For Town of Carmel Town Engineer			
Water Flows _____			
Sewer Flows _____			
Town Engineer; Date _____			
What is the predominant soil type(s) on the site?		What is the approximate depth to water table?	
Site slope categories:	15-25% _____ %	25-35% _____ %	>35% _____ %
Estimated quantity of excavation:	Cut (C.Y.) _____	Fill (C.Y.) _____	
Is Blasting Proposed	Yes: <input type="checkbox"/> No: <input type="checkbox"/> Unknown: <input type="checkbox"/>		
Is the site located in a designated Critical Environmental Area?		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Does a curb cut exist on the site?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Are new curb cuts proposed?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
What is the sight distance?		Left _____ Right _____	
Is the site located within 500' of:			
• The boundary of an adjoining city, town or village		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
• The boundary of a state or county park, recreation area or road right-of-way		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
• A county drainage channel line.		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
• The boundary of state or county owned land on which a building is located		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

TOWN OF CARMEL SITE PLAN APPLICATION

Is the site listed on the State or Federal Register of Historic Place (or substantially contiguous)			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Is the site located in a designated floodplain?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Will the project require coverage under the Current NYSDEC Stormwater Regulations			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Will the project require coverage under the Current NYDEP Stormwater Regulations			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Does the site disturb more than 5,000 sq ft		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Does the site disturb more than 1 acre		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Does the site contain freshwater wetlands?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Jurisdiction:			
NYCDEC: <input type="checkbox"/> Town of Carmel: <input type="checkbox"/>			
If present, the wetlands must be delineated in the field by a Wetland Professional, and survey located on the Site Plan.			
Are encroachments in regulated wetlands or wetland buffers proposed?		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Does this application require a referral to the Environmental Conservation Board?		Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Does the site contain waterbodies, streams or watercourses?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Are any encroachments, crossings or alterations proposed?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Is the site located adjacent to New York City watershed lands?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Is the project funded, partially or in total, by grants or loans from a public source?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
Will municipal or private solid waste disposal be utilized?			
Public: <input type="checkbox"/> Private: <input type="checkbox"/>			
Has this application been referred to the Fire Department?			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
What is the estimated time of construction for the project?			
ZONING COMPLIANCE INFORMATION			
Zoning Provision	Required	Existing	Proposed
Lot Area			
Lot Coverage			
Lot Width			
Lot Depth			
Front Yard			
Side Yard			
Rear Yard			
Minimum Required Floor Area			
Floor Area Ratio			
Height			
Off-Street Parking			
Off-Street Loading			

(Cont.)

TOWN OF CARMEL SITE PLAN APPLICATION

Will variances be required? Yes: <input type="checkbox"/> No: <input type="checkbox"/>		If yes, identify variances:	
PROPOSED BUILDING MATERIALS			
Foundation			
Structural System			
Roof			
Exterior Walls			
APPLICANTS ACKNOWLEDGEMENT			
I hereby depose and certify that all the above statements and information, and all statements and information contained in the supporting documents and drawings attached hereto are true and correct.			
Applicants Name		Applicants Signature	
Sworn before me this _____ day of _____ 20__			
Notary Public			

Councilwoman McDonough explained that the official Planning Board Application Form and Zoning Board of Appeals application forms were designed to be more user-friendly and efficient than the current forms. Discussion ensued.

DEPARTMENT OF RECREATION AND PARKS - BID AWARDED FOR 2015
SUMMER CAMP PROGRAM BUS TRANSPORTATION - GEORGE M. CARROLL
TRANSPORTATION, INC.

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for bus transportation for the 2015 summer camp program administered by the Town of Carmel Department of Recreation and Parks, as requested by Director of Parks and Recreation, James R. Gilchrist, and

WHEREAS such bids were received and opened and a bid opening memo is on file with Town Clerk Ann Spofford, and

NOW THEREFORE BE IT RESOLVED that upon the recommendation of James R. Gilchrist, the Town Board hereby awards the aforesaid bid to George M. Carroll Transportation, Inc., Newburgh, NY, the low responsible bidder meeting specifications for all bus trips scheduled by the Recreation and Parks Department for Summer 2015,

BE IT FURTHER RESOLVED that upon review of insurance certificates in form acceptable to Town Counsel, Kenneth Schmitt, Town Supervisor is hereby authorized to execute any other and further documentation necessary to accept such bid and contract for said services.

Resolution
Offered by: Supervisor Schmitt
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>

Supervisor Schmitt stated that he and Director of Parks and Recreation, James R. Gilchrist visited the bus transportation garage to inspect the facilities. Discussion was held in connection with the matter.

ISSUANCE OF \$900,000 BONDS OF THE TOWN OF CARMEL TO PAY THE COST OF ROAD RECONSTRUCTION AND RESURFACING THROUGHOUT AND IN SAID TOWN AUTHORIZED - OFFERED AS PARA-PHRASED AND PRE-FILED - SUBJECT TO PERMISSIVE REFERENDUM

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide will not result in a significant environmental effect; and

WHEREAS, it is now desired to authorize such capital project and the financing thereof; NOW, THEREFORE

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. Road reconstruction and resurfacing, throughout and in and for the Town of Carmel, Putnam County, New York, including drainage, sidewalks, curbs, gutters, landscaping, grading or improving rights-of-way, as well as other incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$900,000, subject to permissive referendum.

Section 2. It is hereby determined that the plan for the financing thereof is by the issuance of \$900,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially

(Cont.)

the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

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>

ISSUANCE OF \$200,000 BONDS OF THE TOWN OF CARMEL TO PAY THE COST OF CONSTRUCTION OF DRAINAGE IMPROVEMENTS THROUGHOUT AND IN SAID TOWN AUTHORIZED - OFFERED AS PARA-PHRASED AND PRE-FILED - SUBJECT TO PERMISSIVE REFERENDUM

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, such regulations provide will not result in a significant environmental effect; and

WHEREAS, it is now desired to authorize such capital project and its financing;
NOW, THEREFORE,

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

Section 1. The construction of drainage improvements throughout and in and for the Town of Carmel, Putnam County, New York, together with incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$200,000, subject to permissive referendum.

Section 2. It is hereby determined that the plan for the financing thereof is by the issuance of \$200,000 bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

(Cont.)

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 10. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

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>

(Cont.)

Supervisor Schmitt explained that the Highway Superintendent Michael Simone will be purchasing a new six-wheel plow truck. However, the Town will not be borrowing to pay for it. It will be paid for with funds allocated in the budget for this year and monies carried over from last year.

Councilman Lombardi stated that he believed that this is the first time since he commenced serving on the Town Board that Highway Department machinery is being purchased without having to borrow the funds to pay for it. Discussion ensued.

DEPUTY RECEIVER OF TAXES - ACKNOWLEDGEMENT OF APPOINTMENT OF GARY KIERNAN

RESOLVED, that the Town Board of the Town of Carmel hereby acknowledges the appointment by Receiver of Taxes Kathleen Kraus of Gary Kiernan as Deputy Receiver of Taxes at the salary set forth in the 2015 Budget.

Resolution

Offered by: Councilman Schneider
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>

Supervisor Schmitt congratulated Mr. Kiernan on his appointment and welcomed him to the Town of Carmel staff.

PUBLIC COMMENTS - AGENDA ITEMS

Michael Barile expressed his support of the adoption of the revised Planning Board and Zoning Board of Appeals application forms.

Mr. Barile commended the Highway Superintendent for purchasing a spare truck to use for replacements parts. He commented that the Town is moving in the right direction by purchasing a new truck without having to borrow the funds for it.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

PUBLIC COMMENTS - OPEN FORUM

Mr. Barile referenced a recent article that appeared in the Mahopac News written by Bob Dumas and expressed his support of the Town Board’s initiative.

Supervisor Schmitt clarified that the article was in regard to the Town Board’s request to Putnam County to look into the feasibility of police consolidation.

TOWN BOARD MEMBER COMMENTS - OPEN FORUM

Councilman Schneider announced that the Carmel Recreation and Parks Department spring 2015 class registration begins March 16, 2015 at Sycamore Park. Classes include fencing, tennis lessons, dog obedience and more.

**MARCH 18, 2015
TOWN BOARD MEETING**

(Cont.)

Councilman Schneider reminded residents and business owners that they can now sign up to receive emergency notifications and urgent alerts via text messages/emails. Details are available on the Town's website.

Councilman Lombardi announced that the Mahopac Knights of Columbus will be presenting "The Chiclettes" at their annual fundraiser to be held at the Putnam County Golf Course on March 20, 2015 at 7:00 p.m.

Councilman Lupinacci announced that the Town of Carmel Recreation and Parks Advisory Committee will host an open meeting on April 9, 2015 at 7:30 p.m. at Sycamore Park. All residents and representatives of interested organizations are invited to attend and provide views on ways to improve the Recreation Department programs.

Councilwoman McDonough announced that the Town of Carmel Recreation and Parks Department's Annual Egg Hunt will be held on March 21, 2015 at the Mahopac High School Practice Field. The hunt starts at 12:00 p.m. sharp.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Schneider, Councilman Lombardi and Councilwoman McDonough, seconded by Councilman Lupinacci, with all Town Board members present and in agreement, the meeting was adjourned at 8:02 p.m.

Respectfully submitted,

Ann Spofford, Town Clerk